Agenda
City Council Meeting
City of Edina, Minnesota
VIRTUAL MEETING

Wednesday, January 19, 2022
7:00 PM

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

Participate in Community Comment and Public Hearing in person, or
Call 800-374-0221.
Enter Conference ID 5986329.
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 Mayor will invite residents to share issues or concerns that are not scheduled for a future public hearing. Items that are on tonight's agenda may not be addressed during Community Comment. Individuals must limit their comments to three minutes. The Mayor may limit the number of speakers on the same issue in the interest of time and topic. Individuals should not expect the Mayor or Council to respond to their comments tonight. The City Manager will respond to questions raised during Community Comments at the next meeting.

A. City Manager's Response to Community Comments

VI. Adoption Of Consent Agenda

All agenda items listed on the Consent Agenda will be approved by one motion. There will be no separate discussion of items unless requested to be removed by a Council Member. If removed the item

will be considered immediately following the adoption of the Consent Agenda. (Favorable rollcall vote of majority of Council Members present to approve, unless otherwise noted in consent item.)

A. Approve Minutes: Work Session, Regular and Special, Jan. 4 and 7, 2022

B. Approve Payment of Claims

C. Request for Purchase: Contract for Services with Creative Arcade

D. Request for Purchase: Contract for Services with Davison Group

E. Resolution No. 2022-17: Calling for a Public Hearing - 70th & France TIF District

F. Resolution No. 2022-18: Authorizing Grant Application for 4040 West 70th Street Affordable Housing Development

G. Request for Purchase: Nine Mile Creek Vegetation Management, ENG 22-4NB

H. Approve Cost Share Agreement with Nine Mile Creek Watershed District for Shoreline Buffer Enhancement

I. Request for Purchase: Private Stormwater Best Management Practices Inspection

J. Request for Purchase: Pedestrian Bridge for Hole #16 Braemar Golf Course

K. Request for Purchase: Six Electric Vehicle Chargers

L. Receive Petition for Design and Bid of Private Fence on McCauley Trail

M. Approve First Amendment to Lease for Communication Facility Agreement at Creek Valley School Park, 6301 Gleason Rd

N. Resolution No. 2022-14: Support Calling for State and Federal Response to Cities' Action on Climate Change

O. Resolution No. 2022-16: Approving Parking Restrictions on Blake Road

P. Request for Purchase: Rosland Parking Lot Resurfacing

Q. Request for Purchase: Water Treatment Plant 6 Filter Improvements

R. Approve 2022-2023 Union Contract for IOUE Local 49 Public Service Workers

S. Approve Out-of-State Travel for Mayor Hovland

T. Approve Amended 2022 Calendar of Meetings and Religious Observance Dates

U. Resolution No. 2022-19: Accepting Donations

VII. Public Hearings

During "Public Hearings," the Mayor will ask for public testimony after staff and/or applicants make their presentations. The following guidelines are in place to ensure an efficient, fair, and respectful hearing; limit your testimony to three minutes and to the matter under consideration; the Mayor may modify times, as deemed necessary; avoid repeating remarks or points of view made by previous speakers. The use of signs, clapping, cheering or booing or any other form of verbal or nonverbal communication is not allowed.

A. PUBLIC HEARING: Resolution No. 2022-15, TH-169 Noise Wall Improvements SA-21 and SA-22

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

A. Ordinance No. 2022-01: Zoning Ordinance Amendment - Impervious Surface, Basement, 1-foot Rule and Setback Definitions

B. Resolution No. 2022-09, Preliminary and Final Plat for 5300 Kelsey Terrace

C. Resolution No. 2022-21: Supporting the Authority to Impose a Local Option Sales Tax for Specific Capital Improvements

IX. Commission Correspondence (Minutes and Advisory Communication)

A. Minutes: Parks & Recreation Commission, Dec. 14, 2021

X. Aviation Noise Update

XI. Mayor And Council Comments

XII. Manager's Comments

A. Budget Work Plan and Race & Equity Work Plan Updates

B. Prep Memo for January 19, 2022

XIII. Calendar of City Council Meetings and Events

XIV. Adjournment

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

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: V.A.

To: Mayor and City Council

Item Type: Other

From: Sharon Allison, City Clerk

Item Activity: Information

Subject: City Manager's Response to Community Comments

ACTION REQUESTED:
None.

INTRODUCTION:
City Manager Neal will respond to questions asked at the previous council meeting.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.A.

To: Mayor and City Council

Item Type: Minutes

From: Sharon Allison, City Clerk

Item Activity: Action

Subject: Approve Minutes: Work Session, Regular and Special, Jan. 4 and 7, 2022

ACTION REQUESTED:
Approve Minutes as presented.

INTRODUCTION:

ATTACHMENTS:

Minutes: Draft Work Session, Jan. 4, 2022

Minutes: Draft Regular Meeting, Jan. 4, 2022

Minutes: Draft Special Meeting, Jan. 7, 2022

MINUTES
OF THE EDINA CITY COUNCIL
WORK SESSION
COUNCIL CHAMBERS, CITY HALL
TUESDAY, JANUARY 4, 2022
5:30 P.M.

CALL TO ORDER
Mayor Hovland called the meeting to order at 5:33 p.m.

ROLL CALL
Answering roll call were Members Anderson, Jackson, Pierce, Staunton, and Mayor Hovland.

Staff in attendance: Scott Neal, City Manager; Lisa Schaefer, Assistant City Manager; Risi Karim, City Management Fellow; and Sharon Allison, City Clerk.

Also in attendance: Senator Melisa Franzen (virtual); Representative Heather Edelson; Representative Steve Elkins; Gary Carlson and Daniel Lightfoot, The League of Minnesota Cities (virtual); Patricia Nauman, Metro Cities (Association of Metropolitan Municipalities); and Tom Poul, Municipal Legislative Commission.

2022 STATE LEGISLATIVE DELEGATION MEETING
City Council and staff met with Edina's legislative delegation, The League of Minnesota Cities, Metro Cities, and Municipal Legislative Commission to discuss Edina's 2022 state legislative topics. Senator Franzen, Representative Elkins and Representative Edelson, reviewed the issues in front of them in 2022, which included the State Budget, Transportation, Public Safety, Mental Health, and Housing challenges. Mr. Poul, Ms. Nauman, Mr. Carlson and Mr. Lightfoot shared their 2022 priorities.

The Council asked questions and provided feedback.

ADJOURNMENT
Mayor Hovland adjourned the meeting at 6:39 p.m.

Respectfully submitted,

_____
Sharon Allison, City Clerk

Minutes approved by the Edina City Council, January 4, 2021.

_____
James B. Hovland, Mayor

DRAFT

MINUTES
OF THE REGULAR MEETING OF THE
EDINA CITY COUNCIL MEETING
JANUARY 4, 2022
7:00 P.M.

I. CALL TO ORDER

Mayor Hovland called the meeting to order at 7:00 p.m. then shared the procedure for public hearing and community comment in the hybrid meeting format.

II. ROLLCALL

Answering rollcall were Members Anderson, Jackson, Pierce, Staunton, Hovland.

Absent: None.

III. PLEDGE OF ALLEGIANCE

IV. MEETING AGENDA APPROVED AS AMENDED

Member Anderson made a motion, seconded by Member Pierce, to approve the meeting agenda as amended adding Item VIII.C., Resolution 2022-12, Crime Response.
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

V. COMMUNITY COMMENT

Andy Brown, 5512 Park Place, asked about status of replacement for the warming houses at Lewis Ridge Park and Strachauer Park.

V.A. CITY MANAGER'S RESPONSE TO COMMUNITY COMMENTS

Manager Neal responded to Community Comments from the last meeting.

VI. CONSENT AGENDA ADOPTED AS PRESENTED

Member Jackson made a motion, seconded by Member Anderson approving the consent agenda as presented:

VI.A. Approve minutes of the Work Session and Regular Meetings of December 13 and 21, 2021
VI.B. Approve Claims for Payment for Check Register Claims Pre-List Dated December 17, 2021, totaling $1,145,855.34, Pre-List Dated December 17, 2021, totaling $1,169,271.85; Pre-List Dated December 23, 2021, totaling $843,558.99; and Pre-List Dated December 30, 2021, totaling $2,363,675.43
VI.C. Adopt Resolution No. 2022-01: Designating Official Newspaper for 2022
VI.D. Adopt Resolution No. 2022-02: Signatory Resolution
VI.E. Adopt Resolution No. 2022-03: Designating Official Depositories
VI.F. Adopt Resolution No. 2022-04: Designation of Director and Alternate Director of LOGIS
VI.G. Adopt Resolution No. 2022-05: Designation of Director and Alternate Director of Suburban Rate Authority
VI.H. Adopt Resolution No. 2022-06: Authorizing Facsimile Signatures by Public Officials
VI.I. Annual Appointment of Assistant Weed Inspector
VI.J. Set 2022 Date for Board of Appeal and Equalization
VI.K. Approve Partial Release of Development Contract for Pentagon Village
VI.L. Adopt Resolution 2022-07: Authorizing Grant Application for 7001 France Avenue Redevelopment Project

DRAFT

VI.M. Adopt Resolution 2022-08: Requesting Variance from State Aid Standards for Blake Road from Spruce Road to Scriver Road
VI.N. Adopt Resolution 2022-10: Supporting Safe Routes to School Infrastructure Grant
VI.O. Request for Purchase, Professional Engineering Services for France Avenue Sidewalk, awarding the bid to the recommended low bidder, Bolton & Menk, Inc., $44,307
VI.P. Approve Traffic Safety Report of November 30, 2021
VI.Q. Approve COVID-19 Response Services Agreement with City of Bloomington
VI.R. Request for Purchase, Annual Cityworks Maintenance Contract, awarding the bid to the recommended low bidder, Azteca Systems, LLC, $36,000
VI.S. Request for Purchase, Water Treatment Plant 6 Valves and Actuators, awarding the bid to the recommended low bidder, Vessco, Inc., $61,792.30
VI.T. Request for Purchase, SCADA Phase II, Changer Order No. 2, awarding the bid to the recommended low bidder, Integrated Process Solutions, Inc., $88,542.52
VI.U. Approve Amendments to Municipal Legislative Commission Joint and Cooperative Agreement
VI.V. Payment of Health Insurance Continuation Waiver
VI.W. Adopt Resolution No. 2022-11; Accepting Donations
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

VII. PUBLIC HEARINGS - Affidavits of Notice presented and ordered placed on file.
VII.A. ORDINANCE 2022-09, PRELIMINARY AND FINAL PLAT FOR 5300 KELSEY TERRACE – CONTINUED TO JANUARY 19, 2022
Community Development Director Teague said Cliff and Nancy Anderson were requesting subdivision of their property at 5300 Kelsey Terrace into two lots. The existing home on the lot would remain, and a new home built on Lot 2. This property was originally platted as two lots and the applicant was proposing to restore the original plat and to meet all minimum lot size requirements. He said to accommodate the request, a subdivision was required. Mr. Teague outlined the result lot sizes that would meet the minimum standards.

Carol Lansing, counsel for the applicant, thanked staff for working with them on this request and was available to stand for questions.

Mayor Hovland opened the public hearing at 7:15 p.m.

Public Testimony
No one appeared.

Member Jackson moved to close the public hearing at noon on January 10, 2022, and continue action on Resolution No. 2022-09, approving preliminary and final plat at 5300 Kelsey Terrace, to the January 19, 2022, City Council meeting. Member Anderson seconded the motion.
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

VIII. REPORTS/RECOMMENDATIONS
VIII.A. ANNUAL APPOINTMENT OF ACTING MAYOR – APPROVED
Mayor Hovland stated per State Statute the Council must appoint an acting Mayor or Mayor Pro Tem to fulfill the duties of the Mayor in their absence.

Mayor Hovland made a motion, seconded by Member Jackson, to appoint Member Staunton as Acting Mayor.
Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

VIII.B. ORDINANCE 2022-01: ZONING ORDINANCE AMENDMENT – IMPERVIOUS SURFACE, BASEMENT, 1-FOOT RULE AND SETBACK DEFINITIONS – FIRST READING HELD

Mr. Teague shared as part of the 2021 Planning Commission Work Plan, the Commission had been working on Zoning Ordinance Amendments to establish an impervious surface requirement in the R-1 Zoning District, eliminate the requirement for basements in newly constructed homes, amend the one-foot rule for tear down rebuilds when a low water table was present and amend/clarify setback definitions. He shared the final draft to be considered as recommended by the Planning Commission. He reviewed each element of the ordinance and explained the proposed changes in detail which included setbacks in the Greater Southdale District that would remove language regarding building podium height of 60 feet, how setbacks would be measured, impervious surface ordinance definitions and amounts as well as examples, and the 1-foot rule to address massing and large home issues. Mr. Teague responded to a resident's concern regarding appropriate notice of the proposed ordinance and that the City Attorney had reviewed the documentation and process and determined the process had been followed according to Statute.

The Council asked questions and provided feedback.

Member Staunton made a motion to grant First Reading to Ordinance 2022-01 regarding impervious surface lot coverage, setbacks, and the 1-foot rule, as amended. Member Jackson seconded the motion.
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

VIII.C. RESOLUTION 2022-12; CRIME RESPONSE – ADOPTED

Mayor Hovland noted the Council had amended the meeting agenda to include this item that had been prepared by Members Anderson and Pierce. The Council read the proposed resolution into the record that addressed crime response in the City regarding enforcement, racial profiling, and protection of all Edina residents.

The Council asked questions and provided feedback.

Member Pierce introduced and moved adoption of Resolution No. 2022-12 Crime Response. Member Anderson seconded the motion.
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

IX. CORRESPONDENCE AND PETITIONS – Received
IX.A. MINUTES: HUMAN RIGHTS AND RELATIONS COMMISSION, NOVEMBER 16, 2021
IX.B. MINUTES: TRANSPORTATION COMMISSION, NOVEMBER 18, 2021
IX.C. MINUTES: ARTS AND CULTURE COMMISSION, NOVEMBER 18, 2021

X. AVIATION NOISE UPDATE – Received

XI. MAYOR AND COUNCIL COMMENTS – Received

XII. MANAGER'S COMMENTS – Received

XIII. CALENDAR OF CITY COUNCIL MEETINGS AND EVENTS – Received

XIV. ADJOURNMENT

Member Pierce made a motion, seconded by Member Staunton, to adjourn the meeting at 8:16 p.m.

Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

Respectfully submitted,

Sharon Allison, City Clerk

Minutes approved by Edina City Council, January 19, 2022.

James B. Hovland, Mayor

Video Copy of the January 4, 2022, meeting available.

MINUTES
OF THE SPECIAL MEETING OF THE
EDINA CITY COUNCIL MEETING
JANUARY 7, 2022
2:00 P.M.

I. CALL TO ORDER

Mayor Hovland called the meeting to order at 2:00 p.m. then shared the meeting procedure for the special meeting.

II. ROLLCALL

Answering rollcall were Members Anderson, Jackson, Pierce, Staunton, Hovland.

Absent: None.

III. MEETING AGENDA APPROVED AS PRESENTED

Member Jackson made a motion, seconded by Member Pierce, to approve the meeting agenda as presented.
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

IV. REPORTS/RECOMMENDATIONS

IV.A. EMERGENCY REGULATION 2022-01 - APPROVED

Community Health Administrator Brown shared the purpose of the special meeting was to discuss the City's range of possible responses to the current COVID-19 omicron variant infection surge in Edina. He shared about the partnership with the City of Bloomington then introduced Bloomington Assistant Public Health Administrator Harrison and shared her background.

Bloomington Assistant Public Health Administrator Harrison shared a situation update on COVID-19 which included comments on everyone's fatigue over the past two years as well as the hope that surrounded ways available to protect the community. She spoke about the surge of the dominant Omicron variant which was unlike anything seen before as it had produced the largest case rate over the course of the pandemic. She shared data on the increase of cases over the past two weeks which included school and childcare challenges as well as teachers and bus transportation shortages. She spoke about the increase of transmissibility and immune evasion to this variant which resulted in more breakthrough cases then spoke about case counts, hospitalizations, and deaths. Ms. Harrison said while this variant appeared to lead to less severe illness because of the enormous number of new cases remained high and was increasing. She spoke about the critical situation of ICU and hospital bed availability and how health care workers were in need of help as a community. She shared impacts on the workforce and infrastructure that had resulted in more staff out ill than at any time during the pandemic and the hope for the surge to end approximately the beginning of February. Ms. Harrison shared that 84% of Edina residents over five years old were fully vaccinated but noted that did not apply to everyone in the community which resulted in the need for several mitigation strategies such as ventilation in indoor spaces and high-quality tight-fitting masks indoors.

The Council asked questions and provided feedback.

Member Staunton made a motion, seconded by Member Jackson to impose a mask mandate for a limited period of time to be determined then reviewed once concluded.
Motion withdrawn.

Member Anderson introduced and moved adoption of Resolution No. 2022-13, Community Protective Measures for COVID-19 in its amended form to include staff direction to develop strategies around the use of federal funds for providing the following to the residents of Edina:

flu shots, rapid test access for COVID-19, opportunities for COVID-19 booster shots, and providing high-quality masks to our residents that are effective against Omicron. Member Pierce seconded the motion.
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

IV.B. VIRTUAL MEETINGS - RECEIVED

Mr. Neal asked City Council to discuss the option of going back to virtual meetings.

The Council asked questions and provided feedback.

Member Staunton made a motion, seconded by Member Pierce, to move to remote public meetings for the City of Edina until March 1, 2022, effective immediately, with the ability to reconsider the direction as deemed appropriate.
Rollcall:
Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

V. ADJOURNMENT

Member Jackson made a motion, seconded by Member Pierce, to adjourn the meeting at 4:09 p.m.

Ayes: Anderson, Jackson, Pierce, Staunton, Hovland
Motion carried.

Respectfully submitted,

Sharon Allison, City Clerk

Minutes approved by Edina City Council, January 19, 2022.

James B. Hovland, Mayor

Video Copy of the January 7, 2022, meeting available.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.B.

To: Mayor and City Council

Item Type: Claims

From: Alisha McAndrews, Finance Director

Item Activity: Action

Subject: Approve Payment of Claims

ACTION REQUESTED:
Approve claims for payment:

- Check Register Claims Pre-List Dated 1.07.22 TOTAL $914,928.36
- Check Register Claims Pre-List Dated 1.14.22 TOTAL $1,671,397.02

INTRODUCTION:
Claims information for approval is attached.

ATTACHMENTS:

Check Register Claims Pre-List Dated 1.07.22 TOTAL $914,928.36

Check Register Claims Pre-List Dated 1.14.22 TOTAL $1,671,397.02

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			60,540.71
2600 Housing & Redvlpmt Authority			1,905.00
2600 Housing & Redvlpmt Authority			446.25
2600 Housing & Redvlpmt Authority			3,570.00
2600 Housing & Redvlpmt Authority			226.75
2600 Housing & Redvlpmt Authority			191.25
4000 Capital Projects			19,478.20
4200 Equipment Replacement			19,719.26
4400 PIR Capital Projects			460.00
5200 Braemar Golf Course			1,645.68
5200 Braemar Golf Course			717.26
5400 Edinborough Park			2,679.75
5500 Braemar Arena			3,662.55
5700 Centennial Lakes			3,712.69
5800 Liquor			574,484.27
5900 Utility Fund			92,445.83
5900 Utility Fund			12,736.38
5900 Utility Fund			22,160.41
5900 Utility Fund			67,985.00
6000 Risk Management			30.00
6100 Equipment Operations			6,243.06
6200 Information Technology			6,892.89
6300 Facilities Management			9,756.68
7100 PS Training Facility			3,167.99
7200 MN Task Force 1			70.50
9999 Pooled Cash Fund		914,928.36	
	TOTAL	914,928.36	914,928.36

** END OF REPORT - Generated by Shirleng Tan Geil **

City of Edina, MN

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468156	01/07/2022	PRTD	151171	7TH STREET BEER COMPANY	1886	12/15/2021		20220107	900.00
						CHECK		468156 TOTAL:	900.00
468157	01/07/2022	PRTD	101971	UNISOURCE ACQUISITION CORPORATION	226573-001	12/03/2021		20220107	375.00
				UNISOURCE ACQUISITION CORPORATION	226631-001	12/10/2021		20220107	97.65
						CHECK		468157 TOTAL:	472.65
468158	01/07/2022	PRTD	140318	ADVANCED ELEMENTS INC	77892	12/07/2021		20220107	16,907.00
				ADVANCED ELEMENTS INC	78365	12/07/2021	22100053	20220107	10,553.22
						CHECK		468158 TOTAL:	27,460.22
468159	01/07/2022	PRTD	141768	ALTEC INDUSTRIES INC	11799189	12/08/2021		20220107	95.08
						CHECK		468159 TOTAL:	95.08
468160	01/07/2022	PRTD	160095	AM CRAFT SPIRITS SALES & MARKETIN	13650	12/15/2021		20220107	571.12
				AM CRAFT SPIRITS SALES & MARKETIN	13652	12/15/2021		20220107	256.12
				AM CRAFT SPIRITS SALES & MARKETIN	13651	12/16/2021		20220107	256.12
						CHECK		468160 TOTAL:	1,083.36
468161	01/07/2022	PRTD	141960	AMAZON CAPITAL SERVICES	14GP-7967-QHPD	12/07/2021		20220107	21.99
				AMAZON CAPITAL SERVICES	14GP-7967-YDVM	12/08/2021		20220107	27.95
				AMAZON CAPITAL SERVICES	14GP-7967-Y6Q1	12/08/2021		20220107	179.56
				AMAZON CAPITAL SERVICES	1NMH-96X9-6GTW	12/08/2021		20220107	29.74
				AMAZON CAPITAL SERVICES	1CNJ-V3Y4-976G	12/08/2021		20220107	265.90
				AMAZON CAPITAL SERVICES	1XJM-L1QC-739Y	12/08/2021		20220107	52.68
				AMAZON CAPITAL SERVICES	1LN9-N1XL-L7CJ	12/08/2021		20220107	111.56
				AMAZON CAPITAL SERVICES	1QWJ-66CV-JJ1Y	12/08/2021		20220107	2,415.66
				AMAZON CAPITAL SERVICES	1XJM-L1QC-V6MQ	12/09/2021		20220107	176.15
				AMAZON CAPITAL SERVICES	16XG-HLNN-7XX9	12/09/2021		20220107	184.99

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				AMAZON CAPITAL SERVICES	1C3P-MFYX-CY4Y	12/09/2021		20220107	78.56
				AMAZON CAPITAL SERVICES	1MYF-JVFJ-QPWF	12/10/2021		20220107	251.94
				AMAZON CAPITAL SERVICES	13M9-H63Y-77TH	12/11/2021		20220107	55.90
				AMAZON CAPITAL SERVICES	1MMV-PFHW-JPWM	12/11/2021		20220107	85.14
				AMAZON CAPITAL SERVICES	1WGK-XHVH-RXKY	12/11/2021		20220107	202.70
				AMAZON CAPITAL SERVICES	1RKR-L3W4-YCM1	12/12/2021		20220107	79.99
				AMAZON CAPITAL SERVICES	1WXM-YXXK-1XMD	12/12/2021		20220107	81.92
				AMAZON CAPITAL SERVICES	1F67-7QGW-64DP	12/12/2021		20220107	15.84
				AMAZON CAPITAL SERVICES	1VQG-MMPT-WGK7	12/13/2021		20220107	109.97
				AMAZON CAPITAL SERVICES	1G99-LK7W-D3P7	12/13/2021		20220107	20.49
				AMAZON CAPITAL SERVICES	1MNN-3YLT-JX7G	12/13/2021		20220107	42.58
						CHECK		468161 TOTAL:	4,491.21
468162	01/07/2022	PRTD	151441	ARAMARK UNIFORM AND CAREER APPEAL	250000042673	12/08/2021		20220107	463.28
						CHECK		468162 TOTAL:	463.28
468163	01/07/2022	PRTD	151756	ARBEITER BREWING COMPANY LLC	535	12/16/2021		20220107	84.00
						CHECK		468163 TOTAL:	84.00
468164	01/07/2022	PRTD	106304	ASPEN MILLS INC	285151	12/08/2021		20220107	179.85
				ASPEN MILLS INC	285059	12/07/2021		20220107	92.80
				ASPEN MILLS INC	285240	12/10/2021		20220107	89.99
				ASPEN MILLS INC	285241	12/10/2021		20220107	188.99
				ASPEN MILLS INC	285242	12/10/2021		20220107	89.97
						CHECK		468164 TOTAL:	641.60
468165	01/07/2022	PRTD	100637	AUTOMOBILE SERVICE COMPANY	8521	12/10/2021		20220107	1,708.39
				AUTOMOBILE SERVICE COMPANY	8615	12/13/2021		20220107	172.74

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468165 TOTAL:	1,881.13
468166	01/07/2022	PRTD	125333	BARNUM COMPANIES INC	31587	12/09/2021		20220107	765.00
						CHECK		468166 TOTAL:	765.00
468167	01/07/2022	PRTD	100643	BARR ENGINEERING CO	23271895.00-3	12/13/2021		20220107	1,371.50
				BARR ENGINEERING CO	23270354.00-277	12/13/2021		20220107	7,665.50
				BARR ENGINEERING CO	23271910.00-2	12/13/2021		20220107	7,084.50
				BARR ENGINEERING CO	23271897.00-2	12/10/2021		20220107	2,321.50
				BARR ENGINEERING CO	23271799.00-14	12/13/2021		20220107	2,367.00
						CHECK		468167 TOTAL:	20,810.00
468168	01/07/2022	PRTD	102709	BDS LAUNDRY SYSTEMS	LMV415779	12/10/2021		20220107	271.95
						CHECK		468168 TOTAL:	271.95
468169	01/07/2022	PRTD	101355	BELLBOY CORPORATION	0092812800	12/16/2021		20220107	11,932.75
				BELLBOY CORPORATION	0092812600	12/16/2021		20220107	8,013.20
				BELLBOY CORPORATION	0104405800	12/16/2021		20220107	332.02
				BELLBOY CORPORATION	0092796100	12/16/2021		20220107	1,302.50
				BELLBOY CORPORATION	0092812900	12/16/2021		20220107	3,998.55
				BELLBOY CORPORATION	0104402500	12/16/2021		20220107	333.02
				BELLBOY CORPORATION	0092797000	12/16/2021		20220107	689.90
				BELLBOY CORPORATION	0092775700	12/16/2021		20220107	775.55
				BELLBOY CORPORATION	0104414300	12/18/2021		20220107	390.22
				BELLBOY CORPORATION	0092858600	12/17/2021		20220107	1,027.85
				BELLBOY CORPORATION	0104467600	12/22/2021		20220107	219.00
				BELLBOY CORPORATION	0092906400	12/22/2021		20220107	2,732.75
				BELLBOY CORPORATION	0092880100	12/22/2021		20220107	45.65

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				BELLBOY CORPORATION	0092880000	12/22/2021		20220107	253.30
				BELLBOY CORPORATION	0092943800	12/22/2021		20220107	1,631.50
				BELLBOY CORPORATION	0104466700	12/22/2021		20220107	356.58
				BELLBOY CORPORATION	0092879900	12/22/2021		20220107	187.30
				BELLBOY CORPORATION	0092879600	12/22/2021		20220107	1,586.90
						CHECK		468169 TOTAL:	35,808.54
468170	01/07/2022	PRTD	126847	BERRY COFFEE COMPANY	875856	12/09/2021		20220107	558.19
				BERRY COFFEE COMPANY	873213	11/23/2021		20220107	630.91
						CHECK		468170 TOTAL:	1,189.10
468171	01/07/2022	PRTD	142153	BLACK STACK BREWING INC	15562	12/16/2021		20220107	651.00
				BLACK STACK BREWING INC	15561	12/16/2021		20220107	371.00
				BLACK STACK BREWING INC	15560	12/16/2021		20220107	378.00
				BLACK STACK BREWING INC	15656	12/22/2021		20220107	442.00
				BLACK STACK BREWING INC	15655	12/22/2021		20220107	176.00
				BLACK STACK BREWING INC	15654	12/22/2021		20220107	262.00
						CHECK		468171 TOTAL:	2,280.00
468172	01/07/2022	PRTD	151149	BOARMAN KROOS VOGEL GROUP INC	58065	12/10/2021		20220107	5,265.00
						CHECK		468172 TOTAL:	5,265.00
468173	01/07/2022	PRTD	105367	BOUND TREE MEDICAL LLC	84317032	12/08/2021		20220107	560.00
				BOUND TREE MEDICAL LLC	84320956	12/10/2021		20220107	524.75
				BOUND TREE MEDICAL LLC	84320955	12/10/2021		20220107	1,941.20
				BOUND TREE MEDICAL LLC	84320957	12/10/2021		20220107	1,030.37
				BOUND TREE MEDICAL LLC	84322866	12/13/2021		20220107	37.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468173 TOTAL:	4,093.32
468174	01/07/2022	PRTD	119351	BOURGET IMPORTS	183240	12/14/2021		20220107	4,198.25
				BOURGET IMPORTS	183241	12/14/2021		20220107	4,739.75
				BOURGET IMPORTS	183438	12/16/2021		20220107	-97.75
				BOURGET IMPORTS	183444	12/20/2021		20220107	847.00
				BOURGET IMPORTS	183445	12/20/2021		20220107	1,146.50
				BOURGET IMPORTS	183443	12/20/2021		20220107	477.25
						CHECK		468174 TOTAL:	11,311.00
468175	01/07/2022	PRTD	100664	BRAUN INTERTEC CORPORATION	B276495	12/07/2021		20220107	226.75
						CHECK		468175 TOTAL:	226.75
468176	01/07/2022	PRTD	124291	BREAKTHRU BEVERAGE MINNESOTA WINE	342218905	12/15/2021		20220107	8,672.55
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218901	12/15/2021		20220107	9,426.09
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218906	12/15/2021		20220107	362.68
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218908	12/15/2021		20220107	285.66
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218904	12/15/2021		20220107	23.87
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218909	12/15/2021		20220107	45.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218907	12/15/2021		20220107	235.64
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218902	12/15/2021		20220107	613.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218903	12/15/2021		20220107	948.80
				BREAKTHRU BEVERAGE MINNESOTA WINE	342170202	12/10/2021		20220107	1,271.75
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218878	12/15/2021		20220107	613.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218877	12/15/2021		20220107	235.64
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218885	12/15/2021		20220107	169.25
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218882	12/15/2021		20220107	2,995.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218883	12/15/2021		20220107	844.90

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218880	12/15/2021		20220107	114.30
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218881	12/15/2021		20220107	13,676.17
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218884	12/15/2021		20220107	10,444.45
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218913	12/15/2021		20220107	169.25
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218912	12/15/2021		20220107	95.75
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218911	12/15/2021		20220107	23.87
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218915	12/15/2021		20220107	538.60
				BREAKTHRU BEVERAGE MINNESOTA WINE	342263369	12/17/2021		20220107	351.65
				BREAKTHRU BEVERAGE MINNESOTA WINE	342263368	12/17/2021		20220107	1,171.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	342218879	12/15/2021		20220107	178.95
				BREAKTHRU BEVERAGE MINNESOTA WINE	342263367	12/17/2021		20220107	1,171.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	342263361	12/17/2021		20220107	351.65
				BREAKTHRU BEVERAGE MINNESOTA WINE	342237406	12/15/2021		20220107	115.93
				BREAKTHRU BEVERAGE MINNESOTA WINE	342263359	12/17/2021		20220107	362.68
				BREAKTHRU BEVERAGE MINNESOTA WINE	342263360	12/17/2021		20220107	1,171.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299913	12/21/2021		20220107	727.95
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299912	12/21/2021		20220107	154.30
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299911	12/21/2021		20220107	252.28
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299910	12/21/2021		20220107	117.34
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299897	12/21/2021		20220107	38.87
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299898	12/21/2021		20220107	1,903.38
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299896	12/21/2021		20220107	679.75
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299914	12/21/2021		20220107	1,123.36
				BREAKTHRU BEVERAGE MINNESOTA WINE	342299915	12/21/2021		20220107	266.30
						CHECK	468176	TOTAL:	61,943.66

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468177	01/07/2022	PRTD	124529	BREAKTHRU BEVERAGE MINNESOTA BEER	342194455	12/14/2021		20220107	12,652.55
				BREAKTHRU BEVERAGE MINNESOTA BEER	342194442	12/14/2021		20220107	13,114.60
				BREAKTHRU BEVERAGE MINNESOTA BEER	342194441	12/14/2021		20220107	138.50
				BREAKTHRU BEVERAGE MINNESOTA BEER	342287015	12/20/2021		20220107	1,465.00
				BREAKTHRU BEVERAGE MINNESOTA BEER	342287025	12/20/2021		20220107	129.75
				BREAKTHRU BEVERAGE MINNESOTA BEER	342287024	12/20/2021		20220107	1,146.50
						CHECK		468177 TOTAL:	28,646.90
468178	01/07/2022	PRTD	100648	BERTELSON BROTHERS INC	WO-1160383-1	12/07/2021		20220107	34.04
				BERTELSON BROTHERS INC	WO-1160284-1	12/07/2021		20220107	171.95
				BERTELSON BROTHERS INC	WO-1161410-1	12/13/2021		20220107	31.16
						CHECK		468178 TOTAL:	237.15
468179	01/07/2022	PRTD	119455	CAPITOL BEVERAGE SALES LP	2629875	12/14/2021		20220107	14,022.40
				CAPITOL BEVERAGE SALES LP	2631663	12/17/2021		20220107	8,839.25
				CAPITOL BEVERAGE SALES LP	2631660	12/17/2021		20220107	2,842.60
				CAPITOL BEVERAGE SALES LP	2631659	12/17/2021		20220107	117.00
				CAPITOL BEVERAGE SALES LP	2631662	12/17/2021		20220107	24.00
				CAPITOL BEVERAGE SALES LP	2631661	12/17/2021		20220107	265.50
				CAPITOL BEVERAGE SALES LP	2632597	12/21/2021		20220107	323.60
				CAPITOL BEVERAGE SALES LP	2632596	12/21/2021		20220107	117.00
				CAPITOL BEVERAGE SALES LP	2633315	12/23/2021		20220107	1,099.65
				CAPITOL BEVERAGE SALES LP	2633311	12/23/2021		20220107	175.50
				CAPITOL BEVERAGE SALES LP	2633309	12/23/2021		20220107	145.60
				CAPITOL BEVERAGE SALES LP	2633310	12/23/2021		20220107	14.00
						CHECK		468179 TOTAL:	27,986.10

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468180	01/07/2022	PRTD	100683	CHEMSEARCH	7607720	12/07/2021		20220107	657.29
						CHECK		468180 TOTAL:	657.29
468181	01/07/2022	PRTD	142028	CINTAS CORPORATION	4104378194	12/13/2021		20220107	25.20
				CINTAS CORPORATION	4104374550	12/13/2021		20220107	11.78
				CINTAS CORPORATION	4104374689	12/13/2021		20220107	27.65
				CINTAS CORPORATION	4104374685	12/13/2021		20220107	34.88
				CINTAS CORPORATION	4104374764	12/13/2021		20220107	23.14
				CINTAS CORPORATION	4104374786	12/13/2021		20220107	33.05
				CINTAS CORPORATION	4104962011	12/17/2021		20220107	64.24
						CHECK		468181 TOTAL:	219.94
468182	01/07/2022	PRTD	122317	CITY OF EDINA - COMMUNICATIONS	COM-2555	12/12/2021		20220107	100.00
				CITY OF EDINA - COMMUNICATIONS	COM-2538	11/12/2021		20220107	110.00
						CHECK		468182 TOTAL:	210.00
468183	01/07/2022	PRTD	103216	CITY OF MINNEAPOLIS	431-0005.300-11/21	12/06/2021		20220107	10,570.50
						CHECK		468183 TOTAL:	10,570.50
468184	01/07/2022	PRTD	103216	CITY OF MINNEAPOLIS	431-0005.300-9/21	10/06/2021		20220107	22,427.73
						CHECK		468184 TOTAL:	22,427.73
468185	01/07/2022	PRTD	103216	CITY OF MINNEAPOLIS	431-0005.300-10/21	11/05/2021		20220107	14,448.96
						CHECK		468185 TOTAL:	14,448.96
468186	01/07/2022	PRTD	103216	CITY OF MINNEAPOLIS	431-0005.300-12/21	01/03/2022		20220107	10,332.99
						CHECK		468186 TOTAL:	10,332.99

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468187	01/07/2022	PRTD	120433	COMCAST HOLDINGS CORPORATION	0177449-12/21	12/25/2021		20220107	138.91
						CHECK		468187 TOTAL:	138.91
468188	01/07/2022	PRTD	160002	COMMERCIAL INFRASTRUCTURE CABLING	I10171	12/12/2021		20220107	3,468.33
						CHECK		468188 TOTAL:	3,468.33
468189	01/07/2022	PRTD	144092	CONCENTRA	103485417	12/08/2021		20220107	52.00
						CHECK		468189 TOTAL:	52.00
468190	01/07/2022	PRTD	160189	COYLE, ANN	1019	12/10/2021		20220107	960.00
						CHECK		468190 TOTAL:	960.00
468191	01/07/2022	PRTD	121668	CROWN PACKAGING CORP	3033887	12/08/2021		20220107	841.50
						CHECK		468191 TOTAL:	841.50
468192	01/07/2022	PRTD	101403	CRYSTEEL MANUFACTURING INC	LC00074657	12/09/2021		20220107	400.00
						CHECK		468192 TOTAL:	400.00
468193	01/07/2022	PRTD	100699	CULLIGAN SOFTWATER SERVICE COMPAN	114X83693008	11/30/2021		20220107	14.35
						CHECK		468193 TOTAL:	14.35
468194	01/07/2022	PRTD	103799	CURBSIDE LANDSCAPE & IRRIGATION	240845	12/08/2021		20220107	427.00
						CHECK		468194 TOTAL:	427.00
468195	01/07/2022	PRTD	119214	CUSTOM HOSE TECH	109067	12/08/2021		20220107	177.47
						CHECK		468195 TOTAL:	177.47
468196	01/07/2022	PRTD	102514	CUTTER & BUCK INC	95912536	12/07/2021		20220107	424.74
						CHECK		468196 TOTAL:	424.74

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468197	01/07/2022	PRTD	133169	DAIKIN APPLIED	3331226	12/09/2021		20220107	801.75
						CHECK		468197 TOTAL:	801.75
468198	01/07/2022	PRTD	100718	DELEGARD TOOL COMPANY	106330/1	12/10/2021		20220107	118.13
				DELEGARD TOOL COMPANY	100041/1	12/10/2021		20220107	170.96
						CHECK		468198 TOTAL:	289.09
468199	01/07/2022	PRTD	121103	DIRECTV GROUP INC	016523692X211213	12/13/2021		20220107	98.98
						CHECK		468199 TOTAL:	98.98
468200	01/07/2022	PRTD	160094	DISGRUNTLED BREWERY, LLC	297	12/22/2021		20220107	276.00
						CHECK		468200 TOTAL:	276.00
468201	01/07/2022	PRTD	150827	DRASTIC MEASURES BREWING, LLC	1778	12/15/2021		20220107	288.00
				DRASTIC MEASURES BREWING, LLC	1785	12/21/2021		20220107	216.00
						CHECK		468201 TOTAL:	504.00
468202	01/07/2022	PRTD	101630	EDINA COMMUNICATION EDUCATION	2122-2102	12/08/2021		20220107	118.07
				EDINA COMMUNICATION EDUCATION	2122-655 (Nov 2021)	12/07/2021		20220107	369.75
				EDINA COMMUNICATION EDUCATION	2122-654	12/08/2021		20220107	698.18
				EDINA COMMUNICATION EDUCATION	2122-639	12/07/2021		20220107	236.50
						CHECK		468202 TOTAL:	1,422.50
468203	01/07/2022	PRTD	105906	EGAN COMPANY	JC10229745	12/09/2021		20220107	6,850.00
						CHECK		468203 TOTAL:	6,850.00
468204	01/07/2022	PRTD	100049	EHLERS AND ASSOCIATES	89094	12/09/2021		20220107	191.25
				EHLERS AND ASSOCIATES	89095	12/09/2021		20220107	1,530.00
				EHLERS AND ASSOCIATES	89096	12/09/2021		20220107	573.75

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				EHLERS AND ASSOCIATES	89098	12/09/2021		20220107	375.00
				EHLERS AND ASSOCIATES	89097	12/09/2021		20220107	446.25
				EHLERS AND ASSOCIATES	89099	12/09/2021		20220107	2,996.25
						CHECK	468204 TOTAL:		6,112.50
468205	01/07/2022	PRTD	160062	ELM CREEK BREWING COMPANY	E-1617	12/22/2021		20220107	204.00
						CHECK	468205 TOTAL:		204.00
468206	01/07/2022	PRTD	122792	EMERGENCY AUTOMOTIVE TECHNOLOGIES	MP101521-56	11/30/2021		20220107	4,500.00
				EMERGENCY AUTOMOTIVE TECHNOLOGIES	JOR21074	12/09/2021		20220107	7,724.55
				EMERGENCY AUTOMOTIVE TECHNOLOGIES	JOR21077	12/09/2021		20220107	5,997.35
				EMERGENCY AUTOMOTIVE TECHNOLOGIES	JOR21076	12/09/2021		20220107	5,997.36
						CHECK	468206 TOTAL:		24,219.26
468207	01/07/2022	PRTD	147181	FALLING BREWERY - BERGMAN LEDGE L	E-5238	12/15/2021		20220107	675.00
				FALLING BREWERY - BERGMAN LEDGE L	E-5237	12/15/2021		20220107	795.00
				FALLING BREWERY - BERGMAN LEDGE L	E-5285	12/21/2021		20220107	325.00
				FALLING BREWERY - BERGMAN LEDGE L	E-5284	12/21/2021		20220107	380.00
						CHECK	468207 TOTAL:		2,175.00
468208	01/07/2022	PRTD	103600	FERGUSON US HOLDINGS INC	0487851	12/10/2021		20220107	3,462.14
						CHECK	468208 TOTAL:		3,462.14
468209	01/07/2022	PRTD	132866	SAWTOOTH HOLDINGS	F9312	12/13/2021		20220107	2,217.00
						CHECK	468209 TOTAL:		2,217.00
468210	01/07/2022	PRTD	102727	FORCE AMERICA DISTRIBUTING LLC	001-1595770	12/09/2021		20220107	197.64
						CHECK	468210 TOTAL:		197.64

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468211	01/07/2022	PRTD	142334	MII LIFE INSURANCE INC	008816 12/21	12/07/2021		20220107	2,049.50
						CHECK		468211 TOTAL:	2,049.50
468212	01/07/2022	PRTD	102456	GALLS PARENT HOLDINGS LLC	BC1502834	12/08/2021		20220107	652.00
				GALLS PARENT HOLDINGS LLC	BC1503793	12/09/2021		20220107	1,397.96
				GALLS PARENT HOLDINGS LLC	BC1503857	12/09/2021		20220107	522.00
				GALLS PARENT HOLDINGS LLC	BC1504067	12/09/2021		20220107	51.59
						CHECK		468212 TOTAL:	2,623.55
468213	01/07/2022	PRTD	144412	WINEBOW	MN00105593	12/15/2021		20220107	5,425.00
				WINEBOW	MN00105591	12/15/2021		20220107	318.00
				WINEBOW	MN00105592	12/15/2021		20220107	1,440.00
				WINEBOW	MN00105589	12/15/2021		20220107	891.00
				WINEBOW	MN00105590	12/15/2021		20220107	2,315.00
				WINEBOW	MN00105569	12/15/2021		20220107	1,708.00
				WINEBOW	MN00105756	12/17/2021		20220107	1,260.00
				WINEBOW	MN00105757	12/17/2021		20220107	3,780.00
				WINEBOW	MN00105876	12/21/2021		20220107	165.00
				WINEBOW	MN00105875	12/21/2021		20220107	976.00
				WINEBOW	MN00105891	12/21/2021		20220107	1,080.00
						CHECK		468213 TOTAL:	19,358.00
468214	01/07/2022	PRTD	130116	HARRIS	160006016	12/13/2021		20220107	735.00
						CHECK		468214 TOTAL:	735.00
468215	01/07/2022	PRTD	100797	HAWKINS INC	6087334	12/07/2021		20220107	3,007.35
						CHECK		468215 TOTAL:	3,007.35

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468216	01/07/2022	PRTD	104375	HOHENSTEINS INC	465661	12/14/2021		20220107	6,152.40
				HOHENSTEINS INC	465650	12/14/2021		20220107	75.60
				HOHENSTEINS INC	465645	12/14/2021		20220107	96.40
				HOHENSTEINS INC	465646	12/14/2021		20220107	8,030.70
				HOHENSTEINS INC	467254	12/20/2021		20220107	90.00
							CHECK	468216 TOTAL:	14,445.10
468217	01/07/2022	PRTD	131544	INDEED BREWING COMPANY MN LLC	W-196291	12/15/2021		20220107	2,049.30
				INDEED BREWING COMPANY MN LLC	W-196290	12/15/2021		20220107	1,979.95
				INDEED BREWING COMPANY MN LLC	W-196276	12/16/2021		20220107	338.00
				INDEED BREWING COMPANY MN LLC	W-196275	12/17/2021		20220107	624.55
				INDEED BREWING COMPANY MN LLC	W-196278	12/16/2021		20220107	169.00
				INDEED BREWING COMPANY MN LLC	W-196723	12/21/2021		20220107	213.45
				INDEED BREWING COMPANY MN LLC	W-196682	12/21/2021		20220107	285.30
				INDEED BREWING COMPANY MN LLC	W-196726	12/21/2021		20220107	95.10
							CHECK	468217 TOTAL:	5,754.65
468218	01/07/2022	PRTD	100814	INDELCO PLASTICS CORPORATION	INV297877	12/07/2021		20220107	72.96
				INDELCO PLASTICS CORPORATION	INV298199	12/07/2021		20220107	14.88
							CHECK	468218 TOTAL:	87.84
468219	01/07/2022	PRTD	146407	INGCO INTERNATIONAL	601094	12/05/2021		20220107	3,000.00
							CHECK	468219 TOTAL:	3,000.00
468220	01/07/2022	PRTD	150898	INVICTUS BREWING INC	E-1106	12/14/2021		20220107	186.00
							CHECK	468220 TOTAL:	186.00

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CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468221	01/07/2022	PRTD	100828	JERRY'S ENTERPRISES INC	STREETS - 11/21	11/25/2021		20220107	37.57
						CHECK		468221 TOTAL:	37.57
468222	01/07/2022	PRTD	100828	JERRY'S ENTERPRISES INC	89188	12/13/2021		20220107	380.00
						CHECK		468222 TOTAL:	380.00
468223	01/07/2022	PRTD	102146	JESSEN PRESS INC	688147	12/08/2021		20220107	3,024.30
						CHECK		468223 TOTAL:	3,024.30
468224	01/07/2022	PRTD	100741	JJ TAYLOR DISTRIBUTING CO OF MINN	3259624	12/15/2021		20220107	11,672.49
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259623	12/15/2021		20220107	83.10
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259622	12/15/2021		20220107	543.40
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259620	12/15/2021		20220107	189.40
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259619	12/15/2021		20220107	495.75
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259618	12/15/2021		20220107	16,993.11
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259617	12/15/2021		20220107	4,828.10
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259621	12/15/2021		20220107	246.20
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259659	12/21/2021		20220107	396.70
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259658	12/21/2021		20220107	1,783.60
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259657	12/21/2021		20220107	575.80
				JJ TAYLOR DISTRIBUTING CO OF MINN	3259665	12/21/2021		20220107	115.70
						CHECK		468224 TOTAL:	37,923.35
468225	01/07/2022	PRTD	131456	JOHN J MORGAN COMPANY	35819	12/08/2021		20220107	126.99
						CHECK		468225 TOTAL:	126.99
468226	01/07/2022	PRTD	100835	ARTISAN BEER COMPANY	3511129	12/10/2021		20220107	2,770.10
				ARTISAN BEER COMPANY	3511130	12/10/2021		20220107	307.75

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				ARTISAN BEER COMPANY	3511985	12/16/2021		20220107	226.80
				ARTISAN BEER COMPANY	3511984	12/16/2021		20220107	8,171.95
				ARTISAN BEER COMPANY	3511983	12/16/2021		20220107	2,840.05
				ARTISAN BEER COMPANY	3512115	12/16/2021		20220107	406.40
				ARTISAN BEER COMPANY	3511967	12/16/2021		20220107	191.20
				ARTISAN BEER COMPANY	3512117	12/16/2021		20220107	280.05
				ARTISAN BEER COMPANY	322588	12/13/2021		20220107	-29.94
				ARTISAN BEER COMPANY	322614	12/14/2021		20220107	-123.08
				ARTISAN BEER COMPANY	3513151	12/22/2021		20220107	767.50
				ARTISAN BEER COMPANY	322396	12/09/2021		20220107	-12.00
				ARTISAN BEER COMPANY	3513152	12/22/2021		20220107	303.30
				ARTISAN BEER COMPANY	323107	12/20/2021		20220107	-48.62
						CHECK		468226 TOTAL:	16,051.46
468227	01/07/2022	PRTD	100835	PHILLIPS WINE & SPIRITS	6320605	12/16/2021		20220107	1,709.76
				PHILLIPS WINE & SPIRITS	6320604	12/16/2021		20220107	2.38
				PHILLIPS WINE & SPIRITS	6320603	12/16/2021		20220107	559.95
				PHILLIPS WINE & SPIRITS	6320602	12/16/2021		20220107	246.07
				PHILLIPS WINE & SPIRITS	6320601	12/16/2021		20220107	4,274.54
				PHILLIPS WINE & SPIRITS	6320590	12/16/2021		20220107	1,871.32
				PHILLIPS WINE & SPIRITS	6320588	12/16/2021		20220107	763.14
				PHILLIPS WINE & SPIRITS	6320600	12/16/2021		20220107	8,586.64
				PHILLIPS WINE & SPIRITS	6320587	12/16/2021		20220107	381.57
				PHILLIPS WINE & SPIRITS	6320598	12/16/2021		20220107	1,006.18
				PHILLIPS WINE & SPIRITS	6320599	12/16/2021		20220107	81.19
				PHILLIPS WINE & SPIRITS	6319898	12/17/2021		20220107	565.19
				PHILLIPS WINE & SPIRITS	6320586	12/17/2021		20220107	3,148.17

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CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				PHILLIPS WINE & SPIRITS	6320594	12/16/2021		20220107	1,294.28
				PHILLIPS WINE & SPIRITS	6320596	12/16/2021		20220107	324.76
				PHILLIPS WINE & SPIRITS	6320591	12/16/2021		20220107	800.46
				PHILLIPS WINE & SPIRITS	6321503	12/16/2021		20220107	338.36
				PHILLIPS WINE & SPIRITS	6320597	12/17/2021		20220107	698.53
				PHILLIPS WINE & SPIRITS	6320592	12/17/2021		20220107	1,167.47
				PHILLIPS WINE & SPIRITS	6320595	12/17/2021		20220107	3,823.65
				PHILLIPS WINE & SPIRITS	6324158	12/22/2021		20220107	59.40
				PHILLIPS WINE & SPIRITS	6324157	12/22/2021		20220107	1,842.63
				PHILLIPS WINE & SPIRITS	6324156	12/22/2021		20220107	90.38
				PHILLIPS WINE & SPIRITS	6324155	12/22/2021		20220107	1,059.90
				PHILLIPS WINE & SPIRITS	6324152	12/22/2021		20220107	1,055.48
				PHILLIPS WINE & SPIRITS	6324153	12/22/2021		20220107	169.18
				PHILLIPS WINE & SPIRITS	6324154	12/22/2021		20220107	81.19
				PHILLIPS WINE & SPIRITS	6324164	12/22/2021		20220107	281.37
				PHILLIPS WINE & SPIRITS	6324163	12/22/2021		20220107	1,090.65
				PHILLIPS WINE & SPIRITS	6324162	12/22/2021		20220107	844.76
							CHECK	468227 TOTAL:	38,218.55
468228	01/07/2022	PRTD	100835	WINE MERCHANTS	7359446	12/11/2021		20220107	345.19
				WINE MERCHANTS	7360571	12/16/2021		20220107	2,511.47
				WINE MERCHANTS	7360565	12/16/2021		20220107	2,502.76
				WINE MERCHANTS	7360573	12/16/2021		20220107	8,975.34
				WINE MERCHANTS	7360561	12/16/2021		20220107	812.77
				WINE MERCHANTS	7360570	12/16/2021		20220107	1,103.80
				WINE MERCHANTS	7360572	12/16/2021		20220107	1,493.09

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				WINE MERCHANTS	7360574	12/16/2021		20220107	1,131.90
				WINE MERCHANTS	7360560	12/16/2021		20220107	756.96
				WINE MERCHANTS	7360563	12/16/2021		20220107	183.57
				WINE MERCHANTS	7360566	12/16/2021		20220107	6,993.78
				WINE MERCHANTS	7360567	12/16/2021		20220107	1,517.09
				WINE MERCHANTS	7360568	12/16/2021		20220107	1,131.90
				WINE MERCHANTS	7360569	12/16/2021		20220107	2,268.56
				WINE MERCHANTS	7360875	12/17/2021		20220107	730.71
				WINE MERCHANTS	7360576	12/16/2021		20220107	26.19
				WINE MERCHANTS	7360578	12/16/2021		20220107	811.90
				WINE MERCHANTS	7360579	12/16/2021		20220107	244.76
				WINE MERCHANTS	7360562	12/16/2021		20220107	812.77
				WINE MERCHANTS	7360564	12/16/2021		20220107	1,471.19
				WINE MERCHANTS	7360580	12/18/2021		20220107	2,321.85
				WINE MERCHANTS	7361722	12/22/2021		20220107	2,073.04
				WINE MERCHANTS	7361719	12/22/2021		20220107	1,006.19
				WINE MERCHANTS	7361717	12/22/2021		20220107	2,012.38
				WINE MERCHANTS	7361718	12/22/2021		20220107	72.57
				WINE MERCHANTS	7361721	12/22/2021		20220107	936.76
				WINE MERCHANTS	7361724	12/22/2021		20220107	988.34
				WINE MERCHANTS	7361723	12/22/2021		20220107	48.38
				WINE MERCHANTS	7361720	12/22/2021		20220107	2,012.38
							CHECK	468228 TOTAL:	47,297.59
468229	01/07/2022	PRTD	100835	JOHNSON BROTHERS LIQUOR CO	1954085	12/16/2021		20220107	2,604.99
				JOHNSON BROTHERS LIQUOR CO	1954083	12/16/2021		20220107	58.38
				JOHNSON BROTHERS LIQUOR CO	1954082	12/16/2021		20220107	836.16

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CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
			JOHNSON BROTHERS LIQUOR CO	1954081	12/16/2021		20220107	3,247.72
			JOHNSON BROTHERS LIQUOR CO	1954080	12/16/2021		20220107	910.50
			JOHNSON BROTHERS LIQUOR CO	1954079	12/16/2021		20220107	1,217.58
			JOHNSON BROTHERS LIQUOR CO	1954078	12/16/2021		20220107	3,280.62
			JOHNSON BROTHERS LIQUOR CO	1954077	12/16/2021		20220107	2,741.38
			JOHNSON BROTHERS LIQUOR CO	1954084	12/16/2021		20220107	11,071.91
			JOHNSON BROTHERS LIQUOR CO	1954075	12/16/2021		20220107	7,015.49
			JOHNSON BROTHERS LIQUOR CO	1954063	12/16/2021		20220107	.30
			JOHNSON BROTHERS LIQUOR CO	1954067	12/16/2021		20220107	891.90
			JOHNSON BROTHERS LIQUOR CO	1954072	12/16/2021		20220107	1,493.38
			JOHNSON BROTHERS LIQUOR CO	1954076	12/16/2021		20220107	4,007.91
			JOHNSON BROTHERS LIQUOR CO	1954059	12/16/2021		20220107	1,016.36
			JOHNSON BROTHERS LIQUOR CO	1954060	12/16/2021		20220107	1,247.90
			JOHNSON BROTHERS LIQUOR CO	1954061	12/16/2021		20220107	357.57
			JOHNSON BROTHERS LIQUOR CO	1954064	12/16/2021		20220107	428.55
			JOHNSON BROTHERS LIQUOR CO	1954065	12/16/2021		20220107	504.19
			JOHNSON BROTHERS LIQUOR CO	1954068	12/16/2021		20220107	356.76
			JOHNSON BROTHERS LIQUOR CO	1954069	12/16/2021		20220107	393.48
			JOHNSON BROTHERS LIQUOR CO	1954070	12/16/2021		20220107	2,276.22
			JOHNSON BROTHERS LIQUOR CO	1954071	12/16/2021		20220107	4,198.39
			JOHNSON BROTHERS LIQUOR CO	1954489	12/16/2021		20220107	1,535.57
			JOHNSON BROTHERS LIQUOR CO	1954487	12/16/2021		20220107	451.19
			JOHNSON BROTHERS LIQUOR CO	1954096	12/16/2021		20220107	29.19
			JOHNSON BROTHERS LIQUOR CO	1954095	12/16/2021		20220107	4,596.41
			JOHNSON BROTHERS LIQUOR CO	1954093	12/16/2021		20220107	374.22
			JOHNSON BROTHERS LIQUOR CO	1954092	12/16/2021		20220107	3,306.22

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
			JOHNSON BROTHERS LIQUOR CO	1954090	12/16/2021		20220107	194.38
			JOHNSON BROTHERS LIQUOR CO	1954073	12/16/2021		20220107	1,493.38
			JOHNSON BROTHERS LIQUOR CO	1954066	12/16/2021		20220107	899.04
			JOHNSON BROTHERS LIQUOR CO	1954097	12/16/2021		20220107	2,023.12
			JOHNSON BROTHERS LIQUOR CO	1954493	12/16/2021		20220107	1,535.57
			JOHNSON BROTHERS LIQUOR CO	1955558	12/17/2021		20220107	450.00
			JOHNSON BROTHERS LIQUOR CO	1954491	12/16/2021		20220107	1,535.57
			JOHNSON BROTHERS LIQUOR CO	1954488	12/16/2021		20220107	451.19
			JOHNSON BROTHERS LIQUOR CO	1954094	12/18/2021		20220107	776.32
			JOHNSON BROTHERS LIQUOR CO	1958676	12/22/2021		20220107	791.68
			JOHNSON BROTHERS LIQUOR CO	1958675	12/22/2021		20220107	708.35
			JOHNSON BROTHERS LIQUOR CO	1958674	12/22/2021		20220107	1,795.41
			JOHNSON BROTHERS LIQUOR CO	1958673	12/22/2021		20220107	371.42
			JOHNSON BROTHERS LIQUOR CO	1958672	12/22/2021		20220107	762.70
			JOHNSON BROTHERS LIQUOR CO	1958671	12/22/2021		20220107	439.73
			JOHNSON BROTHERS LIQUOR CO	1958670	12/22/2021		20220107	112.68
			JOHNSON BROTHERS LIQUOR CO	1958669	12/22/2021		20220107	269.65
			JOHNSON BROTHERS LIQUOR CO	1958668	12/22/2021		20220107	414.88
			JOHNSON BROTHERS LIQUOR CO	1958660	12/22/2021		20220107	196.26
			JOHNSON BROTHERS LIQUOR CO	1958661	12/22/2021		20220107	219.82
			JOHNSON BROTHERS LIQUOR CO	1958662	12/22/2021		20220107	538.46
			JOHNSON BROTHERS LIQUOR CO	1958663	12/22/2021		20220107	773.52
			JOHNSON BROTHERS LIQUOR CO	1958664	12/22/2021		20220107	105.10
			JOHNSON BROTHERS LIQUOR CO	1958665	12/22/2021		20220107	1,049.26
			JOHNSON BROTHERS LIQUOR CO	1958666	12/22/2021		20220107	363.57
			JOHNSON BROTHERS LIQUOR CO	1958667	12/22/2021		20220107	918.64

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				JOHNSON BROTHERS LIQUOR CO	1958687	12/22/2021		20220107	434.38
				JOHNSON BROTHERS LIQUOR CO	1958686	12/22/2021		20220107	1,677.18
				JOHNSON BROTHERS LIQUOR CO	1958682	12/22/2021		20220107	246.23
				JOHNSON BROTHERS LIQUOR CO	1958685	12/22/2021		20220107	38.19
				JOHNSON BROTHERS LIQUOR CO	1958684	12/22/2021		20220107	367.85
				JOHNSON BROTHERS LIQUOR CO	1958683	12/22/2021		20220107	1,365.92
				JOHNSON BROTHERS LIQUOR CO	1958680	12/22/2021		20220107	124.57
				JOHNSON BROTHERS LIQUOR CO	1958688	12/22/2021		20220107	670.76
				JOHNSON BROTHERS LIQUOR CO	1958679	12/22/2021		20220107	353.75
				JOHNSON BROTHERS LIQUOR CO	1958681	12/22/2021		20220107	162.38
						CHECK		468229 TOTAL:	85,081.35
468230	01/07/2022	PRTD	145396	JUNKYARD BREWING COMPANY LLC	003382	12/10/2021		20220107	578.00
				JUNKYARD BREWING COMPANY LLC	003429	12/20/2021		20220107	422.00
				JUNKYARD BREWING COMPANY LLC	003430	12/20/2021		20220107	333.00
						CHECK		468230 TOTAL:	1,333.00
468231	01/07/2022	PRTD	103409	KELBRO COMPANY	2707761	12/11/2021		20220107	72.00
				KELBRO COMPANY	2708279	12/16/2021		20220107	42.00
				KELBRO COMPANY	2712210	12/23/2021		20220107	178.60
						CHECK		468231 TOTAL:	292.60
468232	01/07/2022	PRTD	124002	KIMLEY-HORN AND ASSOCIATES INC	20235224	11/30/2021		20220107	2,157.12
				KIMLEY-HORN AND ASSOCIATES INC	20258041	11/30/2021		20220107	430.00
				KIMLEY-HORN AND ASSOCIATES INC	20258042	11/30/2021		20220107	3,290.00
						CHECK		468232 TOTAL:	5,877.12

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468233	01/07/2022	PRTD	100944	KIWI KAI IMPORTS INC	149706	12/14/2021		20220107	89.25
				KIWI KAI IMPORTS INC	149701	12/14/2021		20220107	1,202.50
				KIWI KAI IMPORTS INC	149699	12/14/2021		20220107	5,294.45
				KIWI KAI IMPORTS INC	149702	12/14/2021		20220107	2,705.25
				KIWI KAI IMPORTS INC	149692	12/14/2021		20220107	4,117.00
				KIWI KAI IMPORTS INC	150111	12/19/2021		20220107	98.25
				KIWI KAI IMPORTS INC	150110	12/19/2021		20220107	145.25
				KIWI KAI IMPORTS INC	150113/150877	12/19/2021		20220107	763.00
				KIWI KAI IMPORTS INC	150114	12/19/2021		20220107	496.00
						CHECK		468233 TOTAL:	14,910.95
468234	01/07/2022	PRTD	144983	KLEIN UNDERGROUND LLC	54047	12/07/2021		20220107	6,475.00
				KLEIN UNDERGROUND LLC	54075	12/13/2021		20220107	6,375.00
						CHECK		468234 TOTAL:	12,850.00
468235	01/07/2022	PRTD	116776	JASPERSEN ENTERPRISES INC	88969	12/09/2021		20220107	340.00
						CHECK		468235 TOTAL:	340.00
468236	01/07/2022	PRTD	151024	LA DONA SBC	5183	12/15/2021		20220107	262.00
				LA DONA SBC	5182	12/15/2021		20220107	370.00
				LA DONA SBC	5181	12/15/2021		20220107	112.00
						CHECK		468236 TOTAL:	744.00
468237	01/07/2022	PRTD	143544	LADY A LITERARY	57	12/08/2021		20220107	3,813.75
						CHECK		468237 TOTAL:	3,813.75
468238	01/07/2022	PRTD	160224	LAFORCE HOLDINGS INC	1179156	12/09/2021		20220107	898.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468238 TOTAL:	898.00
468239	01/07/2022	PRTD	101220	LANO EQUIPMENT INC	01-881612	12/09/2021		20220107	600.00
						CHECK		468239 TOTAL:	600.00
468240	01/07/2022	PRTD	100852	LAWSON PRODUCTS INC	9309077847	12/08/2021		20220107	140.44
				LAWSON PRODUCTS INC	9309077848	12/08/2021		20220107	550.48
				LAWSON PRODUCTS INC	9309087596	12/10/2021		20220107	683.45
				LAWSON PRODUCTS INC	9500246139	12/13/2021		20220107	-14.72
						CHECK		468240 TOTAL:	1,359.65
468241	01/07/2022	PRTD	135867	LIBATION PROJECT	41441	12/14/2021		20220107	1,177.00
				LIBATION PROJECT	41442	12/14/2021		20220107	1,085.50
						CHECK		468241 TOTAL:	2,262.50
468242	01/07/2022	PRTD	160043	LIFE SAFETY SYSTEMS INC.	88968	12/08/2021		20220107	540.00
						CHECK		468242 TOTAL:	540.00
468243	01/07/2022	PRTD	146427	LUCID BREWING LLC	12636	12/14/2021		20220107	200.00
				LUCID BREWING LLC	12637	12/14/2021		20220107	463.00
				LUCID BREWING LLC	12692	12/20/2021		20220107	200.00
				LUCID BREWING LLC	12694	12/20/2021		20220107	150.00
						CHECK		468243 TOTAL:	1,013.00
468244	01/07/2022	PRTD	141916	LUPULIN BREWING COMPANY	42043	12/15/2021		20220107	390.00
				LUPULIN BREWING COMPANY	42044	12/15/2021		20220107	195.00
				LUPULIN BREWING COMPANY	42045	12/15/2021		20220107	240.70
				LUPULIN BREWING COMPANY	42173	12/20/2021		20220107	110.70

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468244 TOTAL:	936.40
468245	01/07/2022	PRTD	100864	MACQUEEN EQUIPMENT LLC	P38877	12/08/2021		20220107	316.20
						CHECK		468245 TOTAL:	316.20
468246	01/07/2022	PRTD	134063	MANSFIELD OIL COMPANY	22781746	11/29/2021		20220107	2,051.89
						CHECK		468246 TOTAL:	2,051.89
468247	01/07/2022	PRTD	122554	MATHESON TRI-GAS INC	0024720989	12/09/2021		20220107	275.12
						CHECK		468247 TOTAL:	275.12
468248	01/07/2022	PRTD	141215	MAVERICK WINE LLC	INV692848	12/14/2021		20220107	969.96
				MAVERICK WINE LLC	INV692844	12/14/2021		20220107	792.48
				MAVERICK WINE LLC	INV692837	12/14/2021		20220107	105.48
				MAVERICK WINE LLC	INV692839	12/14/2021		20220107	86.52
				MAVERICK WINE LLC	INV696961	12/21/2021		20220107	161.50
				MAVERICK WINE LLC	INV696962	12/21/2021		20220107	161.50
				MAVERICK WINE LLC	INV696963	12/21/2021		20220107	161.50
						CHECK		468248 TOTAL:	2,438.94
468249	01/07/2022	PRTD	130477	MCDONALD DISTRIBUTING COMPANY	610667	12/15/2021		20220107	1,189.50
				MCDONALD DISTRIBUTING COMPANY	610666	12/15/2021		20220107	408.00
				MCDONALD DISTRIBUTING COMPANY	610664	12/15/2021		20220107	408.00
				MCDONALD DISTRIBUTING COMPANY	610663	12/15/2021		20220107	1,312.00
				MCDONALD DISTRIBUTING COMPANY	610665	12/15/2021		20220107	564.00
				MCDONALD DISTRIBUTING COMPANY	610662	12/15/2021		20220107	1,953.50
				MCDONALD DISTRIBUTING COMPANY	611604	12/22/2021		20220107	96.00
				MCDONALD DISTRIBUTING COMPANY	611606	12/22/2021		20220107	787.00
				MCDONALD DISTRIBUTING COMPANY	611525	12/22/2021		20220107	486.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				MCDONALD DISTRIBUTING COMPANY	611607	12/22/2021		20220107	353.00
						CHECK		468249 TOTAL:	7,557.00
468250	01/07/2022	PRTD	121441	MED ALLIANCE GROUP INC	225512	12/13/2021		20220107	217.25
						CHECK		468250 TOTAL:	217.25
468251	01/07/2022	PRTD	101483	MENARDS INC	52090	12/10/2021		20220107	22.95
				MENARDS INC	51857	12/06/2021		20220107	43.23
				MENARDS INC	51854	12/06/2021		20220107	38.67
						CHECK		468251 TOTAL:	104.85
468252	01/07/2022	PRTD	102507	METRO VOLLEYBALL OFFICIALS ASSOCI	1297	12/07/2021		20220107	372.00
						CHECK		468252 TOTAL:	372.00
468253	01/07/2022	PRTD	138732	TRADITION WINE & SPIRITS LLC	29522	12/15/2021		20220107	1,134.00
				TRADITION WINE & SPIRITS LLC	29521	12/15/2021		20220107	815.00
						CHECK		468253 TOTAL:	1,949.00
468254	01/07/2022	PRTD	145395	MILK AND HONEY LLC	9623	12/16/2021		20220107	198.00
				MILK AND HONEY LLC	9622	12/16/2021		20220107	198.00
						CHECK		468254 TOTAL:	396.00
468255	01/07/2022	PRTD	102174	MINNEAPOLIS OXYGEN COMPANY	20216036	12/10/2021		20220107	37.00
						CHECK		468255 TOTAL:	37.00
468256	01/07/2022	PRTD	128914	BJKK DEVELOPMENT	32185	12/07/2021		20220107	48.94
				BJKK DEVELOPMENT	32186	12/07/2021		20220107	21.42
						CHECK		468256 TOTAL:	70.36

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468257	01/07/2022	PRTD	100898	MINVALCO INC	242690	12/08/2021		20220107	291.85
						CHECK		468257 TOTAL:	291.85
468258	01/07/2022	PRTD	140955	MODIST BREWING LLC	E-27450	12/14/2021		20220107	637.41
				MODIST BREWING LLC	E-27451	12/14/2021		20220107	1,406.25
				MODIST BREWING LLC	E-27655	12/21/2021		20220107	135.00
						CHECK		468258 TOTAL:	2,178.66
468259	01/07/2022	PRTD	100906	MTI DISTRIBUTING INC	1331261-00	12/10/2021		20220107	32.96
						CHECK		468259 TOTAL:	32.96
468260	01/07/2022	PRTD	106662	NET LITIN DISTRIBUTORS	649823	12/07/2021		20220107	1,071.00
						CHECK		468260 TOTAL:	1,071.00
468261	01/07/2022	PRTD	100076	NEW FRANCE WINE CO	181846	12/15/2021		20220107	3,438.00
				NEW FRANCE WINE CO	181928	12/15/2021		20220107	1,382.00
				NEW FRANCE WINE CO	181844	12/15/2021		20220107	3,074.00
				NEW FRANCE WINE CO	181843	12/15/2021		20220107	3,738.00
				NEW FRANCE WINE CO	181927	12/15/2021		20220107	1,382.00
				NEW FRANCE WINE CO	182098	12/20/2021		20220107	980.00
				NEW FRANCE WINE CO	182097	12/20/2021		20220107	546.00
				NEW FRANCE WINE CO	182101	12/20/2021		20220107	710.00
				NEW FRANCE WINE CO	182271	12/22/2021		20220107	372.00
						CHECK		468261 TOTAL:	15,622.00
468262	01/07/2022	PRTD	125089	NOKOMIS SHOE SHOP INC	1617	12/07/2021		20220107	5,284.40
						CHECK		468262 TOTAL:	5,284.40

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468263	01/07/2022	PRTD	105901	OERTEL ARCHITECTS	20-14b.6	12/08/2021		20220107	196.00
				OERTEL ARCHITECTS	20-23.7	12/09/2021		20220107	13,068.49
				OERTEL ARCHITECTS	20-37.4	12/10/2021		20220107	940.81
							CHECK	468263 TOTAL:	14,205.30
468264	01/07/2022	PRTD	141965	OMNI BREWING COMPANY LLC	E-11199	12/13/2021		20220107	148.00
							CHECK	468264 TOTAL:	148.00
468265	01/07/2022	PRTD	999996	Dianna Newell	34231302-REFUND	12/07/2021		20220107	15.00
							CHECK	468265 TOTAL:	15.00
468266	01/07/2022	PRTD	145078	PACIFIC RIM VENTURES INC	1364839-00	12/13/2021		20220107	106.61
							CHECK	468266 TOTAL:	106.61
468267	01/07/2022	PRTD	104916	PAINTERS GEAR INC	65754	12/01/2021		20220107	392.17
							CHECK	468267 TOTAL:	392.17
468268	01/07/2022	PRTD	151973	PAINTING BY NAKASONE INC	5913	12/08/2021		20220107	3,440.00
							CHECK	468268 TOTAL:	3,440.00
468269	01/07/2022	PRTD	100945	PEPSI-COLA COMPANY	19252458	12/21/2021		20220107	828.99
				PEPSI-COLA COMPANY	19577455	12/10/2021		20220107	607.76
							CHECK	468269 TOTAL:	1,436.75
468270	01/07/2022	PRTD	149249	PEQUOD DISTRIBUTING	W-129007	12/16/2021		20220107	329.00
				PEQUOD DISTRIBUTING	W-129008	12/16/2021		20220107	133.00
				PEQUOD DISTRIBUTING	W-128633	12/16/2021		20220107	48.00
				PEQUOD DISTRIBUTING	W-129006	12/16/2021		20220107	96.00
				PEQUOD DISTRIBUTING	W-129009	12/16/2021		20220107	37.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				PEQUOD DISTRIBUTING	W-129005	12/16/2021		20220107	266.00
						CHECK		468270 TOTAL:	909.00
468271	01/07/2022	PRTD	160131	PER MAR SECURITY AND RESEARCH COR	2666831	12/08/2021		20220107	157.50
				PER MAR SECURITY AND RESEARCH COR	2666835	12/08/2021		20220107	222.00
				PER MAR SECURITY AND RESEARCH COR	2666834	12/08/2021		20220107	205.29
				PER MAR SECURITY AND RESEARCH COR	2666833	12/08/2021		20220107	222.00
				PER MAR SECURITY AND RESEARCH COR	2666832	12/08/2021		20220107	253.44
						CHECK		468271 TOTAL:	1,060.23
468272	01/07/2022	PRTD	100119	PING INC	16071045	12/13/2021		20220107	195.78
						CHECK		468272 TOTAL:	195.78
468273	01/07/2022	PRTD	100958	PLUNKETT'S PEST CONTROL	7352278	12/09/2021		20220107	96.55
						CHECK		468273 TOTAL:	96.55
468274	01/07/2022	PRTD	143618	PRYES BREWING COMPANY LLC	W-30707	12/14/2021		20220107	1,000.00
				PRYES BREWING COMPANY LLC	W-30708	12/14/2021		20220107	725.00
				PRYES BREWING COMPANY LLC	W-30997	12/21/2021		20220107	395.00
				PRYES BREWING COMPANY LLC	W-30999	12/21/2021		20220107	434.00
				PRYES BREWING COMPANY LLC	W-30998	12/21/2021		20220107	382.00
						CHECK		468274 TOTAL:	2,936.00
468275	01/07/2022	PRTD	102233	PUBLIC RISK MANAGEMENT ASSOCIATIO	31489	12/07/2021		20220107	30.00
						CHECK		468275 TOTAL:	30.00
468276	01/07/2022	PRTD	138267	QUALITY LOCKSMITH INC	QLS21524	12/13/2021		20220107	147.50
						CHECK		468276 TOTAL:	147.50

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468277	01/07/2022	PRTD	160142	QUINLIVAN & HUGHES, PA	153120	12/07/2021		20220107	70.50
						CHECK		468277 TOTAL:	70.50
468278	01/07/2022	PRTD	160280	RADIO SYSTEMS CORPORATION	03993333	12/09/2021		20220107	460.00
						CHECK		468278 TOTAL:	460.00
468279	01/07/2022	PRTD	132063	RAPP, CRAIG	EDN-12.9.2021	12/09/2021		20220107	500.00
						CHECK		468279 TOTAL:	500.00
468280	01/07/2022	PRTD	138298	RED BULL DISTRIBUTION COMPANY INC	5000715161	12/15/2021		20220107	36.00
						CHECK		468280 TOTAL:	36.00
468281	01/07/2022	PRTD	100975	MULTI SERVICE TECHNOLOGY SOLUTION	2021120033928	12/10/2021		20220107	574.02
						CHECK		468281 TOTAL:	574.02
468282	01/07/2022	PRTD	100977	RICHFIELD PLUMBING COMPANY	83483	12/08/2021		20220107	1,576.75
						CHECK		468282 TOTAL:	1,576.75
468283	01/07/2022	PRTD	102408	RIGID HITCH INCORPORATED	1928626157	12/07/2021		20220107	53.89
						CHECK		468283 TOTAL:	53.89
468284	01/07/2022	PRTD	141767	SALT SOURCE LLC	21768	12/09/2021		20220107	1,618.55
						CHECK		468284 TOTAL:	1,618.55
468285	01/07/2022	PRTD	144553	SALTCO LLC	76525	12/12/2021		20220107	70.00
						CHECK		468285 TOTAL:	70.00
468286	01/07/2022	PRTD	104098	SHI INTERNATIONAL CORP	B14478209	12/13/2021		20220107	1,008.90
						CHECK		468286 TOTAL:	1,008.90

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468287	01/07/2022	PRTD	100995	SHORT-ELLIOT-HENDRICKSON INCORPOR	417391	12/09/2021		20220107	2,860.26
				SHORT-ELLIOT-HENDRICKSON INCORPOR	417392	12/09/2021		20220107	582.88
				SHORT-ELLIOT-HENDRICKSON INCORPOR	417390	12/09/2021		20220107	160.11
				SHORT-ELLIOT-HENDRICKSON INCORPOR	417273	12/08/2021		20220107	336.59
						CHECK	468287 TOTAL:		3,939.84
468288	01/07/2022	PRTD	120784	WALSH GRAPHICS INC	16735	12/07/2021		20220107	185.00
						CHECK	468288 TOTAL:		185.00
468289	01/07/2022	PRTD	132195	SMALL LOT MN	MN48534	12/14/2021		20220107	536.04
				SMALL LOT MN	MN48533	12/14/2021		20220107	164.96
						CHECK	468289 TOTAL:		701.00
468290	01/07/2022	PRTD	101000	RJM PRINTING INC	118827012	12/08/2021		20220107	81.30
				RJM PRINTING INC	118935012	12/13/2021		20220107	95.69
				RJM PRINTING INC	118939012	12/13/2021		20220107	80.69
						CHECK	468290 TOTAL:		257.68
468291	01/07/2022	PRTD	127878	SOUTHERN GLAZERS WINE & SPIRITS L	2157254	12/15/2021		20220107	2,190.40
				SOUTHERN GLAZERS WINE & SPIRITS L	2157260	12/15/2021		20220107	1,387.20
				SOUTHERN GLAZERS WINE & SPIRITS L	2157255	12/15/2021		20220107	3,477.60
				SOUTHERN GLAZERS WINE & SPIRITS L	2157251	12/15/2021		20220107	135.80
				SOUTHERN GLAZERS WINE & SPIRITS L	2157258	12/15/2021		20220107	1,382.25
				SOUTHERN GLAZERS WINE & SPIRITS L	2157252	12/15/2021		20220107	674.53
				SOUTHERN GLAZERS WINE & SPIRITS L	2157253	12/15/2021		20220107	426.40
				SOUTHERN GLAZERS WINE & SPIRITS L	2157257	12/15/2021		20220107	323.20
				SOUTHERN GLAZERS WINE & SPIRITS L	2157259	12/15/2021		20220107	436.00
				SOUTHERN GLAZERS WINE & SPIRITS L	2157243	12/15/2021		20220107	1,474.40

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				SOUTHERN GLAZERS WINE & SPIRITS L	2157246	12/15/2021		20220107	4,101.80
				SOUTHERN GLAZERS WINE & SPIRITS L	2157244	12/15/2021		20220107	627.10
				SOUTHERN GLAZERS WINE & SPIRITS L	2157242	12/15/2021		20220107	1,592.00
				SOUTHERN GLAZERS WINE & SPIRITS L	2157250	12/15/2021		20220107	1,115.20
				SOUTHERN GLAZERS WINE & SPIRITS L	2157249	12/15/2021		20220107	289.87
				SOUTHERN GLAZERS WINE & SPIRITS L	2157247	12/15/2021		20220107	2,519.35
				SOUTHERN GLAZERS WINE & SPIRITS L	2157245	12/15/2021		20220107	1,689.60
				SOUTHERN GLAZERS WINE & SPIRITS L	2157248	12/15/2021		20220107	2,572.00
				SOUTHERN GLAZERS WINE & SPIRITS L	2157237	12/15/2021		20220107	1,148.40
				SOUTHERN GLAZERS WINE & SPIRITS L	2157240	12/15/2021		20220107	1,142.40
				SOUTHERN GLAZERS WINE & SPIRITS L	2157238	12/15/2021		20220107	484.00
				SOUTHERN GLAZERS WINE & SPIRITS L	2157235	12/15/2021		20220107	1,319.20
				SOUTHERN GLAZERS WINE & SPIRITS L	2157236	12/15/2021		20220107	959.20
						CHECK		468291 TOTAL:	31,467.90
468292	01/07/2022	PRTD	134700	SPOK INC	E0319246X	12/07/2021		20220107	471.72
						CHECK		468292 TOTAL:	471.72
468293	01/07/2022	PRTD	101349	STATE OF MINNESOTA	2003-3049 2021	11/22/2021		20220107	1,043.98
						CHECK		468293 TOTAL:	1,043.98
468294	01/07/2022	PRTD	133068	STEEL TOE BREWING LLC	43742	12/15/2021		20220107	441.00
				STEEL TOE BREWING LLC	43743	12/15/2021		20220107	879.00
				STEEL TOE BREWING LLC	43744	12/15/2021		20220107	741.00
				STEEL TOE BREWING LLC	43770	12/16/2021		20220107	645.00
						CHECK		468294 TOTAL:	2,706.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468295	01/07/2022	PRTD	113841	SUMMIT	130033649	12/10/2021		20220107	253.00
				SUMMIT	130033647	12/10/2021		20220107	410.00
				SUMMIT	130033648	12/10/2021		20220107	253.00
				SUMMIT	130033651	12/10/2021		20220107	253.00
				SUMMIT	130033652	12/10/2021		20220107	253.00
				SUMMIT	130033650	12/10/2021		20220107	253.00
				SUMMIT	130033646	12/09/2021		20220107	253.00
				SUMMIT	130033778	12/13/2021		20220107	327.00
				SUMMIT	130033777	12/13/2021		20220107	432.00
				SUMMIT	130033775	12/13/2021		20220107	522.00
				SUMMIT	130033779	12/13/2021		20220107	327.00
				SUMMIT	130033776	12/13/2021		20220107	257.00
							CHECK	468295 TOTAL:	3,793.00
468296	01/07/2022	PRTD	101326	TERMINAL SUPPLY INC	93700-00	12/06/2021		20220107	204.19
							CHECK	468296 TOTAL:	204.19
468297	01/07/2022	PRTD	119374	TNC INDUSTRIES INC	35683	12/08/2021		20220107	487.00
							CHECK	468297 TOTAL:	487.00
468298	01/07/2022	PRTD	124753	TOSHIBA FINANCIAL SERVICES	5017991245	12/07/2021		20220107	178.15
							CHECK	468298 TOTAL:	178.15
468299	01/07/2022	PRTD	138581	TRUST IN US LLC	92645	12/09/2021		20220107	58.00
				TRUST IN US LLC	92638	12/08/2021		20220107	365.00
							CHECK	468299 TOTAL:	423.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468300	01/07/2022	PRTD	114236	USA BLUE BOOK	813728	12/08/2021		20220107	868.33
						CHECK		468300 TOTAL:	868.33
468301	01/07/2022	PRTD	144209	VENN BREWING COMPANY LLC	2997	12/15/2021		20220107	444.00
				VENN BREWING COMPANY LLC	2995	12/15/2021		20220107	351.00
				VENN BREWING COMPANY LLC	2996	12/16/2021		20220107	265.50
						CHECK		468301 TOTAL:	1,060.50
468302	01/07/2022	PRTD	148579	VIERKANT DISPOSAL LLC	11/1/21 - 11/30/21	12/08/2021		20220107	67,985.00
						CHECK		468302 TOTAL:	67,985.00
468303	01/07/2022	PRTD	101066	VIKING ELECTRIC SUPPLY	S005229603.001	12/07/2021		20220107	35.91
				VIKING ELECTRIC SUPPLY	S005209330.001	12/09/2021		20220107	426.00
						CHECK		468303 TOTAL:	461.91
468304	01/07/2022	PRTD	160088	VINIFERA IMPORTS	325951	12/08/2021		20220107	598.00
						CHECK		468304 TOTAL:	598.00
468305	01/07/2022	PRTD	119454	VINOCOPIA INC	0293952-IN	12/16/2021		20220107	613.17
				VINOCOPIA INC	0293954-IN	12/16/2021		20220107	676.00
				VINOCOPIA INC	0293953-IN	12/16/2021		20220107	847.50
				VINOCOPIA INC	0293884-IN	12/16/2021		20220107	404.50
				VINOCOPIA INC	0293937-IN	12/16/2021		20220107	105.25
				VINOCOPIA INC	0294036-IN	12/17/2021		20220107	1,126.38
				VINOCOPIA INC	0293938-IN	12/16/2021		20220107	1,047.67
				VINOCOPIA INC	0293939-IN	12/16/2021		20220107	1,850.75
				VINOCOPIA INC	0293940-IN	12/16/2021		20220107	344.75
				VINOCOPIA INC	0294169-IN	12/20/2021		20220107	28.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				VINOCOPIA INC	0294167-IN	12/20/2021		20220107	336.25
				VINOCOPIA INC	0294166-IN	12/20/2021		20220107	153.25
				VINOCOPIA INC	0294170-IN	12/20/2021		20220107	1,315.00
				VINOCOPIA INC	0294171-IN	12/20/2021		20220107	153.25
				VINOCOPIA INC	0294164-IN	12/20/2021		20220107	807.46
				VINOCOPIA INC	0294165-IN	12/20/2021		20220107	65.25
						CHECK		468305 TOTAL:	9,874.43
468306	01/07/2022	PRTD	120627	PERFORMANCE FOOD GROUP INC	62874078	12/10/2021		20220107	541.10
						CHECK		468306 TOTAL:	541.10
468307	01/07/2022	PRTD	123616	WATER CONSERVATION SERVICES INC	11823	12/13/2021		20220107	928.80
						CHECK		468307 TOTAL:	928.80
468308	01/07/2022	PRTD	101079	WHEELER LUMBER	1220-043493	11/30/2021		20220107	194.55
						CHECK		468308 TOTAL:	194.55
468309	01/07/2022	PRTD	101033	WINE COMPANY	191721	12/15/2021		20220107	5,378.97
				WINE COMPANY	191723	12/15/2021		20220107	4,895.98
				WINE COMPANY	191720	12/15/2021		20220107	8,472.15
				WINE COMPANY	191722	12/15/2021		20220107	5,378.97
				WINE COMPANY	191719	12/15/2021		20220107	5,920.30
				WINE COMPANY	192486	12/22/2021		20220107	875.55
				WINE COMPANY	192484	12/22/2021		20220107	987.55
				WINE COMPANY	192485	12/22/2021		20220107	153.65
						CHECK		468309 TOTAL:	32,063.12
468310	01/07/2022	PRTD	124503	WINSUPPLY EDEN PRAIRIE MN CO	220684 01	12/07/2021		20220107	6.14

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468310 TOTAL:	6.14
468311	01/07/2022	PRTD	142162	WOODEN HILL BREWING COMPANY LLC	3125	12/16/2021		20220107	860.70
				WOODEN HILL BREWING COMPANY LLC	3124	12/16/2021		20220107	51.00
				WOODEN HILL BREWING COMPANY LLC	3123	12/16/2021		20220107	238.80
				WOODEN HILL BREWING COMPANY LLC	3126	12/16/2021		20220107	971.40
				WOODEN HILL BREWING COMPANY LLC	3135	12/17/2021		20220107	102.00
						CHECK		468311 TOTAL:	2,223.90
468312	01/07/2022	PRTD	101091	ZIEGLER INC	SI000109769	12/07/2021		20220107	570.50
				ZIEGLER INC	IN000351941	12/09/2021		20220107	171.95
						CHECK		468312 TOTAL:	742.45

NUMBER OF CHECKS 157 *** CASH ACCOUNT TOTAL *** 914,928.36

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	157	914,928.36

*** GRAND TOTAL *** 914,928.36

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			158,593.37
2100 Police Special Revenue			625.00
2300 Pedestrian and Cyclist Safety			64,782.11
2600 Housing & Redvlpmt Authority			130,638.50
2600 Housing & Redvlpmt Authority			203,953.85
4000 Capital Projects			95,017.93
4200 Equipment Replacement			35,558.86
4400 PIR Capital Projects			283,074.78
5100 Art Center			128.07
5200 Braemar Golf Course			12,418.05
5200 Braemar Golf Course			9,661.07
5300 Aquatic Center			1,200.81
5400 Edinborough Park			35,181.01
5500 Braemar Arena			13,330.61
5600 Braemar Field			1,070.80
5700 Centennial Lakes			3,284.20
5800 Liquor			52,853.83
5900 Utility Fund			130,899.06
5900 Utility Fund			93,161.86
5900 Utility Fund			259,983.95
6000 Risk Management			1,359.55
6100 Equipment Operations			26,897.66
6200 Information Technology			15,691.32
6300 Facilities Management			9,171.04
7100 PS Training Facility			385.61
7200 MN Task Force 1			13,951.18
9000 Payroll			18,522.94
9999 Pooled Cash Fund		1,671,397.02	
	TOTAL	1,671,397.02	1,671,397.02

** END OF REPORT - Generated by Shirleng Tan Geil **

City of Edina, MN

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
467453	12/10/2021	VOID	117837	MINNESOTA RURAL WATER ASSOCIATION	31252	10/20/2021		20220114	-275.00
						CHECK		467453 TOTAL:	-275.00
468313	01/14/2022	PRTD	133140	ACROSS THE STREET PRODUCTIONS INC	INV08326	07/15/2021		20220114	300.00
						CHECK		468313 TOTAL:	300.00
468314	01/14/2022	PRTD	139245	ACTIVE SOLUTIONS	20210728	07/28/2021		20220114	3,693.60
						CHECK		468314 TOTAL:	3,693.60
468315	01/14/2022	PRTD	133483	ACTIVE911 INC	370230	01/10/2022		20220114	625.00
						CHECK		468315 TOTAL:	625.00
468316	01/14/2022	PRTD	144986	ADSPEC MARKETING INC	40459	12/17/2021		20220114	164.40
						CHECK		468316 TOTAL:	164.40
468317	01/14/2022	PRTD	105162	THE ADT SECURITY CORPORATION	5813499 - ADT	12/13/2021		20220114	128.07
						CHECK		468317 TOTAL:	128.07
468318	01/14/2022	PRTD	105262	ALEX AIR APPARATUS INC	4864	12/20/2021		20220114	958.84
						CHECK		468318 TOTAL:	958.84
468319	01/14/2022	PRTD	100575	AMERICAN CYLINDER LLC	193339	12/16/2021		20220114	108.38
						CHECK		468319 TOTAL:	108.38
468320	01/14/2022	PRTD	100575	AMERICAN CYLINDER LLC	193337	12/16/2021		20220114	819.76
						CHECK		468320 TOTAL:	819.76
468321	01/14/2022	PRTD	160287	AMAZING ATHLETES OF CENTRAL MN	8923	12/15/2021		20220114	784.00
						CHECK		468321 TOTAL:	784.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468322	01/14/2022	PRTD	141960	AMAZON CAPITAL SERVICES	1M4Y-Q1LH-YY3D	11/08/2021		20220114	180.56
				AMAZON CAPITAL SERVICES	1DQJ-L3G6-9HMQ	12/04/2021		20220114	91.60
				AMAZON CAPITAL SERVICES	1RKR-L3W4-XG9R	12/12/2021		20220114	64.16
				AMAZON CAPITAL SERVICES	1YNM-N96V-GW6Q	12/15/2021		20220114	162.04
				AMAZON CAPITAL SERVICES	1LCH-CDDP-L4XH	12/15/2021		20220114	157.19
				AMAZON CAPITAL SERVICES	1YNM-N96V-X3YQ	12/15/2021		20220114	23.49
				AMAZON CAPITAL SERVICES	1RXP-RDGX-Q17H	12/16/2021		20220114	656.48
				AMAZON CAPITAL SERVICES	1DLC-NLX4-QF4M	12/16/2021		20220114	133.72
				AMAZON CAPITAL SERVICES	17RK-CVXV-Q7RM	12/16/2021		20220114	91.96
				AMAZON CAPITAL SERVICES	14FY-YY7V-XDX7	12/17/2021		20220114	47.52
				AMAZON CAPITAL SERVICES	1WKH-WQ7N-Y1DP	12/17/2021		20220114	58.24
				AMAZON CAPITAL SERVICES	1MN9-V3NF-X9TV	12/17/2021		20220114	393.58
				AMAZON CAPITAL SERVICES	193N-QNQ3-FLKC	12/17/2021		20220114	47.96
				AMAZON CAPITAL SERVICES	1M1K-R4G7-LFDF	12/17/2021		20220114	44.96
				AMAZON CAPITAL SERVICES	1WMW-RQ39-MFG9	12/17/2021		20220114	358.77
				AMAZON CAPITAL SERVICES	17X6-RYR1-R3JD	12/18/2021		20220114	27.96
				AMAZON CAPITAL SERVICES	17LY-LWXP-TRF7	12/18/2021		20220114	258.35
				AMAZON CAPITAL SERVICES	19LC-PNMN-9KPD	12/18/2021		20220114	219.79
				AMAZON CAPITAL SERVICES	1QJQ-6FLC-GC6J	12/19/2021		20220114	179.00
				AMAZON CAPITAL SERVICES	1YTQ-NTRK-HG66	12/19/2021		20220114	-296.25
				AMAZON CAPITAL SERVICES	19LC-PNMN-RJP9	12/19/2021		20220114	403.93
				AMAZON CAPITAL SERVICES	1MY1-LXVH-TQW7	12/19/2021		20220114	10.51
				AMAZON CAPITAL SERVICES	1797-RKFX-VXVD	12/19/2021		20220114	-93.00
				AMAZON CAPITAL SERVICES	1RRX-T17T-DHNR	12/20/2021		20220114	6,550.00
				AMAZON CAPITAL SERVICES	1N3W-379X-KGXL	12/20/2021		20220114	30.72
				AMAZON CAPITAL SERVICES	1V4W-WXPR-H11J	12/22/2021		20220114	50.84

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				AMAZON CAPITAL SERVICES	465475	01/11/2022		20220114	-764.17
						CHECK		468322 TOTAL:	9,089.91
468323	01/14/2022	PRTD	151441	ARAMARK UNIFORM AND CAREER APPEAL	250000047361	12/14/2021		20220114	124.73
						CHECK		468323 TOTAL:	124.73
468324	01/14/2022	PRTD	151441	ARAMARK UNIFORM AND CAREER APPEAL	250000047663	12/15/2021		20220114	385.61
						CHECK		468324 TOTAL:	385.61
468325	01/14/2022	PRTD	137556	ARCHITECTURE FIELD OFFICE LLC	202117	12/14/2021		20220114	512.50
				ARCHITECTURE FIELD OFFICE LLC	202118	12/14/2021		20220114	1,656.25
						CHECK		468325 TOTAL:	2,168.75
468326	01/14/2022	PRTD	106304	ASPEN MILLS INC	285698	12/17/2021		20220114	496.65
				ASPEN MILLS INC	285687	12/17/2021		20220114	19.85
				ASPEN MILLS INC	285686	12/17/2021		20220114	52.95
				ASPEN MILLS INC	285685	12/17/2021		20220114	93.95
				ASPEN MILLS INC	285533	12/15/2021		20220114	103.95
				ASPEN MILLS INC	279663	08/21/2021		20220114	277.70
				ASPEN MILLS INC	281882	10/08/2021		20220114	103.95
				ASPEN MILLS INC	281883	10/08/2021		20220114	376.25
				ASPEN MILLS INC	282822	10/25/2021		20220114	164.95
				ASPEN MILLS INC	282377	10/15/2021		20220114	10.89
						CHECK		468326 TOTAL:	1,701.09
468327	01/14/2022	PRTD	102774	ASPEN WASTE SYSTEMS OF MINNESOTA	S1406543-010122	01/01/2022		20220114	10,491.88
				ASPEN WASTE SYSTEMS OF MINNESOTA	S1422086-010122	01/01/2022		20220114	7,064.02
				ASPEN WASTE SYSTEMS OF MINNESOTA	S1405453-010122	01/01/2022		20220114	2,550.75

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
				ASPEN WASTE SYSTEMS OF MINNESOTA	S1146354-010122	01/01/2022		20220114	286.59
						CHECK		468327 TOTAL:	20,393.24
468328	01/14/2022	PRTD	160283	HULTGREN, RONALD	2245	11/30/2021		20220114	2,400.00
						CHECK		468328 TOTAL:	2,400.00
468329	01/14/2022	PRTD	101718	AUTO PLUS - FORMERLY PARTS PLUS	380085728	12/15/2021		20220114	28.33
				AUTO PLUS - FORMERLY PARTS PLUS	380085723	12/15/2021		20220114	5.77
				AUTO PLUS - FORMERLY PARTS PLUS	380085658	12/15/2021		20220114	23.88
				AUTO PLUS - FORMERLY PARTS PLUS	380085673	12/15/2021		20220114	15.53
				AUTO PLUS - FORMERLY PARTS PLUS	380086132	12/17/2021		20220114	4.58
				AUTO PLUS - FORMERLY PARTS PLUS	380085829	12/17/2021		20220114	78.96
				AUTO PLUS - FORMERLY PARTS PLUS	380087233	12/28/2021		20220114	-4.54
						CHECK		468329 TOTAL:	152.51
468330	01/14/2022	PRTD	103241	BALDINGER, WENDY	22EP0127	01/10/2022		20220114	250.00
						CHECK		468330 TOTAL:	250.00
468331	01/14/2022	PRTD	100643	BARR ENGINEERING CO	23271898.00-3	12/20/2021		20220114	18,398.26
				BARR ENGINEERING CO	23271827.01-11	12/19/2021		20220114	132.50
				BARR ENGINEERING CO	23271892.00-4	12/19/2021		20220114	713.00
						CHECK		468331 TOTAL:	19,243.76
468332	01/14/2022	PRTD	142186	BAYCOM INC	EQUIPINV_035687	12/15/2021		20220114	3,795.00
						CHECK		468332 TOTAL:	3,795.00
468333	01/14/2022	PRTD	101355	BELLBOY CORPORATION	0104453400	12/22/2021		20220114	474.87
						CHECK		468333 TOTAL:	474.87

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468334	01/14/2022	PRTD	131191	BERNATELLO'S PIZZA INC	5027188	12/16/2021		20220114	312.00
						CHECK		468334 TOTAL:	312.00
468335	01/14/2022	PRTD	132444	BOLTON & MENK INC	0280963	12/15/2021		20220114	493.50
						CHECK		468335 TOTAL:	493.50
468336	01/14/2022	PRTD	105367	BOUND TREE MEDICAL LLC	84324992	12/14/2021		20220114	1,941.42
				BOUND TREE MEDICAL LLC	84324991	12/14/2021		20220114	114.76
						CHECK		468336 TOTAL:	2,056.18
468337	01/14/2022	PRTD	100664	BRAUN INTERTEC CORPORATION	B278970	12/17/2021		20220114	6,735.50
				BRAUN INTERTEC CORPORATION	B279675	01/05/2022		20220114	368.25
						CHECK		468337 TOTAL:	7,103.75
468338	01/14/2022	PRTD	100648	BERTELSON BROTHERS INC	WO-1161873-1	12/15/2021		20220114	69.13
				BERTELSON BROTHERS INC	WO-1161866-1	12/15/2021		20220114	260.58
				BERTELSON BROTHERS INC	WO-1161866-2	12/16/2021		20220114	30.99
				BERTELSON BROTHERS INC	WO-1162104-1	12/16/2021		20220114	60.57
				BERTELSON BROTHERS INC	WO-1162194-1	12/16/2021		20220114	42.24
				BERTELSON BROTHERS INC	WO-1162290-1	12/17/2021		20220114	143.34
						CHECK		468338 TOTAL:	606.85
468339	01/14/2022	PRTD	145552	CEF EDINA COMMUNITY SOLAR LLC	NOV 2021	12/14/2021		20220114	596.16
						CHECK		468339 TOTAL:	596.16
468340	01/14/2022	PRTD	144099	CELLEBRITE INC	Q-226820-3	12/16/2021		20220114	667.00
						CHECK		468340 TOTAL:	667.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468341	01/14/2022	PRTD	101515	CEMSTONE PRODUCTS COMPANY	C2461959	12/14/2021		20220114	1,007.50
						CHECK		468341 TOTAL:	1,007.50
468342	01/14/2022	PRTD	103300	CENTER FOR ENERGY AND ENVIRONMENT	20443	12/15/2021		20220114	130,638.50
						CHECK		468342 TOTAL:	130,638.50
468343	01/14/2022	PRTD	105497	CENTRAL ROOFING COMPANY	29704	11/30/2021		20220114	1,648.26
						CHECK		468343 TOTAL:	1,648.26
468344	01/14/2022	PRTD	141470	SUPERION LLC	334664	10/26/2021		20220114	240.00
						CHECK		468344 TOTAL:	240.00
468345	01/14/2022	PRTD	142533	CADD ENGR SUPPLY INC	INV134971	12/20/2021		20220114	15.09
						CHECK		468345 TOTAL:	15.09
468346	01/14/2022	PRTD	142028	CINTAS CORPORATION	4105079205	12/20/2021		20220114	3.69
				CINTAS CORPORATION	4105075311	12/20/2021		20220114	27.65
				CINTAS CORPORATION	4105075475	12/20/2021		20220114	30.66
				CINTAS CORPORATION	4105075345	12/20/2021		20220114	20.37
				CINTAS CORPORATION	4105075358	12/20/2021		20220114	36.03
				CINTAS CORPORATION	4105075300	12/20/2021		20220114	11.78
						CHECK		468346 TOTAL:	130.18
468347	01/14/2022	PRTD	139927	CITY OF ROCHESTER MN	32400	12/20/2021		20220114	5,107.85
						CHECK		468347 TOTAL:	5,107.85
468348	01/14/2022	PRTD	139927	CITY OF ROCHESTER MN	32401	12/20/2021		20220114	1,039.15
						CHECK		468348 TOTAL:	1,039.15

A/P CASH DISBURSEMENTS JOURNAL

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468349	01/14/2022	PRTD	139927	CITY OF ROCHESTER MN	32403	12/20/2021		20220114	511.40
						CHECK		468349 TOTAL:	511.40
468350	01/14/2022	PRTD	139927	CITY OF ROCHESTER MN	32407	12/21/2021		20220114	4,923.31
						CHECK		468350 TOTAL:	4,923.31
468351	01/14/2022	PRTD	139927	CITY OF ROCHESTER MN	32408	12/21/2021		20220114	920.52
						CHECK		468351 TOTAL:	920.52
468352	01/14/2022	PRTD	139927	CITY OF ROCHESTER MN	32409	12/21/2021		20220114	96.18
						CHECK		468352 TOTAL:	96.18
468353	01/14/2022	PRTD	139927	CITY OF ROCHESTER MN	32410	12/21/2021		20220114	507.65
						CHECK		468353 TOTAL:	507.65
468354	01/14/2022	PRTD	100087	CITY OF SAINT PAUL	IN47862	11/30/2021		20220114	750.00
						CHECK		468354 TOTAL:	750.00
468355	01/14/2022	PRTD	120433	COMCAST HOLDINGS CORPORATION	0373022-12/21	12/17/2021		20220114	33.79
						CHECK		468355 TOTAL:	33.79
468356	01/14/2022	PRTD	120433	COMCAST HOLDINGS CORPORATION	0161120-12/21	12/26/2021		20220114	20.27
						CHECK		468356 TOTAL:	20.27
468357	01/14/2022	PRTD	160002	COMMERCIAL INFRASTRUCTURE CABLING	I10174	12/22/2021		20220114	342.98
						CHECK		468357 TOTAL:	342.98
468358	01/14/2022	PRTD	145952	COMPUTER INTEGRATION TECHNOLOGIES	319372	11/30/2021		20220114	171.00
						CHECK		468358 TOTAL:	171.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468359	01/14/2022	PRTD	120032	CORPORATE MECHANICAL INC	W53823	10/20/2021		20220114	12,245.00
						CHECK		468359 TOTAL:	12,245.00
468360	01/14/2022	PRTD	160189	COYLE, ANN	1020	12/17/2021		20220114	1,170.00
						CHECK		468360 TOTAL:	1,170.00
468361	01/14/2022	PRTD	101403	CRYSTEEL MANUFACTURING INC	LC00074709	12/14/2021		20220114	83.75
						CHECK		468361 TOTAL:	83.75
468362	01/14/2022	PRTD	100699	CULLIGAN SOFTWATER SERVICE COMPAN	114X83870705	12/31/2021		20220114	99.02
				CULLIGAN SOFTWATER SERVICE COMPAN	114X83935805	12/31/2021		20220114	421.46
						CHECK		468362 TOTAL:	520.48
468363	01/14/2022	PRTD	103799	CURBSIDE LANDSCAPE & IRRIGATION	241071	12/13/2021		20220114	733.00
				CURBSIDE LANDSCAPE & IRRIGATION	241460	12/17/2021		20220114	90.00
				CURBSIDE LANDSCAPE & IRRIGATION	241718	12/20/2021		20220114	322.00
						CHECK		468363 TOTAL:	1,145.00
468364	01/14/2022	PRTD	100701	CUSHMAN MOTOR CO INC	204693	12/15/2021		20220114	680.00
				CUSHMAN MOTOR CO INC	204694	12/15/2021		20220114	765.14
						CHECK		468364 TOTAL:	1,445.14
468365	01/14/2022	PRTD	104020	DALCO ENTERPRISES INC	3869542	12/14/2021		20220114	124.98
						CHECK		468365 TOTAL:	124.98
468366	01/14/2022	PRTD	100718	DELEGARD TOOL COMPANY	109026/1	12/17/2021		20220114	331.94
						CHECK		468366 TOTAL:	331.94
468367	01/14/2022	PRTD	129079	DRAIN KING INC	110767	12/20/2021		20220114	650.00
				DRAIN KING INC	110731	12/16/2021		20220114	85.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468367 TOTAL:	735.00
468368	01/14/2022	PRTD	132810	ECM PUBLISHERS INC	867205	12/09/2021		20220114	77.35
				ECM PUBLISHERS INC	867206	12/09/2021		20220114	132.30
				ECM PUBLISHERS INC	867207	12/09/2021		20220114	132.30
						CHECK		468368 TOTAL:	341.95
468369	01/14/2022	PRTD	100049	EHLERS AND ASSOCIATES	89065	12/09/2021		20220114	1,020.00
						CHECK		468369 TOTAL:	1,020.00
468370	01/14/2022	PRTD	122792	EMERGENCY AUTOMOTIVE TECHNOLOGIES	JOR21039	12/14/2021		20220114	13,141.86
						CHECK		468370 TOTAL:	13,141.86
468371	01/14/2022	PRTD	100146	ELLIOTT AUTO SUPPLY CO, INC	69-437228	12/16/2021		20220114	36.35
				ELLIOTT AUTO SUPPLY CO, INC	1-7297484	12/16/2021		20220114	315.90
				ELLIOTT AUTO SUPPLY CO, INC	1-7296417	12/15/2021		20220114	596.40
				ELLIOTT AUTO SUPPLY CO, INC	69-437156	12/15/2021		20220114	124.80
				ELLIOTT AUTO SUPPLY CO, INC	1-7304192	12/21/2021		20220114	47.60
				ELLIOTT AUTO SUPPLY CO, INC	69-438951	01/06/2022		20220114	101.15
				ELLIOTT AUTO SUPPLY CO, INC	69-437920	12/23/2021		20220114	-1,154.91
						CHECK		468371 TOTAL:	67.29
468372	01/14/2022	PRTD	103600	FERGUSON US HOLDINGS INC	0487860	12/14/2021		20220114	1,173.56
				FERGUSON US HOLDINGS INC	0487860-1	12/16/2021		20220114	487.58
				FERGUSON US HOLDINGS INC	0487745	12/16/2021		20220114	3,580.22
						CHECK		468372 TOTAL:	5,241.36
468373	01/14/2022	PRTD	135234	KELLEHER, KEVIN J	9281	01/06/2022		20220114	95.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK	468373 TOTAL:	95.00
468374	01/14/2022	PRTD	143185	LOHMILLER ENTERPRISES INC	5332	12/15/2021		20220114	770.00
							CHECK	468374 TOTAL:	770.00
468375	01/14/2022	PRTD	141837	DAIOHS USA INC	587319	12/14/2021		20220114	450.06
							CHECK	468375 TOTAL:	450.06
468376	01/14/2022	PRTD	132866	SAWTOOTH HOLDINGS	F9322	12/17/2021		20220114	6,344.00
							CHECK	468376 TOTAL:	6,344.00
468377	01/14/2022	PRTD	130699	FLEETPRIDE INC	87753002	12/14/2021		20220114	39.98
							CHECK	468377 TOTAL:	39.98
468378	01/14/2022	PRTD	102727	FORCE AMERICA DISTRIBUTING LLC	001-1597272	12/15/2021		20220114	153.72
							CHECK	468378 TOTAL:	153.72
468379	01/14/2022	PRTD	100775	GENERAL SPORTS CORPORATION	97959	12/13/2021		20220114	198.55
							CHECK	468379 TOTAL:	198.55
468380	01/14/2022	PRTD	143545	GOLF GENIUS SOFTWARE INC	112581	12/17/2021		20220114	2,800.00
							CHECK	468380 TOTAL:	2,800.00
468381	01/14/2022	PRTD	101103	WW GRAINGER	9150023985	12/14/2021		20220114	147.72
				WW GRAINGER	9155322424	12/17/2021		20220114	86.34
				WW GRAINGER	9155007041	12/17/2021		20220114	318.69
				WW GRAINGER	9156537392	12/20/2021		20220114	31.44
							CHECK	468381 TOTAL:	584.19
468382	01/14/2022	PRTD	100790	HACH COMPANY	12792934	12/14/2021		20220114	258.48

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468382 TOTAL:	258.48
468383	01/14/2022	PRTD	102426	HALE, WILLIAM	22EP0113	01/10/2022		20220114	250.00
						CHECK		468383 TOTAL:	250.00
468384	01/14/2022	PRTD	106223	HELGESON, GLEN	22EP0123	01/11/2022		20220114	250.00
						CHECK		468384 TOTAL:	250.00
468385	01/14/2022	PRTD	103085	HENNEPIN COUNTY ACCOUNTING SERVIC	1000175354	12/02/2021		20220114	2,209.50
				HENNEPIN COUNTY ACCOUNTING SERVIC	1000175355	12/02/2021		20220114	3,117.85
				HENNEPIN COUNTY ACCOUNTING SERVIC	1000176368	12/15/2021		20220114	23,778.54
						CHECK		468385 TOTAL:	29,105.89
468386	01/14/2022	PRTD	143585	HENNEPIN HEALTHCARE SYSTEM INC	HENN-UQT1-12/2021	12/27/2021		20220114	683.08
						CHECK		468386 TOTAL:	683.08
468387	01/14/2022	PRTD	118765	HENRY SCHEIN INC	14167422	12/15/2021		20220114	431.00
				HENRY SCHEIN INC	00440692	12/18/2021		20220114	-34.20
				HENRY SCHEIN INC	14429555	12/20/2021		20220114	39.86
						CHECK		468387 TOTAL:	436.66
468388	01/14/2022	PRTD	100417	HORIZON CHEMICAL CO	211213011-EO	12/20/2021		20220114	194.40
						CHECK		468388 TOTAL:	194.40
468389	01/14/2022	PRTD	120085	IDEAL SERVICE	11480	12/10/2021		20220114	1,650.00
						CHECK		468389 TOTAL:	1,650.00
468390	01/14/2022	PRTD	146407	INGCO INTERNATIONAL	600437-1	08/26/2021		20220114	900.00
						CHECK		468390 TOTAL:	900.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468391	01/14/2022	PRTD	160035	INTEGRATED PROCESS SOLUTIONS INC	#4 PWK 20-003	12/20/2021		20220114	53,200.00
						CHECK		468391 TOTAL:	53,200.00
468392	01/14/2022	PRTD	160277	ISD #271 BLOOMINGTON PUBLIC SCHOO	11/8/2019E	11/08/2019		20220114	21.17
						CHECK		468392 TOTAL:	21.17
468393	01/14/2022	PRTD	100828	JERRY'S ENTERPRISES INC	12/2021	12/28/2021		20220114	65.31
						CHECK		468393 TOTAL:	65.31
468394	01/14/2022	PRTD	121075	JIMMY'S JOHNNYS INC	196482	12/15/2021		20220114	68.00
				JIMMY'S JOHNNYS INC	196483	12/15/2021		20220114	100.00
						CHECK		468394 TOTAL:	168.00
468395	01/14/2022	PRTD	100835	ARTISAN BEER COMPANY	3511986	12/16/2021		20220114	5,869.80
						CHECK		468395 TOTAL:	5,869.80
468396	01/14/2022	PRTD	100835	PHILLIPS WINE & SPIRITS	6320589	12/16/2021		20220114	5,214.80
				PHILLIPS WINE & SPIRITS	6320593	12/21/2021		20220114	5,734.28
						CHECK		468396 TOTAL:	10,949.08
468397	01/14/2022	PRTD	100835	WINE MERCHANTS	7360577	12/17/2021		20220114	9,930.80
				WINE MERCHANTS	7350687	10/13/2021		20220114	264.00
				WINE MERCHANTS	740091	10/07/2021		20220114	-193.19
						CHECK		468397 TOTAL:	10,001.61
468398	01/14/2022	PRTD	100835	JOHNSON BROTHERS LIQUOR CO	1954091	12/16/2021		20220114	6,113.19
				JOHNSON BROTHERS LIQUOR CO	1954098	12/16/2021		20220114	8,573.60
						CHECK		468398 TOTAL:	14,686.79

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468399	01/14/2022	PRTD	137525	KERNS, JOHN	21EP1222	12/22/2021		20220114	200.00
						CHECK		468399 TOTAL:	200.00
468400	01/14/2022	PRTD	124002	KIMLEY-HORN AND ASSOCIATES INC	160603028-1121	11/30/2021		20220114	31,857.50
				KIMLEY-HORN AND ASSOCIATES INC	20127553	11/30/2021		20220114	13,349.08
				KIMLEY-HORN AND ASSOCIATES INC	20052095	10/31/2021		20220114	9,487.22
						CHECK		468400 TOTAL:	54,693.80
468401	01/14/2022	PRTD	144983	KLEIN UNDERGROUND LLC	54083	12/15/2021		20220114	6,250.00
				KLEIN UNDERGROUND LLC	54089	12/17/2021		20220114	6,125.00
				KLEIN UNDERGROUND LLC	54090	12/20/2021		20220114	3,350.00
						CHECK		468401 TOTAL:	15,725.00
468402	01/14/2022	PRTD	119947	KRAEMER MINING & MATERIALS INC	298262	12/17/2021		20220114	150.00
						CHECK		468402 TOTAL:	150.00
468403	01/14/2022	PRTD	100849	LAKELAND ENGINEERING EQUIPMENT CO	12352206-01	12/20/2021		20220114	478.80
						CHECK		468403 TOTAL:	478.80
468404	01/14/2022	PRTD	151166	LAMIS, JAMES	2112019	12/21/2021		20220114	1,271.00
				LAMIS, JAMES	1202132	12/26/2021		20220114	754.90
						CHECK		468404 TOTAL:	2,025.90
468405	01/14/2022	PRTD	101220	LANO EQUIPMENT INC	03-884012	12/20/2021		20220114	343.23
						CHECK		468405 TOTAL:	343.23
468406	01/14/2022	PRTD	141236	LAVALLE, KATHRYN	22EP0109	01/07/2022		20220114	200.00
						CHECK		468406 TOTAL:	200.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468407	01/14/2022	PRTD	100852	LAWSON PRODUCTS INC	9309111013	12/17/2021		20220114	1,471.63
				LAWSON PRODUCTS INC	9309115926	12/20/2021		20220114	253.03
						CHECK		468407 TOTAL:	1,724.66
468408	01/14/2022	PRTD	101552	LEAGUE OF MINNESOTA CITIES	6920	12/13/2021		20220114	1,000.00
						CHECK		468408 TOTAL:	1,000.00
468409	01/14/2022	PRTD	130046	LIFE INSURANCE COMPANY OF NORTH A	DEC 2021	12/15/2021		20220114	2,831.08
						CHECK		468409 TOTAL:	2,831.08
468410	01/14/2022	PRTD	160043	LIFE SAFETY SYSTEMS INC.	49184	12/06/2021		20220114	4,000.00
				LIFE SAFETY SYSTEMS INC.	89096	12/16/2021		20220114	352.00
						CHECK		468410 TOTAL:	4,352.00
468411	01/14/2022	PRTD	101146	LINGO - FORMERLY IMPACT	608811022	11/17/2021		20220114	98.50
						CHECK		468411 TOTAL:	98.50
468412	01/14/2022	PRTD	100857	LITTLE FALLS MACHINE INC	362611	12/15/2021		20220114	829.88
				LITTLE FALLS MACHINE INC	362661	12/15/2021		20220114	265.80
						CHECK		468412 TOTAL:	1,095.68
468413	01/14/2022	PRTD	100864	MACQUEEN EQUIPMENT LLC	P38983	12/14/2021		20220114	341.94
				MACQUEEN EQUIPMENT LLC	P01379	12/20/2021		20220114	317.35
						CHECK		468413 TOTAL:	659.29
468414	01/14/2022	PRTD	134063	MANSFIELD OIL COMPANY	22781747	11/29/2021		20220114	4,272.32
				MANSFIELD OIL COMPANY	22781744	11/29/2021		20220114	5,457.87
						CHECK		468414 TOTAL:	9,730.19

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468415	01/14/2022	PRTD	160276	MAPET	32353	12/13/2021		20220114	35.00
						CHECK		468415 TOTAL:	35.00
468416	01/14/2022	PRTD	142503	MCNAMARA CONTRACTING INC	ENG 21-1 #5	12/14/2021		20220114	698,095.03
						CHECK		468416 TOTAL:	698,095.03
468417	01/14/2022	PRTD	101483	MENARDS	58467	12/20/2021		20220114	69.97
						CHECK		468417 TOTAL:	69.97
468418	01/14/2022	PRTD	101483	MENARDS INC	52439	12/17/2021		20220114	29.81
				MENARDS INC	51838	12/06/2021		20220114	97.33
				MENARDS INC	51836	12/06/2021		20220114	13.96
				MENARDS INC	51834	12/06/2021		20220114	61.88
				MENARDS INC	51853	12/06/2021		20220114	184.99
				MENARDS INC	51832	12/06/2021		20220114	3.48
				MENARDS INC	52458	12/17/2021		20220114	.98
				MENARDS INC	52377	12/17/2021		20220114	78.95
				MENARDS INC	52387	12/16/2021		20220114	89.15
				MENARDS INC	52375	12/16/2021		20220114	84.56
						CHECK		468418 TOTAL:	645.09
468419	01/14/2022	PRTD	100885	METRO SALES INC	SO379791	12/17/2021		20220114	10,482.00
				METRO SALES INC	SO379773	12/17/2021		20220114	11,935.00
						CHECK		468419 TOTAL:	22,417.00
468420	01/14/2022	PRTD	102507	METRO VOLLEYBALL OFFICIALS ASSOCI	1306	12/19/2021		20220114	372.00
						CHECK		468420 TOTAL:	372.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468421	01/14/2022	PRTD	137831	METRO WATERSHED PARTNERS	2022 Membership	12/17/2021		20220114	3,300.00
						CHECK		468421 TOTAL:	3,300.00
468422	01/14/2022	PRTD	100886	METROPOLITAN COUNCIL	DECEMBER 2021 SAC	01/04/2022		20220114	4,920.30
						CHECK		468422 TOTAL:	4,920.30
468423	01/14/2022	PRTD	127062	MINNEHAHA BUILDING MAINTENANCE IN	180193891	11/28/2021		20220114	24.73
				MINNEHAHA BUILDING MAINTENANCE IN	180193890	11/28/2021		20220114	12.90
						CHECK		468423 TOTAL:	37.63
468424	01/14/2022	PRTD	100522	MINNESOTA AIR INC	1819564-00	12/07/2021		20220114	413.86
				MINNESOTA AIR INC	1820380-00	12/09/2021		20220114	88.58
						CHECK		468424 TOTAL:	502.44
468425	01/14/2022	PRTD	101684	MINNESOTA CHIEFS OF POLICE ASSOCI	12493	12/17/2021		20220114	446.00
				MINNESOTA CHIEFS OF POLICE ASSOCI	12456	12/17/2021		20220114	180.00
						CHECK		468425 TOTAL:	626.00
468426	01/14/2022	PRTD	136248	MINNESOTA EQUIPMENT INC	P63807	12/16/2021		20220114	153.73
						CHECK		468426 TOTAL:	153.73
468427	01/14/2022	PRTD	117837	MINNESOTA RURAL WATER ASSOCIATION	31252	10/20/2021		20220114	275.00
						CHECK		468427 TOTAL:	275.00
468428	01/14/2022	PRTD	100252	MINNESOTA HIGHWAY SAFETY AND RESE	337900-9013	11/30/2021		20220114	200.00
						CHECK		468428 TOTAL:	200.00
468429	01/14/2022	PRTD	108668	MORRIS, GRAYLYN	21EP1231	12/29/2021		20220114	500.00
						CHECK		468429 TOTAL:	500.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468430	01/14/2022	PRTD	143339	MR CUTTING EDGE	4075	12/20/2021		20220114	168.00
						CHECK		468430 TOTAL:	168.00
468431	01/14/2022	PRTD	132591	MUSKA ELECTRIC COMPANY	39528	12/17/2021		20220114	9,995.00
				MUSKA ELECTRIC COMPANY	39527	12/17/2021		20220114	7,900.00
				MUSKA ELECTRIC COMPANY	39526	12/17/2021		20220114	16,680.00
				MUSKA ELECTRIC COMPANY	39114	12/17/2021		20220114	1,388.68
						CHECK		468431 TOTAL:	35,963.68
468432	01/14/2022	PRTD	103578	OFFICE DEPOT	210911404001	12/17/2021		20220114	30.99
				OFFICE DEPOT	210926825001	12/16/2021		20220114	93.41
						CHECK		468432 TOTAL:	124.40
468433	01/14/2022	PRTD	160281	OHLAND COMMERCIAL SERVICES LLC	12152021	12/15/2021		20220114	700.00
						CHECK		468433 TOTAL:	700.00
468434	01/14/2022	PRTD	115669	ON CALL SERVICES LLC	3188	12/16/2021		20220114	9,608.00
						CHECK		468434 TOTAL:	9,608.00
468435	01/14/2022	PRTD	999998	Chiyoko Hachiya	1452571392-REFUND	12/22/2021		20220114	1,644.20
						CHECK		468435 TOTAL:	1,644.20
468436	01/14/2022	PRTD	999998	LI, KAM	273-21-4943-REFUND	12/21/2021		20220114	82.51
						CHECK		468436 TOTAL:	82.51
468437	01/14/2022	PRTD	999998	MOSES, BLAKE	273-21-1942-REFUND	12/28/2021		20220114	881.77
						CHECK		468437 TOTAL:	881.77
468438	01/14/2022	PRTD	999998	NELSON, RONALD	273-21-2487-REFUND	12/20/2021		20220114	250.00

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK		468438 TOTAL:	250.00
468439	01/14/2022	PRTD	999995 EHR Construction	ED183574-REFUND	01/07/2022		20220114	9,430.00
					CHECK		468439 TOTAL:	9,430.00
468440	01/14/2022	PRTD	999995 John Kraemer & Sons	ED192732-REFUND	01/07/2022		20220114	2,500.00
					CHECK		468440 TOTAL:	2,500.00
468441	01/14/2022	PRTD	999995 NR PROPERTIES	ED186128-REFUND	12/23/2021		20220114	10,000.00
					CHECK		468441 TOTAL:	10,000.00
468442	01/14/2022	PRTD	999995 NR Properties	ED182165-REFUND	01/07/2022		20220114	5,000.00
					CHECK		468442 TOTAL:	5,000.00
468443	01/14/2022	PRTD	999995 NR PROPERTIES	ED167005-REFUND	01/07/2022		20220114	9,120.00
					CHECK		468443 TOTAL:	9,120.00
468444	01/14/2022	PRTD	999995 RJ Residential LLC	ED191139-REFUND	01/04/2022		20220114	2,500.00
					CHECK		468444 TOTAL:	2,500.00
468445	01/14/2022	PRTD	999995 Scherber Companies LLC	ED191811-REFUND	12/23/2021		20220114	2,500.00
					CHECK		468445 TOTAL:	2,500.00
468446	01/14/2022	PRTD	999995 Scherber Companies LLC	ED193633-REFUND	01/07/2022		20220114	2,500.00
					CHECK		468446 TOTAL:	2,500.00
468447	01/14/2022	PRTD	999995 Scherber Companies LLC	ED193388-REFUND	01/07/2022		20220114	2,500.00
					CHECK		468447 TOTAL:	2,500.00
468448	01/14/2022	PRTD	999995 Streeter Custom Builder	ED194023-REFUND	01/07/2022		20220114	2,000.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468448 TOTAL:	2,000.00
468449	01/14/2022	PRTD	999994	Baker, Kristin	ED190697-REFUND	12/29/2021		20220114	94.12
						CHECK		468449 TOTAL:	94.12
468450	01/14/2022	PRTD	999994	Frederick L Van Pelt	ED194491-REFUND	01/04/2022		20220114	852.60
						CHECK		468450 TOTAL:	852.60
468451	01/14/2022	PRTD	999994	Roloff, Beth	Roloff-010422	01/04/2022		20220114	100.00
						CHECK		468451 TOTAL:	100.00
468452	01/14/2022	PRTD	999994	W.B. Builders	ED194522-REFUND	01/07/2022		20220114	750.00
						CHECK		468452 TOTAL:	750.00
468453	01/14/2022	PRTD	999996	Heim, Chiara	34823842-REFUND	01/07/2022		20220114	139.00
						CHECK		468453 TOTAL:	139.00
468454	01/14/2022	PRTD	999996	Heim, Chiara	34823844-REFUND	01/07/2022		20220114	95.00
						CHECK		468454 TOTAL:	95.00
468455	01/14/2022	PRTD	999996	Kondepudi, Manjusha	34824005-REFUND	01/07/2022		20220114	72.00
						CHECK		468455 TOTAL:	72.00
468456	01/14/2022	PRTD	999996	Levin, William	34741217-REFUND	01/04/2022		20220114	85.00
						CHECK		468456 TOTAL:	85.00
468457	01/14/2022	PRTD	999996	Lysen, Erin	1206784-REFUND	07/12/2021		20220114	220.00
						CHECK		468457 TOTAL:	220.00
468458	01/14/2022	PRTD	999996	Martin, Angela	34824072-REFUND	01/07/2022		20220114	72.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK		468458 TOTAL:	72.00
468459	01/14/2022	PRTD	999996	McRoberts, Malia	34804465-REFUND	01/06/2022		20220114	144.00
						CHECK		468459 TOTAL:	144.00
468460	01/14/2022	PRTD	999996	Weeks, Deanna	34797496-REFUND	01/06/2022		20220114	132.00
						CHECK		468460 TOTAL:	132.00
468461	01/14/2022	PRTD	999997	CONSTANTIN, CATALIN	11-07-2018	11/07/2018		20220114	118.51
						CHECK		468461 TOTAL:	118.51
468462	01/14/2022	PRTD	999997	City of St Louis Park	28-117-21-21-0019	12/28/2021		20220114	242.69
						CHECK		468462 TOTAL:	242.69
468463	01/14/2022	PRTD	999997	City of St Louis Park	18-028-24-21-0004	12/28/2021		20220114	320.45
						CHECK		468463 TOTAL:	320.45
468464	01/14/2022	PRTD	999997	Mcintosh, Emily	00123976-01/10/2022	01/10/2022		20220114	200.97
						CHECK		468464 TOTAL:	200.97
468465	01/14/2022	PRTD	999997	Squillante, Alison	00123354-10/2/2021	12/27/2021		20220114	247.40
						CHECK		468465 TOTAL:	247.40
468466	01/14/2022	PRTD	999997	Wyant, Allison	00123354-10/8/2021	12/27/2021		20220114	247.40
						CHECK		468466 TOTAL:	247.40
468467	01/14/2022	PRTD	137703	OPG-3 INC	5393	12/16/2021		20220114	4,850.70
						CHECK		468467 TOTAL:	4,850.70
468468	01/14/2022	PRTD	100940	OWENS TECHNOLOGY COMPANIES INC	96099	12/13/2021		20220114	633.34

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK	468468 TOTAL:	633.34
468469	01/14/2022	PRTD	151969	BALL, STEVEN DONALD	121021	12/10/2021		20220114	882.12
							CHECK	468469 TOTAL:	882.12
468470	01/14/2022	PRTD	151973	PAINTING BY NAKASONE INC	5955	12/16/2021		20220114	6,502.00
							CHECK	468470 TOTAL:	6,502.00
468471	01/14/2022	PRTD	137491	BEALKE, ROBERT J	780993	01/06/2022		20220114	600.00
							CHECK	468471 TOTAL:	600.00
468472	01/14/2022	PRTD	100945	PEPSI-COLA COMPANY	18600853	12/28/2021		20220114	1,585.84
							CHECK	468472 TOTAL:	1,585.84
468473	01/14/2022	PRTD	100946	PERA	152323	11/29/2021		20220114	170.42
				PERA	152325	11/29/2021		20220114	127.77
							CHECK	468473 TOTAL:	298.19
468474	01/14/2022	PRTD	130228	PERNSTEINER CREATIVE GROUP INC	012221-3	01/22/2021		20220114	150.00
							CHECK	468474 TOTAL:	150.00
468475	01/14/2022	PRTD	160261	PETERSON, RACHAEL	33201	12/27/2021		20220114	299.28
							CHECK	468475 TOTAL:	299.28
468476	01/14/2022	PRTD	100119	PING INC	16055903	11/30/2021		20220114	101.73
				PING INC	16077747	12/17/2021		20220114	560.56
							CHECK	468476 TOTAL:	662.29
468477	01/14/2022	PRTD	130926	PLANTSCAPE INC	367213	12/15/2021		20220114	2,335.06
							CHECK	468477 TOTAL:	2,335.06

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468478	01/14/2022	PRTD	160285	POLICE EXECUTIVE RESERCH FORUM	11204	12/15/2021		20220114	200.00
						CHECK		468478 TOTAL:	200.00
468479	01/14/2022	PRTD	119620	POMP'S TIRE SERVICE INC	210571231	12/15/2021		20220114	3,555.20
						CHECK		468479 TOTAL:	3,555.20
468480	01/14/2022	PRTD	160246	QUADIENT FINANCE USA INC	0000011294185	01/11/2022		20220114	500.00
						CHECK		468480 TOTAL:	500.00
468481	01/14/2022	PRTD	131685	QUADIENT LEASING US, INC.	N9182609	12/16/2021		20220114	979.23
						CHECK		468481 TOTAL:	979.23
468482	01/14/2022	PRTD	101744	QUALITY FLOW SYSTEMS INC	42113	12/09/2021		20220114	5,950.00
						CHECK		468482 TOTAL:	5,950.00
468483	01/14/2022	PRTD	100972	R & R SPECIALTIES INC	0074536-IN	12/16/2021		20220114	316.45
						CHECK		468483 TOTAL:	316.45
468484	01/14/2022	PRTD	160288	ODDO, RICHARD G	2131400400	12/18/2021		20220114	2,678.31
						CHECK		468484 TOTAL:	2,678.31
468485	01/14/2022	PRTD	133627	REPUBLIC SERVICES #894	0894-005576673	12/25/2021		20220114	2,992.06
						CHECK		468485 TOTAL:	2,992.06
468486	01/14/2022	PRTD	100977	RICHFIELD PLUMBING COMPANY	83532	12/15/2021		20220114	4,297.70
				RICHFIELD PLUMBING COMPANY	83533	12/15/2021		20220114	1,888.00
						CHECK		468486 TOTAL:	6,185.70
468487	01/14/2022	PRTD	102408	RIGID HITCH INCORPORATED	1928628880	12/17/2021		20220114	207.76

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK	468487 TOTAL:	207.76
468488	01/14/2022	PRTD	101659	ORKIN	219786720	12/14/2021		20220114	63.00
							CHECK	468488 TOTAL:	63.00
468489	01/14/2022	PRTD	140989	S M HENTGES & SONS INC	05	12/10/2021		20220114	151,585.27
							CHECK	468489 TOTAL:	151,585.27
468490	01/14/2022	PRTD	131865	SAFARILAND LLC	I010-405777	11/24/2021		20220114	63.50
							CHECK	468490 TOTAL:	63.50
468491	01/14/2022	PRTD	100988	SAFETY KLEEN SYSTEMS INC	87574011	12/13/2021		20220114	318.88
							CHECK	468491 TOTAL:	318.88
468492	01/14/2022	PRTD	141767	SALT SOURCE LLC	21914	12/17/2021		20220114	3,762.00
				SALT SOURCE LLC	21941	12/20/2021		20220114	2,717.00
							CHECK	468492 TOTAL:	6,479.00
468493	01/14/2022	PRTD	151777	SCHREIBER MULLANEY CONSTRUCTION C	1881-21-02	12/14/2021		20220114	43,688.80
							CHECK	468493 TOTAL:	43,688.80
468494	01/14/2022	PRTD	144403	SENTEXT SOLUTIONS	245823	12/20/2021		20220114	299.00
							CHECK	468494 TOTAL:	299.00
468495	01/14/2022	PRTD	101556	SHRED-IT USA	565273	12/14/2021		20220114	1,585.45
							CHECK	468495 TOTAL:	1,585.45
468496	01/14/2022	PRTD	120784	WALSH GRAPHICS INC	16748	12/13/2021		20220114	104.11
				WALSH GRAPHICS INC	16759	12/15/2021		20220114	208.36
							CHECK	468496 TOTAL:	312.47

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468497	01/14/2022	PRTD	100430	SNAP-ON INDUSTRIAL	ARV/51079620	12/20/2021		20220114	395.05
						CHECK		468497 TOTAL:	395.05
468498	01/14/2022	PRTD	101000	RJM PRINTING INC	118278012	12/20/2021		20220114	5,483.02
						CHECK		468498 TOTAL:	5,483.02
468499	01/14/2022	PRTD	100438	STANTEC CONSULTING SERVICES INC	1869959	12/20/2021		20220114	5,600.00
						CHECK		468499 TOTAL:	5,600.00
468500	01/14/2022	PRTD	101912	STATE OF MINNESOTA	20020205-2022	12/28/2021		20220114	10.00
						CHECK		468500 TOTAL:	10.00
468501	01/14/2022	PRTD	101912	STATE OF MINNESOTA	20210321-2022	12/28/2021		20220114	10.00
						CHECK		468501 TOTAL:	10.00
468502	01/14/2022	PRTD	101912	STATE OF MINNESOTA	20199082-2022	12/28/2021		20220114	10.00
						CHECK		468502 TOTAL:	10.00
468503	01/14/2022	PRTD	139006	OFFICE OF MNIT SERVICES	W21110558	12/14/2021		20220114	308.70
						CHECK		468503 TOTAL:	308.70
468504	01/14/2022	PRTD	143698	STORM COMBATIVES TRAINING AND CON	0000399	12/21/2021		20220114	899.00
				STORM COMBATIVES TRAINING AND CON	0000404	12/22/2021		20220114	899.00
				STORM COMBATIVES TRAINING AND CON	0000409	12/23/2021		20220114	1,000.00
						CHECK		468504 TOTAL:	2,798.00
468505	01/14/2022	PRTD	101015	STREICHERS INC	I1541093	12/20/2021		20220114	181.98
				STREICHERS INC	I1543788	01/04/2022		20220114	35.98
						CHECK		468505 TOTAL:	217.96

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468506	01/14/2022	PRTD	101017	SUBURBAN CHEVROLET	312102	11/23/2021		20220114	11.47
				SUBURBAN CHEVROLET	312576	11/17/2021		20220114	128.56
				SUBURBAN CHEVROLET	312702	11/18/2021		20220114	32.33
							CHECK	468506 TOTAL:	172.36
468507	01/14/2022	PRTD	105874	SUBURBAN TIRE WHOLESALE INC	10184113	12/20/2021		20220114	684.00
							CHECK	468507 TOTAL:	684.00
468508	01/14/2022	PRTD	113841	SUMMIT	130033950	12/15/2021		20220114	1,615.00
							CHECK	468508 TOTAL:	1,615.00
468509	01/14/2022	PRTD	135803	SUN LIFE ASSURANCE COMPANY OF CAN	DEC 2021	12/15/2021		20220114	5,228.65
				SUN LIFE ASSURANCE COMPANY OF CAN	DEC 2021 #2	12/15/2021		20220114	3,022.72
				SUN LIFE ASSURANCE COMPANY OF CAN	DEC 2021 #3	12/15/2021		20220114	359.55
				SUN LIFE ASSURANCE COMPANY OF CAN	DEC 2021 #4	12/15/2021		20220114	7,142.30
							CHECK	468509 TOTAL:	15,753.22
468510	01/14/2022	PRTD	142316	T-MOBILE USA INC	477067848-12/21	12/27/2021		20220114	35.00
							CHECK	468510 TOTAL:	35.00
468511	01/14/2022	PRTD	122794	TENNANT SALES AND SERVICE COMPANY	918309652	11/15/2021		20220114	334.23
							CHECK	468511 TOTAL:	334.23
468512	01/14/2022	PRTD	160085	TEREX USA, LLC	7184205	12/14/2021		20220114	4,593.84
							CHECK	468512 TOTAL:	4,593.84
468513	01/14/2022	PRTD	160291	THIES, KENNETH	835633	01/07/2022		20220114	1,050.00
							CHECK	468513 TOTAL:	1,050.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468514	01/14/2022	PRTD	120700	TIGER OAK MEDIA INCORPORATED	2021-239138	10/26/2021		20220114	133.00
						CHECK		468514 TOTAL:	133.00
468515	01/14/2022	PRTD	101826	TK ELEVATOR CORPORATION	3006300767	12/01/2021		20220114	843.17
						CHECK		468515 TOTAL:	843.17
468516	01/14/2022	PRTD	151773	TOP GOLF USA INC	5499	12/15/2021		20220114	9,162.21
						CHECK		468516 TOTAL:	9,162.21
468517	01/14/2022	PRTD	103218	TRI-STATE BOBCAT	P67049	12/14/2021		20220114	164.90
				TRI-STATE BOBCAT	P67336	12/17/2021		20220114	210.56
						CHECK		468517 TOTAL:	375.46
468518	01/14/2022	PRTD	146436	TYLER TECHNOLOGIES INC	045-362333	11/30/2021		20220114	3,150.00
				TYLER TECHNOLOGIES INC	045-362412	11/30/2021		20220114	2,800.00
						CHECK		468518 TOTAL:	5,950.00
468519	01/14/2022	PRTD	140009	US KIDS GOLF LLC	IN2036102	12/16/2021		20220114	153.73
						CHECK		468519 TOTAL:	153.73
468520	01/14/2022	PRTD	144033	USS MINNESOTA ONE MT LLC	23747	12/16/2021		20220114	2,212.20
						CHECK		468520 TOTAL:	2,212.20
468521	01/14/2022	PRTD	140048	VECTOR SOLUTIONS	INV40814	01/07/2022		20220114	3,858.89
						CHECK		468521 TOTAL:	3,858.89
468522	01/14/2022	PRTD	141927	VER-TECH LABORATORIES INC	INV719436	12/14/2021		20220114	640.05
						CHECK		468522 TOTAL:	640.05

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468523	01/14/2022	PRTD	101066	VIKING ELECTRIC SUPPLY	S005335560.001	12/16/2021		20220114	792.00
				VIKING ELECTRIC SUPPLY	S005376621.001	12/17/2021		20220114	137.55
						CHECK		468523 TOTAL:	929.55
468524	01/14/2022	PRTD	160088	VINIFERA IMPORTS	325956	12/15/2021		20220114	189.00
				VINIFERA IMPORTS	325955	12/15/2021		20220114	189.00
						CHECK		468524 TOTAL:	378.00
468525	01/14/2022	PRTD	120627	PERFORMANCE FOOD GROUP INC	62946530	12/17/2021		20220114	1,069.88
						CHECK		468525 TOTAL:	1,069.88
468526	01/14/2022	PRTD	100023	VOGEL, ROBERT C	221033	12/20/2021		20220114	4,000.00
						CHECK		468526 TOTAL:	4,000.00
468527	01/14/2022	PRTD	151681	WALKER LAWN CARE INC	8795	11/30/2021		20220114	5,817.00
						CHECK		468527 TOTAL:	5,817.00
468528	01/14/2022	PRTD	105740	WSB & ASSOCIATES	R-015816-000-12	12/17/2021		20220114	390.00
				WSB & ASSOCIATES	R-018609-000-5	12/17/2021		20220114	652.50
				WSB & ASSOCIATES	R-018610-000-5	12/17/2021		20220114	1,060.00
				WSB & ASSOCIATES	R-018611-000-5	12/17/2021		20220114	1,077.00
				WSB & ASSOCIATES	R-018612-000-5	12/17/2021		20220114	1,858.00
				WSB & ASSOCIATES	R-018642-000-3	12/16/2021	300085	20220114	910.00
						CHECK		468528 TOTAL:	5,947.50
468529	01/14/2022	PRTD	100932	XCEL ENERGY	760606462	12/17/2021		20220114	294.00
						CHECK		468529 TOTAL:	294.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
468530	01/14/2022	PRTD	106270	YOUNG MEN'S CHRISTIAN ASSOCIATION	2017361257	09/22/2021		20220114	5,000.00
				YOUNG MEN'S CHRISTIAN ASSOCIATION	2013846223	12/21/2018		20220114	2,800.00
							CHECK	468530 TOTAL:	7,800.00
468531	01/14/2022	PRTD	101091	ZIEGLER INC	IN000363250	12/17/2021		20220114	1,660.00
							CHECK	468531 TOTAL:	1,660.00
468532	01/14/2022	PRTD	136192	ZOLL MEDICAL CORPORATION	3194398	01/10/2022		20220114	114.97
							CHECK	468532 TOTAL:	114.97

NUMBER OF CHECKS 221 *** CASH ACCOUNT TOTAL *** 1,671,397.02

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	220	1,671,672.02
TOTAL VOIDED CHECKS	1	275.00

*** GRAND TOTAL *** 1,671,397.02

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.C.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Bill Neuendorf, Economic Development Manager

Item Activity:
Action

Subject: Request for Purchase: Contract for Services with Creative Arcade

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ACTION REQUESTED:
Approve Request for Purchase for consulting services with Creative Arcade for the Small Business Technical Assistance Program for up to $150,000.

INTRODUCTION:
This contract will allow digital marketing and related services to be delivered as part of Edina's Small Business Technical Assistance Program (TAP).

The Small Business TAP is funded with a portion of Edina's 2021 allocation of federal American Rescue Plan monies. Services valued up to $150,000 will be provided directly to Edina-based businesses that are selected through a competitive process.

The consultant, Creative Arcade based in Duluth Minnesota, submitted a compelling response to the City's request for proposals that was distributed in December 2021. They have direct experience providing digital marketing services for small business as well as government agencies. They have successfully completed projects for the City in the past.

This contract was prepared by the City Attorney and the terms are agreeable to the consultant. Staff recommends approval of this contract for service.

ATTACHMENTS:

Contract for Services - Creative Arcade

Request for Purchase: Contract for Services with Creative Arcade

CONTRACT FOR SERVICES

This contract (the "Agreement") is made and entered into this 19 day of January, 2022, between the City of Edina, Minnesota (the "City"), and Creative Arcade, (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services:

   A. Under the direction of City Staff, provide direct technical assistance as part of the Small Business Technical Assistance Program (TAP), to approximately 15 enrolled Edina small businesses ("Beneficiaries"). The total number of Beneficiaries served shall depend on the available budget. Contractor will assist with both the development of appropriate service plans and the delivery of those services. The specific package of deliverables is outlined in Appendix A attached hereto ("Services").

   B. Services shall be provided directly Beneficiaries only.

   C. If in the course of delivery of Services any Beneficiary eligibility concerns arise, the Contractor shall immediately share the concerns with coordinating City staff.

2. Compensation. The City agrees to pay the Contractor as follows:

   A. The Contractor shall be paid up to $150,000.00 for Services rendered ("Agreement Amount").

   B. The Contractor shall submit a monthly invoice for all Services rendered including services rendered by any approved subcontractor. The invoice must include details of Services rendered and separated by Beneficiary. Within 35 days of receipt of invoice, the City shall remit payment to the Contractor.

   C. The City may, as the program progresses, inform the Contractor that a Beneficiary has reached the end of their participation in the program. At which point the Contractor must cease Services related to that Beneficiary as it related to this Agreement.

   D. Services rendered that exceed the Agreement Amount are the sole responsibility of Contractor.

   E. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

   F. At the conclusion of Stage 4 of the Services, as explained in Appendix A, the City may disburse no more than ninety five percent (95%) of the Agreement Amount. Five percent (5%) of the Agreement Amount (the "Retainage") shall be retained until the final report is submitted to the City by the Contractor. The Retainage shall be disbursed 30 days after the City receives the final report and Stage 5 of the Services, as explained in Appendix A, is complete.

3. Term.

The Services shall be delivered as part of TAP, a City of Edina American Rescue Plan Act Small Business Direct Support initiative and shall be completed no later than March 31, 2023.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit. The City shall be named as an additional insured.

C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.

D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

6. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

7. General Provisions.

A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.

C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

E. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

F. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

G. Government Data Practices. Contractor must comply with the Minnesota Government Practices Act as it applies to all data that may be created, collected, received, stored, used, maintained, or disseminated under this Agreement. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify the City. The City will give Contractor instructions concerning the release of the data to the requesting party before the data is released.

H. Nondiscrimination Clause. The Contractor will follow all laws and regulations related to any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Edina Minnesota:

By: _____
Name and Title

Date: _____

Contractor:

By: Jeffrey Ruprecht, Partner/Interactive Director
Name and Title

Date: 01/11/22

APPENDIX A

DETAILED SCOPE OF SERVICES

Contractor shall provide technical assistance for the Small Business TAP Program in the following areas: (1) website & search engine optimization and/or (2) digital marketing & social media and/or (3) other web-based services.

Deliverables are detailed in the following areas:

1. Consultation to the City, upon request, for the review of applications from local small businesses in the Small Business TAP Program.

    a) Perform additional research or collect additional data from applicants as necessary to evaluate applications, including interviews.
    b) Review current digital platforms of selected applicants.
    c) Participate in two TAP Program Orientation Sessions (these may be in person or virtual as mutually agreeable).

2. Develop Frequently-Asked-Questions responses and/or simple User Guide documents on topics of critical interest to small businesses in collaboration with City staff. These documents shall be provided to the City of Edina for use and distribution to program participants. The City of Edina shall retain ownership of these materials upon completion.
3. Design and document specific participant deliverable options, costs, and performance measurements for each of the approximately 15 program participants for City staff review and approval. The City and Contractor shall agree on the number of participants served based on available budget. Provide approved services directly to the program participants. Follow up directly with each of the participants and report to the City on performance measures. Work directly with program participants through each stage of their project.

    Project Stages for each Participant:

    1. Discovery Process: *Initial meeting with participants, additional research, analysis, audits; and full documentation including participant goals.*
    2. Develop Recommendations: *Prepare a project outline with specific deliverables, costs, and recommendations*
    3. *Participant Meeting: *Formal meeting with participant to discuss technical service options and select plan to move forward.*
    4. Delivery of Services/Implementation: *Completed by approximately November 2022.*
    5. Reporting/Performance Assessment: *Collect performance data for review and report starting at 2-3 months after implementation; update with additional data and*

recommendations approximately 6 months after implementation. To be shared with participant.

*City staff plan/budget review is required before moving on to Step 3.

4. **Project Reporting:** In addition to reporting obligations detailed in Project Stage 5, Contractor must also produce one final report on the Contractor's aggregate projects through the program. The final report must include detail about services performed by the Consultant, total number of hours of services provided, the final budget detail both in aggregate and by participant, and the aggregate impact of all services provided. This report shall be submitted directly to the City of Edina upon completion prior to the end of the contract term.
5. **Invoicing.** All expenditures must be tracked and all work performed must be documented by the contractor(s). Contractor must submit an invoice for work performed no more frequently than monthly. Upon completion of Stages 1-4, the City agrees to pay out up to 95% of the total contract. The remaining 5% will be paid out upon completion of Stage 5: Reporting/Performance Assessment. A final invoice is due for the balance upon completion and delivery of all services.

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200030**

Request for Purchase

Department: Finance
Buyer: Bill Neuendorf
Date: 01/13/2022

Requisition Description: ARPA contract for small biz technical consulting

Vendor: CREATIVE ARCADE
Cost: $150,000.00

REPLACEMENT or NEW: -

PURCHASE SOURCE: -

DESCRIPTION: Technical consulting services for small businesses harmed by pandemic.

BUDGET IMPACT: These services are funded by Edina's direct allocation of 2021 ARPA.

COMMUNITY IMPACT: Intended to support and stabilize small businesses in Edina.

ENVIRONMENTAL IMPACT: None.

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle:
Vehicle - Make/Model/Year current vehicle (if replacement):
Vehicle - Does purchase meet Green Fleet Recommendations? -
Vehicle - If does <u>not</u> meet Green Fleet Recommendations, justification: -
MPG:
Carbon Emissions:

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.D.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Bill Neuendorf, Economic Development Manager

Item Activity:
Action

Subject: Request for Purchase: Contract for Services with Davison Group

---

ACTION REQUESTED:
Approve Request for Purchase for consulting services with Davison Group for the Small Business Technical Assistance Program for up to $50,000.

INTRODUCTION:
This contract will allow digital marketing and related services to be delivered as part of Edina's Small Business Technical Assistance Program (TAP).

The Small Business TAP is funded with a portion of Edina's 2021 allocation of federal American Rescue Plan monies. Services valued up to $50,000 will be provided directly to Edina-based businesses that are selected through a competitive process.

The consultant, Davison Consulting Group, based in Crystal, Minnesota, submitted a compelling response to the City's request for proposals that was distributed in December 2021. While small in size, Davison has strong knowledge of the Edina community and has direct experience providing digital marketing services for small businesses in a variety of fields.

This contract was prepared by the City Attorney and the terms are agreeable to the consultant. Staff recommends approval of this contract for service.

ATTACHMENTS:

Request for Purchase: Contract for Services with Davison Group

Contract for Services - Davison Consulting Group

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200031**

Request for Purchase

Department: Development
Buyer: Bill Neuendorf
Date: 01/13/2022

Requisition Description: ARPA contract for small biz technical consulting

Vendor: Davison Consulting Group
Cost: $50,000.00

REPLACEMENT or NEW: -

PURCHASE SOURCE: -

DESCRIPTION: Technical consulting services for small businesses harmed by pandemic.

BUDGET IMPACT: These services are funded by Edina's direct allocation of 2021 ARPA.

COMMUNITY IMPACT: Intended to support and stabilize small businesses in Edina.

ENVIRONMENTAL IMPACT: None.

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle:
Vehicle - Make/Model/Year current vehicle (if replacement):
Vehicle - Does purchase meet Green Fleet Recommendations? -
Vehicle - If does <u>not</u> meet Green Fleet Recommendations, justification: -
MPG:
Carbon Emissions:

CONTRACT FOR SERVICES

This contract (the "Agreement") is made and entered into this 19 day of January, 2022, between the City of Edina, Minnesota (the "City"), and Davison Consulting Group, (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services:

   A. Under the direction of City Staff, provide direct technical assistance as part of the Small Business Technical Assistance Program (TAP), to at least 5 enrolled Edina small businesses ("Beneficiaries"). The total number of Beneficiaries served shall depend on the available budget. Contractor will assist with both the development of appropriate service plans and the delivery of those services. The specific package of deliverables is outlined in Appendix A attached hereto ("Services").

   B. Services shall be provided directly Beneficiaries only.

   C. If in the course of delivery of Services any Beneficiary eligibility concerns arise, the Contractor shall immediately share the concerns with coordinating City staff.

2. Compensation. The City agrees to pay the Contractor as follows:

   A. The Contractor shall be paid up to $50,000.00 for Services rendered ("Agreement Amount").

   B. The Contractor shall submit a monthly invoice for all Services rendered including services rendered by any approved subcontractor. The invoice must include details of Services rendered and separated by Beneficiary. Within 35 days of receipt of invoice, the City shall remit payment to the Contractor.

   C. The City may, as the program progresses, inform the Contractor that a Beneficiary has reached the end of their participation in the program. At which point the Contractor must cease Services related to that Beneficiary as it related to this Agreement.

   D. Services rendered that exceed the Agreement Amount are the sole responsibility of Contractor.

   E. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

   F. At the conclusion of Stage 4 of the Services, as explained in Appendix A, the City may disburse no more than ninety five percent (95%) of the Agreement Amount. Five percent (5%) of the Agreement Amount (the "Retainage") shall be retained until the final report is submitted to the City by the Contractor. The Retainage shall be disbursed 30 days after the City receives the final report and Stage 5 of the Services, as explained in Appendix A, is complete.

3. Term. The Services shall be delivered as part of TAP, a City of Edina American Rescue Plan Act Small Business Direct Support initiative and shall be completed no later than March 31, 2023.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit. The City shall be named as an additional insured.

C. Workers' Compensation. The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor will remain in compliance with this statute and comply with all workers' compensation requirements throughout the life of this Agreement.

D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

6. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

7. General Provisions.

A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City. Written consent is not required for subcontracting some Services when the subcontractor has been pre-approved by coordinating City staff.

C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

E. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

F. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

G. Government Data Practices. Contractor must comply with the Minnesota Government Practices Act as it applies to all data that may be created, collected, received, stored, used, maintained, or disseminated under this Agreement. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify the City. The City will give Contractor instructions concerning the release of the data to the requesting party before the data is released.

H. Nondiscrimination Clause. The Contractor will follow all laws and regulations related to any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Edina Minnesota:

By: _____
James Hovland, Mayor

Date:_____

By: _____
Scott Neal, City Manager

Date:_____

Contractor:

By: Torrean Davison
Torrean Davison, CEO, Davison Consulting Group

Date: 01.13.2022

APPENDIX A

DETAILED SCOPE OF SERVICES

Contractor shall provide technical assistance for the Small Business TAP Program in the following areas: (1) website & search engine optimization and/or (2) digital marketing & social media and/or (3) other web-based services.

Deliverables are detailed in the following areas:

1. Consultation to the City, upon request, for the review of applications from local small businesses in the Small Business TAP Program.

    a) Perform additional research or collect additional data from applicants as necessary to evaluate applications, including interviews.

    b) Review current digital platforms of selected applicants.

    c) Participate in two TAP Program Orientation Sessions (these may be in person or virtual as mutually agreeable).

2. Develop Frequently-Asked-Questions responses and/or simple User Guide documents on topics of critical interest to small businesses in collaboration with City staff. These documents shall be provided to the City of Edina for use and distribution to program participants. The City of Edina shall retain ownership of these materials upon completion.

3. Design and document specific participant deliverable options, costs, and performance measurements for each of the approximately 5 program participants for City staff review and approval. The City and Contractor shall agree on the number of participants served based on available budget. Provide approved services directly to the program participants. Follow up directly with each of the participants and report to the City on performance measures. Work directly with program participants through each stage of their project.

    Project Stages for each Participant:

    1. Discovery Process: *Initial meeting with participants, additional research, analysis, audits; and full documentation including participant goals.*

    2. Develop Recommendations: *Prepare a project outline with specific deliverables, costs, and recommendations*

    3. *Participant Meeting: *Formal meeting with participant to discuss technical service options and select plan to move forward.*

    4. Delivery of Services/Implementation C*ompleted no more than 6 months from date of contract execution.*

5. Reporting/Performance Assessment: *Collect performance data for review and report starting at 2-3 months after implementation; update with additional data and recommendations approximately 6 months after implementation. To be shared with participant.*

   *City staff plan/budget review is required before moving on to Step 3.

4. **Project Reporting:** In addition to reporting obligations detailed in Project Stage 5, Contractor must also produce one final report on the Contractor's aggregate projects through the program. The final report must include detail about services performed by the Consultant, total number of hours of services provided, the final budget detail both in aggregate and by participant, and the aggregate impact of all services provided. This report shall be submitted directly to the City of Edina upon completion prior to the end of the contract term.
5. **Invoicing.** All expenditures must be tracked and all work performed must be documented by the contractor(s). Contractor must submit an invoice for work performed no more frequently than monthly. Upon completion of Stages 1-4, the City agrees to pay out up to 95% of the total contract. The remaining 5% will be paid out upon completion of Stage 5: Reporting/Performance Assessment. A final invoice is due for the balance upon completion and delivery of all services.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.E.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:
Action

Subject: Resolution No. 2022-17: Calling for a Public Hearing - 70th & France TIF District

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ACTION REQUESTED:
Approve Resolution 2022-17 calling for a Public Hearing on the proposed modification to the Redevelopment Plan for the Southeast Edina Redevelopment Project Area and establishment of the 70th and France Tax Increment Financing District (a renewal and renovation district).

INTRODUCTION:
This Resolution pertains to the potential use of Tax Increment Financing (TIF) to support redevelopment of an underutilized commercial property located at 7001-7025 France Avenue.

The developer has secured preliminary approvals to rezone the property by subdividing the land into four separate parcels and constructing a combination of commercial, office, retail and residential buildings on the site. Due to the high costs of redevelopment and a variety of public benefits delivered by the completed project, the developer has requested that TIF be considered to allow the project to be constructed.

There are many steps in the City's consideration of TIF on this site. This Resolution sets a date when a Public Hearing will be held regarding the the proposed TIF Plan. The City Council is anticipated to take action on the proposal approximately 2 weeks after the Public Hearing is completed.

This Resolution has been prepared by the City's finance advisor to be consistent with applicable Minnesota statutes. Staff recommends that Resolution 2022-17 be approved.

ATTACHMENTS:

Resolution 2022-17

RESOLUTION NO. 2022-17

CALLING FOR A PUBLIC HEARING ON THE PROPOSED MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE SOUTHEAST EDINA REDEVELOPMENT PROJECT AREA AND ESTABLISHMENT OF THE 70TH AND FRANCE TAX INCREMENT FINANCING DISTRICT (A RENEWAL AND RENOVATION DISTRICT)

BE IT RESOLVED, by the City Council for the City of Edina, Minnesota (the "City") as follows:

Section 1. Public Hearing. This Council shall meet on March 1, 2022, at approximately 7:00 P.M., to hold a public hearing on the proposed adoption of a Modification to the Redevelopment Plan for the Southeast Edina Redevelopment Project Area, the proposed establishment of the 70th and France Tax Increment Financing District (a renewal and renovation district), and the proposed adoption of a Tax increment Financing Plan therefor (together the "Plans"), all pursuant to and in accordance with Minnesota Statutes, Sections 469.001 to 469.047 and Sections 469.174 to 469.1794, inclusive, as amended, in an effort to encourage the development and redevelopment of certain designated areas within the City; and

Section 2. Notice of Public Hearing, Filing of Plans. City staff is authorized and directed to work with Ehlers & Associates, Inc., to prepare the Plans and to forward documents to the appropriate taxing jurisdictions including Hennepin County and Independent School District No. 273. The City Clerk is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30, days prior to March 1, 2022, and to place a copy of the Plans on file in the HRA Executive Director's office at City Hall and to make such copy available for inspection by the public.

Adopted by the Edina City Council this 19th day of January, 2022.

ATTEST: _____ _____

Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution is a true and correct copy of the Resolution duly adopted by the Edina City Council at its Regular Meeting of January 19, 2022, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 2022.

_____

City Clerk

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.F.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Stephanie Hawkinson, Affordable Housing Development Manager

Item Activity:
Action

Subject: Resolution No. 2022-18: Authorizing Grant Application for 4040 West 70th Street Affordable Housing Development

---

ACTION REQUESTED:
Approve Resolution 2022-18 authorizing a grant application to support the 4040 West 70th Street Affordable Housing Development

INTRODUCTION:
This item pertains to the affordable housing development located at 4040 West 70th Street. The developer is proposing developing 118 age restricted affordable housing units. They will enter into a ground lease with the Edina Housing Foundation to keep the development affordable for 99-years. The City Council granted site plan approval for this project in 2021.

Based on the extraordinary costs to develop this property, the developer has requested that the project be considered for available financing programs.

This resolution authorizes a grant application to DEED's Redevelopment Grant program. This project is expected to be a good candidate for this competitive grant program. If a grant is awarded, the City Attorney will prepare a Sub-Recipient Grant Agreement to establish responsibilities of the City and Developer pertaining to the grant.

Staff recommends approval of Resolution 2022-18.

ATTACHMENTS:

Resolution No. 2022-18 1

RESOLUTION NO. 2022-18
AUTHORIZING GRANT APPLICATION TO
MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
FOR 4040 WEST 7TH STREET AFFORDABLE HOUSING DEVELOPMENT

BE IT RESOLVED by the City Council of the City of Edina, Minnesota, as follows:

WHEREAS, the City of Edina is a statutory city eligible to apply for grant funding; and

WHEREAS, the State of Minnesota Department of Employment and Economic Development is soliciting requests for grant applications to further redevelopment and employment goals; and

WHEREAS, the City of Edina has identified Cornelia View Apartments, LLC (the "Developer") Cornelia View Apartments (the "Project") proposed to be built at 4040 West 70th Street as a project that satisfies the Redevelopment Grant purpose and criteria; and

WHEREAS, the site is vacant office building and considered to be obsolete in the marketplace; and

WHEREAS, it is apparent that the property's condition and value will continue to decline until it is properly repositioned and that the site appears unable to be returned to a highest and best use without grant assistance; and

WHEREAS, the developer has secured preliminary zoning approvals to redevelop the site in its entirety; and

WHEREAS, the developer has committed to providing the local match in order to qualify for grant assistance.

BE IT RESOLVED that the City of Edina act as the legal sponsor for project contained in the Redevelopment Grant Program to be submitted on February 1, 2022 and that Mayor James B. Hovland is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Edina.

BE IT FURTHER RESOLVED that the City of Edina has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project.

BE IT FURTHER RESOLVED that if the Project fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the City of Edina may be required to repay 100 percent of the awarded grant per Minn. Stat. 116J.575 Subd. 4.

BE IT FURTHER RESOLVED that the City of Edina has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Edina may enter into an agreement with the State of Minnesota for the above referenced project(s), and that the City of Edina certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that the Mayor and the Clerk are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the Edina City Council this 19th day of January 2022.

Attest: _____ _____

Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached is a true and correct copy of the Resolution duly adopted by the Edina City Council at its regular meeting of January 19, 2022, and as recorded in the Minutes of said regular meeting.

WITNESS, my hand and seal of said City this _____ day of_____, 2022.

_____

Sharon Allison, City Clerk

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.G.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Jessica V. Wilson, Water Resources Manager

Item Activity:
Action

Subject: Request for Purchase: Nine Mile Creek Vegetation Management, ENG 22-4NB

ACTION REQUESTED:
Approve request for purchase for vegetation management along Nine Mile Creek with Cardno for $75,000.

INTRODUCTION:
The project includes site preparation; furnishing, transporting, and installing all seeds, plant materials, and other materials as required for the restoration and establishment of native plant communities; installation of basic erosion control practices; weed control; and management of planting areas.

The contract includes native restoration and annual maintenance through December 31, 2024.

ATTACHMENTS:

Request for Purchase

Contract ENG 22-4NB

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200028**

Request for Purchase

Department: Engineering
Buyer: Jessica Vanderwerff Wilson
Date: 01/13/2022

Requisition Description: Nine Mile Creek Vegetation Management (2022-2024)

Vendor: CARDNO INC
Cost: $75,000.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

The project includes site preparation; furnishing, transporting, and installing all seeds, plant materials, and other materials as required for the restoration and establishment of native plant communities; installation of basic erosion control practices; weed control; and management of planting areas to enhance the Nine Mile Creek shoreline buffer.

The contract includes native restoration and annual maintenance through December 31, 2024.

BUDGET IMPACT:

This project is funded by the stormwater utility detailed in CIP ENG21057. Six firms responded to the Request for Quotes.

A cost share grant agreement with the Nine Mile Creek Watershed District for City Council consideration at their January 19, 2022 meeting would provide funding on a reimbursement basis for 75% of project costs up to $50,000.

COMMUNITY IMPACT:

Restoration of shoreland promotes clean water and habitat

ENVIRONMENTAL IMPACT:

Restoration of shoreland promotes clean water and habitat

ENG 22-4NB
FORM OF AGREEMENT
BETWEEN CITY OF EDINA AND CONTRACTOR
FOR NON-BID CONTRACT

THIS AGREEMENT made this **11th** day of **January, 2022**, by and between the **CITY OF EDINA,** a Minnesota municipal corporation ("Owner" or "City") and **Cardno, Inc., 1301 Corporate Center Drive, Suite 140, Eagan, MN 55151** ("Contractor"). Owner 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. City of Edina General Contract Conditions
C. Specifications prepared by City of Edina
D. Contractor's Quote.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "D" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contract **$75,000.00** inclusive of taxes, if any.

4. PAYMENT PROCEDURES.

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer.

B. Progress Payments; Retainage. Owner 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 Subcontractors.

(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 1 ½ 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 (attached) 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. Final payment will not be made until the Contractor has filed with the Owner a fully and duly executed Affidavit, General Waiver and Indemnity Agreement, in the form attached hereto as Exhibit B and hereby made a part hereof, together with such other and additional evidence as Owner may request, in form and substance satisfactory to the Owner, that all labor, materials and services expended or used in the Work have been paid for in full and that no liens or other claims for such labor, materials or services can be made or claimed against Contractor, Owner or any other person or any property. In case such evidence is not furnished, the Owner may retain out of any amount due said Contractor a sum sufficient, in the reasonable discretion of Owner, but in any event not less than one and one-half times the sum determined by Owner to be necessary, to pay for all labor, material, services or other claims which are then unpaid or which are then believed by Owner, in its reasonable discretion, to be unpaid.

Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the City Engineer.

5. COMPLETION DATE. The Work must be completed by **end of year 2024**.

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 Owner 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.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Subcontracts:

(1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

(2) The Contractor is responsible to the Owner 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 Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

8. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured on the general liability insurance on a primary and noncontributory basis. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury:	$1,000,000 each occurrence $1,000,000 aggregate products and completed operations
Property Damage:	$1,000,000 each occurrence $1,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury:	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence $1,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	$1,000,000 each occurrence $1,000,000 each accident
Property Damage:	$1,000,000 each occurrence

9. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the quote 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.

10. 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.

11. PERFORMANCE AND PAYMENT BONDS. Performance and payment bonds are not required for the doing of any public work if the contract price is $100,000 or less. On projects of more than $100,000 for the doing of public work a payment bond and a performance bond each in the amount of the contract price must be furnished to the City prior to

commencement of work. The form of the bonds must satisfy statutory requirements for such bonds.

12. MISCELLANEOUS.

A. Terms used in this Agreement have the meanings stated in the General Conditions.

B. Owner 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 Owner 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. Software License. If the equipment provided by the Contractor pursuant to this Contract 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. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device,

material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract 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.

H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.

J. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

K. Entire Agreement. This Contract 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.

L. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall 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.

M. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

CITY OF EDINA

BY: _____
Its Mayor

AND _____
Its City Manager

CONTRACTOR

BY: _____
Its

AND _____
Its

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.H.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Jessica V. Wilson, Water Resources Manager

Item Activity:
Action

Subject: Approve Cost Share Agreement with Nine Mile Creek Watershed District for Shoreline Buffer Enhancement

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ACTION REQUESTED:
Approve Cost Share Agreement with Nine Mile Creek Watershed District for vegetated buffer enhancement along Nine Mile Creek.

INTRODUCTION:
The project is to enhance the vegetation along six reaches of the north branch of the Nine Mile Creek. The stream was remeandered and stabilized by the Nine Mile Creek Watershed District in 2018. The City took over maintenance in 2021. This grant would enhance the areas beyond the minimum maintenance plan of noxious weed control only. The estimated total project cost is $75,000. Under the cost share agreement, the Watershed District would reimburse the city 75% of project costs up to $50,000.

ATTACHMENTS:

Cost Share Agreement with Nine Mile Creek Watershed District

NINE MILE CREEK WATERSHED DISTRICT
COST SHARE PROGRAM

Cost Share Agreement between
NINE MILE CREEK WATERSHED DISTRICT and
the City of Edina

The parties to this cost share agreement are the Nine Mile Creek Watershed District (NMCWD), a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D, and the City of Edina (Edina), a body corporate and politic and a home rule charter city of the State of Minnesota. The purpose of this agreement is to provide for contribution by NMCWD to the costs of native vegetation enhancement on six reaches (Reach 1, 2, 4, 5, 11, 12) of Nine Mile Creek on property owned by Edina (the Property).

NMCWD has determined the amount of funding that it will contribute to the design and implementation of vegetation enhancement on the basis of the water-quality improvement, public education and demonstration benefits that will be realized.

NMCWD commits to reimburse Edina in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

Edina will install native vegetation along Nine Mile Creek on six reaches in Edina (Reach 1, 2, 4, 5, 11, and 12) (Project) in accordance with the site plan, work plan and budget attached to and incorporated into this agreement as Exhibit A. In the event of conflict or disparity between a term or terms of this agreement and Exhibit A, the language in this agreement will prevail. Edina is responsible for obtaining all required permits and approvals, including a NMCWD permit (if required), and for complying with all laws, including laws requiring location of buried utilities prior to land disturbance. Edina may adjust the plans or design during installation based on field conditions or other adaptive design considerations as will more effectively achieve the Project purposes.

Edina will submit to NMCWD at least one report that includes a narrative describing the installation of the Project, a description of and receipts documenting eligible costs incurred including in-kind contributions, a description of any changes made to the Project, final planting layouts and photographs documenting installation (altogether, Project Report). A final Project Report must be submitted to NMCWD within 60 days of the completion of implementation. Edina must maintain a copy of the site plan, design, specifications and other records concerning the Project for six years from the date Edina completes the Project. NMCWD may examine, audit or copy any such records on reasonable notice to Edina.

2. Contractor

Edina will select a contractor or contractors for the Project or construct the Project itself, and will ensure implementation of the Project in accordance with Exhibit A. In contracting for implementation of the Project, Edina will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.

3. Reimbursement

On receipt and approval of a Project Report, certification of the Project as complete, functional and conforming to Exhibit A, and inspection by NMCWD, NMCWD will reimburse Edina seventy-five (75) percent of Edina's eligible costs to design and implement the Project. Reimbursement under this agreement will not exceed a total of **$50,000**. Contributed labor will not be reimbursed, but may apply toward total cost of completion of the Project. Labor contributed toward the completion of the Project by Edina will be assigned a rate of $20 per hour. Expenditures for nonnative plants used in the Project are not eligible for reimbursement.

NMCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on NMCWD. As a result:

a. NMCWD may withhold 10 percent of any reimbursement under this section 2 until NMCWD has confirmed substantial completion of the Project; and

b. if installation, including vegetation establishment where specified, of the Project is not completed in material conformance with the approved plans and specifications within three (3) years of the date this agreement is fully executed, subject to delays outside of Edina's control, NMCWD will not be obligated to provide reimbursement to Edina under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before NMCWD makes a decision to deny reimbursement or rescind the agreement.

Further, absent NMCWD's written concurrence to an extension of a timeframe established in this agreement, NMCWD's commitment to provide reimbursement will be void after the passage of any deadline for action on the part of Edina's stated herein.

4. Right of Access

Edina will permit NMCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this agreement and monitor or take samples for the purposes of assessing the construction or performance of the Project and compliance with the terms of this agreement. If NMCWD finds that an obligation under this agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this agreement void. Edina will reimburse NMCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

5. Maintenance

Edina will maintain the Project in accordance with a maintenance plan per specifications attached as Exhibit B for a minimum of **10 years** from the date installation is complete. If Edina fails to maintain the Project, NMCWD will have a right of reimbursement of all amounts paid to Edina, unless NMCWD determines that the failure to maintain the Project was caused by reasons beyond Edina's control.

6. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Project must properly acknowledge the funding provided by NMCWD. Edina will cooperate with NMCWD to seek publicity and media coverage of the Project. Edina will permit NMCWD, at NMCWD's cost and discretion, to place reasonable signage on the Property informing the public about the Project and NMCWD's Cost Share Program. In communicating to funding or oversight agencies or in public communications about NMCWD programs, NMCWD may cite the Project and its location and may depict the Project in text, photographs or other media.

7. Independent Relationship

NMCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by Edina that furthers the purposes of NMCWD. Edina acts independently and selects the means, method and manner of constructing the Project. Edina is not the agent, representative, employee or contractor of NMCWD. Any right to review or approve a design, work in progress or a constructed facility provided by the agreement to NMCWD is solely for NMCWD's purpose of accounting for NMCWD funds expended. This agreement is not a joint powers agreement under Minnesota Statutes section 471.59. Edina acts independently and selects the means, method and manner of constructing the Project. Each party agrees that it will be responsible only for its own acts and the results thereof to the extent authorized by the law and will not be responsible for the acts or omissions of the other party or the results thereof.

8. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by the parties and expires four years thereafter. NMCWD retains the right to void this agreement if implementation of the Project is not completed by **12/31/2024**. NMCWD may grant a request to extend the construction-completion period based on Edina's satisfactory explanation and documentation of the need for an extension. Upon issuance by NMCWD of notice of NMCWD's determination to void this agreement, Edina will not receive any further reimbursement for work subject to this agreement, unless NMCWD extends the deadline for completion.

All obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5 and 6, and Exhibit B shall survive expiration.

9. Subcontract and Assignment

Edina will not assign, subcontract or transfer any obligation, right or interest in this agreement without the written consent of NMCWD. Written consent to any subcontract will not relieve Edina of responsibility to perform under this agreement.

10. Indemnification

Edina will hold NMCWD, its officers, board members, employees and agents harmless, and will defend and indemnify NMCWD, with respect to any and all actions, costs, damages and liabilities of any nature arising from: (a) Edina's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Edina to NMCWD. No action or inaction of NMCWD or Edina under this agreement creates a duty of care on the part of NMCWD or Edina for the benefit of any third party.

11. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, NMCWD and Edina waive no immunities in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party and this agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

12. Compliance With Laws

Edina is responsible to secure all permits and comply with all other legal requirements applicable to the construction and maintenance of the Project.

13. Notices

Any written communication required under this agreement shall be addressed to the other party as follows:

To NMCWD:

Administrator
Nine Mile Creek Watershed District
12800 Gerard Drive
Eden Prairie, MN 55346

Edina:

Water Resources Manager
City of Edina
7450 Metro Blvd
Edina, MN 55439

14. Waiver

NMCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, NMCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party.

15. Venue and Jurisdiction

The agreement will be construed under and governed by the laws of the State of Minnesota. Venue and jurisdiction for any legal action hereunder will be Hennepin County, Minnesota.

[Signature page follows.]

Intending to be bound, the parties hereto execute and deliver this agreement.

CITY OF EDINA

_____ Date:

Scott Neal, its City Manager

NINE MILE CREEK WATERSHED DISTRICT

By_____ Date:

Randy Anhorn, its Administrator

Exhibit A

SITE PLAN/WORK PLAN/BUDGET

Nine Mile Creek Discovery Point
12800 Gerard Drive
Eden Prairie, MN 55346
(952) 358-2276
ninemilecreek.org

STEWARDSHIP GRANT APPLICATION

Landowner Information	
Name of Landowner(s): City of Edina	
Mailing Address: 7450 Metro Blvd	
City, State, Zip: Edina, MN 55439	
Phone: 952-826-0445	Phone:
Email: jwilson@edinamn.gov	
Project Location Information	
Project Address (if different than above): North Branch - Nine Mile Creek, multiple reaches	
City, State, Zip: Edina, MN	
Primary Grant Contact	
Primary Grant Contact (if different than above): Jessica Wilson	
Phone: 952-826-0445	Email: jwilson@edinamn.gov

Type of Applicant (check applicable box)

Residential ☐ 501(c)(3) nonprofit ☐ Business or corporation ☐

Association ☐ School ☐ Public agency or local government unit ☑

Proposal Information

Project Type (e.g. raingarden, shoreline buffer): shoreline buffer	
Give a 2-3 sentence summary of funding request: The project would be to enhance the vegetation along six reaches of the north branch of the Nine Mile Creek. The stream was remeandered and stabilized by the District in 2018. The City took over maintenance in 2021. This grant would enhance the areas beyond the minimum maintenance plan of noxious weed control only.	
Estimated project start and end dates: First quarter 2022	
Total project budget: $76,420.00	Grant request: $50,000
Property ID Number (PID): 3111721230054, 3111721230042, 3111721230043, 3111721320107 3111721310002, 3111721310038, 3111721310042, 3111721410022 0611621120002, 0611621110001, 0511621440063, 0511621440037 0511621440028, 0811621110016, 0911621220021	

Authorization

Name(s) of landowner or responsible party: Jessica Wilson

Signature(s): J. V. Wilson

Date: December 6, 2021

Before filling out this application, you must read the Stewardship Grant Guidelines at: ninemilecreek.org/wp-content/uploads/Stewardship-Grant-Guidelines.pdf

1. Project Narrative

a. Briefly describe the current condition of the property and past site management, as it relates to your proposed project.

These stream reaches were part of the streambank stabilization project completed in 2018. The inspection and maintenance responsibility of the project was transferred to the City in spring 2021. A baseline condition assessment was conducted in 2021. These six reaches (1, 2, 4, 5, 11, and 12) showed some promise for going above the minimum maintenance plan of noxious weed control only.

b. Give a description of your proposed project. Include why you are doing the project, the project objectives (including how it supports one or more cost share program goals) and expected outcomes. Who will be performing the work?

The grant project must support one or more of the cost share program goals:

- *Improve water quality or increase the capacity of the watershed to infiltrate or store water*
- *Protect and preserve groundwater quality and quantity*
- *Preserve, protect, and restore native plant and wildlife habitats, with emphasis on lakes, rivers, and wetlands*

We propose to restore the shoreline buffer along six reaches of the north branch of the Nine Mile Creek. The plan maps show the extent of the proposed enhancement reaches going beyond the original construction limits of the 2018 restoration (where we have access, either on public lands or areas where we have maintenance easements). The current maintenance plan specifies control of noxious weeds only and within the original construction project limits. In addition to widening the extent of vegetation enhancement, we propose to control weeds, namely reed canary grass and restore the native land cover. This project would uplift the ecological integry of the adjacent wetland areas, providing more diverse and native wildlife habitat immediately adjacent to Nine Mile Creek.

We intend to hire a qualified ecological restoration firm through a competitive bid process.

c. Provide a project timeline.
Grantees have one year from the time a grant agreement is signed to complete the stewardship grant project. Grant agreements are typically signed mid- to late-May.

We intend to start work in the first quarter of 2022. The contract would cover three years of establishment maintenance. After the establishment maintenance period, the restoration areas would be perpetually maintained through our natural areas maintenance program.

d. What will the impacts to neighboring properties be, if any?

We will work only on public land and areas on private property where we have maintenance easements.

2. Education Value

a. How will you share the results of your project and work to inform others about your project's environmental benefits? *(Need inspiration? Check out these examples)*

We have several regular communication channels for sharing progress on water and natural resources work. More specifically, we launched a natural areas storymap to showcase the progress we've made in restoring and protecting natural areas.

https://storymaps.arcgis.com/stories/7358631381524a909959f4ef9480edb2

Additionally, the City of Edina is about to consider adopting its first Climate Action Plan. There is a lot of energy and attention around ecological uplift and natural resources protection presently.

Some of these enhancement reaches were chosen because of their visibility and proximity to the Nine Mile Creek Regional Trail.

b. Discuss the location of your project in terms of the visibility of the project to the public.

Reaches 2, 4, and 11 are adjacent to the Nine Mile Creek Regional Trail. Other reaches are adjacent to residents and in some cases, within maintenance easements.

c. May we share your project with the community on our website, social and other media?
☑ Yes ☐ No

d. Could we highlight your project on a tour or training event (with prior notice and agreement)?
☑ Yes ☐ No

3. Project Maintenance

Grantees are required to enter into a maintenance agreement with the Nine Mile Creek Watershed District (NMCWD) and submit a yearly report during this time. The minimum maintenance agreement length is five years. For project receiving over $5,000, a ten-year maintenance agreement is required.

Explain how the project will be maintained during the maintenance agreement period and identify who will perform the maintenance.

We intend to contract with a qualified ecological restoration firm for a typical 3-year establishment maintenance period. After that, the reaches would be managed perpetually through the natural areas maintenance program. Contractors are selected through a competitive process every three years.

Nine Mile Creek Discovery Point
12800 Gerard Drive
Eden Prairie, MN 55346
(952) 835-2078
ninemilecreek.org

PROJECT FORM: SHORELINE BUFFER

Instructions

- Answer all questions thoroughly for your proposed *shoreline buffer project.*
- This is one part of multiple pieces required for a complete stewardship grant application.
- Where the Hennepin County Natural Resources Interactive Map is a suggested resource, you can refer to this guide for assistance.

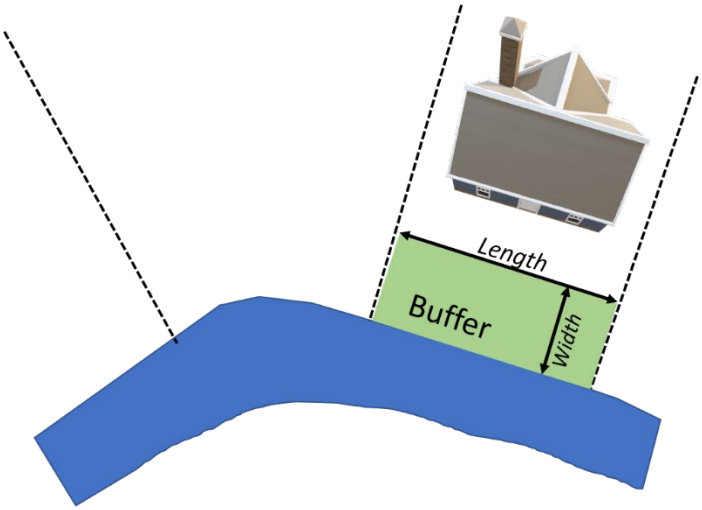
  Sample shoreline buffer form available here.

Questions

1. Name of Applicant or Organization: City of Edina

2. Describe that waterbody or wetland that this buffer will protect. Include the waterbody name, if applicable.
   Nine Mile Creek

3. What is the average width of the proposed buffer? Width is the dimension outward from the water, demonstrated in the graphic below.
   Reaches 1, 2, 4, 5, 11, 12: 49 feet



4. What is the average length of your buffer? Length is the dimension along the shoreline, as shown in the graphic above.
   Reaches 1, 2, 4, 5, 11, 12: 1653 feet
5. What is the approximate total size of the buffer in square feet? The Hennepin County Natural Resources Interactive Map can be used to measure, if needed.
   Reaches 1, 2, 4, 5, 11, 12: 489614 square feet

6. Will your buffer be vegetated by seeding, planted with live plants (plugs), or both?
   Seeding

7. Attach or insert an aerial photo or site plan showing the property, waterbody, and location of the buffer. The Hennepin County Natural Resources Interactive Map is one source available to provide this aerial photo.
   Attached

8. Attach or insert a map showing the slope contours of the property. Use the Hennepin County Natural Resources Interactive Map (follow the directions for "Finding elevations and grade changes" on the guide).
   Attached

9. Attach or insert a planting layout. Plants must be selected from the NMCWD Shoreline Buffer Plant List. Other plants can be used but costs can only be claimed as matching funds. Ensure your planting layout indicates the aquatic and upland sides of the buffer.
   Attached

Continue on to Shoreline Buffer Plant List and other application steps listed at: ninemilecreek.org/get-involved/grants/applications/

Stewardship Grant Budget Worksheet

LABOR COSTS (Contractors, Consultants, In-Kind Labor)						
Service Provider	**Task**	**# Hours**	**Rate/ Hour**	**Grant Funds**	**Matching Funds**	**Total**
Qualified ecological restoration firm (TBD)	Reach 1			$ 7,000.00	$ 3,008.00	$10,008.00
Qualified ecological restoration firm (TBD)	Reach 2			$ 7,000.00	$ 3,034.00	$10,034.00
Qualified ecological restoration firm (TBD)	Reach 4			$ 3,000.00	$ 1,985.00	$ 4,985.00
Qualified ecological restoration firm (TBD)	Reach 5			$ 6,000.00	$ 2,816.00	$ 8,816.00
Qualified ecological restoration firm (TBD)	Reach 11			$15,000.00	$ 8,012.00	$23,012.00
Qualified ecological restoration firm (TBD)	Reach 12			$12,000.00	$ 7,565.00	$19,565.00
						$ -
						$ -
						$ -
						$ -
			Subtotal:	$50,000.00	$26,420.00	$76,420.00

MATERIAL COSTS					
Project Materials	**Unit Costs**	**Total #**	**Grant Funds**	**Matching Funds**	**Total**
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Subtotal:	$ -	$ -	$ -
			Total:	$50,000.00	$26,420.00	$76,420.00

Stewardship Grants require a 25% match. **% Match:** 34.5721015

For questions, contact the Nine Mile Creek Watershed District office at 952-358-2276.

= Full Sun (>6 hours of daily sunlight) = Partial Sun (3 - 6 hours of daily sunlight) = Shade (<3 hours of daily sunlight)

= Aquatic Zone = Transitional Zone = Upland

Perennial Flowers

✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Sweet Flag	*Acorus americanus*	Full Sun, Partial Sun	Aquatic Zone	3-5'		
	Fragrant (Anise) Hyssop	*Agastache foeniculum*	Full Sun, Partial Sun	Transitional Zone, Upland	3-5'	X	
	Yellow Giant Hyssop	*Agastache nepetoides*	Full Sun, Partial Sun	Transitional Zone	6'	X	
	Purple Giant Hyssop	*Agastache scrophulariaefolia*	Full Sun, Partial Sun	Transitional Zone, Upland	6'	X	
	White Snakeroot	*Ageratina altissima*	Partial Sun, Shade	Transitional Zone, Upland	2-3'	X	X
	Water Plantain	*Alisma subcordatum*	Full Sun	Aquatic Zone	1-2'	X	
	Canada Anemone	*Anemone canadensis*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone	1-2'	X	X
	Angelica	*Angelica atropurpurea*	Full Sun, Partial Sun	Aquatic Zone	7'	X	X
	Spreading Dogbane	*Apocynum androsaemifolium*	Full Sun, Partial Sun	Transitional Zone, Upland	2-3'	X	X
	Dogbane	*Apocynum cannabinum*	Full Sun, Partial Sun	Transitional Zone	4'	X	X
	Clasping Dogbane	*Apocynum sibiricum*	Full Sun, Shade	Transitional Zone	5'	X	X
	Wild Columbine	*Aquilegia canadensis*	Full Sun, Partial Sun, Shade	Transitional Zone, Upland	2'	X	
	Swamp Milkweed	*Asclepias incarnata*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone	3-6'		
	Purple Milkweed	*Asclepias purpurascens*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone, Upland	3'		
	Common Milkweed	*Asclepias syriaca*	Full Sun, Partial Sun	Transitional Zone, Upland	3-6'	X	X
	New York Aster	*Aster novi-belgii*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone	4'		
	Canadian Milkvetch	*Astragalus canadensis*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone, Upland	3'	X	
	White Wild Indigo	*Baptisia alba*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone, Upland	3-4'		
	Swamp Marigold	*Bidens aristosa*	Full Sun, Partial Sun	Aquatic Zone	4'		
	Nodding Bur Marigold	*Bidens cernua*	Full Sun	Aquatic Zone	3'		
	Downy Wood Mint	*Blephilia ciliata*	Full Sun, Partial Sun	Transitional Zone, Upland	1'		
	False Aster	*Boltonia asteroides*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone	4'	X	X
	Sweet Indian Plantain	*Cacalia suaveolens*	Full Sun, Partial Sun, Shade	Aquatic Zone, Transitional Zone	7'	X	X
	Marsh Marigold	*Caltha palustris*	Full Sun, Partial Sun, Shade	Aquatic Zone	1'		
	Tall Bellflower	*Campanula americana*	Partial Sun, Shade	Transitional Zone	5'	X	X
	Fireweed	*Chamaenerion angustifolium*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone, Upland	2-6'	X	
	Turtlehead	*Chelone glabra*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone	1-4'	X	X
	Purple Prairie Clover	*Dalea purpurea*	Full Sun	Transitional Zone, Upland	2-3'		
	Showy Tick Trefoil	*Desmodium canadense*	Full Sun, Partial Sun	Aquatic Zone, Transitional Zone	5'		
	Flat-Topped Aster	*Doellingeria umbellata*	Full Sun, Partial Sun	Aquatic Zone	4-6'	X	

Perennial Flowers

= Full Sun (>6 hours of daily sunlight) = Partial Sun (3 - 6 hours of daily sunlight) = Shade (<3 hours of daily sunlight)

= Aquatic Zone = Transitional Zone = Upland

✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Narrow-Leaved Coneflower	*Echinacea angustifolia*			1-2'	X	
	Willow Herb	*Epilobium coloratum*			1-2'	X	
	Tall Boneset	*Eupatorium altissimum*			4'		
	Boneset	*Eupatorium perfoliatum*			3-5'	X	
	Big Leaf Aster	*Eurybia macrophylla*			1-4'	X	
	Grass-Leaved Goldenrod	*Euthamia graminifolia*			2-5'	X	X
	Joe-Pye Weed	*Eutrochium maculatum*			2½-6'	X	X
	Sweet Joe Pye Weed	*Eutrochium purpureum*			7'	X	X
	Queen Of The Prairie	*Filipendula rubra*			5'	X	X
	Cream Gentian	*Gentiana alba*			1-2'		
	Bottle Gentian	*Gentiana andrewsii*			1-2'		
	Fringed Gentian	*Gentiana crinita*			1'		
	Yellow Avens	*Geum aleppicum*			2-4'		
	Purple Avens	*Geum rivale*			1-3'		
	Sneezeweed	*Helenium autumnale*			2-5'	X	
	Woodland Sunflower	*Helianthus divaricatus*			4'		
	Giant Sunflower	*Helianthus giganteus*			5-8'	X	
	Maximilian's Sunflower	*Helianthus maximiliani*			3-6'	X	X
	Stiff Sunflower	*Helianthus pauciflorus*			2-5'	X	X
	Jerusalem Artichoke	*Helianthus tuberosus*			7'	X	X
	Common Ox-Eye	*Heliopsis helianthoides*			2-4'	X	X
	Great St. Johnswort	*Hypericum pyramidatum*			2-5'	X	X
	Marsh St. John's Wort	*Hypericum virginicum*			2'	X	X
	Spotted Touch Me Not	*Impatiens capensis*			4'	X	X
	Yellow Jewelweed	*Impatiens pallida*			4'	X	
	Blue Flag Iris	*Iris versicolor*			2-4'		
	Round-Headed Bush Clover	*Lespedeza capitata*			2-4'	X	
	Rough Blazing Star	*Liatris aspera*			2-3'		
	Meadow Blazing Star	*Liatris ligulistylis*			2-5'		
	Prairie Blazing Star	*Liatris pycnostachya*			3-4'		

Perennial Flowers

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= Aquatic Zone = Transitional Zone = Upland

✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Dense Blazing Star	*Liatris spicata*			3-4'		
	Turk's Cap Lily	*Lilium michiganense*			3-6'		
	Cardinal Flower	*Lobelia cardinalis*			2-4'		
	Great Blue Lobelia	*Lobelia siphilitica*			1-1½'	X	
	Wild Lupine	*Lupinus perennis*			1-1½'		
	Fringed Loosestrife	*Lysimachia ciliata*			1-2'	X	
	River Loosestrife	*Lysimachia hybrida*			3'	X	
	Prairie Loosestrife	*Lysimachia quadriflora*			2'	X	
	Swamp Candles	*Lysimachia terrestris*			3'	X	
	Wild Mint	*Mentha arvensis*			2'	X	
	Monkey Flower	*Mimulus ringens*			1-2'		X
	Wild Bergamot	*Monarda fistulosa*			2-4'	X	
	Spotted Bee Balm	*Monarda punctata*			1-2'	X	X
	Common Evening Primrose	*Oenothera biennis*			6'	X	
	Stiff Goldenrod	*Oligoneuron rigida*				X	
	Golden Ragwort	*Packera aurea*			1-3'	X	X
	Balsam Ragwort	*Packera paupercula*			1-3'	X	
	Wood Betony	*Pedicularis canadensis*			1'	X	
	Slender Penstemon	*Penstemon gracilis*			1-2'		
	Prairie Phlox	*Phlox pilosa*			1-2'	X	
	Obedient Plant	*Physostegia virginiana*			1½-4'		X
	Marsh Cinquefoil	*Potentilla palustris*			2'		
	Mountain Mint	*Pycnanthemum virginianum*			2-4'	X	
	Swamp Buttercup	*Ranunculus hispidus*			1-1½'		X
	Bristly Buttercup	*Ranunculus pensylvanicus*			1'		
	Long-Headed Coneflower	*Ratibida columnifera*			2-3'	X	
	Yellow Coneflower	*Ratibida pinnata*			3-6'	X	
	Meadow Rose	*Rosa blanda*			3-5'	X	
	Black Eyed Susan	*Rudbeckia hirta*			1-3'	X	X
	Wild Golden Glow	*Rudbeckia laciniata*			5-6'	X	

Perennial Flowers

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= Aquatic Zone = Transitional Zone = Upland

✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Sweet Black-Eyed Susan	*Rudbeckia subtementosa*			5'	X	X
	Brown-Eyed Susan	*Rudbeckia triloba*			5'	X	X
	Swamp Dock	*Rumex verticillatus*			3'		X
	Arumleaf Arrowhead	*Sagittaria cuneata*			2'		
	Common Arrowhead	*Sagittaria latifolia*			1-3'		
	Cup Plant	*Silphium perfoliatum*			3-6'	X	
	Missouri Goldenrod	*Solidago missouriensis*			1-2'	X	X
	Gray Goldenrod	*Solidago nemoralis*			1-3'	X	X
	Showy Goldenrod	*Solidago speciosa*			2-3'	X	
	Great Bur Reed	*Sparganium eurycarpum*			3-5'		X
	Heart-Leaved Aster	*Symphyotrichum cordifolium*				X	
	Heath Aster	*Symphyotrichum ericoides*			1-3'	X	
	Smooth Aster	*Symphyotrichum laeve*			2-5'	X	X
	Panicled Aster	*Symphyotrichum lanceolatum*			2-5'	X	X
	New England Aster	*Symphyotrichum novae-angliae*			4-5'	X	
	Aromatic Aster	*Symphyotrichum oblongifolium*			1-2'	X	X
	Sky Blue Aster	*Symphyotrichum oolentangiense*			2-4'	X	
	Crooked-Stemmed Aster	*Symphyotrichum prenanthoides*			3'	X	X
	Red-Stalked Aster	*Symphyotrichum puniceum*			3-5'	X	X
	Germander	*Teucrium canadense*			3'		X
	Prairie Spiderwort	*Tradescantia bracteata*			1'	X	
	Western Spiderwort	*Tradescantia occidentalis*			1-1½'	X	X
	Ohio Spiderwort	*Tradescantia ohiensis*			3'	X	X
	Blue Vervain	*Verbena hastata*			2-5'	X	X
	Hoary Vervain	*Verbena stricta*			2-4'	X	
	Ironweed	*Vernonia fasciculata*			2-5'	X	
	Culver's Root	*Veronicastrum virginicum*			3-5'	X	X
	White Camass	*Zigadenus elegans*			3'		
	Heart-Leaved Alexander	*Zizia aptera*			1-3'	X	
	Golden Alexander	*Zizia aurea*			1-3'	X	

Graminoids
(Grasses, Rushes, and Sedges)

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✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Big Bluestem	*Andropogon gerardii*	☀ ◐	💧 ◓ ○	4-8'	X	
	American Slough Grass	*Beckmannia syzigachne*	☀	💧	2'	X	X
	River Bulrush	*Bolboschoenus fluviatilis*	☀ ◐	💧	4-6'	X	
	Fringed Brome	*Bromus ciliatus*	☀ ◐	💧 ◓	2-3'	X	
	Blue Joint Grass	*Calamagrostis canadensis*	☀ ◐	💧 ◓	4-6'	X	X
	Golden-Fruited Sedge	*Carex aurea*	☀ ◐	💧 ◓	2'		
	Common Wood Sedge	*Carex blanda*	☀ ◐ ●	💧 ◓	2'		
	Bottlebrush Sedge	*Carex comosa*	☀ ◐	💧 ◓	1-2'	X	
	Fringed Sedge	*Carex crinita*	☀ ◐ ●	💧 ◓	2-3'		
	Awned Graceful Sedge	*Carex davisii*	◐ ●	💧 ◓	2'		
	Large-Fruited Star Sedge	*Carex echinata*	☀	💧	3'		
	Common Bur Sedge	*Carex grayi*	☀ ◐ ●	💧 ◓	3'	X	
	Porcupine Sedge	*Carex hystericina*	☀	💧	3'	X	
	Prairie Star Sedge	*Carex interior*	☀ ◐ ●	💧 ◓	2'		
	Lake Sedge	*Carex lacustris*	☀ ◐ ●	💧	2-4'	X	X
	Long-Toothed Lake Sedge	*Carex laeviconica*	☀ ◐	💧 ◓	4'	X	
	Slender Sedge	*Carex leptalea*	☀ ◐ ●	💧	2'		
	Hop Sedge	*Carex lupulina*	☀ ◐ ●	💧	2-3'		
	Palm Sedge	*Carex muskingumensis*	☀ ◐ ●	💧 ◓	3'	X	
	Pennsylvania Sedge	*Carex pensylvanica*	☀ ◐ ●	◓ ○	6-8"	X	X
	Straight-Styled Wood Sedge	*Carex radiata*	◐ ●	💧 ◓	1'		
	Pointed Broom Sedge	*Carex scoparia*	☀ ◐	💧	1-2'		
	Bur-Reed Sedge	*Carex sparganioides*	◐ ●	💧 ◓	3'		
	Sprengel's Sedge	*Carex sprengelii*	◐ ●	💧 ◓	2-3'	X	
	Common Fox Sedge	*Carex stipata*	☀ ◐ ●	💧 ◓	3'	X	
	Tussock Sedge	*Carex stricta*	☀ ◐	💧	1-3'	X	X
	Awl-Fruited Oval Sedge	*Carex tribuloides*	☀ ◐	💧 ◓	3'		
	Tufted Lake Sedge	*Carex vesicaria*	☀ ◐	💧	3'	X	
	Fox Sedge	*Carex vulpinoidea*	☀ ◐	💧 ◓	1-3'	X	
	Beak Grass	*Diarrhena americana*	◐ ●	💧 ◓	2'	X	X

Graminoids
(Grasses, Rushes, and Sedges)

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✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Spike Rush	*Eleocharis acicularis*			8"	X	
	Flatstem Spikerush	*Eleocharis compressa*			3-16"		
	Bald Spikerush	*Eleocharis erythropoda*			3'		
	Blunt Spike Rush	*Eleocharis obtusa*			1'		
	Spike-Rush	*Eleocharis ovata*			1-2'	X	
	Great Spike Rush	*Eleocharis palustris*			1'	X	
	Canada Wild Rye	*Elymus canadensis*			3-4'	X	
	Bottlebrush Grass	*Elymus hystrix*			2-3'	X	
	Riverbank Wild Rye	*Elymus riparius*			4'	X	
	Silky Wild Rye	*Elymus villosus*			3'	X	
	Virginia Wild Rye	*Elymus virginicus*			4'	X	
	Rattlesnake Manna Grass	*Glyceria canadensis*			3'	X	X
	American Manna Grass	*Glyceria grandis*			4-6'	X	X
	Fowl Manna Grass	*Glyceria striata*			1-3'	X	X
	Baltic Rush	*Juncus balticus*			3'		
	Canada Rush	*Juncus canadensis*			2'		
	Dudley's Rush	*Juncus dudleyi*			2'		
	Soft Rush	*Juncus effusus*			1-2'		
	Path Rush	*Juncus tenuis*			1'		
	Torrey's Rush	*Juncus torreyi*			1'		
	Rice Cut Grass	*Leersia oryzoides*			4'	X	X
	Rough-Leaved Ricegrass	*Oryzopsis asperifolia*			1-2'	X	X
	Switch Grass	*Panicum virgatum*			3-4'	X	
	Fowl Bluegrass	*Poa palustris*			2'	X	X
	Little Bluestem	*Schizachyrium scoparium*			2-3'		
	Hardstem Bulrush	*Schoenoplectus acutus*			6'	X	X
	Dark-Green Bulrush	*Schoenoplectus atrovirens*			5'	X	X
	Soft-Stem Bulrush	*Schoenoplectus tabernaemontani*			3-6'	X	X
	Wool Grass	*Scirpus cyperinus*			3-4'	X	
	Indian Grass	*Sorghastrum nutans*			4-6'	X	

Graminoids
(Grasses, Rushes, and Sedges)

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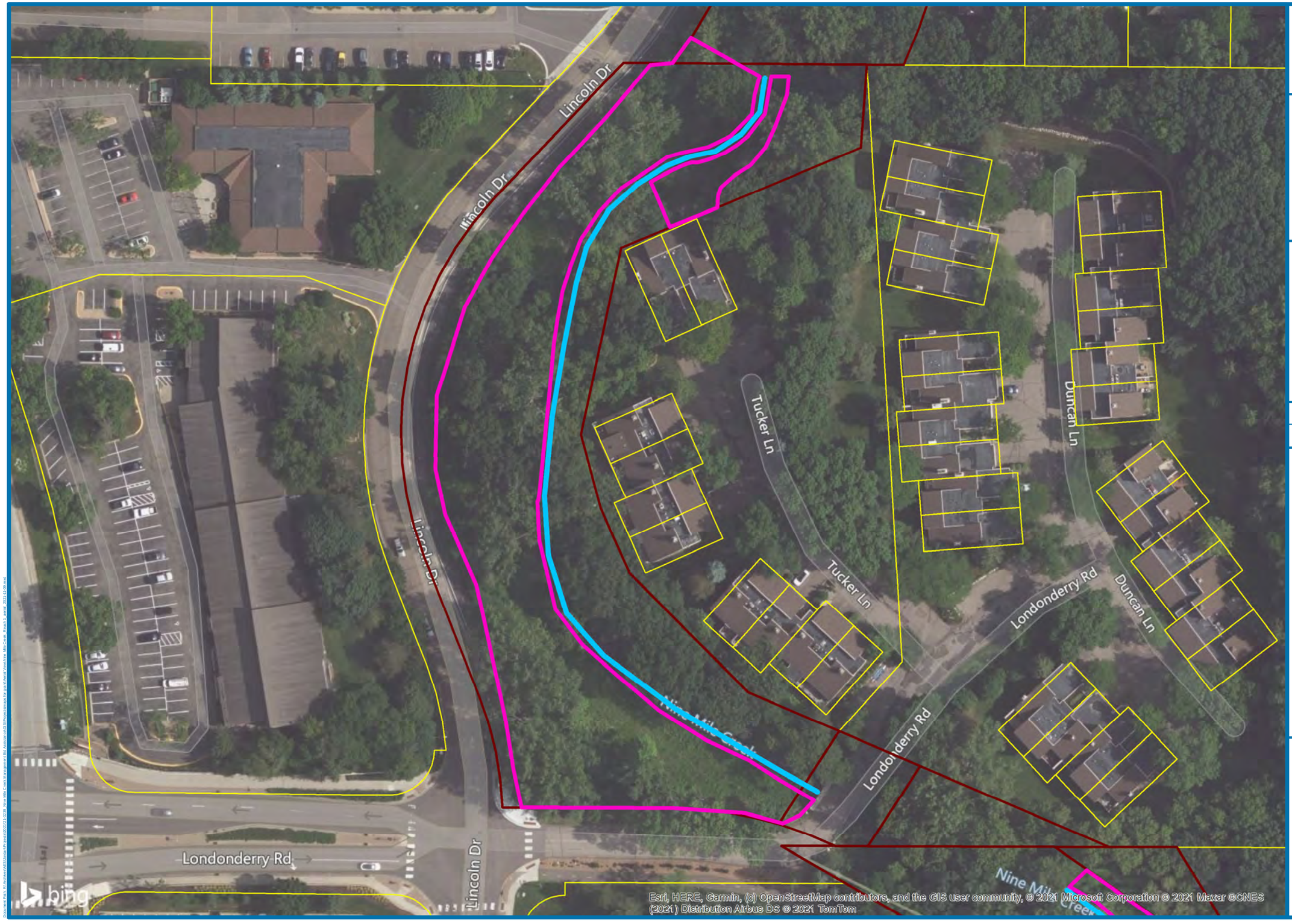
✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Cord Grass	*Spartina pectinata*	☀ ◐	💧 ◒	3-7'	X	X
	Purpletop	*Tridens flavus*	☀ ◐	◒	4'	X	
	River Oats*	*Uniola latifolia*	◐	◒	3'		

Shrubs

✓	Common Name (* = Midwest Native)	Scientific Name	Sun Exposure	Soil Moisture	Height	Spreads Willingly	Very Aggressive
	Saskatoon Serviceberry	*Amelanchier alnifolia*	☀	◒ ○	6'	X	
	Downy Serviceberry	*Amelanchier arborea*	☀ ◐	◒ ○	20'	X	
	Inland Serviceberry	*Amelanchier interior*	☀ ◐ ●	💧 ◒	15-35'	X	
	Roundleaf Serviceberry	*Amelanchier sanguinea*	☀ ◐	◒ ○	20-25'	X	
	Running Serviceberry	*Amelanchier stolonifera*	☀ ◐	◒	6'	X	
	False Indigo	*Amorpha fruticosa*	☀	💧 ◒	10'		
	Black Chokeberry	*Aronia melanocarpa*	☀ ◐	💧 ◒	3-6'		
	Buttonbush	*Cephalanthus occidentalis*	☀ ◐	💧 ◒	6'		
	Silky Dogwood	*Cornus amomum*	☀ ◐	💧 ◒	10'	X	X
	Gray Dogwood	*Cornus racemosa*	☀ ◐	💧 ◒ ○	15'	X	X
	Roundleaf Dogwood	*Cornus rugosa*	◐ ●	◒ ○	8-10'	X	X
	Red Osier Dogwood	*Cornus sericea*	☀ ◐	💧 ◒	6-12'	X	X
	American Hazelnut	*Corylus americana*	☀ ◐	◒	8'	X	
	Lowbush Honeysuckle	*Diervilla lonicera*	☀ ◐ ●	◒ ○	3'	X	
	Common Witch Hazel	*Hamamelis virginiana*	◐ ●	◒ ○	20'		
	Winterberry	*Ilex verticillata*	☀ ◐	💧 ◒	10		
	Common Ninebark	*Physocarpus opulifolius*	☀ ◐	◒ ○	6'		
	Prickly Gooseberry	*Ribes cynosbati*	☀ ◐	◒ ○	4'		
	Missouri Gooseberry	*Ribes missouriense*	☀ ◐	◒ ○	4'		
	Meadow Rose	*Rosa blanda*	☀ ◐ ●	💧 ◒ ○	1½-5'	X	X
	Pasture Rose	*Rosa carolina*	☀	💧 ◒	6'	X	X
	Thimbleberry	*Rubus parviflorus*	◐ ●	💧 ◒ ○	1-3'	X	X
	Peach-Leaved Willow	*Salix amygdaloides*	☀ ◐	💧 ◒	60'	X	X



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Feet

Nine Mile Creek

Hennepin County, MN

Reach 1
Aerial View

Date: 11/9/2021	Drawn by: BMS
Checked by: DMM	

LEGEND

- Proposed Restoration Extent
- Nine Mile Creek
- City-Owned Property
- Parcel Boundary

REFERENCE

1.) Aerial imagery from Bing Maps Hybrid

2.) NAD_1983_HARN_Adj_MN_Hennepin_Feet

3.) The parcel data information/property boundaries depicted on this map are for prospect assessment purposes only. They are not to be used as final boundaries.

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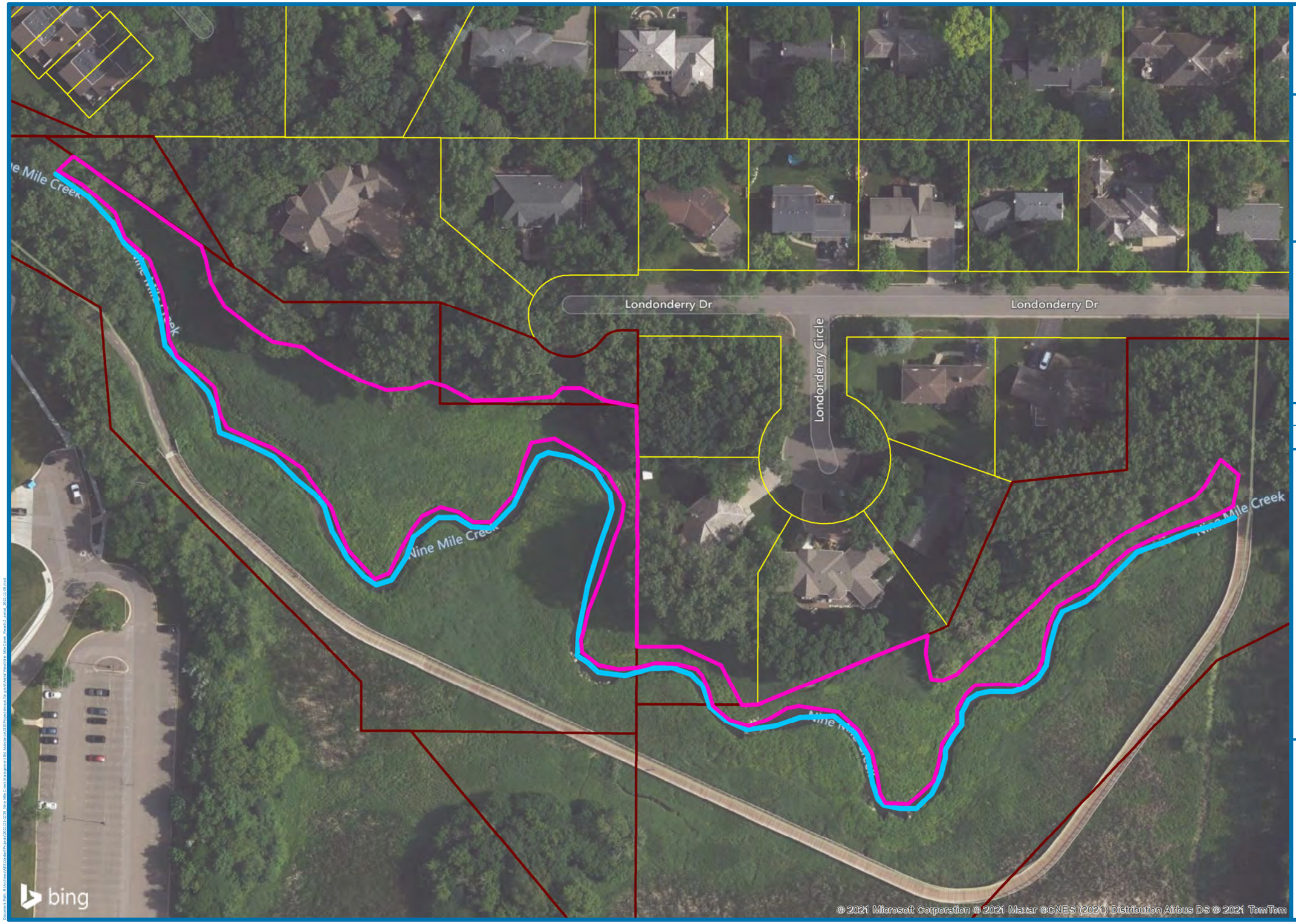

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Nine Mile Creek

Hennepin County, MN

Reach 2
Aerial View

Date: 11/9/2021	Drawn by: BMS
Checked by: DMM	

LEGEND

- Proposed Restoration Extent
- Nine Mile Creek
- City-Owned Property
- Parcel Boundary

REFERENCE

1.) Aerial imagery from Bing Maps Hybrid

2.) NAD_1983_HARN_Adj_MN_Hennepin_Feet

3.) The parcel data information/property boundaries depicted on this map are for prospect assessment purposes only. They are not to be used as final boundaries.

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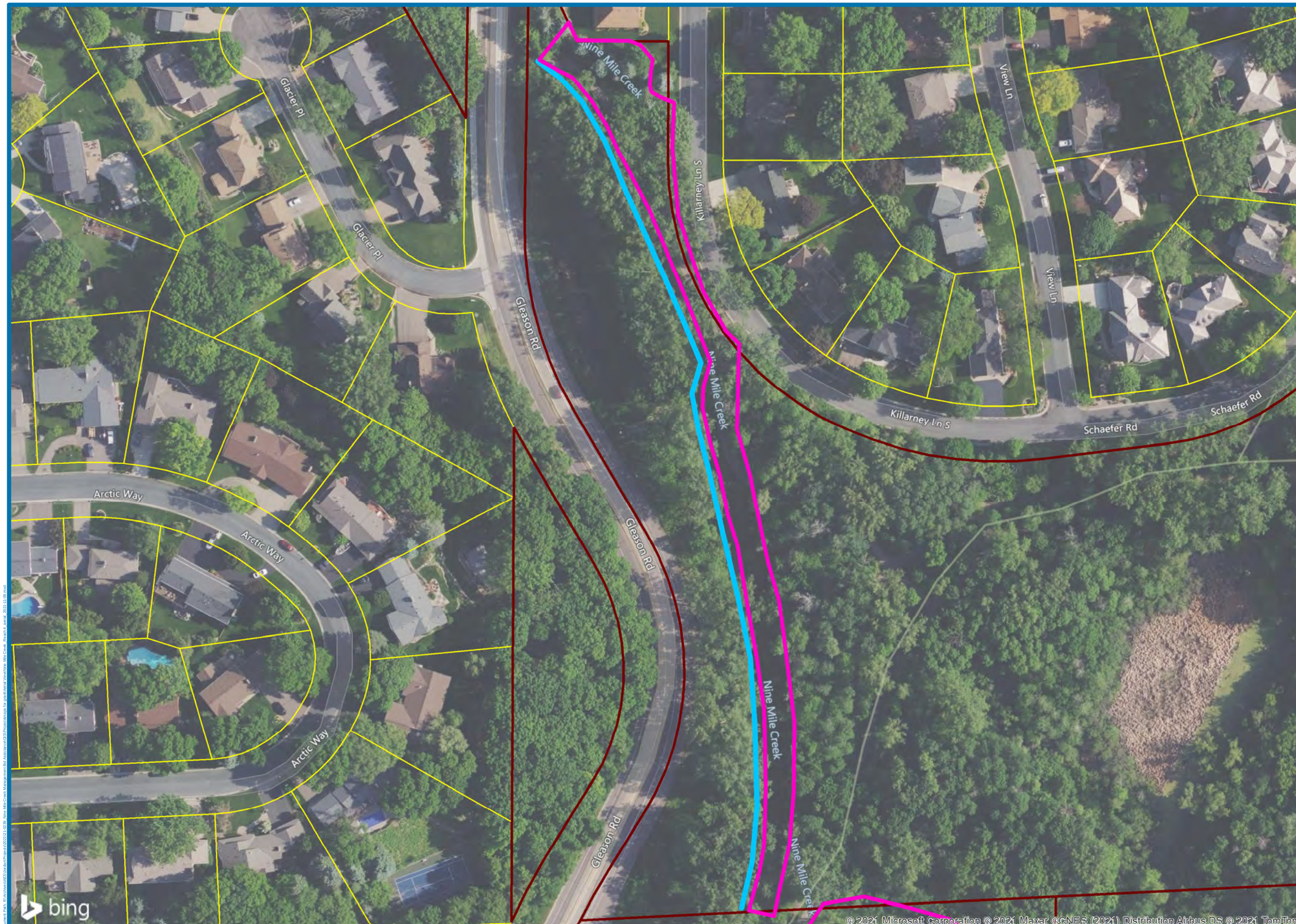

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Nine Mile Creek

Hennepin County, MN

Reach 4
Aerial View

Date: 11/9/2021	Drawn by: BMS
Checked by: DMM	

LEGEND

- Proposed Restoration Extent
- Nine Mile Creek
- City-Owned Property
- Parcel Boundary

REFERENCE

1.) Aerial imagery from Bing Maps Hybrid

2.) NAD_1983_HARN_Adj_MN_Hennepin_Feet

3.) The parcel data information/property boundaries depicted on this map are for prospect assessment purposes only. They are not to be used as final boundaries.

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Nine Mile Creek

Hennepin County, MN

Reach 5
Aerial View

Date: 11/9/2021	Drawn by: BMS
Checked by: DMM	

LEGEND

- Proposed Restoration Extent
- Nine Mile Creek
- City-Owned Property
- Parcel Boundary

REFERENCE

1.) Aerial imagery from Bing Maps Hybrid

2.) NAD_1983_HARN_Adj_MN_Hennepin_Feet

3.) The parcel data information/property boundaries depicted on this map are for prospect assessment purposes only. They are not to be used as final boundaries.

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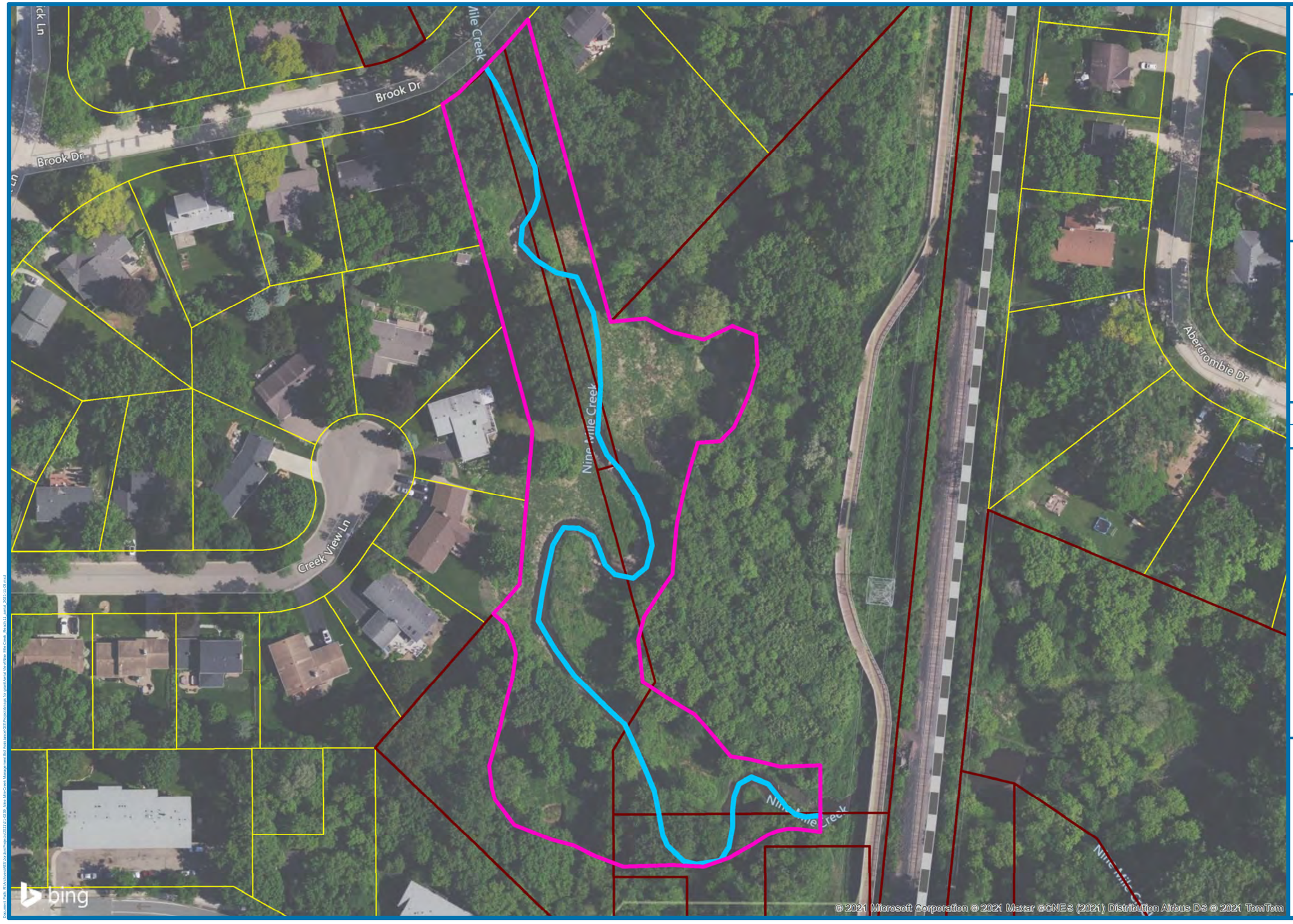

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Nine Mile Creek

Hennepin County, MN

Reach 11
Aerial View

Date: 11/9/2021	Drawn by: BMS
Checked by: DMM	

LEGEND

- Proposed Restoration Extent
- Nine Mile Creek
- City-Owned Property
- Parcel Boundary

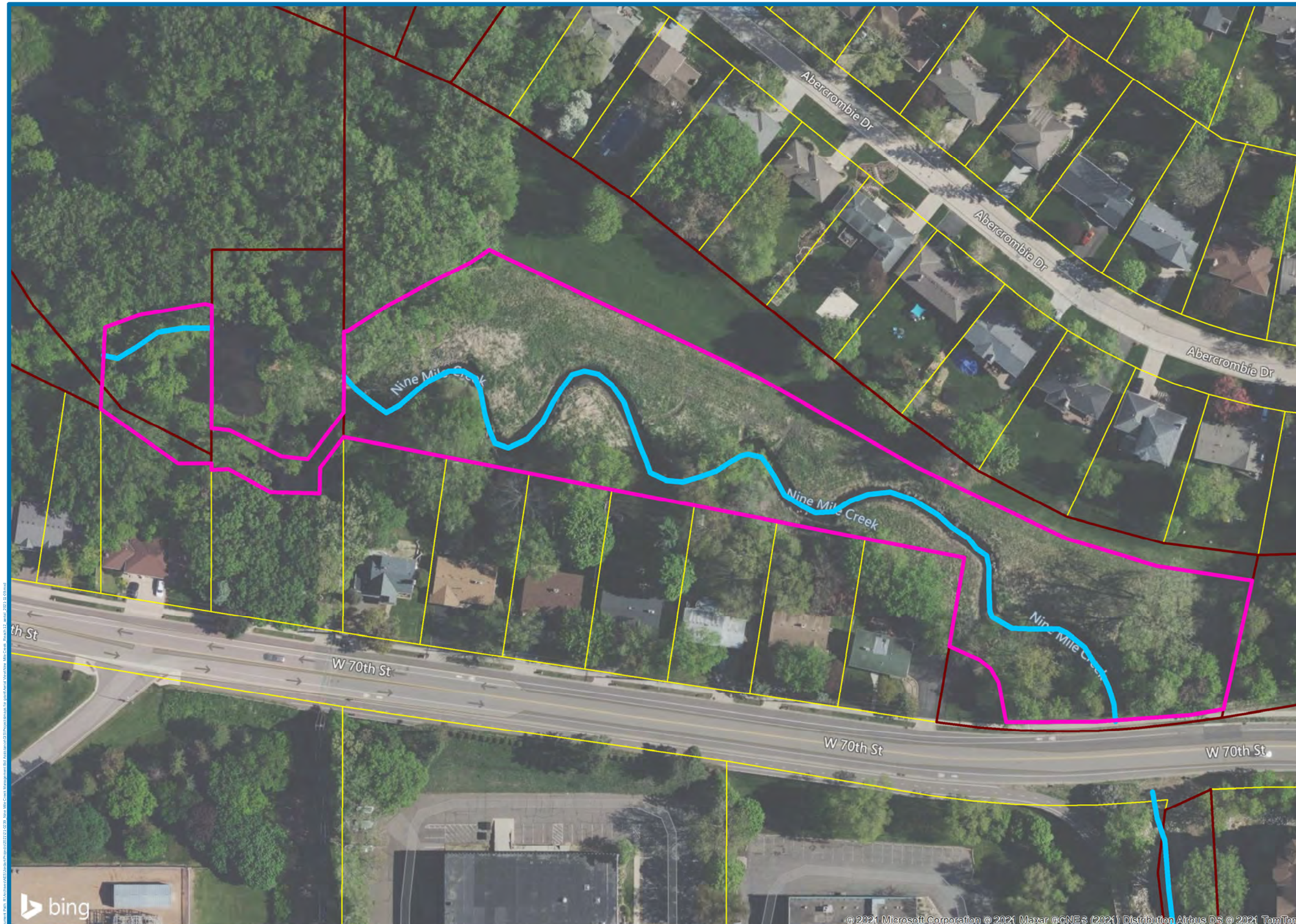
REFERENCE

1.) Aerial imagery from Bing Maps Hybrid

2.) NAD_1983_HARN_Adj_MN_Hennepin_Feet

3.) The parcel data information/property boundaries depicted on this map are for prospect assessment purposes only. They are not to be used as final boundaries.

Document Path: R:\Archive\GIS\Jordan\Projects\0231210239_Nine Mile Creek Management\Bid Assistance\GIS\Proportionate for joint\Aerial View\Nine Mile Creek_Reach11_aerial_2021-11-09.mxd



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Nine Mile Creek

Hennepin County, MN

Reach 12
Aerial View

Date: 11/9/2021	Drawn by: BMS
Checked by: DMM	

LEGEND

- Proposed Restoration Extent
- Nine Mile Creek
- City-Owned Property
- Parcel Boundary

REFERENCE

1.) Aerial imagery from Bing Maps Hybrid

2.) NAD_1983_HARN_Adj_MN_Hennepin_Feet

3.) The parcel data information/property boundaries depicted on this map are for prospect assessment purposes only. They are not to be used as final boundaries.

Document Path: R:\Archive\RES\Jordan\Project\20210139_Nine Mile Creek Management Bid Assistance\GIS\Project\maps for print\Aerial View\Nine Mile Creek_Reach 12_aerial_2021-11-09.mxd

Exhibit B
Maintenance Plan

Maintenance will be done according to the project specifications through the establishment period (Exhibit C). After the establishment maintenance period ends at the end of 2024, the restored areas will be enrolled in the Natural Areas Management program for long term maintenance to meet the 'natural – functional' performance standards (Exhibit D) as defined in Edina's Land Management Plan.

Reporting. Edina will submit a maintenance report to NMCWD on or before December 30 on years 2, 3, 5, and 9 during the ten-year maintenance agreement from the date of complete execution the agreement to which this plan is attached. The maintenance report must be a brief written description of the maintenance activities performed, including dates, locations of inspection, maintenance activities performed and photographs of the Project.

Exhibit C

Project Maintenance- Nine Mile Creek Vegetation Management 2022-2024

City of Edina
Nine Mile Creek Vegetation Management (2022-2024)
Technical Specifications

SECTION - WOODY VEGETATION REMOVAL AND CONTROL

PART 1. GENERAL

1.1 DESCRIPTION

A. This Section includes the selective cutting, herbiciding, and disposal of existing undesirable woody plants, including shrubs and small trees. This work shall occur in designated areas being restored or enhanced to native plant communities as described in the project plans.

1.2 RELATED SECTIONS

A. Herbaceous vegetation removal and control; Seeding.

1.3 QUALITY ASSURANCE

A. Qualifications of workers: Provide at least one person who shall be present at all times during execution of this portion of the work, and who shall be thoroughly familiar with this type of work and the type of materials being used. Said person shall be competent at identification of plant materials to be removed and to be preserved during the season work is to be performed. Said person shall also direct all work performed under this Section.

B. Standards: All materials used during this portion of the work shall meet or exceed applicable federal, state, county and local laws and regulations. The use of any herbicide shall follow directions given by the manufacturer on the herbicide label. In the case of a discrepancy between these specifications and the herbicide label, the label shall prevail.

1.4 SUBMITTALS

A. Materials: Prior to delivery of any materials to the site, submit to the Owner a complete list of all materials to be used during this portion of the work. Include complete data on source, amount and quality; for herbicides, also include the trade name, the active ingredient, and whether it is approved for use over water. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the Owner.

B. Licenses: Prior to any herbicide use the Contractor shall submit to the Owner a current copy of the State of Minnesota commercial pesticide applicator's license for each person who will be applying regulated herbicide at the project site. A copy of each commercial pesticide applicator's license must be maintained on site at all times during completion of the work.

C. Equipment: Prior to commencement of any work, submit to the Owner a written description of all wheeled, tracked, and mechanical equipment that will be present in

the project area, and describe its intended use during the execution of the work. Description shall include the weight of vehicles.

D. Permits: Prior to the commencement of any prescribed burning, the Contractor shall receive approval from Owner to burn and submit copies of all required open burn permits to the Owner.

E. After the work is complete, submit to the Owner "as-built" plans. As-builts shall: delineate areas where woody species were treated or removed; provide a listing of all species and quantities treated or removed; and identify herbicide type, dilution rate, and quantity used. Any field changes or deviations from the original plans shall be marked clearly on the as-builts.

PART 2. PRODUCTS

2.1 MATERIALS

A. Herbicide to be used for basal bark or cut stump applications for all woody species shall be Triclopyr (butoxyethyl ester), trade name Garlon™ 4 or equivalent, following the instructions on the herbicide label. Care should be taken when working near open water or saturated soils to prevent herbicide from contacting the water or soil. Any substitutions must be approved in writing by the Owner.

B. Herbicide to be used for foliar applications for all woody species shall be Triclopyr (triethylamine salt), trade name Garlon™ 3A or equivalent, following instructions on the herbicide label. Any substitutions must be approved in writing by the Owner.

C. A non-toxic, inert, marking dye shall be used in all herbicide applications.

PART 3. EXECUTION

3.1 The Contractor shall treat all undesirable woody vegetation within targeted areas using the following methods. Protection of desirable existing vegetation shall be the responsibility of the Contractor during management of undesirable species. The Contractor shall be liable for remedying damage to existing desirable vegetation.

3.2 METHOD – WOODY BRUSH REMOVAL

A. Woody species designated for removal and control vary by reach. Reaches 3, 6, 8, 9, 10, and 13 are only being treated for species designated by the State of Minnesota as prohibited noxious weeds to be Eradicated or Controlled (**bold** species in Table 1). Reaches 1, 2, 4, 5, 11, and 12 are being treated for the same noxious weeds, as well as an expanded list of invasive and other problematic woody species. Reach 7 is not included in this scope of work.

B. Woody species designated for removal and control are listed in Table 1.

Table 1. Woody species designated for removal/control

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
Acer ginnala	Amur maple	Remove in Reaches 1, 2, 4, 5, 11, and 12
Acer platanoides	Norway maple	Remove in Reaches 1, 2, 4, 5, 11, and 12
Acer negundo	Box elder	Remove in Reaches 1, 2, 4, 5, 11, and 12
Ailanthus altissima	**Tree of heaven**	**Remove in all Reaches**
Berberis thunbergii	Japanese barberry	Remove in Reaches 1, 2, 4, 5, 11, and 12
Berberis vulgaris	**Common barberry**	**Remove in all Reaches**
Caragana arborescens	Siberian peashrub	Remove in Reaches 1, 2, 4, 5, 11, and 12
Celastrus orbiculatus	**Oriental bittersweet**	**Remove in all Reaches**
Eleagnus angustifolia	Russian olive	Remove in Reaches 1, 2, 4, 5, 11, and 12
Euonymus alatus	Winged euonymus	Remove in Reaches 1, 2, 4, 5, 11, and 12
Frangula alnus	Glossy buckthorn	Remove in Reaches 1, 2, 4, 5, 11, and 12
Fraxinus pennsylvanica	Green ash	Remove in Reaches 1, 2, 4, 5, 11, and 12
Lonicera japonica	**Japanese honeysuckle**	**Remove in all Reaches**
Lonicera spp.	Non-native honeysuckles	Remove in Reaches 1, 2, 4, 5, 11, and 12
Morus alba	White mulberry	Remove in Reaches 1, 2, 4, 5, 11, and 12
Populus alba	White poplar	Remove in Reaches 1, 2, 4, 5, 11, and 12
Rhamnus cathartica	Common buckthorn	Remove in Reaches 1, 2, 4, 5, 11, and 12
Robinia pseudoacacia	Black locust	Remove in Reaches 1, 2, 4, 5, 11, and 12
Rosa multiflora	Multiflora rose	Remove in Reaches 1, 2, 4, 5, 11, and 12
Ulmus pumila	Siberian elm	Remove in Reaches 1, 2, 4, 5, 11, and 12

C. Contractor shall cut all woody plant species designated for removal using hand tools including, but not necessarily limited to, gas-powered chainsaws, gas-powered clearing saws, bow saws, and loppers. Forestry mowers and other non-selective cutting methods may be used only if approved by Owner in writing.

D. Removal of undesirable woody plant species shall occur preferably when the ground is frozen. Stumps shall be left in the ground and not removed. All stumps shall be cut flat with no sharp points, within 2 inches of surrounding grade. If snow cover is present, then stumps shall be cut only if snow depth ≤ 16 inches. In this case, stumps shall not exceed 5 inches. If snow depth is greater than 16 inches, stump cutting methods must be approved in writing by Owner. All cut material must be removed from the site by Contractor. Disposal is the responsibility of the Contractor, but Owner may be able to assist with disposal of chipped woody material.

E. Herbicide should be applied to the surface of cut stems immediately after cutting. Herbicide can be applied using a paintbrush, a wick applicator, a low-pressure hand sprayer, or a spray bottle. Herbicide should be applied to the top of the cut stem, the bark on the sides of the cut stem and any exposed root flares. All stumps shall be treated with an approved herbicide mixed with a marking dye.

F. Foliar herbicide is applied to the foliage of the tree/shrub, typically resprouts or seedlings (i.e., young growth). Herbicide can be applied using a wick applicator, low-pressure hand sprayer, or spray bottle.

G. Herbicide treatments shall occur at the frequency and times laid out in the project schedule. Any changes to the schedule must be approved by the Owner in writing.

H. Herbicide application instructions given on the label shall be followed at all times.

I. When herbicides are used, a supply of chemical absorbent shall be maintained at the project site. Any chemical spills shall be properly cleaned up and reported to the Owner within 24 hours.

J. The Contractor shall maintain copies at the project site of all current pesticide applicator's licenses and the herbicide label and MSDS (Material Safety Data Sheet) for each chemical utilized during completion of the work.

K. Targeted areas are shown on plans or shall be located in the field by the Owner.

3.3 CLEAN-UP, REMOVAL AND REPAIR

A. Clean-Up: The Contractor shall keep the work area free of debris. At no time shall empty herbicide containers, trash, or other material be allowed to accumulate at the project site. All tools shall be kept in appropriate carrying cases, toolboxes, etc. Parking areas, roads, sidewalks, paths and paved areas shall be kept free of mud and dirt.

B. Removal: After work has been completed, remove tools, empty containers, and all other debris generated by the Contractor.

C. Repair: Repair any damages caused by the Contractor during completion of the work described in this Section. Said damages may include, but are not limited to, tire ruts in the ground, damage to lawn areas, damage to trails, etc. In the event any vegetation designated to be preserved is damaged, notify the Owner within 24 hours. The Contractor shall be liable for remedying said damages to plant materials.

3.4 INSPECTION

A. After completion of initial selective woody brush removal, the Contractor shall schedule with the Owner an initial provisional acceptance inspection of the work.

B. After initial provisional acceptance of selective woody brush removal, the Contractor shall conduct a year-end inspection of work areas. Within two weeks of the inspection, the Contractor shall submit to the Owner a written summary of the results of the inspection, including all work logs and herbicide records for the year, as-built plans showing where and when site work was completed, site photographs showing completed work, and any additional documentation that is warranted.

3.5 ACCEPTANCE AND GUARANTEE

A. Provisional Acceptance Schedule: Work under this Section shall be provisionally accepted by the Owner after Contractor has competed initial selective woody plant removal per the plans and specifications, completed all clean-up, removal, and repair as described in 3.3 of this Section, and met the following performance standards:

1. Following initial cutting/treating (conducted during Winter 2021-2022): Work under this Section shall be considered 100% complete after woody species have been removed/controlled per the plans, specifications, and project schedule, resulting in removal and treatment of not less than 95% of stems (≤½" diameter, measured at

the base) and 100% of stems (≥½" diameter, measured at the base) of species designated for removal.

2. Following initial foliar spray (Fall 2022): Work under this Section shall be considered 40% complete after approval of 3.5.A.1 and after woody species have been treated per the plans, specifications, and project schedule, resulting in not more than 15% vegetative cover by woody species designated for removal (assuming leaf-on conditions) within any 10 square foot area within the treated areas.
3. Following second foliar spray (Fall 2023): Work under this Section shall be considered 80% complete after approval of 3.5A.1., 3.5.A.2, and woody species have again been treated per the plans, specifications, and project schedule, resulting in not more than 10% vegetative cover by woody species designated for removal (assuming leaf-on conditions) within any 10 square foot area within the treated areas.

B. Final Acceptance: Following the third foliar spray (Fall 2024), work under this Section shall be considered 100% complete after the Contractor has submitted the required as-builts and has complied with all provisions of the Guarantee described in 3.5.C of this Section.

C. Guarantee: For all areas, the Contractor guarantees not more than 5% vegetative cover by woody species designated for removal (assuming leaf-on conditions) will exist within any 10 square foot area within the treated areas at the close of the contract period.

END OF SECTION

SECTION - HERBACEOUS VEGETATION REMOVAL AND CONTROL

PART 1. GENERAL

1.1 DESCRIPTION

A. This Section includes the eradication and control of undesirable herbaceous species, including noxious and invasive grasses and forbs. This work shall occur in all areas shown on the project plans.

1.2 RELATED SECTIONS

A. Woody vegetation removal and control; Seeding.

1.3 QUALITY ASSURANCE

A. Qualifications of workers: provide at least one person who shall be present at all times during execution of this portion of the work, and who shall be thoroughly familiar with this type of work and the type of materials being used. Said person shall be competent at identification of plant materials to be removed and to be preserved during the season work is to be performed. Said person shall also direct all work performed under this Section. Additionally, the Contractor shall designate one person as the Burn Boss for all prescribed fire activities (may be the same person as previous). The Contractor shall submit to the Owner qualifications of the Burn Boss, including previous prescribed burning experience and certifications.

B. Standards: all materials used during this portion of the work shall meet or exceed applicable federal, state, county and local laws and regulations. The use of any herbicide shall follow directions given by the manufacturer on the herbicide label. In the case of a discrepancy between these specifications and the herbicide label, the label shall prevail.

1.4 SUBMITTALS

A. Materials: Prior to delivery of any materials to the site, submit to the Owner a complete list of all materials to be used during this portion of the work. Include complete data on source, amount, and quality; for herbicides, also include the trade name, the active ingredient, and whether it is approved for use over water and saturated soils. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the Owner.

B. Licenses: Prior to any herbicide use the Contractor shall submit to the Owner a current copy of the State of Minnesota commercial pesticide applicator's license, with certification in the appropriate categories, for each person who will be applying herbicide at the project site. A copy of each commercial pesticide applicator's license must be maintained on site at all times during completion of the work.

C. Equipment: Prior to commencement of any work, submit to the Owner a written description of all wheeled, tracked, and mechanical equipment that will be present in the project area, and describe its intended use during the execution of the work. Description shall include the weight of vehicles.

D. Permits: Prior to the commencement of any prescribed burning, the Contractor shall receive approval from Owner to burn and submit copies of all required open burn permits to the Owner.

E. After the work is complete, submit to the Owner "as-built" plans. As-builts shall: delineate areas where herbaceous species were treated or removed; provide a listing of all species and quantities treated or removed; and identify herbicide type, dilution rate, and quantity used. Any field changes or deviations from the original plans shall be marked clearly on the as-builts.

PART 2. PRODUCTS

2.1 MATERIALS

A. Herbaceous species to be removed in areas without standing water or saturated soils shall be treated with Glyphosate, Triclopyr, Aminopyralid, or Clopyralid, as deemed appropriate by the Contractor, following the instructions on the herbicide label. Any substitutions must be approved in writing by Owner.

B. Herbaceous species to be removed in areas with standing water or saturated soils shall be treated with Glyphosate in a form approved for aquatic applications, such as Rodeo or equivalent, following the instructions on the herbicide label. Any substitutions must be approved in writing by Owner.

C. Selective grass herbicides and other specialty herbicides may also be used in appropriate locations with written approval by Owner.

PART 3. EXECUTION

3.1 The Contractor shall manage all undesirable herbaceous vegetation within targeted areas at the frequency and times laid out in the project schedule using one or a combination of the following methods. Protection of desirable existing vegetation shall be the responsibility of the Contractor during management of undesirable species. The Contractor shall be liable for remedying damage to existing desirable vegetation.

3.2 METHOD – HERBICIDE APPLICATION

A. Herbaceous species designated for removal and control vary by reach. Reaches 3, 6, 8, 9, 10, and 13 are only being treated for species designated by the State of Minnesota as prohibited noxious weeds to be Eradicated or Controlled (**bold** species in Table 2). Reaches 1, 2, 4, 5, 11, and 12 are being treated for the same noxious weeds, as well as an expanded list of invasive and other problematic herbaceous species. Reach 7 is not included in this scope of work.

B. Herbaceous species designated for removal and control are listed in Table 2.

Table 2. Herbaceous species designated for removal/control

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
Alliaria petiolata	Garlic mustard	Remove in Reaches 1, 2, 4, 5, 11, and 12
Amaranthus palmeri	**Palmer amaranth**	**Remove in all Reaches**
Arctium minus	Common burdock	Remove in Reaches 1, 2, 4, 5, 11, and 12

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
Bromus inermis	Smooth brome grass	Remove in Reaches 1, 2, 4, 5, 11, and 12
Cardamine impatiens	**Narrowleaf bittercress**	**Remove in all Reaches**
Carduus acanthoides	**Plumeless thistle**	**Remove in all Reaches**
***Centaurea* spp.**	**Knapweeds**	**Remove in all Reaches**
Cirsium arvense	**Canada thistle**	**Remove in all Reaches**
Cirsium vulgare	Bull thistle	Remove in Reaches 1, 2, 4, 5, 11, and 12
Conium maculatum	**Poison hemlock**	**Remove in all Reaches**
Cynanchum louiseae	**Black swallow-wort**	**Remove in all Reaches**
Dactylia glomerata	Orchard grass	Remove in Reaches 1, 2, 4, 5, 11, and 12
Daucus carota	Queen Anne's lace	Remove in Reaches 1, 2, 4, 5, 11, and 12
Digitalis lanata	**Grecian foxglove**	**Remove in all Reaches**
Digitaria sanguinalis	Crabgrass	Remove in Reaches 1, 2, 4, 5, 11, and 12
Dipsacus fullonum	**Common teasel**	**Remove in all Reaches**
Dipsacus laciniatus	**Cutleaf teasel**	**Remove in all Reaches**
Echinochloa crus-galli	Barnyard grass	Remove in Reaches 1, 2, 4, 5, 11, and 12
Elymus repens	Quack grass	Remove in Reaches 1, 2, 4, 5, 11, and 12
Euphorbia esula	**Leafy spurge**	**Remove in all Reaches**
Glechoma hederacea	Creeping Charlie	Remove in Reaches 1, 2, 4, 5, 11, and 12
Hemerocallis spp.	Ornamental lilies	Remove in Reaches 1, 2, 4, 5, 11, and 12
Heracleum mantegazzianum	**Giant hogweed**	**Remove in all Reaches**
Hesperis matronalis	Dame's rocket	Remove in Reaches 1, 2, 4, 5, 11, and 12
Humulus japonicus	**Japanese hops**	**Remove in all Reaches**
Iris pseudacorus	Yellow iris	Remove in Reaches 1, 2, 4, 5, 11, and 12
Linaria dalmatica	**Dalmatian toadflax**	**Remove in all Reaches**
Lotus corniculatus	Birdsfoot trefoil	Remove in Reaches 1, 2, 4, 5, 11, and 12
Lythrum salicaria, L. virgatum	**Purple loosestrife**	**Remove in all Reaches**
Medicago sativa	Alfalfa	Remove in Reaches 1, 2, 4, 5, 11, and 12
Melilotus alba	White sweet clover	Remove in Reaches 1, 2, 4, 5, 11, and 12
Melilotus officinalis	Yellow sweet clover	Remove in Reaches 1, 2, 4, 5, 11, and 12
Miscanthus spp.	Silver grasses	Remove in Reaches 1, 2, 4, 5, 11, and 12
Pastinaca sativa	**Wild parsnip**	**Remove in all Reaches**
Phalaris arundinacea	Reed canary grass	Remove in Reaches 1, 2, 4, 5, 11, and 12
Phleum pretense	Timothy	Remove in Reaches 1, 2, 4, 5, 11, and 12
Phragmites australis	**Giant reed grass**	**Remove in all Reaches**
Plantago major	Common plantain	Remove in Reaches 1, 2, 4, 5, 11, and 12
Poa pratensis	Kentucky bluegrass	Remove in Reaches 1, 2, 4, 5, 11, and 12
Polygonum x bohemicum	**Bohemian knotweed**	**Remove in all Reaches**
Polygonum cuspidatum	**Japanese knotweed**	**Remove in all Reaches**
Polygonum sachalinese	**Giant knotweed**	**Remove in all Reaches**
Rumex crispus	Curly dock	Remove in Reaches 1, 2, 4, 5, 11, and 12
Securigera varia	Crown vetch	Remove in Reaches 1, 2, 4, 5, 11, and 12
Setaria spp.	Foxtail grasses	Remove in Reaches 1, 2, 4, 5, 11, and 12
Solanum dulcamara	Bittersweet nightshade	Remove in Reaches 1, 2, 4, 5, 11, and 12
Sonchus arvensis	Field sowthistle	Remove in Reaches 1, 2, 4, 5, 11, and 12

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
Tanacetum vulgare	**Common tansy**	**Remove in all Reaches**
Taraxacum officinale	Dandelion	Remove in Reaches 1, 2, 4, 5, 11, and 12
Torilis japonica	Japanese hedge parsley	Remove in Reaches 1, 2, 4, 5, 11, and 12
Trifolium pratense	Red clover	Remove in Reaches 1, 2, 4, 5, 11, and 12
Trifolium repens	White clover	Remove in Reaches 1, 2, 4, 5, 11, and 12
Typha angustifolia	Narrow-leaf cattail	Remove in Reaches 1, 2, 4, 5, 11, and 12
Typha x glauca	Hybrid cattail	Remove in Reaches 1, 2, 4, 5, 11, and 12
Verbascum thapsus	Mullein	Remove in Reaches 1, 2, 4, 5, 11, and 12

C. Herbicide treatments, when employed by the Contractor for management of species designated for removal (below), shall occur at the frequency and times laid out in the project schedule. Any changes to the schedule must be approved by the Owner in writing.

D. Herbicide application instructions given on the label shall be followed at all times.

E. A supply of chemical absorbent shall be maintained at the project site. Any chemical spills shall be properly cleaned up and reported to the Owner within 24 hours.

F. The Contractor shall maintain copies at the project site of all current pesticide applicator's licenses and the herbicide label and MSDS (Material Safety Data Sheet) for each chemical utilized during completion of the work.

G. Herbicide may be applied using a backpack sprayer, a hand-held wick applicator, or a vehicle mounted low-pressure spray unit. Any other method must be approved in writing by the Owner.

H. Targeted areas are shown on plans or shall be located in the field by the Owner.

3.3 METHOD - TURF ERADICATION

A. This project does not include any conversion of turf areas to native plantings. Any area within the project boundary that is planted with turf grasses and maintained by the City of Edina as mowed turf at the start of the project shall be protected as-is. Areas comprised of native or partially native species at the start of the project shall be managed to control encroaching species (e.g., turf and weeds) listed on the table above.

3.4 METHOD - MOWING

A. Contractor shall only use mowing equipment approved by Owner. For management purposes, vegetation in native plant communities should typically be mowed to a height of 8-12" and before non-native, invasive species go to seed.

B. Mowing, when employed by the Contractor for management of species designated for removal (above), shall occur at the frequency and times laid out in the project schedule. Any changes to the schedule must be approved by the Owner in writing.

3.5 METHOD – PRESCRIBED BURNING

A. Prescribed burning must be used to comply with the management schedule and also may be used to prepare the site for seeding and/or to achieve performance standards.

B. Prior to the commencement of prescribed burning, the Contractor shall confirm permission from the Owner and compile a burn plan that outlines a plan of action, identifies contingencies including smoke management and traffic control, and lists the names and phone numbers of emergency agencies (fire department, police department, etc.). Proper notice of intent to burn shall be given to Owner. Burning may not commence until the Owner has notified surrounding landowners and permitting and emergencies agencies, or directed the Contractor to notify same, and the Contractor has done so.

C. The Contractor shall apply for and receive all required permits prior to the commencement of prescribed burning.

D. Prescribed burning shall occur at the frequency and times laid out in the project schedule. Any changes to the schedule must be approved by the Owner in writing.

E. Burning should be done according to the burn plan and weather conditions in order to prevent smoke from affecting neighbors or traffic on nearby roads.

3.6 CLEAN-UP, REMOVAL AND REPAIR

A. Clean up: The Contractor shall keep the work area free of debris. At no time shall empty herbicide containers, trash, or other material be allowed to accumulate at the project site. All tools shall be kept in appropriate carrying cases, toolboxes, etc. Parking areas, roads, sidewalks, paths and paved areas shall be kept free of mud and dirt.

B. Removal: After work has been completed remove tools, empty containers, and all other debris generated by the Contractor

C. Repair: Repair any damages caused by the Contractor during completion of the work described in this Section. Said damages may include, but are not limited to, tire ruts in the ground, damage to retained lawn areas, damage to trails, etc. In the event any vegetation outside of targeted areas is damaged, notify the Owner within 24 hours. The Contractor shall be liable for remedying damages to plant materials outside targeted areas.

3.7 INSPECTION

A. After completion of herbaceous species removal each year, the Contractor shall schedule with the Owner a provisional acceptance inspection of the work during the growing season. Within two weeks of the inspection, the Contractor shall submit to the Owner a written summary of the results of the inspection, including all work logs and herbicide records for the year, as-built plans showing where and when site work was completed, site photographs showing completed work, and any additional documentation that is warranted.

3.8 ACCEPTANCE AND GUARANTEE

A. Provisional Acceptance Schedule: Work under this Section shall be provisionally accepted by the Owner after Contractor has completed initial herbaceous species removal per the plans and specifications, completed all clean up, removal, and repair as described in 3.6 of this Section, and met the following performance standards:

1. Year 1 (2022): Work under this Section shall be considered 40% complete after herbaceous species have been removed/controlled per the plans, specifications, and project schedule, resulting in not more than 10% vegetative cover of species designated for removal within any 10 square foot area within the treated areas. In the Lowland Non-Native Grassland, Reed canary grass vegetative cover shall be not more than 20% within any 10 square foot area within the treated areas.
2. Year 2 (2023): Work under this Section shall be considered 80% complete after approval of 3.8.A.1 and after herbaceous species have continued to be removed/controlled per the plans, specifications, and project schedule, resulting in not more than 5% vegetative cover of species designated for removal within any 10 square foot area within the treated areas. In the Lowland Non-Native Grassland, Reed canary grass vegetative cover shall be not more than 15% within any 10 square foot area within the treated areas.

B. Final acceptance: At the end of Year 3 (2024), work under this Section shall be considered 100% complete after the Contractor has submitted the required as-builts and has complied with all provisions of the Guarantee described in 3.8.C. of this Section.

C. Guarantee: The Contractor guarantees not more than 5% vegetative cover of species designated for removal will exist within any 10 square foot area within the treated areas at the close of the contract period. In the Lowland Non-Native Grassland, Reed canary grass vegetative cover shall be not more than 10% within any 10 square foot area within the treated areas at the close of the contract period.

END OF SECTION

SECTION - SEEDING

PART 1. GENERAL

1.1 DESCRIPTION

A. This Section includes installation of native and cover crop plant seed in areas being restored or enhanced to native plant communities as shown on the project plans. Project seeding will include both "overseeding" into existing vegetation and new seeding into areas cleared of invasive vegetation.

1.2 RELATED SECTIONS

A. Woody vegetation removal and control; Herbaceous vegetation removal and control.

1.3 QUALITY ASSURANCE

A. Qualifications of workers: provide at least one person who shall be present at all times during execution of this portion of the work, and who shall be thoroughly familiar with the type and operation of equipment being used. Said person shall direct all work performed under this Section.

B. Standards: all materials used during this portion of the work shall meet or exceed applicable federal, state, county and local laws and regulations. All seed shall be free from insects and disease. Species shall be true to their scientific name as specified.

1.4 SUBMITTALS

A. Materials: Prior to delivery of any materials to the site, submit to the Owner a complete list of all seed to be used during this portion of the work. Include complete seed tag data for each seeded species including source, source origin (county and state), quantity, and quality. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the Owner.

B. Equipment: Prior to commencement of any work, submit to the Owner a written description of all wheeled, tracked, and mechanical equipment that will be present in the construction area and describe its intended use during the execution of the work. Description shall include the weight of vehicles.

C. Seeding Plans: Prior to commencement of any seeding, submit to the Owner maps (or marked-up plans) indicating all areas that will be seeded or overseeded. Areas being overseeded should be evaluated to determine whether seed should be spread uniformly or concentrated in areas of poor native cover. Submittal must be reviewed and approved prior to the installation of any native seed.

D. After the work is complete, submit to the Owner "as-built" plans. As-builts shall: delineate areas where seeding was conducted, and for each area specify the seed mixes used and quantities installed. Any field changes or deviations from the original plans shall be marked clearly on the as-builts.

PART 2. PRODUCTS

2.1 NATIVE SEED: Seed of native graminoid and forb species shall meet either "wild type" or "yellow tag" as defined:

A. MCIA Yellow Tag Certified Seed – Native species shall have their origin documented by the Minnesota Crop Improvement Association (MCIA). The level of certification is at the "Yellow Tag" level according to the MCIA Quality Control Program. In the event that certain species may not be available as certified, those species may be supplied by a MCIA Certified Approved Collector/Producer along with documentation demonstrating the origin of those materials.

B. Genetic origin of all native seed shall be from within a 200-mile radius of the project site and native to Minnesota. Species shall be true to their scientific name as specified.

C. Every attempt shall be made to fulfill seeding specifications as written. In the event some species are not available at the time of seeding, other appropriate native species may be added and/or substituted with approval in writing from the Owner.

D. Seeds shall have proper stratification and/or scarification to break seed dormancy prior to planting, if planted in spring.

E. All legumes shall be inoculated with proper rhizobia at the appropriate time prior to planting.

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2.2 SEED MIXES

A. The following seed mixes shall be used per the project plans and specifications.

1. **Lowland Forest-Woodland Mix –** to seed Lowland Forest-Woodland after approved site preparation (***FULL SEEDING RATE***)

Botanical Name	Common Name	Oz/Acre	Lbs/Acre	% by Weight	Seeds/Sq Ft
Bromus pubescens	Hairy woodland brome	2.90	0.18	2.1	0.5
Carex sprengelii	Sprengel's sedge	2.00	0.13	1.5	0.5
Elymus canadensis	Canada wild rye	40.00	2.50	29.4	4.8
Elymus hystrix	Bottlebrush grass	4.00	0.25	2.9	0.7
Elymus villosus	Silky wild rye	8.00	0.50	5.9	1.0
Elymus virginicus	Virginia wild rye	56.00	3.50	41.2	5.4
Festuca subverticillata	Nodding fescue	1.00	0.06	0.7	0.5
Juncus tenuis	Path rush	0.10	0.01	0.1	2.3
Leersia oryzoides	Rice cut grass	4.00	0.25	2.9	3.1
Poa palustris	Fowl bluegrass	2.00	0.13	1.5	6.0
	Total Graminoids	**120.00**	**7.50**	**88.2**	**24.7**
Ageratina altissima	White snakeroot	0.25	0.02	0.2	0.9
Aquilegia canadensis	Wild columbine	1.00	0.06	0.7	0.9
Campanulastrum americanum	American bellflower	0.25	0.02	0.2	1.0
Cryptotaenia canadensis	Honewort	2.00	0.13	1.5	1.1
Eupatorium perfoliatum	Common boneset	0.50	0.03	0.4	1.8
Mentha arvensis	Wild mint	0.25	0.02	0.2	1.7
Rudbeckia laciniata	Goldenglow	3.00	0.19	2.2	1.0
Solidago flexicaulis	Zig-zag goldenrod	0.50	0.03	0.4	1.0
Symphyotrichum cordifolium	Heart leaved aster	0.50	0.03	0.4	1.6
Teucrium canadense	Wood germander	1.75	0.11	1.3	0.8
Thalictrum dasycarpum	Tall meadow rue	2.00	0.13	1.5	0.5
Zizia aurea	Golden alexanders	4.00	0.25	2.9	1.0
	Total Forbs	**16.00**	**1.00**	**11.8**	**13.3**
	Total	**136.00**	**8.50**		**38.0**

2. **Lowland Prairie Mix –** to seed Lowland Non-Native Grassland after approved site preparation (***FULL SEEDING RATE***) and to overseed Lowland Prairie (***1/2 SEEDING RATE***): MN State Seed Mix 34-262 (Wet Prairie)

Common Name	Scientific Name	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	*Andropogon gerardii*	1.00	6.89%	3.67
fringed brome	*Bromus ciliatus*	1.50	10.38%	6.08
bluejoint	*Calamagrostis canadensis*	0.04	0.27%	4.00
Virginia wild rye	*Elymus virginicus*	1.75	12.07%	2.70
tall manna grass	*Glyceria grandis*	0.15	1.02%	3.80
fowl manna grass	*Glyceria striata*	0.11	0.73%	3.50
switchgrass	*Panicum virgatum*	0.75	5.16%	3.85
fowl bluegrass	*Poa palustris*	0.20	1.39%	9.60
Indian grass	*Sorghastrum nutans*	0.50	3.44%	2.20
prairie cordgrass	*Spartina pectinata*	0.50	3.41%	1.20
	Total Grasses	**6.50**	**44.76%**	**40.60**
wooly sedge	*Carex pellita*	0.05	0.32%	0.47
tussock sedge	*Carex stricta*	0.02	0.17%	0.48
fox sedge	*Carex vulpinoidea*	0.10	0.66%	3.50
dark green bulrush	*Scirpus atrovirens*	0.10	0.72%	17.74
woolgrass	*Scirpus cyperinus*	0.03	0.18%	16.00
	Total Sedges and Rushes	**0.30**	**2.05%**	**38.19**
Canada anemone	*Anemone canadensis*	0.03	0.21%	0.09
marsh milkweed	*Asclepias incarnata*	0.08	0.55%	0.14
Canada tick trefoil	*Desmodium canadense*	0.50	3.41%	1.00
flat-topped aster	*Doellingeria umbellata*	0.05	0.34%	1.20
common boneset	*Eupatorium perfoliatum*	0.03	0.23%	2.00
grass-leaved goldenrod	*Euthamia graminifolia*	0.02	0.11%	2.00
spotted Joe pye weed	*Eutrochium maculatum*	0.04	0.30%	1.50
autumn sneezeweed	*Helenium autumnale*	0.05	0.35%	2.39
sawtooth sunflower	*Helianthus grosseserratus*	0.05	0.38%	0.30
great blazing star	*Liatris pycnostachya*	0.02	0.17%	0.10
great lobelia	*Lobelia siphilitica*	0.01	0.05%	1.40
blue monkey flower	*Mimulus ringens*	0.01	0.05%	6.40
Virginia mountain mint	*Pycnanthemum virginianum*	0.08	0.55%	6.50
red-stemmed aster	*Symphyotrichum puniceum*	0.08	0.56%	2.40
blue vervain	*Verbena hastata*	0.15	1.06%	5.25
bunched ironweed	*Vernonia fasciculata*	0.03	0.23%	0.30
Culver's root	*Veronicastrum virginicum*	0.02	0.14%	6.00
golden alexanders	*Zizia aurea*	0.25	1.76%	1.03
	Total Forbs	**1.50**	**10.45%**	**40.00**
Oats*	*Avena sativa*	6.20	42.74%	2.76
	Total Cover Crop	**6.20**	**42.74%**	**2.76**
	Totals:	**14.50**	**100.00%**	**121.55**
Purpose:	Wet prairie reconstruction for wetland mitigation or ecological restoration.			
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.			

**Do not add cover crop when mix is used for overseeding (see Section 2.3).*

2.3 COVER CROP

A. Depending on the time of year for seed installation, the cover crop shall be either oats (*Avena sativa*, used April 1-June 30), winter wheat (*Triticum aestivum*, used November 1-March 31), or a combination of the two.

B. Cover crop shall be added to the Lowland Forest Mix for all sites and the Lowland Prairie Mix when used for seeding Lowland Non-Native Grassland areas. When the Lowland Prairie Mix is used for overseeding Lowland Prairie areas, no cover crop shall be added.

2.4 STRAW MULCH

A. Dry cereal straw (oats, barley, wheat, or rye). Must meet the requirements of the Minnesota Crop Improvement Association (MCIA) to be noxious weed free, per MnDOT 3882.1.

B. Prairie hay. Must meet the requirements of the Minnesota Crop Improvement Association (MCIA) to be noxious weed free, per MnDOT 3882.1.

C. Do not use other hay (e.g., brome grass, timothy, orchard grass, alfalfa, clover, or "marsh hay" including species such as reed canary grass or cattails).

PART 3. EXECUTION

3.1 METHOD

A. Native seeding shall occur in restoration/enhancement zones designated on plans at the times laid out in the project schedule. In the Lowland Non-Native Grassland areas, native seeding shall occur after herbaceous vegetation removal is completed by Contractor and approved by Owner.

B. Seeding shall be conducted as a late fall dormant seeding (after November 1) or in early spring (as soon as the soil is free of frost and in a workable condition but no later than June 30).

C. If area to be seeded was treated with herbicide, the Contractor shall follow all recommendations from the manufacturer on the herbicide label regarding the length of time to wait before installing native plant material.

D. Seeds shall have proper stratification and/or scarification to break seed dormancy when planting in spring.

E. All legumes shall be inoculated with proper rhizobia at the appropriate time prior to planting.

F. Following approved site preparation, newly restored areas (Lowland Non-Native Grassland and Lowland Forest-Woodland areas on the project plans) shall be seeded at a consistent rate across the entire area (see Section 2.2 for seeding rates).

G. Previously restored areas (Lowland Prairie areas on the project plans) shall not have uniform seeding, but rather shall focus seeding where existing native cover is lower. Maps of intended seeding areas must be submitted to the Owner for review and approval prior to seeding (see Section 1.4).

H. Thoroughly mix all seed by hand or machine before sowing.

I. Graminoid seed shall be preferentially installed with a rangeland type grain drill or no-till planter, such as by Truax, or equivalent as approved in writing by the Owner. Forb seed can be installed by a rangeland type grain drill or no-till planter; however, if this equipment is used, it shall be modified to effectively drop small, flowable seed on the ground surface.

J. If soil is too wet or areas too small or steep to install seed using a rangeland type grain drill or no-till planter, a mechanical broadcast seeder, such as by Cyclone, shall be used. Hand broadcasting of seed may also be employed.

K. Seed that is to be broadcast-sown shall be divided into two equal parts. The entire area shall be sown with first half before spreading second half, perpendicular to the first half where possible.

L. Soil tilling, discing, or other disturbance shall not occur on the site unless specified; however, Contractor is responsible for ensuring good seed-to-soil contact regardless of seeding method used.

3.2 REMEDIAL SEEDING AND PLANTING

A. In order to achieve the performance standards defined in these specifications, additional seeding of native vegetation may be required. Seed mix, method of installation, and location of remedial seeding shall be approved by the Owner prior to installation.

3.3 CLEAN-UP, REMOVAL AND REPAIR

A. Clean up: The Contractor shall keep the work area free of debris. After seed installation is complete, clean up any remaining materials, debris, trash, etc. Avoid driving over seeded areas to minimize disturbance.

B. Removal: After work has been completed remove any tools, equipment, empty containers, and all other debris generated by the Contractor.

C. Repair: Repair any damages caused by the Contractor during completion of the work described in this Section.

3.4 INSPECTION

A. After completion of seeding, the Contractor shall schedule with Owner a provisional acceptance inspection of the work. Within two weeks of the inspection, the Contractor shall submit to the Owner a written summary of the results of the inspection, including all work logs, as-built plans showing where and when seeding was conducted, site photographs showing completed work, and any additional documentation that is warranted.

3.5 ACCEPTANCE AND GUARANTEE

A. Provisional acceptance: Work under this Section shall be considered 80% complete after Contractor has completed all seeding per the plans and specifications, submitted the required as-builts, and completed all clean up, removal, and repair as described in 3.3 of this Section.

B. Work under this Section shall be considered 90% complete after Contractor meets the following performance standards:

1. The Contractor shall guarantee **newly seeded areas** will meet or exceed the following performance criteria one full growing season after installation and provisional acceptance: ≥70% total plant cover (including cover crop), seedlings of ≥3 planted grass/sedge species present and widely dispersed, and seedlings of ≥3 planted forb species present and widely dispersed.
2. The Contractor shall guarantee **overseeded areas** will meet or exceed the following performance criteria one full growing season after installation and provisional acceptance: ≥90% total plant cover, seedlings of ≥3 planted grass/sedge species present and widely dispersed, and seedlings of ≥3 planted forb species present and widely dispersed.

D. Final acceptance: At the end of Year 3 (2024), work under this Section shall be considered 100% complete after the Contractor has complied with all provisions of the Guarantee described in 3.5E. of this Section.

E. Guarantee: The Contractor guarantees all new seeding and overseeding areas meet or exceed the following performance criteria: ≥90% total plant cover, seedlings of ≥5 planted grass/sedge species present and widely dispersed, and seedlings of ≥6 planted forb species present and widely dispersed.

END OF SECTION

APPENDIX A

PRACTICES TO AVOID INTRODUCING & MOVING INVASIVE SPECIES

MN DEPARTMENT OF NATURAL RESOURCES

It is the MNDNR's policy to limit the introduction of invasive species onto MNDNR managed lands and waters, limit their rate of geographical spread, and reduce their impact on high value resources.

The movement of equipment, organisms, and organic and inorganic material are potential pathways for the introduction or spread of invasive species. Each of these pathways should be considered and addressed to reduce risk associated with invasive species movement.

General Procedures for Intentional Movement of Equipment

1. Before arriving at a work site, inspect for and remove all visible plants, seeds, mud, soil, and animals from equipment.
2. Before leaving a work site, inspect for and remove all visible plants, seeds, mud, soil and animals from equipment.
3. After working on infested waters or waters known to harbor pathogens of concern, clean and dry equipment prior to using in locations not known to be infested with species or pathogens present at the last location visited.

Specific Procedures: Vehicles and Heavy Equipment

1. When possible maintain separate equipment to use on uninfested sites.
2. If working on multiple sites, work in uninfested sites before infested sites and clean equipment after use.
3. When working within a site with invasive species work in uninfested areas before infested areas and clean equipment after use.
4. Avoid entering site under wet conditions to minimize rutting and other soil disturbances.
5. Minimize area of soil disturbance with equipment.
6. Minimize number of access points to site.
7. When creating roads and trails minimize area of vegetation and soil disturbance.
8. Survey site before management treatment and treat or avoid moving equipment through existing patches of invasive species.
9. Conduct post management treatment monitoring and treat any responding invasive species.
10. Inspect all gear and remove vegetation, soil, and organisms prior to arriving and leaving site.
11. On sites that are known to be infested with species such as garlic mustard, spotted knapweed, leafy spurge, etc. (species with small seed that can collect on cloth material) wash clothing after work is complete.
12. Carry boot brush in or on all vehicles and clean boots and clothing (in a controlled area) when leaving any site.
13. Use brush to clean gear and equipment such as chainsaws to remove loose soil and plant materials.
14. Avoid parking in patches of invasive species. When unavoidable, clean vehicle of all visible evidence of soil and vegetation when leaving site.
15. Brush off (hand remove) plants, seeds, mud, soil and animals from vehicles, including wheel wells, tracks, hums, blades, grills, etc.

16. Power spray equipment after hand removal, if necessary, to remove aquatic plant remnants (particularly curly-leaf pondweed, Eurasian watermilfoil, flowering rush, and purple loosestrife) and earthworms.

General Procedures for Intentional Movement of Organisms, Organic and Inorganic Material (including water, fish, plants, mulch, soil, gravel, rock)

1. Do not plant or introduce prohibited or regulated invasive species or other listed invasive species.
2. Do not transport water from infested waters, except by permit. When you must use water from an infested waters, do not drain this water or water that has come in contact with organisms from the infested waters, where it can run into another basin, river, or drain system that does not go to a treatment facility.
3. Use only mulch, soil, gravel, etc. that is invasive species-free or has a very low likelihood of having invasive species.
4. Do not transplant organisms or plant material from any waters with known populations of invasive aquatic invertebrates
5. Do not move soil, dredge material, or raw wood projects that may harbor invasive species from infested sites.

Specific Procedures: Re-vegetation (Aquatic and Terrestrial Plants)

1. Do not plant or introduce prohibited or regulated invasive species or other listed invasive species.
2. Inspect transplanted vegetation for signs of invasive species that may be attached to the vegetation and remove (i.e., other plant material and animals, etc.)
3. Re-vegetate with native species.
4. Preserve existing native vegetation. Peel topsoil that contains natives away from the work zone, stockpile and then replace it at the end of construction. This can help re-establish native species quickly.
5. If stockpiled invasive free topsoil isn't adequate for post-construction landscaping, and black dirt, sand or gravel must be purchased, purchase invasive species (i.e., worm) free material.
6. Purchase certified weed-free mulch.
7. Inspect outside of storage containers and materials for visible presence of invasive species.
8. If possible, use seeding material, plants, fill, straw, gravel, and mulch that are certified as uninfested.
9. Monitor areas where materials are added for evidence of invasive species germination.
10. When possible minimize the use of outside materials.

Procedures to Minimize the Risk of Increasing the Dominance of Invasive Species on Site

1. Survey site before burning and treat or avoid moving through patches of invasive species before burn is conducted.
2. Avoid entering site under wet conditions to minimize rutting and other soil disturbances.
3. Conduct post-treatment monitoring and treat any invasive species (such as resprouts and germination).

Site Planning and Management

Construction activities that disturb the soil surface can expose dormant invasive species seed banks and create a growth medium that favors invasive plants. Landscaping can also introduce invasive plant species, as can maintenance activities such as mowing, grading, and stormwater pond maintenance.

Exercise site-level management to minimize the introduction, spread, and impact of invasive species. Site-level management shall include planning, implementation and evaluation procedures that reduce the risk of

introduction, spread, and impact of invasive species. Procedures include identification of invasive species, monitoring for invasive species, developing strategies and actions to minimize spread and impact, implementing management actions, and evaluating success.

References

Minnesota Department of Natural Resources Operational Order #113, Invasive Species, May 31, 2007.

Minnesota Department of Natural Resources Invasive Species Operational Handbook, May 31, 2007.

Minnesota Department of Natural Resources Standard Protocols for Invasive Species Prevention on Terrestrial Sites (Draft).

Exhibit D

Project Maintenance- Land Management Performance Standards

Land Management Guidelines

Classification System – agreed upon by City staff during development of 2020 Land Management Plan

City Goals – based on City Comprehensive Plan (2008[1]), City Park, Recreation & Trail Strategic Plan (2015[2]), Turf Management Plan (2016[3]), Braemar Masterplan (2017[4]) and City of Edina web page (2019[5]), and site-specific maintenance agreements; see 2020 Land Management Plan for references

Performance Standards – agreed upon by City staff during development of 2020 Land Management Plan

Management Guidelines – turf guidelines based on City Turf Management Plan (2016)

<u>General Land Management Guidelines</u>

Reporting & Response

- Develop a protocol for reporting areas with weed or other issues, especially noxious weeds.
- Develop a protocol for reviewing reports, designating action/treatment, and reviewing action/treatment effectiveness.

Herbicide Use

- Describe City herbicide use position and practice.
- Every two years, staff review herbicide options, including organic herbicides, and update treatment options for common weeds. Consider cost, effectiveness, appropriateness, service level expectations, human health and safety, and wildlife impacts (including pollinators) in decision-making.
- Review signage for herbicide application, especially in high-use areas.
- Provide herbicide education for City staff who encounter inquiries from public.

Land Classification and Quality Updates

- Every two years, staff review all turfgrass areas and have their turf management category (A, B, C, O) updated based on current usage.
- Every two years, staff coordinates evaluation of all non-turf areas for ecological quality, including evaluation of invasive species, and implement necessary management (e.g., weed reporting and control).
- Every two years, staff review opportunities for reducing mowed turf areas.
- Review and re-classify “Other Open Space or Uncategorized” lands when feasible.

New Land Acquisitions

- Assign all new City property acquisitions appropriate land classification and/or management category.

Coordination

- Align land management activities with ash tree management strategy.

Maintenance

- Prior to each request for bids, review maintenance specifications.

Natural – Functional

City Goals:

- Actively remove buckthorn from City properties[5].
- Control exotic or invasive species to protect native habitats[1].
- Carry out MN State mandates for shade tree disease control and noxious weed control[1].
- Maintain trees throughout City; conserve and replace as necessary[1].
- Incorporate resident input and advice on conservation and management[1].
- Encourage volunteer activity to help provide services to parks[1,2].
- Use public lands to provide environmental education, nature play, and enrichment opportunities[1,2].
- Promote sustainable site and infrastructure improvements for the good of land and water resources[1,2].
- Restore ecosystem services[1].
- Protect shorelines of creeks and lakes[1].
- Increase opportunities for shoreline fishing[1.4].
- Minimize the impacts of human activity[1].
- Control nuisance wildlife, including deer, geese, and beaver[1].

Additional Recommended Goals:

- Assess plant diversity, and if warranted, add appropriate native, local ecotype, wild-type plants to increase diversity and habitat quality.
- Assess select Natural-Functional areas for opportunities for environmental education (e.g., interpretive signage regarding the value of native plants, all-season blooms for pollinators, and habitat to support the full life-cycle of wildlife).
- Solicit public feedback on appearance/functionality of Natural-Functional areas.
- Develop community outreach program for volunteer/education opportunities.
- Review City policy on prescribed burning within City limits. Work to engage neighbors on ecological benefits and safety of prescribed burns.

Performance Standards:

- 95% vegetative cover, 75% native cover, and less than 10% invasive species present.
- Herbicide spot spray as needed (inspect at least biennially).
- Burn as needed (typically every 3-5 years for fire-dependent plant communities; rotate if large area).
- Actively control invasive species, especially buckthorn and honeysuckle.
- No bare or eroding soil.

Management Guidelines:

- Annually evaluate to determine if meeting performance standards.
- Based on field assessment, take corrective actions including use of appropriate herbicides to control weeds and meet performance standards.
- Manage tree canopy to promote desired plant community (e.g., prairie, savanna, or forest).
- Minimize tracking or other impacts from maintenance activities.
- Vegetate or otherwise stabilize areas of bare soil to prevent erosion.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.I.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Jessica V. Wilson, Water Resources Manager

Item Activity:
Action

Subject: Request for Purchase: Private Stormwater Best Management Practices Inspection

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ACTION REQUESTED:
Approve request for purchase for private stormwater best management practices inspection with Barr Engineering Company for $95,000.

INTRODUCTION:
The project includes inspection, conditions inventory, and maintenance recommendations of required stormwater management sites not owned or otherwise operated by the city. The purpose is to ensure that regulated privately-owned assets are functioning as designed. This work helps meet the minimum requirements of the Minnesota Pollution Control Agency municipal separate storm sewer system (MS4) permit.

ATTACHMENTS:

Request for Purchase

Agreement

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200027**

Request for Purchase

Department: Engineering
Buyer: Jessica Vanderwerff Wilson
Date: 01/13/2022

Requisition Description: Private Stormwater Best Management Practices Inspections

Vendor: BARR ENGINEERING CO
Cost: $95,000.00

REPLACEMENT or NEW: -

PURCHASE SOURCE: SERVIC K - SERVICE CONTRACT

DESCRIPTION:

The project includes inspection, conditions inventory, and maintenance recommendations of required stormwater management sites not owned or otherwise operated by the city. The purpose is to ensure that regulated privately-owned assets are functioning as designed. This work helps meet the minimum requirements of the Minnesota Pollution Control Agency municipal separate storm sewer system (MS4) permit.

BUDGET IMPACT:

The project is funded by the stormwater utility fund under CIP #ENG21056.

COMMUNITY IMPACT:

Stormwater infrastructure supports flood protection and clean water.

ENVIRONMENTAL IMPACT:

Stormwater infrastructure supports flood protection and clean water.

resourceful. naturally.
engineering and environmental consultants

BARR

January 3, 2022

Ms. Jessica Vanderwerff Wilson
Water Resources Coordinator
City of Edina
Engineering Department
7450 Metro Boulevard
Edina, MN 55439

Re: Proposal for Private Stormwater Best Management Practices Inspection

Dear Ms. Vanderwerff Wilson:

This letter presents our proposed scope of work and cost estimate for the Edina Private Stormwater Best Management Practices (BMPs) Inspection Program, which includes the inspection, conditions inventory, and maintenance recommendations of stormwater management sites not owned or otherwise operated by the City of Edina (City). The project's primary objective is to ensure that all privately-owned BMPs are providing water quality function as originally designed.

The project will also include updates to the design and data of the iPad-based site inspection application previously developed by Barr; as well as conducting field condition assessments, and documentation of private BMP conditions and maintenance recommendations. The scope and associated cost estimate for conducting field condition assessments only includes surface (visual) observation of private BMPs; no confined space entry of BMPs nor inspection of private conveyance (pipes) is included.

The scope of professional consulting services we will provide for your project is described in the following tasks.

Task 1: Inspection protocol updates

The activities described in this task will be coordinated with the inspection protocol updates included in the separately-contracted public BMP inspection project to ensure consistency and avoid duplication in efforts, and include the following:

1. Review the existing stormwater inspection protocol/checklists as well as examples from other entities, including the City of Everett (WA), City of Calgary (AB), City of Minneapolis, University of Minnesota, and Capitol Region Watershed District. Barr will develop a short list of recommended changes to the inspection protocol for review and comment from City staff.
2. Meet with City staff to discuss inspection needs and application updates. The intention of the app will be to record conditions in the field for each site with a project-specific, custom-built data entry form. The app will continue to be hosted and maintained by Barr using ArcGIS Online (AGOL); it will also be shared with the City via the City's AGOL account.

3. Add new/additional BMP locations and other requested data to database. The current GIS database contains approximately 110 "private" BMPs at 73 sites (private includes all non-City-owned BMPs, including those owned by the school district and MNDOT). A breakdown of BMPs by type, ownership (public/private) and those to be inspected are listed in the attached Table 1.
4. Update BMP inspection data entry forms based on discussion with City staff. This will include a discussion about goals to help determine the correct factors and observations that should be included in the inspection protocol.
5. Update AGOL map to be used on the iPad Collector Application. These updates will be required to implement any changes made to the database and data entry forms identified above.

Task 2: AGOL dashboard updates

The activities described in this task will be coordinated with the AGOL dashboard updates included in the separately-contracted public BMP inspection project to ensure consistency and avoid duplication in efforts.

Barr will update the AGOL dashboard to display the completion status of inspection activities. A preliminary dashboard was developed in 2020 to help track and summarize BMP inspection status. Improvements to the dashboard will be made to better understand which, and at what frequency, BMPs require inspection as well as which ones require maintenance. Subtasks include the following:

1. Meet with City staff to identify requirements for inspection tracking (same meeting as the meeting described in Task 1.2).
2. Update dashboard display to more clearly illustrate the number of each BMP type that requires inspection as well as the percent of inspections completed.
3. Add tabular view to see a list of BMPs that still require inspection and those with inspection complete.
4. Add dashboard display to show BMP condition and maintenance urgency.

Task 3: Private BMP inspection preparation

Concurrently with Tasks 1 and 2 in winter/early spring 2022, Barr will prepare for inspections by performing the following subtasks:

1. Collect and review any BMP as-builts, maintenance agreements, and repair records. We assume as-builts will be available for all BMPs (underground systems, at a minimum). The City will also provide an updated parcel list that identifies BMP ownership, assuming that the City may have more up-to-date information than the Hennepin County parcel data.
2. Meet with City staff to discuss site inspection protocol and coordination including, but not limited to, site access and notifications to BMP owners. This meeting will take place in winter/early spring 2022 in advance of any inspections. At this meeting we will discuss the protocol for following-up with BMP owners after inspections (this topic will also be revisited at the meeting in Task 4.4).
3. Barr will prepare draft inspection notification letters for City staff to place on City letterhead and mail to property owners in advance of inspections, in the spring. We assume that the City will provide the list of individuals or organizations that need to be notified and that the City will mail

the final letters. This task also includes a brief check-in with the watershed districts to discuss the planned inspections.

Task 4: Private BMP inspection and maintenance recommendations

At the conclusion of Task 3, Barr will begin BMP inspections to identify maintenance needs at each, if applicable. We will inspect each BMP for structural concerns, general functional/operational issues, debris/sediment accumulation, and other factors as agreed upon with City staff. This will include inspections at 110 privately-owned BMPs at 73 sites as shown in Table 1. Subtasks include the following:

1. In the summer, Barr staff will inspect each BMP on the list following the predefined inspection form for a number of conditions that can impact functionality including, but not limited to, sedimentation and erosion, slow infiltration/filtration rates, and failing infrastructure such as aging catch basins or other outlet structures. Barr staff trained in National Association of Sewer Service Companies (NASSCO) inspection protocols will lead or oversee the inspections and provide observations of structural elements consistent with NASSCO terminology and rating systems (e.g., "Reinforcement Visible", "Multiple Cracks").

   Other site features such as surrounding pavements and associated plantings or trees will also be assessed and documented. For the purposes of the cost estimate, we have assumed those BMPs identified in Table 1 will be inspected.

   Inspections will be timed to be approximately 3-5 days after a rain event of at least 1 inch so that infiltration and filtration BMPs can be evaluated for drawdown, assuming site access and notification requirements will allow for this. Each inspection includes up to 2 Barr staff (due to safety reasons with many of the BMPs located in parking lots) inspecting each site for approximately 1 hour onsite.

2. Maintenance recommendation – we will review field-collected notes/photos and recommend maintenance needs. A brief 2-5 sentence narrative describing the recommended maintenance will be provided as well as a recommended timeframe for completion of maintenance. Each maintenance activity will be assigned both a frequency (single event, monthly, quarterly, annually, etc.) and an urgency (immediately, this month, this year, 1-2 years, 2-5 years, 5-10 years). Finally, a rating consistent with the NASSCO approach will be used, on a rating scale of 1 to 5, and a qualitative assessment on the spectrum of "Good" to "Urgent".

3. A draft one-page summary of each BMP inspection will be prepared and provided to the City within 2 weeks of the inspection. These will be finalized and included in the final report in Task 5 as an appendix.

4. Mid-inspection meeting: Barr will facilitate a meeting with the City in the late spring/early summer after the first 2-3 weeks of inspections to look at inspection findings and confirm the inspection protocol is meeting the project goals. This meeting could be coordinated with the meeting to discuss progress on the separately-contracted public BMP inspections. This meeting may involve watershed district staff depending on identification of BMP maintenance concerns. This meeting will also include continued discussion (from the meeting in Task 3.2) regarding the protocol for following-up with BMP owners after inspections.

5. Barr will assist the City (and watershed district, if necessary) in preparing communication to follow-up with private BMP owners. The communication will include acknowledgement that the BMP inspection has occurred, the BMP inspection summary one-pager, and BMP maintenance recommendations/requirements (if necessary). We assume that the City will coordinate all direct communications with the BMP owners.
6. A final meeting at the conclusion of inspections and BMP owner follow-up will be held with the City and watershed districts to discuss the inspection protocol and identify lessons learned that can be incorporated into the final reporting in Task 4 and improve the program for 2023.

Task 5: Reporting and recommendations

1. Barr will prepare a report summarizing the work performed and findings and recommendations.
2. In an appendix to the report, Barr will include the one-page summary inspection report for each inspected private BMP location. The one-page summary reports will include a summary of data collected during the inspection including photos and any inspection follow-up that occurred. As noted in 4.3 above, these inspection reports and recommendations will also be provided within 2 weeks of the inspection so that action on inspection recommendations can be taken, if necessary.
3. Comments on findings and recommendations for inspection and maintenance activities, inspection and maintenance frequency and recommended completion dates will be included with the summary report. The report will make provide an assessment of the water quality function of each inspected BMP.
4. The report will include recommendations to improve the inspection collection, reporting, and property owner notification process for 2023. The report will include lessons learned from the 2022 inspection and reporting.

Cost Estimate

As mentioned above, for cost estimating purposes, we've assumed the BMPs listed in Table 1 will be inspected. Any additional work not included in this scope of work document will be discussed with City staff prior to proceeding with the work. In addition, we will provide regular project status and budget updates to City staff and will not exceed $95,000 without authorization from the City.

Schedule

The expected schedule and approximate cost for each of the above tasks are listed in the table below. Please note that the cost estimate for each task below includes project management and associated meetings.

Task	Estimated Schedule	Labor Fees	Expenses	Total Fees	Deliverable
1. BMP Inspection App Updates	January-February 2022	$5,000	--	$5,000	ArcGIS Collector application for City
2. Update AGOL Dashboard	March 2022	$4,000	--	$4,000	AGOL Dashboard updated to show inspection and maintenance completion status.
3. Inspection Preparation	January-June 2022	$17,000	--	$17,000	Draft notification letters
4. BMP Inspections	June–September 2022	$53,000	$2,000	$55,000	Weekly email update of completed inspections. Final inspection summaries within 2 weeks of inspection.
5. Reporting/ Recommendations	September–November 2022	$14,000	--	$14,000	One page inspection summary for each of the BMP locations. Including maintenance recommendations.
6. TOTAL		**$93,000**	**$2,000**	**$95,000**	

Project Team

To ensure consistency in approach, the key project team members are the same as for the separately-contracted public BMP inspection project, and include:

Nathan Campeau, principal in charge. Nathan has 17 years of stormwater design, operations, and maintenance experience. Nathan is registered Professional Engineer, NASSCO certified, and Envision accredited.

Aaron Mielke, project manager. Aaron has 15 years of GIS application development and infrastructure database experience, helping to develop and manage inspections and data collection.

Sarah Stratton, technical advisor. Sarah has over 20 years of stormwater management experience, much of that working with the City of Edina. Sarah will provide continuity and coordination between the several ongoing stormwater-related projects within the City.

Josh Phillips and Tyler Olsen inspection leads. Josh and Tyler are water resources engineers that each have several years of infrastructure operations and inspection services, focusing on above and belowground water quality stormwater systems.

Maureen McFarlane GIS application developer. Maureen has several years of web and GIS application development experience and has assisted several cities and watershed organizations with AGOL development.

Barr will complete the proposed scope of work in accordance with the Master Agreement for Professional Engineering Services. We appreciate the opportunity to continue providing engineering services to the City of Edina and look forward to working with you on this project.

If the proposed scope of services is satisfactory, please sign a copy of this letter in the space provided and return it to us at your earliest convenience. If you have any questions about the scope of services, please contact Aaron Mielke (Project Manager) at 952-832-2965 or amielke@barr.com or Nathan Campeau at 612-710-8140 or ncampeau@barr.com.

Sincerely yours,

BARR ENGINEERING CO.

_____

Nathan Campeau, Vice President

Accepted this _____ day of _____, 20____

City of Edina

By _____

Its _____

Table 1: Edina Non-City-Owned BMPs 12/13/2021

UniqueID	Type	Address	Owner
FI_003	Filtration	4500 FRANCE AVE S	Private
IN_002	Infiltration Basins and Trenches	5120 EDINA INDUSTRIAL BLVD	Private
IN_007	Infiltration Basins and Trenches	5995 LINCOLN DR	Private
IN_006	Infiltration Basins and Trenches	5995 LINCOLN DR	Private
IN_008	Infiltration Basins and Trenches	6950 FRANCE AVE S	Private
IN_009	Infiltration Basins and Trenches	6950 FRANCE AVE S	Private
IN_010	Infiltration Basins and Trenches	6950 FRANCE AVE S	Private
IN_011	Infiltration Basins and Trenches	7399 METRO BLVD	Private
PO_006	Pond	6300 COLONIAL WAY	Private
PO_007	Pond	4100 Minnesota Dr	Private
PO_021	Pond		MN DOT
RG_001	Rain Garden	Dewey Hills	Private
RG_002	Rain Garden	6324 TINGDALE AVE	Private
RG_003	Rain Garden	5912 WALNUT DR	Private
RG_004	Rain Garden	5904 WALNUT DR	Private
RG_011	Rain Garden	5900 WALNUT DR	Private
RG_005	Rain Garden	5013 CLOVER RIDGE	Private
RG_006	Rain Garden	5800 STUART AVE	Private
RG_007	Rain Garden	5404 EDENMOOR ST	Private
RG_008	Rain Garden	5505 DONCASTER WAY	ISD
RG_022	Rain Garden	6424 WILLOW WOOD RD	Private
RG_009	Rain Garden	6617 BRITTANY RD	Private
RG_010	Rain Garden	6833 OAKLAWN AVE	Private
RG_012	Rain Garden	7151 York Ave	Private
RG_013	Rain Garden	7151 York Ave	Private
RG_014	Rain Garden	Tracy Ave	Private
RG_015	Rain Garden	Tracy Ave	Private
RG_021a	Rain Garden	7000 Cornelia Dr	ISD
RG_021b	Rain Garden	7000 Cornelia Dr	ISD
RG_023	Rain Garden	7401 York Ave S	Private
RG_024a	Rain Garden	5140 HANKERSON AVE	Private

RG_024b	Rain Garden	5140 HANKERSON AVE	Private
RG_025	Rain Garden	6308 WARREN AVE	Private
RG_026	Rain Garden	8050 78TH ST W	Private
RG_027	Rain Garden	6101 BLAKE CIR	Private
RG_028	Rain Garden	6109 BLAKE CIR	Private
RG_030	Rain Garden	6401 GLEASON RD	ISD
RG_031	Rain Garden	4412 Valley View Rd	Private
RG_032	Rain Garden	4015 INGLEWOOD AVE	Private
RG_033	Rain Garden	6500 FRANCE AVE S	Private
RG_034	Rain Garden	6500 FRANCE AVE S	Private
RG_035	Rain Garden	6800 YORK AVE S	Private
RG_036	Rain Garden	6800 YORK AVE S	Private
RG_037	Rain Garden	6800 YORK AVE S	Private
UI_001a	Underground Infiltration	3451 Parklawn Ave	Private
UI_001b	Underground Infiltration	3451 Parklawn Ave	Private
UI_001c	Underground Infiltration	3451 Parklawn Ave	Private
UI_001d	Underground Infiltration	3451 Parklawn Ave	Private
UI_001e	Underground Infiltration	3451 Parklawn Ave	Private
UI_001f	Underground Infiltration	3451 Parklawn Ave	Private
UI_001g	Underground Infiltration	3451 Parklawn Ave	Private
UI_003a	Underground Infiltration	5240 HIGHWOOD DR W	Private
UI_003b	Underground Infiltration	5240 HIGHWOOD DR W	Private
UI_003c	Underground Infiltration	5240 HIGHWOOD DR W	Private
UI_003d	Underground Infiltration	5240 HIGHWOOD DR W	Private
UI_007	Underground Infiltration	7121 France Ave S	Private
UI_006	Underground Infiltration	7121 France Ave S	Private
UI_005	Underground Infiltration	7121 France Ave S	Private
UI_008	Underground Infiltration	7161 France Ave S	Private
UI_010	Underground Infiltration	GALLAGHER DR	Private
UI_015	Underground Infiltration	6801 FRANCE AVE S	Private
UI_012	Underground Infiltration	6500 FRANCE AVE S	Private
UI_013	Underground Infiltration	3200 SOUTHDALE CIR	Private
UI_011	Underground Infiltration	5220 EDEN AVE	Private
UI_014	Underground Infiltration	6950 FRANCE AVE S	Private

UI_016	Underground Infiltration	7725 WASHINGTON AVE S	Private
UI_017	Underground Infiltration	5633 TRACY AVE	Private
UI_018	Underground Infiltration	5639 TRACY AVE	Private

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.J.

To: Mayor and City Council

Item Type:
Request For Purchase

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

Item Activity:
Action

Subject: Request for Purchase: Pedestrian Bridge for Hole #16
Braemar Golf Course

ACTION REQUESTED:
Approve request for purchase for a pedestrian bridge for hole #16 at the Braemar Golf Course with Contech Engineered Solutions for $39,796.

INTRODUCTION:
Golfers that choose to walk Braemar Golf Course slow the speed of play at hole #16 due to the length of the cart path around a water hazard. This pedestrian only bridge will provide a direct path to the 16th green and increase the speed of play that will allow more customers on the course each day.

ATTACHMENTS:

Request for Purchase: Pedestrian Bridge

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200023**

Request for Purchase

Department: Engineering
Buyer: Chad Millner
Date: 01/07/2022

Requisition Description: Pedestrian Bridge Hole #16 Braemar Golf Course

Vendor: Contech Engineered Solutions
Cost: $39,796.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

Speed of play is reduced due to the the length of the pedestrian path to get to the 16th Hole. It creates a bottleneck for players to complete their round and limits how many players the course can handle per day. This pedestrian bridge will allow walkers a direct path to the 16th hole and speed play. Speeding play will allow Braemar Golf Course to have more daily players.

This request for purchase is for the actual bridge structure. There will be a seperate foundation contract.

BUDGET IMPACT:

This project is funded from the Golf Enterprise Fund.

COMMUNITY IMPACT:

Speeding play will allow Braemar Golf Course to have more daily players.

ENVIRONMENTAL IMPACT: NA

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.K.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Grace Hancock, Sustainability Manager

Item Activity:
Action

Subject: Request for Purchase: Six Electric Vehicle Chargers

ACTION REQUESTED:
Approve Request for Purchase for six electric vehicle chargers from Carbon Day for $55,382.

INTRODUCTION:
The electric vehicle (EV) charger purchases complement City efforts to implement its Green Fleet policy and reduce emissions from City transportation fleet 30% by 2025 and 45% by 2030.

In 2022, the City will install two dual-port fleet-only EV charging stations in the Police Department garage at City Hall to accommodate near-term police EV purchases. It will continue its successful rollout of EV chargers that can charge City fleet vehicles or public vehicles by installing two additional dual-port chargers in the City Hall parking lot and one in the Public Works parking lot. One City Hall charger will replace a defunct Greenlots branded charger, for which the City is receiving a discounted price on the replacement Chargepoint charger. The fourth fleet/public EV charger will be installed at one of the City's Enterprise facilities this year to expand coverage for City fleet vehicle charging as well as to provide a new public benefit at these facilities.

All charging stations will allow fleet vehicles to charge through the Chargepoint network, so that vehicle use and efficiency can be tracked and metrics analyzed to determine progress on goals.

Carbon Day is under State of MN Procurement Cooperative Purchasing Opportunities contract #E-108(5).

ATTACHMENTS:

Request for Purchase: Six Electric Vehicle Chargers

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200025**

Request for Purchase

Department: Engineering
Buyer: Grace Hancock
Date: 01/11/2022

Requisition Description: Six EV chargers to support fleet electrification.

Vendor: CARBON DAY AUTOMOTIVE
Cost: $55,382.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: STATE K - STATE CONTRACT

DESCRIPTION:

Request to purchase six electric vehicle chargers to support fleet electrification.

BUDGET IMPACT:

This purchase is funded by the Conservation and Sustainability(CAS) Fund. CAS Fund supports expenses that reduce Edina's greenhouse gas emissions and climate action plan goals.

COMMUNITY IMPACT:

Four of the electric vehicle chargers will offer public access as well as City fleet.

ENVIRONMENTAL IMPACT:

This purchase will accelerate City fleet electrification and reduce vehicle emissions.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.L.

To: Mayor and City Council

Item Type: Other

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

Item Activity: Action

Subject: Receive Petition for Design and Bid of Private Fence on McCauley Trail

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ACTION REQUESTED:
Receive petition to design and solicit bids for a private fence of multiple heights and materials along McCauley Trail.

INTRODUCTION:
Staff recommends referring the petition to the Engineering Department for consideration.

ATTACHMENTS:

Petition

Petition Background

City of Edina, Minnesota
CITY COUNCIL
4801 West 50th Street • Edina, Minnesota 55424
(952) 927-8861 • (952) 927-7645 FAX • (612) 927-5461 TDD

DATE RECEIVED:

PETITION TO THE CITY COUNCIL

- ☐ SIDEWALK
- ☐ ALLEY PAVING
- ☐ WATER MAIN
- ☐ STORM SEWER
- ☐ SANITARY SEWER
- ☐ STREET LIGHTING
- ☐ CURB AND GUTTER ONLY
- ☐ PERMANENT STREET SURFACING WITH CURB AND GUTTER
- ☒ OTHER: Fence/Wall

To the Mayor and City Council:

The persons who have signed this petition ask the City Council to consider the improvements listed above to the locations listed below.

McCauley Trail W. between Timber Trail and 6535 McCauley Trail W.
LOCATION OF IMPROVEMENT BY STREET NAME — ADDRESS — ADDRESS

between and
LOCATION OF IMPROVEMENT BY STREET NAME — ADDRESS — ADDRESS

between and
LOCATION OF IMPROVEMENT BY STREET NAME — ADDRESS — ADDRESS

between and
LOCATION OF IMPROVEMENT BY STREET NAME — ADDRESS — ADDRESS

IMPORTANT NOTE: THE PERSONS WHO HAVE SIGNED THIS PETITION UNDERSTAND THAT THE CITY COUNCIL MAY ASSESS THE COSTS OF THESE IMPROVEMENTS AGAINST THE PROPERTIES BENEFITING FROM THE IMPROVEMENTS IN AMOUNTS DETERMINED BY THE COUNCIL AS AUTHORIZED BY CHAPTER 429, MINNESOTA STATUTES.

PROPERTY OWNER'S SIGNATURE	OWNER'S NAME (PRINTED)	PROPERTY ADDRESS (PRINTED)
David L. Mona	David L. Mona	6328 Timber Trail
(In Covid quarantine)	Susan Tsakakis	6408 McCauley Circle
Pat + Jeff Stewart	Pat + Jeff Stewart	6541 McCauley Tr. W.
Liz + Mark LaVigne	Liz + MARK LaVigne	6539 McCauley Tr. W.
(By phone from Arizona)	Bill Abraham	6535 McCauley Tr. W.

This petition was circulated by:

Dave + Linda Mona — 6328 Timber Trail — [redacted]
NAME — ADDRESS — PHONE

There is space for more signatures on the back.

APRIL 2008

PROPERTY OWNER'S SIGNATURE	OWNER'S NAME (PRINTED)	PROPERTY ADDRESS (PRINTED)
[illegible]	Steve & Sarah Kumagai	6327 Timber Trail
[illegible]	Henry Stray Cornelius	6322 Timber Trail
[illegible]	Steven & Gwen Starr	6305 Timber Trail
[illegible]	Kathy Venegas	6406 McCauley Circle
[illegible]	Heidi E. Kapucinskas	6309 Timber Trail
[illegible]	David Berglund	6309 Timber Trail
[illegible]	David Nelson +	6411 McCauley Circle
[illegible]	Stephanie Nelson	6411 McCauley Cir.
[illegible]	Brad Simmons	6537 McCauley Trail W
[illegible]	Mary Simmons	6537 McCauley Tr. W
[illegible]	MEGAN KAVANAUGH	6543 McCauley Trl W
[illegible]	DAVE KNETTEL	6543 McCauley W
[illegible]	Roy Surbey	6319 Timber Trail
[illegible]	Christine Surbey	6319 Timber Trail
[illegible]	Michael P. Ramme	6401 McCauley Circle
[illegible]	JEFF H. ECKLAND	6306 McIntyre Pointe
[illegible]	DEBORAH C. ECKLAND	6306 McIntyre Pointe
[illegible]	Gary Pedersen	6302 McIntyre Pointe
[illegible]	Ruth Pedersen	6302 McIntyre Point
Linda Mona	LINDA MONA	6328 Timber Trail

This petition was circulated by:

Dave & Linda Mona	6328 Timber Trail	[redacted]
NAME	ADDRESS	PHONE

The Minnesota Data Practices Act requires that we inform you of your rights about the private data we are requesting on this form. Under the law, your telephone number is private data. This petition when submitted will become public information. There is no consequence for refusing to supply this information.

You may attach extra pages with signatures.

APRIL 2008

Edina Petition Backgrounder

An 8-foot tall wooden wall was built by a local contractor along a 375-foot section of W. McCauley Trail just west of Gleason and adjacent to Crosstown Highway 62. The wall, which is at least 30 years old, is an eyesore and is beyond repair.

Neighbors have had two meetings with Edina's Chad Millner to discuss options to replace that wall. At the most recent meeting we learned that Edina this year will be building a sidewalk/path that would run alongside that wooden wall. It would make great sense to do the projects at the same time.

There is substantial support for a new wall among residents of McCauley Trial and adjacent Timber Trail. Most of the signatures on the petition come from neighbors who understand that they would be assessed for the cost of a new wall which would be built at the same time as the new sidewalk/path.

The signers have questions about the cost of a new wall at various heights of 8. 10 and 12 feet and various materials such as wood, concrete or a combination.

In planning for this request we found significant interest in a wall among residents residing west of CrossView Lutheran Church. A handful of these residents also have signed the petition in hopes they could rally additional support among their neighbors once they know the cost per lineal foot.

This petition asks the city to gather bids so that we can move ahead with a decision to build the proposed wall yet in 2022.

Thank you for your consideration.

--Dave and Linda Mona

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.M.

To: Mayor and City Council

Item Type: Report / Recommendation

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

Item Activity: Action

Subject: Approve First Amendment to Lease for Communication Facility Agreement at Creek Valley School Park, 6301 Gleason Rd

---

ACTION REQUESTED:
Approve First Amendment to Lease for Communication Facility Agreement at Creek Valley School Park, 6301 Gleason Rd.

INTRODUCTION:
This amendment will allow T-Mobile to lease a portion of their pole to Dish Network. Additional antennas will be placed on the pole and additional equipment will be placed within the fenced and screened equipment area. The amendment has been reviewed by legal counsel.

Staff supports this amendment.

ATTACHMENTS:

Staff Report: First Amendment to Lease

First Amendment to Lease for Communication Facility Agreement

Original Lease Agreement

Location Map

Proposed Plans

STAFF REPORT

Date: January 19, 2022

To: Mayor and City Council

From: Addison Lewis, Residential Redevelopment Coordinator

Subject: First Amendment to Lease for Communication Facility Agreement at Creek Valley School Park, 6301 Gleason Rd

Information / Background:

Crown Castle USA has requested an amendment to the original Lease for Communications Facility Agreement, dated January 1, 2015, for communications equipment located within Creek Valley School Park (6301 Gleason Rd). The request is on behalf of T-Mobile USA Tower LLC (lessee).

T-Mobile currently owns and maintains communications equipment at the site within a 900 sq. ft. leased area, which includes a 75' monopole. The purpose of the amendment is to allow T-Mobile to sublease a portion of the leased area to Dish Network Corporation, which is launching a new wireless network. The plans show three antennas to be added to the tower, below the existing T-Mobile antennas, as well as the installation of some ground level equipment. All equipment will be contained within the existing leased area, which is enclosed with fencing and is well screened on most sides. The additional equipment should not result in a significant change in the appearance of the site. A building permit will be required prior to the installation.

As compensation for the ability to sublease, the annual rent paid to the city will increase by $4,800, which is an 18.5% increase. The rent would continue to increase annually as stated under Section 3 of the original lease.

Recommended Action:

Staff recommends approval of the First Amendment to Lease for Communication Facility Agreement as proposed.

Attachments:

1. First Amendment to Lease for Communication Facility Agreement
2. Location Map
3. Proposed Plans
4. Lease for Communication Facility Agreement (original lease)

FIRST AMENDMENT TO
LEASE FOR COMMUNICATION FACILITY AGREEMENT

THIS FIRST AMENDMENT TO LEASE FOR COMMUNICATION FACILITY AGREEMENT (the "First Amendment") is made effective this ____ day of _____, 2021 ("Effective Date"), by and between CITY OF EDINA, a Minnesota municipal corporation f/k/a Village of Edina (hereinafter referred to as "Landlord") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease for Communication Facility Agreement dated January 1, 2015 (the "Lease") whereby Tenant leased certain real property, together with access and utility easements, located in Hennepin County, Minnesota from Landlord (the "Leased Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Leased Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on January 1, 2015 and expired on December 31, 2019. The Lease provides for four (4) extensions of five (5) years each, one (1) of which was exercised by Tenant. According to the Lease, the final extension expires on December 31, 2039; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Consent to Sublease. In accordance with Section 15 of the Lease, Landlord hereby acknowledges and agrees to the sublease of a portion of the Leased Premises to Dish Network Corporation or an affiliate or subsidiary (the "Dish Subtenant") for purposes of installation, maintenance and replacement of equipment, antennas, cables, fiber, and related accessories on the Leased Premises for the operation of a wireless communications facility thereon. In accordance with Section 9 of the Lease, Landlord hereby consents to the installation, maintenance, and replacement of such equipment as set forth on Exhibit A attached hereto. As used herein, the term "sublease" includes any arrangement by which a third party can collocate its equipment at the Leased Premises, whether it is by sublease, license, easement or any other agreement or arrangement.

3. Dish Subtenant Fee. In addition to the Rent currently paid by Tenant to Landlord pursuant to the Lease, Tenant shall pay to Landlord a monthly fee for the Dish Subtenant equal to Four Thousand Eight Hundred and 00/100 Dollars ($4,800.00) per year ("Dish Subtenant Fee"), to be prorated on a monthly basis for any partial year. The first (1st) payment of the Dish Subtenant Fee shall be due on the first (1st) day of the month following the commencement of installation activities in the Leased Premises for the Dish Subtenant. The Dish Subtenant Fee shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the monthly rent set forth in the Lease, as amended, for so long as such Dish Subtenant Fee is payable to Landlord as set forth herein. If the sublease with the Dish Subtenant expires or terminates for any reason other than a default by Tenant, Tenant shall no longer be obligated to pay a Dish Subtenant Fee for such Dish Subtenant. Tenant shall provide Landlord notice at least thirty (30) days in advance of any such termination. In consideration of the Dish Subtenant Fee, Landlord hereby waives the requirement under Section 9 of the Lease that would have otherwise required the Dish Subtenant to enter a separate ground lease with Landlord. For avoidance of doubt, the Dish Subtenant Fee satisfies any payment obligation under Section 9 of the Lease.

4. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Leased Premises and any access and utility easements associated therewith. Tenant shall only with the approval of the Landlord be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

5. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.

b) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Lease as amended hereby.

6. Notices. Tenant's notice address as stated in Section 19 of the Lease is amended as follows:

If to Tenant:
T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:
T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

7. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

10. Memorandum of Lease. Landlord and Tenant agree that upon the request of the Landlord or Tenant to sign a memorandum of this First Amendment in the form acceptable to both parties which may be recorded in the Office of the Hennepin County Recorder by either party.

[Signature pages follow]

Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:
CITY OF EDINA, a Minnesota municipal corporation f/k/a Village of Edina

BY:_____
Its Mayor, James B. Hovland

AND_____
Its City Manager. Scott Neal

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its regular meeting of January 19, 2022, and as recorded in the Minutes of said Meeting.

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

_____
City Clerk

[Tenant Execution Page Follows]

This First Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE USA TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

Exhibit A
(Dish Construction Drawings)

Site Name: Edina (Creek Valley)
Business Unit #: 823886

LEASE FOR COMMUNICATION FACILITY AGREEMENT
(Renewal)

by and between

CITY OF EDINA

and

T-MOBILE USA TOWER LLC

Dated as of January 1, 2015

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL, KNUTSON
Professional Association
1380 Corporate Center Curve, Suite 317
Eagan, Minnesota 55121
Telephone: (651) 452-5000
[JFK]

LMK Date 2515
823886 513365

Site Name: Edina (Creek Valley)
Business Unit #: 823886

LEASE FOR COMMUNICATION FACILITY AGREEMENT (Renewal)

This **Lease for Communication Facility Agreement** ("Lease") is entered into as of January 1, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("Landlord"), whose address is 4801 West 50th Street, Edina, Minnesota 55424, and **T-MOBILE USA TOWER LLC,** a Delaware limited liability company, ("Tenant"), whose address is 12920 Southeast 38th Street, Bellevue, WA 98006.

Recitals

WHEREAS, the Landlord is the owner of certain property located on Gleason Road in Edina, Minnesota 55424 known as "Creek Valley Park", as legally described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, Landlord and ATP Minneapolis, Inc. ("Original Tenant") entered into a Lease for Communication Facility made and effective as of August 1, 1996 ("Original Lease") which Original Lease was amended as of December 31, 1996 pursuant to the First Amendment to Lease for Communication Facility ("First Amendment of Lease") and further amended on February 17, 1999 pursuant to the Second Amendment to Lease for Communication Facility ("Second Amendment of Lease") (the First Amendment of Lease and Second Amendment of Lease are hereinafter jointly referred to as "Amendments of Lease"), wherein Landlord leased nine hundred square feet (900 sq. ft.) of space on the Property, as legally described on Exhibit "A" and depicted on the "Plot Plan" attached hereto as Exhibit "B" ("Leased Premises") to Original Tenant for Original Tenant to install a seventy-five foot (75') monopole ("Monopole") with nine (9) antennas ("Antennas") located thereon, for Original Tenant's communication equipment cabinets ("Tenant's Communication Equipment"), the Monopole,

Antennas and Original Tenant's Communication Equipment, located within the Leased Premises, are hereinafter jointly referred to as "Tenant's Communication Facility"; and Landlord further granted to Original Tenant an easement over and under the Property as legally described in Exhibit "A" and shown on the Plot Plan ("Access Easement") to allow Original Tenant to install, remove, replace, operate, maintain and repair Tenant's Communication Facility, including the running of electric lines and telephone lines and Tenant's Communication Equipment; and

WHEREAS, T-Mobile Central, LLC ("T-Mobile Central"), as successor in interest to the Original Tenant, assigned the Original Lease, as amended by the Amendments of Lease , to Tenant on November 26, 2012 pursuant to a "Memorandum of Assignment and Assumption Agreement" ("Assignment of Lease"), wherein T-Mobile Central sold, conveyed, assigned and transferred T-Mobile Central's interest in the Original Lease, as amended by the Amendments of Lease, to Tenant and Tenant accepted the sale, conveyance and transfer of T-Mobile Central's interest in the Original Lease, as amended by the Amendments of Lease, and assumed and agreed to pay, perform and discharge all of the liabilities of T-Mobile Central under the Original Lease; and

WHEREAS, the Original Lease expires by its terms on December 31, 2014 and Tenant has requested that Landlord enter into a new lease with Tenant effective as of January 1, 2015 for the "Leased Premises" so that Tenant may continue to use Tenant's Communication Facility and the non-exclusive Access Easement, as hereinafter defined; and

WHEREAS, the Landlord is agreeable to leasing and does hereby agree to lease to the Tenant the Leased Premises so that Tenant may continue to use the Tenant's Communication Facility, the non-exclusive Access Easement over the Property for Tenant's continued ingress and egress to the Leased Premises, along with the electric lines and telephone lines and related

equipment to Tenant's Equipment Cabinets ("Utilities") subject to the terms, covenants and conditions of this Lease.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though they were set forth in the body hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROPERTY AND PREMISES. Subject to the following terms and conditions, Landlord agrees to and hereby does lease to Tenant the Leased Premises for Tenant's use of the Monopole and related equipment and improvements for Tenant's Communication Facility, subject to all other existing easements and leases for space on the Property together with the non-exclusive Access Easement for the, for ingress and egress and for the Utilities on, over and under the Property as legally described in Exhibit "A". The primary purpose of Landlord's ownership of the Property is to operate a public park.

2. TERM. The initial term of this Lease shall be five (5) years ("Initial Term"), commencing on January 1, 2015("Commencement Date"). Tenant shall have the right to extend this Lease for four (4) additional five (5) year terms (each, a "Renewal Term") subject to the terms of this Lease. The Renewal Terms of this Lease shall be on the same terms and conditions as set forth herein except for rental adjustments as provided in Paragraph 3, Rent, below. This Lease shall be automatically renewed for each of the Renewal Terms unless Tenant gives Landlord written notice of Tenant's intention not to renew this Lease at least ninety (90) days prior to the expiration of the Initial Term or any applicable Renewal Term.

3. RENT AND ADDITIONAL COSTS AND EXPENSES.

a. Tenant shall pay Landlord, as and for rent, the following sums at the time stated herein ("Rent")":

Based on Tenant's Communication Facility currently located on the Property, the monthly rent on the Commencement Date of this Lease shall be One Thousand Six Hundred Seventy-five and No/100 Dollars ($1,675.00) which monthly Rent shall be paid annually in advance on or before the first day of January of each year of this Lease, with the first such annual payment due on or before January 1, 2015.

b. The Rent shall be increased each year on January 1st beginning on January 1, 2016, by an amount equal to the increase in the Consumer Price Index ("CPI") as provided below. In no event shall the increase in Rent calculated for any one (1) year period of the Lease be less than three and one-half percent (3.5%) or greater than five percent (5%) of the Rent for the preceding year of the Lease. The Rent shall never be decreased.

The CPI shall mean the "Consumer Price Index for All Urban Consumers, All Cities, All Items (1984 = 100)" as published by the United States Department of Labor, Bureau of Labor Statistics or, if such index shall be discontinued, the successor index thereto or, if there shall be no successor index, such comparable index as shall be mutually agreed upon by the parties. To determine the annual rental increase to be paid by Tenant, the annual rental for the previous year shall be multiplied by the percentage increase in the "unadjusted" CPI (not seasonally adjusted) for the twelve (12) month period ending in June of the previous year. Landlord shall be responsible for communicating all Rent increases to Tenant.

c. If this Lease is terminated according to its terms, other than for termination of the Lease for nonpayment of Rent or other Tenant's default and Tenant has prepaid the Rent, the Tenant shall be entitled to a refund on a prorated basis, based on a thirty day month, as of the date of termination of this Lease.

d. In addition to Rent, Tenant agrees to timely pay its pro rata share of any real estate taxes or personal property taxes in lieu of real estate taxes required by any governmental body having jurisdiction over the Property as a result of this Lease.

e. Tenant shall pay a late fee of One Hundred Dollars ($100.00) if the Rent is not paid within thirty (30) days of the due date.

4. GOVERNMENTAL APPROVAL CONTINGENCY.

a. Approvals. Tenant's right to use the Leased Premises and the Access Easement as provided in this Lease is expressly made contingent upon (i) Tenant's maintaining at Tenant's sole cost and expense all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority for Tenant's use of the Leased Premises (individually, a "Governmental Approval" and collectively, the "Governmental Approvals"); and (ii) Tenant complying with the terms and conditions of this Lease. Landlord shall cooperate with Tenant in its efforts to obtain and/or retain all such Governmental Approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

b. Interference Study. If in the future Landlord experiences interference with the Landlord's Police, Fire, Emergency Medical, Public Works (SCADA System) and Park's Communications Systems ("Landlord's Communication Systems") and believes the interference to be from Tenant's Communication Facility, Tenant shall take immediate steps to correct the interference problem at its cost and expense as provided in Paragraph 6(a) hereof.

c. Non-approval. In the event that any Governmental Approval necessary under Subparagraph 4a above is rejected or if any permit, license or Governmental Approval currently issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority so that Tenant, in its sole discretion, is unable to use the

Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease as provided in Paragraph 11 hereof and be reimbursed for the Rent paid if made pursuant to Subparagraph 3a above. Notice of Tenant's exercise of its right to terminate this Lease shall be given to Landlord pursuant to Section 19 hereof. Except as required under Subparagraph 11(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

5. PERMITTED USES.

a. Subject to the terms of this Lease, the Leased Premises and the Access Easement may be used by Tenant solely for the following uses: (i) any lawful activity in connection with the provisions of wireless communication services including WiMAX/WiFi, the transmission and reception of radio communication signals; and (ii) for the purpose of constructing, installing, repairing, maintaining, removing, improving and operating the Tenant's Communication Facility, in accordance with this Lease and in accordance with the transmission and reception of microwave spectrum communication signals authorized for use of the Tenant by the Federal Communications Commission ("FCC"). This use is non-exclusive, and Landlord reserves the right to allow the Property to be used by others, provided they do not interfere with Tenant's use of the Tenant's Communication Facility. Tenant agrees to and shall comply with all ordinances, statutes and regulations of the Landlord and all other county, state and/or federal agencies.

b. The placement and/or location of the equipment of any Colocator, as hereinafter defined, on the Monopole or in the Leased Premises and the manner in which the applicable Colocators' equipment is constructed and installed, shall be subject to prior review and approval of Landlord and by a registered professional structural engineer ("Engineer") submitted to Landlord and its agents, which have approved the same. Landlord shall, at all times, use reasonable efforts to provide Tenant 24 hours a day, 7 days a week ingress, egress, and access to

the Tenant's Communication Facility over the Access Easement, subject to the terms of this Lease. Tenant will not allow any mechanics' or materialmen's liens to be placed against the Property as a result of Tenant's work on the Property.

Tenant shall have the right during the term of this Lease to access the Lease Premises, over the Access Easement, including vehicular access, for the repair, maintenance, improvement and operation of the Tenant's Communication Facility. If the Tenant, or any of Tenant's agents, contractors or other designees, damages the Property at any time during the term of this Lease, it shall immediately (within thirty (30) days), repair the Property to the conditions it was in prior to the Tenant, or any of Tenant's agents, contractors or other designees, damaging the same, including but not limited to the filling of all ruts in the grass or damage to asphalt caused by Tenant's, or any of Tenant's agents, contractors or other designees, equipment driving on the Property and shall re-seed or re-sod all grass areas and replace all other vegetation including trees and shrubs damaged by Tenant, such that the Property is in the same or substantially the same condition it was before said damage.

d. Tenant agrees that if Tenant's Communication Facility produces noise levels that cause a disturbance to the surrounding neighbors of the Property in excess of applicable law, Tenant will at its own expense install noise mitigating equipment or a buffer to meet State noise standards.

e. Tenant shall telephonically notify the Landlord of scheduled work on Tenant's Communication Facility that is to be done after 5:00 o'clock p.m. on business days, and any time on weekends and holidays. The notice shall be given to Landlord so that it is received at least forty-eight (48) hours in advance of the start of the scheduled work. In the case of Tenant's emergency work on Tenant's Communication Facility, Tenant shall telephonically notify the Landlord as soon as reasonably practicable.

f. **EXCEPT AS TO EMERGENCY WORK ON TENANT'S COMMUNICATION FACILITY WHERE COORDINATION IS NOT REASONABLY PRACTICAL, TENANT SHALL COORDINATE ALL WORK TO BE DONE ON TENANT'S COMMUNICATION FACILITY WITH THE LANDLORD'S "PARK DEPARTMENT" TO ENSURE THAT IT IS SCHEDULED AROUND ALL COMMUNITY ACTIVITIES, MAINTENANCE OF THE PARK AND/OR IMPROVEMENT PROJECTS OF THE LANDLORD IN THE PARK, SO AS NOT TO INTERFERE WITH THE FOREGOING.**

6. TENANT'S COMMUNICATION FACILITY.

a. Any facility, antenna, structure, equipment or other type of future improvement of Tenant's Communication Facility made by Tenant during this Lease installed by the Tenant on the Leased Premises, must be of a type and installed in such a manner as not to cause any diminution in the quality of the communication signal, transmission or reception (hereinafter "interference") of any governmental communication equipment installed by the Landlord or other public agency now or in the future on the Property or the property adjacent thereto ("Creek Valley School"). If any such interference is alleged by the Landlord and Landlord provides reasonable evidence that such interference is likely caused by Tenant's use or operation of the Leased Premises or any facilities, structures, equipment or other types of improvements installed thereon by Tenant, it shall be the immediate and affirmative duty of Tenant to diligently pursue a cure to eliminate all of the interference. If any such interference is alleged by Landlord and Landlord provides reasonable evidence that such interference is likely caused by Tenant's use or operation of the Leased Premises or Tenant's Communication Facility or any facilities, structures, equipment or other types of improvements installed thereon by Tenant, Tenant shall reimburse Landlord for its reasonable costs associated with conducting such interference studies.

Such reimbursement shall be made within thirty (30) days of Tenant's receipt of Landlord's invoice and documentation reasonably supporting such costs, in an amount not to exceed Five Thousand and 00/100 Dollars ($5,000.00).

The parties agree that if the interference, that is likely caused by Tenant's use or operation of the Leased Premises, warrants an emergency response, the Notice provision in Paragraph 19 shall not apply. Rather, Landlord shall provide notice of reasonable evidence that the interference is likely caused by the Tenant's use or operation of the Leased Premises verbally by telephone, facsimile or e-mail, whichever is determined by the Landlord to be the most immediate method of conveying such notice of reasonable evidence to Tenant, provided such notice by Landlord is in a form that is reasonably practical for Tenant to assess such alleged interference. Notice of reasonable evidence of Tenant's interference shall be phone, faxed, or e-mailed to the following:

Tenant's Emergency Responder	National Operations Center (NOC)
Telephone Number	800-788-7011
Email	noc.noc@crowncastle.com

Upon providing notice of reasonable evidence that any interference is likely caused by Tenant's use or operation of the Tenant's Communication Facility, Tenant shall send a qualified technician or representative to the Leased Premises within eight (8) hours from the time that the notice of reasonable evidence is provided by Landlord. The required eight (8) hour emergency response time under these circumstances is applicable 24 hours a day, 7 days a week. The qualified technician or representative shall be capable of assessing the situation and eliciting the necessary response, including any repairs, alterations or modifications to Tenant's Communication Facility.

If such interference cannot be cured within twenty-four (24) hours after the notice provided for in this Paragraph 6a, the Tenant shall immediately cease using or operating the Tenant's Communication Facility or any of its facilities, structures, equipment or other types of improvements installed thereon, until such interference is cured to the reasonable satisfaction of Landlord.

b. Tenant shall be solely responsible for any taxes on its personal property.

c. Tenant shall, at its sole cost and expense, maintain Tenant's Communication Facility and the Leased Premises in as close as reasonably possible to the condition they are in as of the Commencement Date, reasonable wear and tear accepted and shall further maintain during the term of this Lease, any fencing surrounding the Leased Premises and all landscaped areas in and around the fencing and the Leased Premises (e.g. weeding, adding mulch as needed and repairing the fence).

7. **UTILITY SERVICE AND ACCESS EQUIPMENT.** All of Tenant's electrical wires, telephone wires and related cables (coaxial cables) and related equipment installed on the Property and/or the Leased Premises shall be installed underground in the future except as permitted by the Landlord in writing and shall be installed on the Property and the Leased Premises, or within the Monopole according to the Landlord's applicable code, rules and regulations and all state codes, rules and regulations. Any future utilities shall be directionally bored and adjusted in the field to avoid potential impact to any existing trees and "hand dug" in any area or location where there are numerous existing utilities. Tenant shall provide Landlord with an as-built plan showing the exact location of all Utilities, installed by Tenant on the Leased Premises and/or the Property. Tenant shall furnish Landlord with pertinent information as to the exact type of AC power used by the Tenant. The Tenant agrees that upon the request of the Landlord, it will field locate all existing Utilities at Tenant's expense.

As partial consideration for Rent paid under this Lease, Landlord hereby grants to the Tenant an appurtenant non-exclusive easement for the Utilities where they are currently located and an appurtenant non-exclusive easement for ingress, egress, and access to the Leased Premises over the Access Easement. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Access Easement, provided such new location shall not materially interfere with the operations of Tenant's Communication Facility. The new Access Easement, provided hereunder, shall have the same term as this Lease. Notwithstanding the foregoing, the Landlord and Tenant acknowledge that part of the Tenant's current access is through the Creek Valley School parking lot and that if it is limited or prohibited in the future, the Landlord will provide an alternate easement for access, to the Leased Premises across the Landlord's property ("Alternate Access Easement"). The Alternate Access Easement shall be one of the Alternate Access Easements shown on the Plot Plan. Tenant shall be responsible for all construction cost related to the construction of this Alternate Access Easement and Landlord and Tenant agree to amend this Lease to reflect the Alternate Access Easement and shall legally describe the same in the amendment of the Lease.

8. ADDITIONAL LESSEE'S. Tenant acknowledges that Landlord may in the future lease a portion of the Property to other parties, so long as Landlord shall not itself, nor permit any new tenants or licensees to install equipment on the Property, if such equipment would cause interference with Tenant's operations of Tenant's Communication Facility.

9. ADDITIONAL TENANT FACILITIES AND/OR COLOCATORS.

Tenant may not add additional facilities, structures, equipment or other types of improvements, including equipment cabinets and/or antennas beyond those currently existing as part of the Tenant's Communication Facility without the prior written approval of the Landlord which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to

provide its written approval or disapproval of Tenant's request within thirty (30) days after Tenant submits plans and specifications setting forth the additional facilities, structures and equipment including, but not limited to, equipment cabinets, coaxial cables and/or antennas that Tenant intends to add, which plans and specifications, shall be in a form and substance acceptable to Landlord, Landlord's approval shall be deemed to have been provided to Tenant. If Landlord approves additional facilities, equipment or antennas on the Monopole or in the Leased Premises or on the Property, for other users or carriers ("Colocators"), Landlord and Tenant acknowledge and agree that Landlord shall have the exclusive right to lease space on the Property to the Colocators for the applicable Colocators' equipment including equipment cabinets and/or shelters, to the Colocators ("Colocators' Space") and Landlord may charge additional rent for any of said Colocators' equipment including equipment cabinets and/or shelters or other types of improvements of the applicable Colocator in the Colocators' Space. Tenant may lease antenna space on the Monopole to Colocators and also provide for the installation of related equipment, i.e. ice bridges, coaxial cable and utilities, etc. in the Leased Premises, but not lease space in the Leased Premises for any Colocators' equipment cabinets or shelters, subject to Landlord's approval as provided in this Lease and the Tenant shall be entitled to receive all of the rent from the Colocators for the Colocators antennas on the Monopole and related equipment. All Colocators leasing space from the Tenant on the Monopole must comply with all applicable rules, regulations, ordinances and procedures of the Landlord including executing an application for the use of the Monopole and the Colocators' equipment and enter into (i) a separate lease for the Colocators' Space and the Colocators' equipment cabinets and/or shelters and related equipment and utilities and access easements, with Landlord; and (ii) a separate Monopole lease and/or equipment lease for the Colocators' use of the Monopole and

related equipment located within the Leased Premises with Tenant. Tenant will be entitled to retain all Monopole rents or other rents from the Colocators for use of the Leased Premises.

Tenant agrees to enter into an "Escrow Agreement" in a form and substance acceptable to Landlord wherein Tenant shall deposit with Landlord the amount of Five Thousand Dollars ($5,000.00), at the time, that Tenant proposes to make any alteration or modification of, or addition to, the Tenant's Communication Facility whether by Tenant or any Colocator pursuant to this Lease, to be used by Landlord to reimburse Landlord for all costs incurred by the Landlord in connection with any such alteration, modification of, or addition to, the Tenant's Communication Facility or a Colocator pursuant to this Lease including, but not limited to, plan review, structural review, site meetings, inspection time, and as-built updating because of Tenant's changes, including attorney's fees for drafting and/or reviewing documents.

10. DEFAULT. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this lease:

a. If Tenant fails to pay amounts due under this Lease within thirty (30) days of its receipt of written notice that such payments are overdue;

b. If either party fails to observe or performs its obligations under this Lease and does not cure such failure within sixty (60) days from its receipt of written notice of breach without, however, limiting any other rights available to the parties pursuant to any other provision of this Lease. If the default may not be reasonably cured within such sixty (60) day period, either party may request the other party to grant an extension of the time to cure.

c. Except as expressly limited hereby, Landlord and Tenant shall have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within the applicable time allowed to cure under the terms of this Lease.

11. TERMINATION.

a. Except as otherwise provided herein, this Lease may be terminated, without penalty or further liability, as follows:

i. by either party upon sixty (60) days written notice of a Default as defined herein (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof);

ii. by Tenant upon ninety (90) days written notice by Tenant if Tenant is unable after filing all necessary applications for obtaining or maintaining of any license, permit or other Governmental Approval and making all reasonable efforts and using due diligence to comply with all requirements necessary to obtain or maintain any license, permit or other Governmental Approval necessary for the installation and/or operation of the Tenant's Communication Facility or Tenant's business;

iii. by Tenant upon one hundred eighty (180) days' notice if the Tenant's Communication Facility becomes unacceptable under Tenant's design or engineering standards for Tenant's Communication Facility or the communications system to which Tenant's Communication Facility belongs;

iv. by Landlord upon ninety (90) days written notice if Landlord reasonably determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to Government Approvals granted thereunder, after a public hearing before the Landlord's Council;

v. by Landlord and/or Tenant if there is an interference problem with the Landlord's Communication Systems that cannot be corrected; or

vi. Upon eighteen (18) months written notice after the Initial Term by Landlord if its Council decides to sell or redevelop the Property and/or discontinue use of the Property for public or governmental purposes in a manner that is inconsistent, in Landlord's sole opinion, with Tenant's continued use of Tenant's Communication Facility.

b. Notice of Termination. The parties shall give notice of termination of this Lease in accordance with Section 19 of this Lease. All rentals paid for by Tenant prior to said termination date shall be retained by Landlord.

c. Tenant's Liability for Early Termination. If Tenant terminates this Lease pursuant to subsection 11.a.iii, above, Tenant shall pay to Landlord as liquidated damages for early termination, 150% of the annual Rent for the year in which Tenant terminates; provided, however, that Tenant shall not be required to pay an liquidated damages or termination fee if Tenant elects not to renew the term of this Lease pursuant to Section 2, above.

d. Removal of Communication Facility. Upon termination of this Lease for any reason, Tenant shall, within ninety (90) days of "Landlord's Notice" as hereinafter provided, remove the Tenant's Communication Facility including, but not limited to, the Monopole and the base for the Monopole (except that Tenant shall not be required to remove more than the top five (5) feet of the base) and any fencing from the Leased Premises, and all Coaxial Cable, and Utilities and restore the Property to a condition as close as possible to its original condition. The Monopole and/or any other part of Tenant's Communication Facility or any other improvement made by Tenant or any Colocator on the Property, remaining on the Property ninety (90) days after Landlord's Notice may be removed by Landlord at Tenant's sole cost and expense, or at Landlord's sole discretion, become the property of the Landlord free of any claim by Tenant or any person claiming through Tenant. If Tenant fails to remove the Monopole and the base

thereof or Tenant's Communication Facility or any other improvements within said ninety (90) day period, the Tenant shall pay to Landlord, notwithstanding the termination of this Lease, Rent in an amount equal to 150% of the amount of Rent that would have been due for the period of time that the Monopole and equipment and/or Tenant's Communication Facility remains on the Property.

Notwithstanding the foregoing paragraphs of this Section, upon termination of this Lease for any reason except for as provided in section 11.a.vi, Landlord and Tenant may mutually agree to have the Tenant leave the Monopole on the Leased Premises. In the event that Landlord and Tenant mutually agree that Tenant shall leave the Monopole on the Leased Premises, the Tenant shall remove all of the rest of Tenant's Communication Facility from the Monopole including the Antenna, all Coaxial Cables and Utilities on the Leased Premises and/or the Property, including any of the forgoing that belongs to any Colocator. If Landlord and Tenant mutually agree to have the Monopole remain on the Leased Premises, the Tenant shall not remove the chain link fencing surrounding the Leased Premises.

If Landlord and Tenant cannot mutually agree within forty-five (45) days of the termination of the Lease as to whether the Tenant shall leave the Monopole on the Existing Leased Premises, the Tenant shall, at its sole cost and expense, remove the Monopole, and that portion of the base as required by Section 11d, and the rest of Tenant's Communication Facility, including all Utilities and the fencing and all Colocator's (if any) equipment, antennas and cables.

12. INSURANCE.

Tenant agrees to obtain and maintain during the term of this Lease the insurance coverage's set forth in Exhibit "C".

13. DEFENSE AND INDEMNIFICATION.

a. General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which the Landlord may be liable in the performance of this Lease, except those which arise solely from the gross negligence, or willful misconduct of Landlord, or its respective employees, agents or contractors. Tenant shall further defend and indemnify all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of the Tenant's Communication Facility on the Property.

b. Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to the Leased Premises or over the Property, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of the Tenant under this Paragraph 13 shall survive the expiration or other termination of this Lease.

c. Hazardous Materials. Without limiting the scope of Subparagraph 13a and 13b above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises, associated with the Tenant's use of Hazardous Materials. For the purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or

materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Notwithstanding anything to the contrary herein, Tenant shall have the right to store and use standard quantities of batteries within the Leased Premises so long as it does so in full compliance with all applicable laws.

14. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary in this Lease, in no event will either party be liable to the other party for, or indemnify the other party against, punitive, indirect, incidental, special or consequential damages, including, without limitation, loss of profits, income or business opportunities; provided, however, that this provision shall not release or reduce Tenant's obligation to pay Rent to the Landlord in accordance with the terms of this Lease. Landlord's liability under this Lease for any claim of any nature, or reason, by any person or party, is limited to the liability limits of Minnesota Statutes, Chapter 466.

15. ASSIGNMENT. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries, or any party that merges or consolidates with Tenant or Tenant's parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's stock or assets without the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this paragraph, an "affiliate" or "subsidiary" means an entity in which Tenant owns greater than a 50% interest. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the Tenant's Communication Facility subject to Landlord's rights to retain the same and/or other improvements if Tenant fails to remove them as required by this Lease.

16. QUIET ENJOYMENT. Tenant, upon paying Rent, shall peaceably and quietly have, hold and enjoy the Leased Premises and the Access Easement, provided Tenant is not in default

under any other covenant or agreement contained in this Lease. Landlord hereby waives any and all lien rights it may have statutory or otherwise concerning Tenant's Communication Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under the applicable laws, and Landlord gives Tenant and Tenant's mortgagees ("Mortgagees"), the right to remove all or any portion of Tenant's Communication Facility from time to time, whether before or after default under the Lease, in Tenant's and/or mortgagee's sole discretion and without Landlord's consent, subject to the obligations of the Tenant to remove Tenant's Communication Facility as set forth in Section 11(d). If a Mortgagee desires to remove Tenant's Communication Facility, the Mortgagee shall sign an agreement with the Landlord stating that they will be responsible for restoring the Property to a condition as close as possible to its original condition, and that they will be liable to the Landlord for any cost and expenses incurred by Landlord in restoring the Property to a condition as close as possible to its original condition in the event that the Mortgagee fails to do so.

17. DAMAGE OR DESTRUCTION. If the Tenant's Communication Facility or any portion thereof is destroyed or damaged so as to materially hinder the effective use of the Tenant's Communication Facility by Tenant through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, all rights and obligations of the parties shall cease (except as to the Tenant's obligations under this Lease to remove the Tenant's Communication Facility under Paragraph 11.d.) as of the date of the notice to Landlord and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then the Rent shall abate for a period of ninety (90) days or until the Tenant's Communication Facility is restored to the condition existing prior to the damage or destruction, whichever is earlier.

18. CONDEMNATION. In the event the whole of the Leased Premises and/or Property is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises or the Property vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises or the Property shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account or any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing all or a portion of the Tenant's Communication Facility.

19. NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or delivered by a nationally recognized overnight courier service, to the following addresses or to any other address of Tenant or Landlord that is given from time to time to the other party pursuant to this provision, regarding written notice:

If to Landlord: City of Edina
4801 West 50th Street
Edina, MN 55424
Attn: City Manager

with copy to:	Edina City Attorney Campbell Knutson, P.A. 1380 Corporate Center Curve, Suite 317 Eagan, MN 55121
If to Tenant:	CCTMO LLC c/o Crown Castle USA Inc. 2000 Corporate Dr. Canonsburg, PA 15317 Attn: Real Estate Department

20. CONSIDERATION: Tenant will pay to Landlord a one-time amount of Five Thousand and 00/100 Dollars ($5,000.00) for the full execution of this Lease (the "Conditional Signing Bonus"). Tenant will pay to Landlord the Conditional Signing Bonus on the first day of the second month following the full execution of this Lease. In the event that this Lease (and any applicable memorandum) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

21. MISCELLANEOUS:

a. Authority. Landlord represents and warrants that Landlord has full authority to enter into and sign this Lease.

b. Complete Lease; Amendments. This Lease supersedes all prior discussions and negotiations and contains all agreements and understandings between the Landlord and Tenant. This Lease may only be amended in writing signed by all parties. All Exhibits are incorporated into this Lease by reference.

c. Counterparts. This Lease may be signed in counterparts by the parties hereto each of which counterparts shall be considered an original.

d. Binding Effect. The terms and conditions of this Lease shall run with the Property, inure to the benefit of and be binding on the respective parties and their respective successors and permitted assignees.

e. Enforcement and Attorneys' Fees. The prevailing party in any action or proceeding in court to enforce the terms of this Lease including any appeals shall be entitled to receive its reasonable attorney's fees and other reasonable costs and expenses from the non-prevailing party.

f. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota.

g. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

h. Memorandum of Lease. Landlord and Tenant agree that upon the request of the Landlord or Tenant to sign a Memorandum of Lease in the form acceptable to both parties which may be recorded in the Office of the Hennepin County Recorder by either party.

i. Estoppel Information. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request relating to this Lease.

j. Brokers. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

k. No Waiver. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

1. Recitals. The Recitals set forth above are hereby incorporated in this Lease as though they were set forth in the body hereof.

(Remainder of Page Intentionally Left Blank.)

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

LANDLORD:
CITY OF EDINA

Dated: 12-16, 2014

BY: _____
Name: James Hovland
Title: Mayor

Dated: 12-16, 2014

BY: _____
Name: Scott Neal
Title: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ~~DAKOTA~~ Carver)

The foregoing instrument was acknowledged before me this 16th day of Dec, 2014, by James Hovland and by Scott Neal, the Mayor and City Manager, respectively, of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

DEBRA MANGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON, P.A. [JFK]
1380 Corporate Center Curve, Suite 317
Eagan, MN 55121
Telephone: (651) 452-5000

TENANT:
T-MOBILE USA TOWER LLC,
a Delaware limited liability company
By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney-in-Fact

By: _____
Print Name: Helen Smith
Title: Real Estate Transaction Manager
Dated: 12/10/14

ALL PURPOSE ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF HARRIS }

On this 10 day of December, 2014 before me Caren Shaughnessy (notary public), personally appeared Helen Smith (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (notary public)

(NOTARY SEAL)

Caren Shaughnessy
Notary Public,
State of Texas
Expires:03-19-2018

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Lease for Communication Facility Agreement
Number of Pages _____ Date of Document _____

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON, P.A. [JFK]
1380 Corporate Center Curve, Suite 317
Eagan, MN 55121
Telephone: (651) 452-5000

LIST OF EXHIBITS

Exhibit "A":	Legal Descriptions (1) Property (2) Leased Premises (3) Access Easement
Exhibit "B":	Plot Plan
Exhibit "C":	Tenant's Required Insurance

Tenant Site I.D. #: A1P009
Site Name: Edina – Creek Valley

EXHIBIT "A"

LEGAL DESCRIPTIONS

(1) LEGAL DESCRIPTION OF PROPERTY:

SITUATE IN THE COUNTY OF HENNEPIN AND STATE OF MINNESOTA.

ALL THE TRACT OR PARCEL OF LAND LYING AND BEING IN THE COUNTY OF HENNEPIN AND STATE OF MINNESOTA, DESCRIBED AS FOLLOWS, TO-WIT: THAT PART OF LOT 24, AUDITOR'S SUBDIVISION NUMBER 196, HENNEPIN COUNTY, MINNESOTA, WHICH LIES WITHIN THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 116, RANGE 21, LYING EAST OF GLEESON ROAD AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE KNOWN AS LINE A:

LINE A

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 6, TOWNSHIP 116, RANGE 21; THENCE NORTH 00 DEGREES 09 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 6 A DISTANCE OF 1960.42 FEET; THENCE NORTH 78 DEGREES 48 MINUTES 33 SECONDS WEST A DISTANCE OF 661.05 FEET; THENCE NORTH 11 DEGREES 11 MINUTES 27 SECONDS EAST A DISTANCE OF 50.0 FEET; THENCE NORTH 78 DEGREES 48 MINUTES 33 SECONDS WEST A DISTANCE OF 330.0 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 48 SECONDS WEST A DISTANCE OF 168.18 FEET TO THE ACTUAL POINT OF BEGINNING OF LINE A; THENCE NORTH 76 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 5.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 879.93 FEET (DELTA ANGLE 21 DEGREES, TANGENT DISTANCE 163.09 FEET) A DISTANCE OF 322.51 FEET; THENCE NORTH 55 DEGREES 48 MINUTES 12 SECONDS WEST ALONG TANGENT TO LAST DESCRIBED CURVE A DISTANCE OF 290.10 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 647.96 FEET (DELTA ANGLE 21 DEGREES 34 MINUTES 58 SECONDS, TANGENT DISTANCE 123.50 FEET) A DISTANCE OF 244.08 FEET; THENCE NORTH 77 DEGREES 23 MINUTES 10 SECONDS WEST ALONG TANGENT TO LAST DESCRIBED CURVE A DISTANCE OF 81.42 FEET AND THERE TERMINATING.

TAX ID NO: 06-11621120002

ADDRESS: 6303 Gleason Road, Edina, MN 55424

(2) LEGAL DESCRIPTION OF LEASED PREMISES:

That part of Lot 24, AUDITOR'S SUBDIVISION NO. 196, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most easterly corner of Lot 1, Block 1, CHEROKEE HILLS 6TH ADDITION, according to the recorded plat thereof, said Hennepin County; thence North 54 degrees 35 minutes 03 seconds West, assumed bearing along the northerly extension of the northeasterly line of said Lot 1 a distance of 228.82 feet; thence North 41 degrees 21 minutes 21 seconds East 134.74 feet; thence easterly a distance of 56.86 feet along a tangential curve, concave to the south, having a radius of 72.38 feet and a central angle of 45 degrees 01 minutes 25 seconds; thence North 86 degrees 22 minutes 46 seconds East, tangent to last described curve, a distance of 336.63 feet; thence southeasterly a distance of 78.13 feet along a tangential curve, concave to the south, having a radius of 148.07 feet and a central angle of 30 degrees 14 minutes 07 seconds; thence South 63 degrees 23 minutes 07 seconds East, tangent to last described curve a distance of 49.81 feet; thence easterly a distance of 46.93 feet along a tangential curve, concave to the north, having a radius of 55.01 feet and a central angle of 48 degrees 53 minutes 01 seconds; thence North 67 degrees 43 minutes 52 seconds East, tangent to last described curve, a distance of 101.35 feet; thence easterly a distance of 26.50 feet along a tangential curve, concave to the south, having a radius of 37.01 feet and a central angle of 44 degrees 07 minutes 20 seconds; thence South 68 degrees 08 minutes 48 seconds East, tangent to last described curve, a distance of 23.98 feet; thence easterly a distance of 25.59 feet along a tangential curve, concave to the north, having a radius of 19.55 feet and a central angle of 74 degrees 59 minutes 59 seconds; thence North 36 degrees 51 minutes 13 seconds East, tangent to last described curve, a distance of 168.60 feet; thence northerly a distance of 27.20 feet along a tangential curve, concave to the west, having a radius of 25.94 feet and a central angle of 60 degrees 05 minutes 02 seconds; thence North 23 degrees 06 minutes 10 seconds East, tangent to last described curve, a distance of 135.64 feet; thence westerly a distance of 43.95 feet along a tangential curve, concave to the south, having a radius of 36.92 feet and a central angle of 68 degrees 12 minutes 29 seconds; thence South 88 degrees 41 minutes 21 seconds West, tangent to last described curve, a distance of 51.50 feet; thence northerly a distance of 39.27 feet along a tangential curve, concave to the east, having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence North 01 degrees 18 minutes 39 seconds West, tangent to last described curve a distance of 39.92 feet; thence South 88 degrees 41 minutes 21 seconds West 11.00 feet to the point of beginning of the land to be described; thence North 01 degrees 18 minutes 39 seconds West 30.00 feet; thence North 88 degrees 41 minutes 21 seconds East 30.00 feet; thence South 01 degrees 18 minutes 39 seconds East 30.00 feet; thence South 88 degrees 41 minutes 21 seconds West 30.00 feet to the point of beginning.

(3) LEGAL DESCRIPTION OF ACCESS EASEMENT:

A 20.00 foot wide permanent easement for access purposes over and across part of Lot 24, AUDITOR'S SUBDIVISION NO. 196, according to the recorded plat thereof, Hennepin County, Minnesota, the center line of said easement is described as follows:

Commencing at the most easterly corner of Lot 1, Block 1, CHEROKEE HILLS 6TH ADDITION, according to the recorded plat thereof, said Hennepin County; thence North 54 degrees 35 minutes 03 seconds West, assumed bearing along the northerly extension of the northeasterly line of said Lot 1 a distance of 228.82 feet to the point of beginning of said center line to be described; thence North 41 degrees 21 minutes 21 seconds East 134.74 feet; thence easterly a distance of 56.88 feet along a tangential curve, concave to the south, having a radius of 72.36 feet and a central angle of 45 degrees 01 minutes 25 seconds; thence North 86 degrees 22 minutes 46 seconds East, tangent to last described curve, a distance of 336.83 feet; thence southeasterly a distance of 78.13 feet along a tangential curve, concave to the south, having a radius of 148.07 feet and a central angle of 30 degrees 14 minutes 07 seconds; thence South 63 degrees 23 minutes 07 seconds East, tangent to last described curve, a distance of 49.81 feet; thence easterly a distance of 46.93 feet along a tangential curve, concave to the north, having a radius of 55.01 feet and a central angle of 48 degrees 53 minutes 01 seconds; thence North 67 degrees 43 minutes 52 seconds East, tangent to last described curve, a distance of 101.35 feet; thence easterly a distance of 28.50 feet along a tangential curve, concave to the south, having a radius of 37.01 feet and a central angle of 44 degrees 07 minutes 20 seconds; thence South 68 degrees 08 minutes 48 seconds East, tangent to last described curve a distance of 23.98 feet; thence easterly a distance of 25.59 feet along a tangential curve, concave to the north, having a radius of 19.55 feet and a central angle of 74 degrees 59 minutes 59 seconds; thence North 36 degrees 51 minutes 13 seconds East, tangent to last described curve, a distance of 188.60 feet; thence northerly a distance of 27.20 feet along a tangential curve, concave to the west, having a radius of 25.94 feet and a central angle of 60 degrees 05 minutes 02 seconds; thence North 23 degrees 06 minutes 10 seconds East, tangent to last described curve, a distance of 135.64 feet; thence westerly a distance of 43.95 feet along a tangential curve, concave to the south, having a radius of 36.92 feet and a central angle of 68 degrees 12 minutes 29 seconds; thence South 88 degrees 41 minutes 21 seconds West, tangent to last described curve a distance of 51.50 feet; thence northerly a distance of 39.27 feet along a tangential curve, concave to the east, having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence North 01 degrees 18 minutes 39 seconds West, tangent to last described curve a distance of 36.92 feet and said center line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the northerly extension of the northeasterly line of said Lot 1 and on a northerly and southerly extension of a line bearing South 88 degrees 41 minutes 21 seconds West from said point of termination.

EXHIBIT "B"

PLOT PLAN

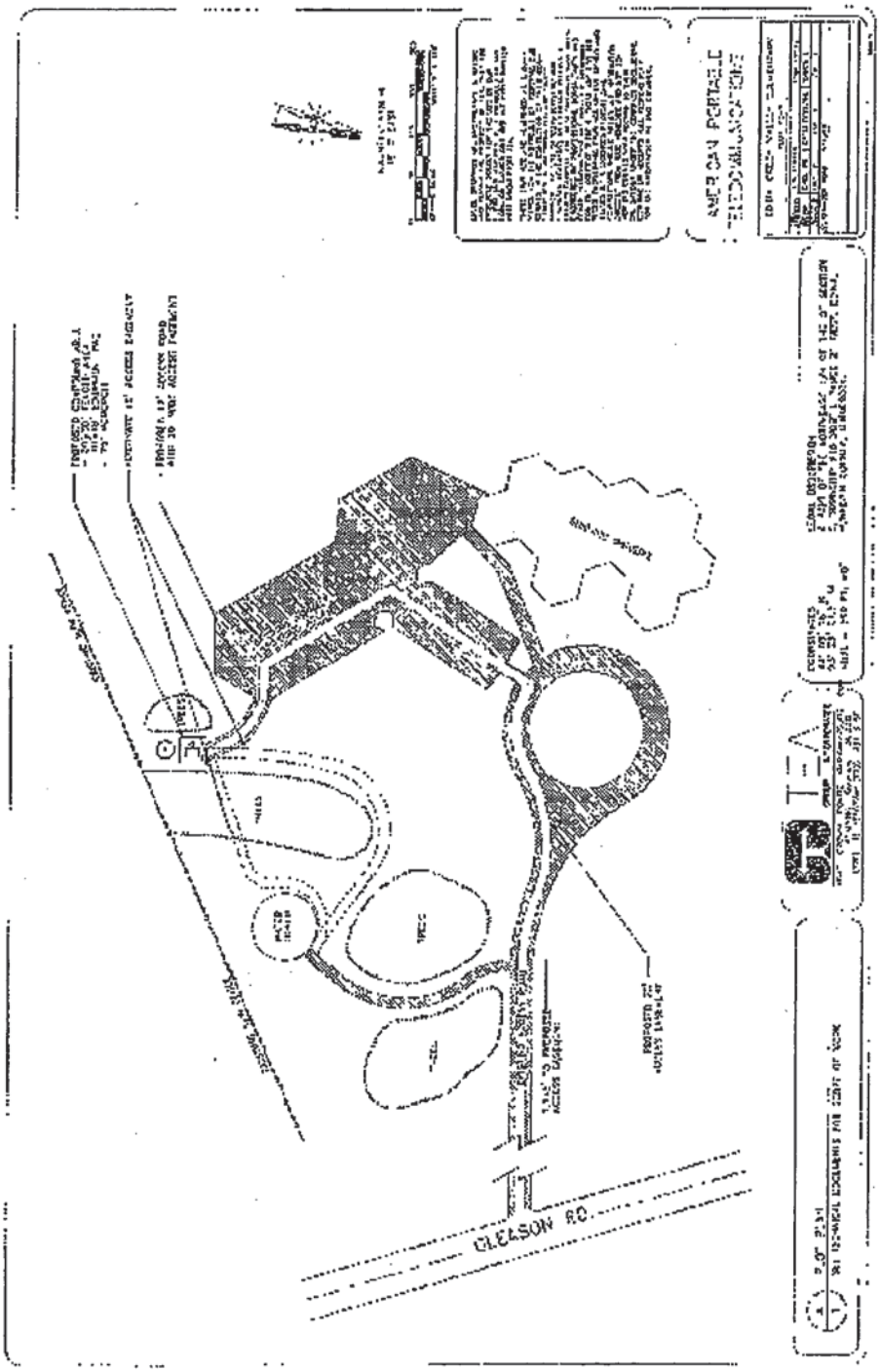


EXHIBIT "C"

TENANT'S REQUIRED INSURANCE

a. Worker's Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes, rules and regulations. The policy shall also provide Employer's Liability coverage with limits of not less than $500,000 Bodily Injury each accident, $500,000 Bodily Injury by disease, policy limit, and $500,000 Bodily Injury by disease, each employee.

b. General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage -- broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual liability, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than $1,000,000 each occurrence; $1,000,000 personal and advertising injury; $2,000,000 general aggregate, and $2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction of Tenant's Communication Facility is completed.

c. Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of $1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of rides afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

d. Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be for the full insurable value and be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

e. Hazardous Materials Coverage. Tenant must carry sufficient coverage, to the reasonable satisfaction of Landlord, for damage caused by Hazardous Materials.

f. Excess Liability. Tenant shall also maintain an umbrella or excess liability insurance policy with a combined single limit of $5,000,000.00 which provides coverage in excess of all other coverages (except Workers' Compensation) required to be maintained by Tenant under this Lease.

g. Additional Insured - Certificate of Insurance. The Tenant shall provide, prior to the start of construction of the Communication Facility, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A or better), licensed to do business in the State of Minnesota, which includes all coverages required in this Paragraph. Tenant will name the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be cancelled, non-renewed, or reduced without thirty (30) days prior written notice to the Landlord, except for cancellation for non-payment of premium, in which case Tenant shall provide such notice.

CITY OF EDINA, MINNESOTA
INCORPORATED 1888

Site Map
6301 Gleason Rd

Cell Tower
Parcel Boundary

N

January 2022

Feet
0 40

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

DISH Wireless L.L.C. SITE ID:

MNMSP00053A

DISH Wireless L.L.C. SITE ADDRESS:

6303 GLEASON ROAD
EDINA, MN 55424

MINNESOTA CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2015 MINNESOTA BUILDING CODE/2015 IBC
MECHANICAL	2015 MINNESOTA MECHANICAL AND FUEL GAS CODE/2015 IMC
ELECTRICAL	2015 MINNESOTA ELECTRICAL CODE/2017 NEC

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL AND ENLARGED SITE PLAN
A-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE
A-3	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-4	EQUIPMENT DETAILS (SPECIFICATIONS PROVIDED BY OTHERS)
A-5	EQUIPMENT DETAILS (SPECIFICATIONS PROVIDED BY OTHERS)
A-6	EQUIPMENT DETAILS (SPECIFICATIONS PROVIDED BY OTHERS)
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE (SPECIFICATIONS PROVIDED BY OTHERS)
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

TOWER SCOPE OF WORK:
- INSTALL (3) JMA WIRELESS – MX08FRO665-21 PROPOSED PANEL ANTENNAS (1 PER SECTOR)
- INSTALL (1) COMMSCOPE – MC-PK8-DSH PROPOSED ANTENNA PLATFORM
- INSTALL PROPOSED JUMPERS
- INSTALL (6) PROPOSED RRUs (2 PER SECTOR)
- INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
- INSTALL (1) PROPOSED HYBRID CABLE

GROUND SCOPE OF WORK:
- INSTALL (1) PROPOSED METAL PLATFORM
- INSTALL (1) PROPOSED ICE BRIDGE
- INSTALL (1) PROPOSED PPC CABINET
- INSTALL (1) PROPOSED EQUIPMENT CABINET
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED TELCO-FIBER BOX
- INSTALL (1) PROPOSED GPS UNIT
- INSTALL (1) PROPOSED SAFETY SWITCH (IF REQUIRED)
- INSTALL (1) PROPOSED FIBER NID (IF REQUIRED)
- INSTALL (1) PROPOSED 200A METER ON EXISTING H-FRAME

SITE PHOTO

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER:	CITY OF EDINA
ADDRESS:	4801 W 50TH STREET EDINA, MN 55424-1394
TOWER TYPE:	MONOPOLE
TOWER CO SITE ID:	823886
TOWER APP NUMBER:	564881
COUNTY:	HENNEPIN
LATITUDE (NAD 83):	44° 53' 17.60" N 44.888199
LONGITUDE (NAD 83):	93° 23' 2.00" W -93.383904
ZONING JURISDICTION:	CITY OF EDINA
ZONING DISTRICT:	NOT REQUIRED
PARCEL NUMBER:	06-116-21-11-0001
OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	II-B
POWER COMPANY:	XCEL ENERGY
TELEPHONE COMPANY:	ZAYO BANDWIDTH INC

PROJECT DIRECTORY

APPLICANT:	DISH Wireless L.L.C. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
TOWER OWNER:	CROWN CASTLE USA INC. 2000 CORPORATE DRIVE CANONSBURG, PA 15317 (877) 486-9377
SITE DESIGNER:	POD 11490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 (502) 437-5252
SITE ACQUISITION:	SARAH PARSONS (317) 249-2066
CONSTRUCTION MANAGER:	MOHAMMED MOHAMMED MOHAMMED.MOHAMMED@DISH.COM
RF ENGINEER:	CHONG LEE CHONG.LEE@DISH.COM

DIRECTIONS

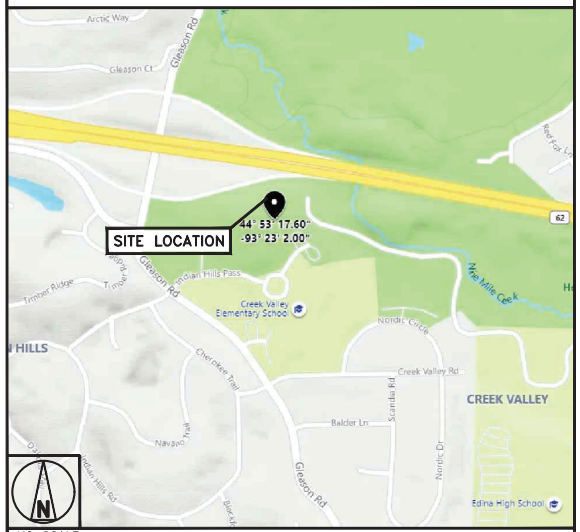
DIRECTIONS FROM MINNEAPOLIS-SAINT PAUL INTERNATIONAL AIRPORT:

1.) GET ON MN-5 E FROM GLUMACK DR

2.) TAKE MN-62 W TO GLEASON RD IN EDINA. TAKE THE GLEASON RD EXIT FROM MN-62 W

3.) TURN LEFT ONTO GLEASON RD

VICINITY MAP



NO SCALE

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

LICENSED PROFESSIONAL ENGINEER
53385
MARK EDWARD PETERSON
STATE OF MINNESOTA
09/20/2021

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DRAWN BY:	CHECKED BY:	APPROVED BY:
AJM	MAJ	MEP

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	08/18/2021	ISSUED FOR REVIEW
0	09/17/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

823886

DISH Wireless L.L.C. PROJECT INFORMATION

MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

SHEET TITLE

TITLE SHEET

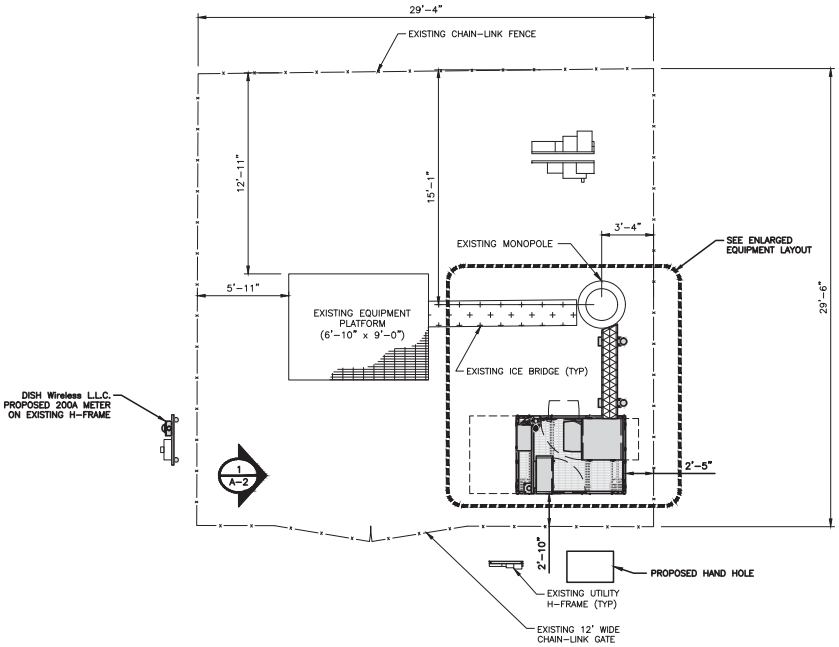
SHEET NUMBER

T-1

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

NOTES

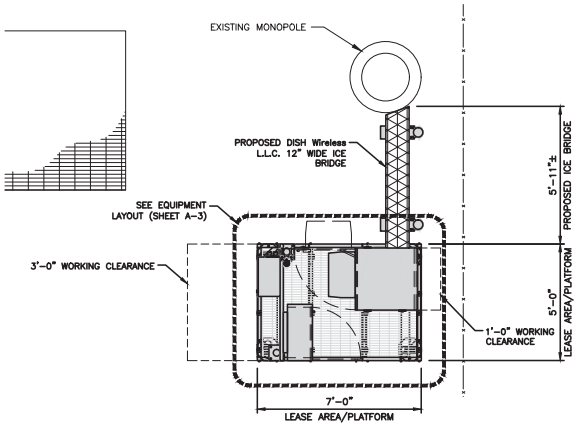
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



OVERALL SITE PLAN — 1/4"=1'-0" — 1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



ENLARGED SITE PLAN — 3/8"=1'-0" — 2

AERIAL UTILITY ROUTE — NO SCALE — 3

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

MARK EDWARD PETERSON
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09/20/2021

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6303 GLEASON ROAD
EDINA, MN 55424

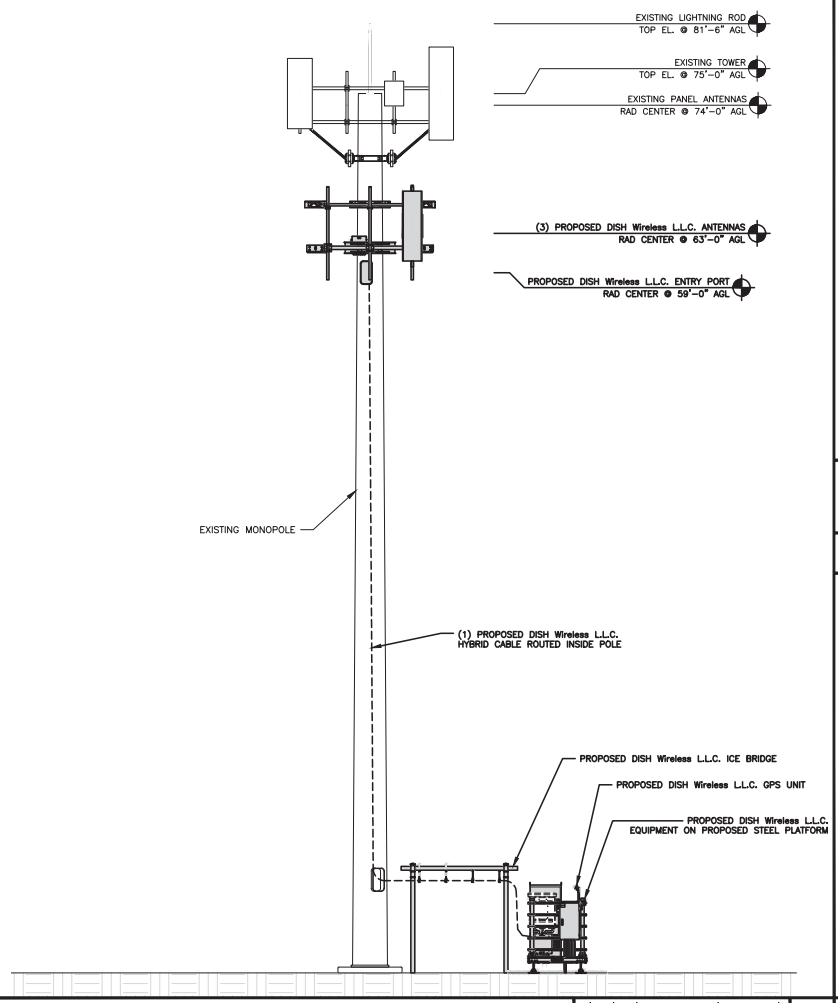
SHEET TITLE
OVERALL AND ENLARGED SITE PLAN

SHEET NUMBER
A-1

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

NOTES

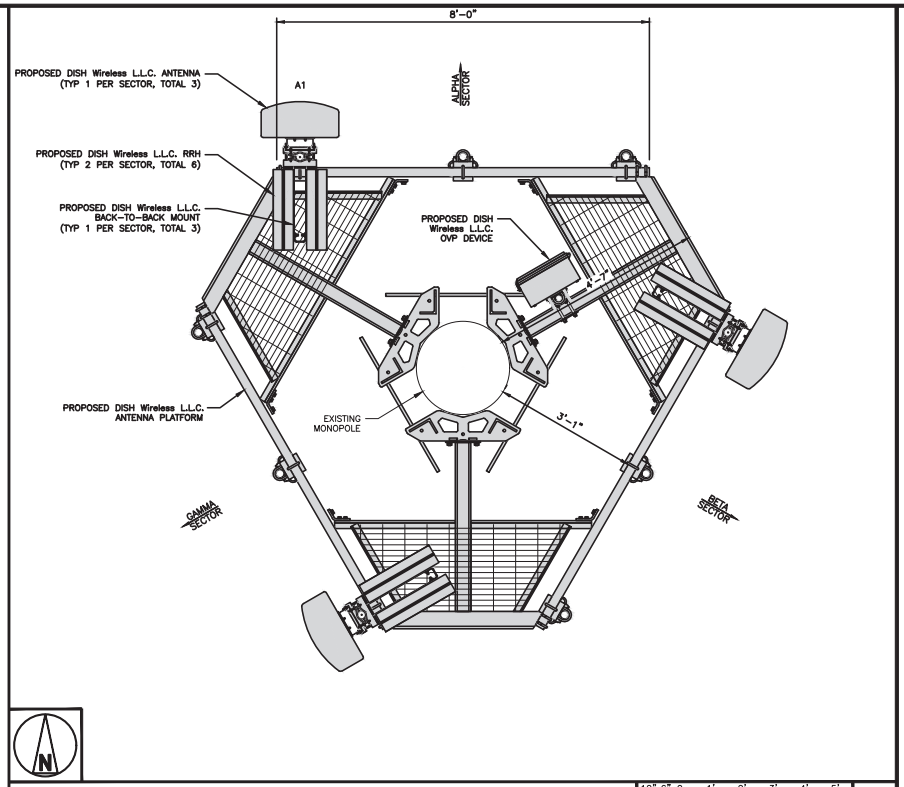
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



PROPOSED EAST ELEVATION

6' 4' 2' 0 5' 10'
3/16"=1'-0"

1



ANTENNA LAYOUT

12" 6" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JMA WIRELESS MX08FRO665-21	5G	72.0" x 20.0"	0°	63'-0"	(1) HIGH-CAPACITY HYBRID CABLE (92'-0" LONG)
BETA	B1	PROPOSED	JMA WIRELESS MX08FRO665-21	5G	72.0" x 20.0"	120°	63'-0"	
GAMMA	C1	PROPOSED	JMA WIRELESS MX08FRO665-21	5G	72.0" x 20.0"	240°	63'-0"	

SECTOR	POSITION	RRH	
		MANUFACTURER – MODEL NUMBER	TECHNOLOGY
ALPHA	A1	FUJITSU – TA08025-B604	5G
	A1	FUJITSU – TA08025-B605	5G
BETA	B1	FUJITSU – TA08025-B604	5G
	B1	FUJITSU – TA08025-B605	5G
GAMMA	C1	FUJITSU – TA08025-B604	5G
	C1	FUJITSU – TA08025-B605	5G

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

3

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

MARK EDWARD JAMES
LICENSED PROFESSIONAL ENGINEER
53385
STATE OF MINNESOTA
09/20/2021

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RFDS REV #: ---

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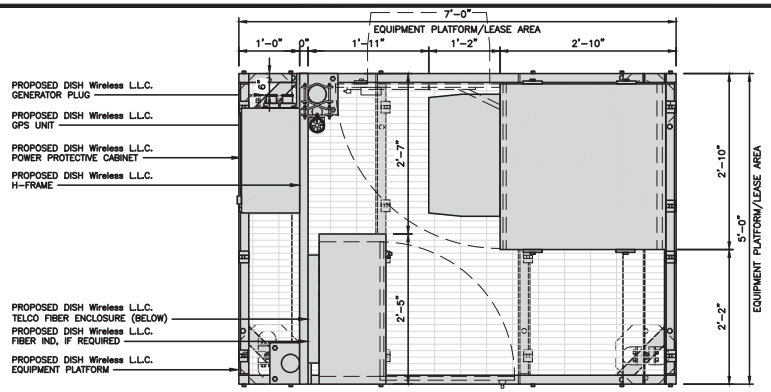
DISH Wireless L.L.C.
PROJECT INFORMATION

MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

SHEET TITLE
ELEVATION, ANTENNA LAYOUT AND SCHEDULE

SHEET NUMBER
A-2

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba



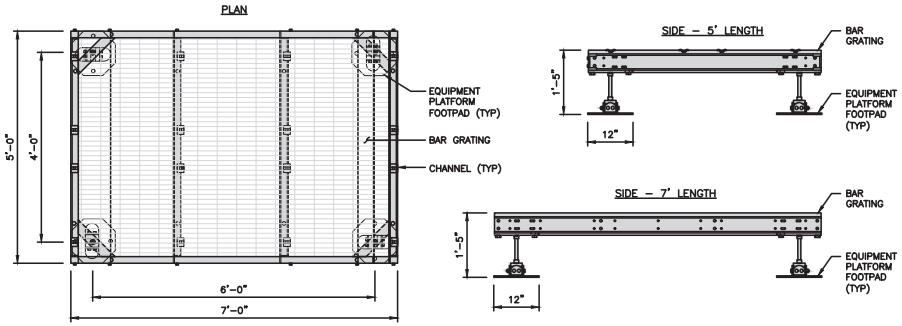
PLATFORM EQUIPMENT PLAN

12" 9" 6" 3" 0 1' 2'
1"=1'-0"

1

COMMSCOPE MTC4045LP 5X7 PLATFORM	
DIMENSIONS (HxWxD)	16"x84"x60"
TOTAL WEIGHT	423 LBS

NOTE:
GC TO PROVIDE EXTENDED THREAD FOR PLATFORM IF REQUIRED HEIGHT EXCEEDS 17"



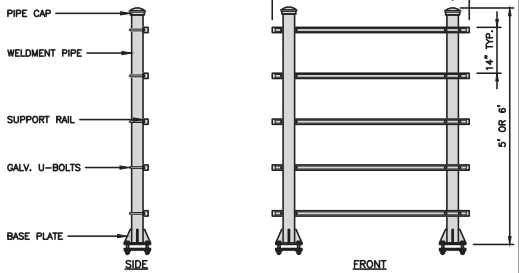
PLATFORM DETAIL

NO SCALE

2

COMMSCOPE MTC4045HFLD H-FRAME	
UNISTRUT/SUPPORT RAILS QTY	5
WEIGHT	59.74 lbs

NOTE:
OR DISH Wireless L.L.C. APPROVED EQUIVALENT



H-FRAME DETAIL

NO SCALE

3

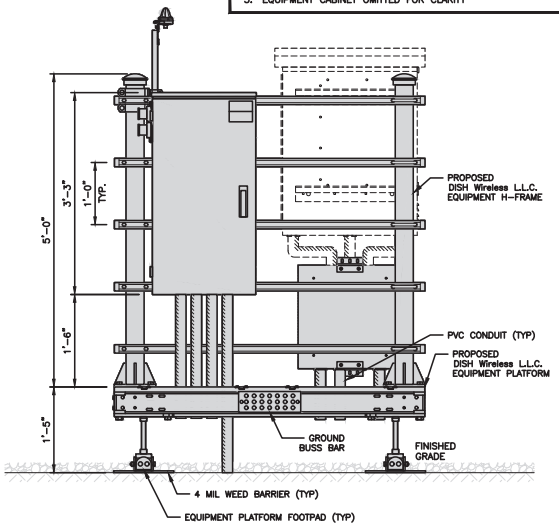
NOT USED

NO SCALE

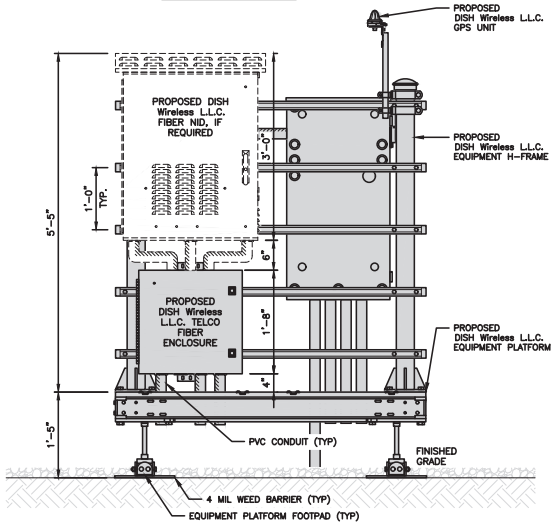
4

NOTES

1. CONTRACTOR TO BURY PLATFORM FEET WITH A MINIMUM OF 2" OF FILL PER EXISTING SITE SURFACE
2. WEED BARRIER FABRIC TO BE ADDED AT DISCRETION OF DISH Wireless L.L.C. CONSTRUCTION MANAGER AT TIME OF CONSTRUCTION. ONE SHEET 8'x8' INSTALLED UNDER ALL FOUR FEET OF THE PLATFORM (4 MIL BLACK PLASTIC)
3. EQUIPMENT CABINET OMITTED FOR CLARITY



FRONT ELEVATION



BACK ELEVATION

H-FRAME EQUIPMENT ELEVATION

12" 9" 6" 3" 0 1' 2'
1"=1'-0"

5

dish wireless
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

MARK EDWARD PETERSON
LICENSED PROFESSIONAL ENGINEER
53385
STATE OF MINNESOTA
09/20/2021

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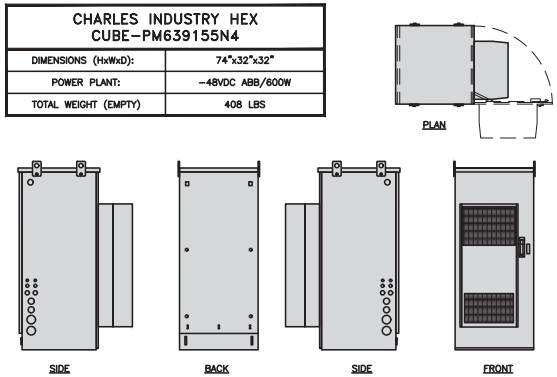
DISH Wireless L.L.C. PROJECT INFORMATION
MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

SHEET TITLE
EQUIPMENT PLATFORM AND H-FRAME DETAILS

SHEET NUMBER
A-3

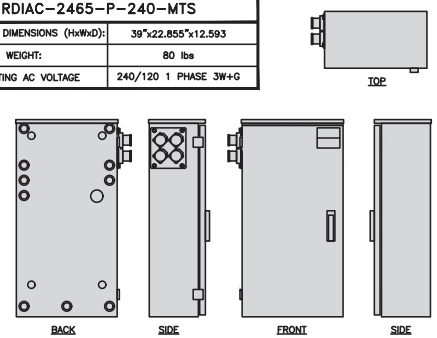
DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

CHARLES INDUSTRY HEX CUBE-PM639155N4	
DIMENSIONS (HxWxD):	74"x32"x32"
POWER PLANT:	-48VDC ABB/600W
TOTAL WEIGHT (EMPTY)	408 LBS



CABINET DETAIL — NO SCALE — 1

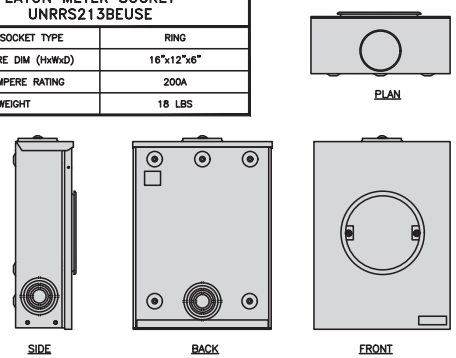
RAYCAP PPC RDIAC-2465-P-240-MTS	
ENCLOSURE DIMENSIONS (HxWxD):	39"x22.855"x12.593
WEIGHT:	80 lbs
OPERATING AC VOLTAGE	240/120 1 PHASE 3W+G



POWER PROTECTION CABINET (PPC) DETAIL — NO SCALE — 2

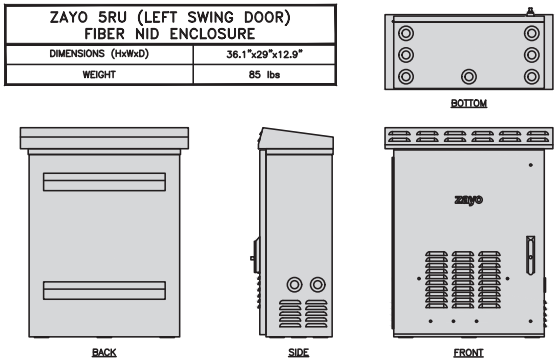
NOT USED — NO SCALE — 3

EATON METER SOCKET UNRRS213BEUSE	
METER SOCKET TYPE	RING
ENCLOSURE DIM (HxWxD)	16"x12"x6"
MAIN AMPERE RATING	200A
WEIGHT	18 LBS



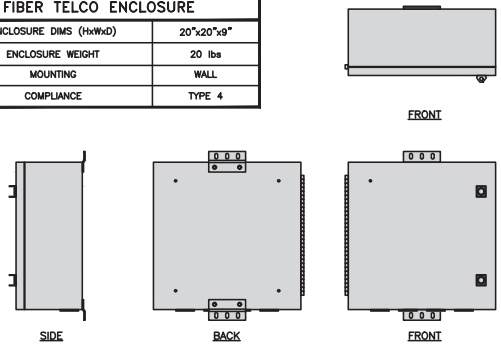
METER SOCKET DETAIL — NO SCALE — 4

ZAYO 5RU (LEFT SWING DOOR) FIBER NID ENCLOSURE	
DIMENSIONS (HxWxD)	36.1"x29"x12.9"
WEIGHT	85 lbs



FIBER NID ENCLOSURE DETAIL — NO SCALE — 5

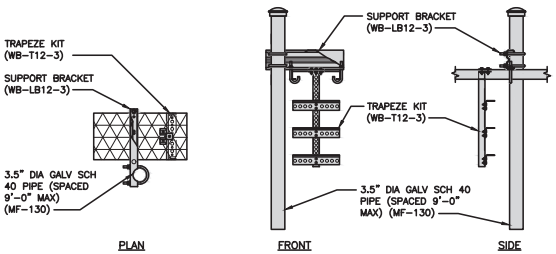
CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE	
ENCLOSURE DIMS (HxWxD)	20"x20"x9"
ENCLOSURE WEIGHT	20 lbs
MOUNTING	WALL
COMPLIANCE	TYPE 4



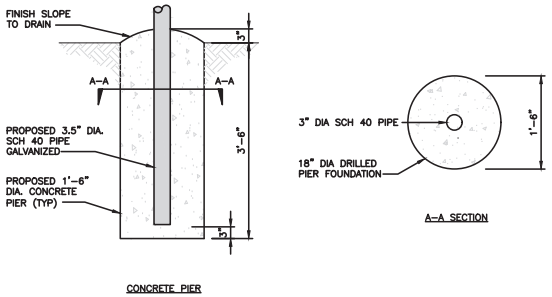
FIBER TELCO ENCLOSURE DETAIL — NO SCALE — 6

COMMSCOPE WB-K110-B WAVEGUIDE BRIDGE KIT	
DIMENSIONS (HxL)	160"x10'
WEIGHT/ VOLUME	325.0 LBS
CABLE RUN (QTY)	12

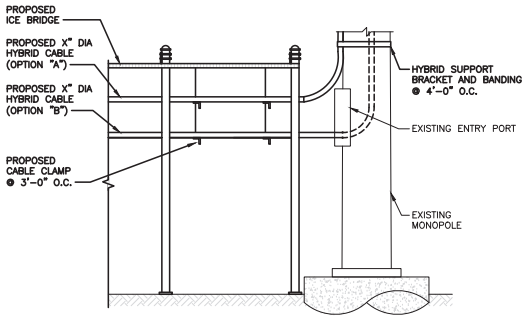
INCLUDED PRODUCTS:	
	WB-T12-3 TRAPEZE KIT, 3 RUNGS
	WB-LB12-3 SUPPORT BRACKET
	MF-130 DIRECT BURIAL PIPE COLUMN, 13'-4"



ICE BRIDGE DETAIL — NO SCALE — 7



TYPICAL ICE BRIDGE CONCRETE PIER DETAIL — NO SCALE — 8



HYBRID CABLE RUN — NO SCALE — 9

dish wireless
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STATE OF MINNESOTA
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EDINA, MN 55424

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
A-4

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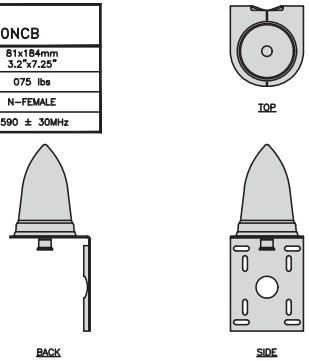
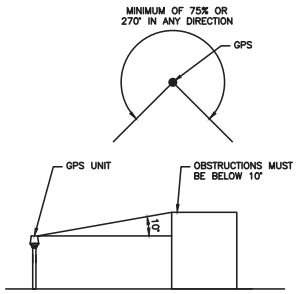
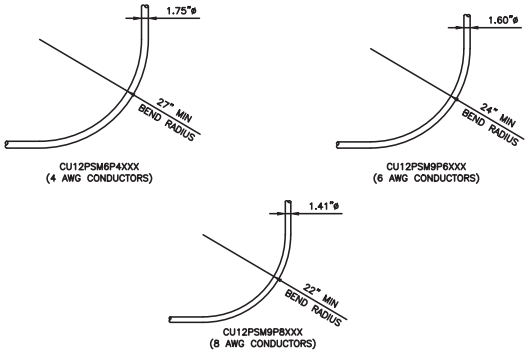
PCTEL GPSGL-TMG-SPI-40NCB	
DIMENSIONS (DIAxH) MM/INCH	81x184mm 3.2"x7.25"
WEIGHT W/ACCESSORIES	075 lbs
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1590 ± 30MHz



GPS DETAIL | NO SCALE | 1



GPS MINIMUM SKY VIEW REQUIREMENTS | NO SCALE | 2



CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUSES | NO SCALE | 3

NOT USED | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

dish wireless
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LITTLETON, CO 80120

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EQUIPMENT DETAILS

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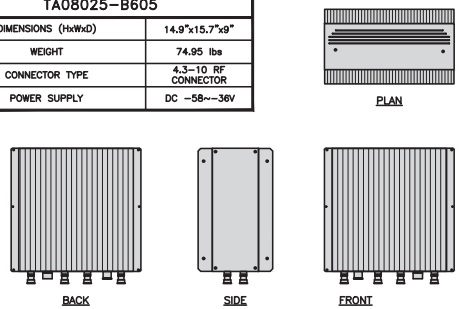
A-5

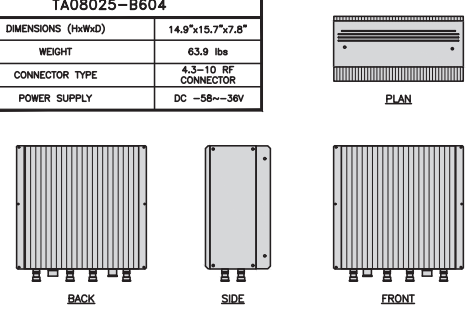
DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

FUJITSU TRIPLE BAND TA08025-B605	
DIMENSIONS (HxWxD)	14.9"x15.7"x9"
WEIGHT	74.95 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
POWER SUPPLY	DC -58~-36V



RRH DETAIL — NO SCALE — 1

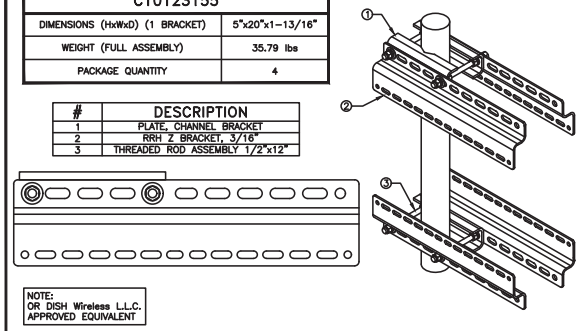
FUJITSU DUAL BAND TA08025-B604	
DIMENSIONS (HxWxD)	14.9"x15.7"x7.8"
WEIGHT	63.9 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
POWER SUPPLY	DC -58~-36V



RRH DETAIL — NO SCALE — 2

SABRE DOUBLE Z-BRACKET C10123155	
DIMENSIONS (HxWxD) (1 BRACKET)	5"x20"x1-13/16"
WEIGHT (FULL ASSEMBLY)	35.79 lbs
PACKAGE QUANTITY	4

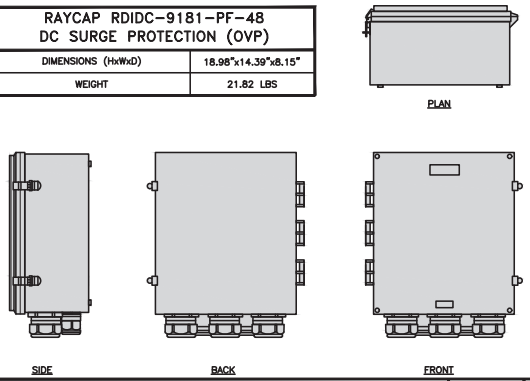
#	DESCRIPTION
1	PLATE, CHANNEL BRACKET
2	RRH Z BRACKET, 3/16"
3	THREADED ROD ASSEMBLY 1/2"x12"



NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

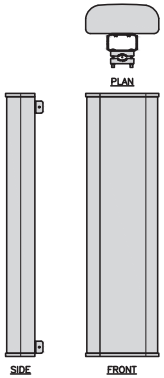
RRH MOUNT DETAIL — NO SCALE — 3

RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION (OVP)	
DIMENSIONS (HxWxD)	18.98"x14.39"x8.15"
WEIGHT	21.82 LBS



SURGE SUPPRESSION DETAIL (OVP) — NO SCALE — 4

JMA MX08FR0665-21	
DIMENSIONS (HxWxD)	72"x20.0"x8.0"
RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE
WEIGHT	64.5 lbs
WEIGHT WITH BRACKETS	82.5 lbs



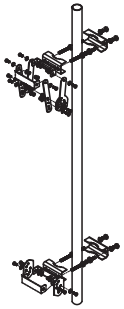
ANTENNA DETAIL — NO SCALE — 5

NOT USED — NO SCALE — 6

JMA ANTENNA MOUNT BRACKET #91900318	
TOTAL WEIGHT (WITH BRACKETS)	18 lbs (8.18 Kg)
POLE DIAMETER RANGE	2.5" TO 4.5"

NOTE:
KIT #91900318: TOP AND BOTTOM BRACKETS FOR 4-,6-, AND 8-FOOT ANTENNAS

ANTENNA BRACKET NOT PART OF KIT



NOTE:
OR DISH Wireless L.L.C.
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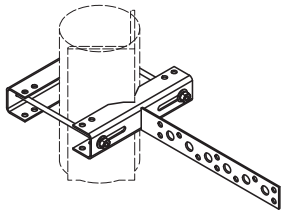
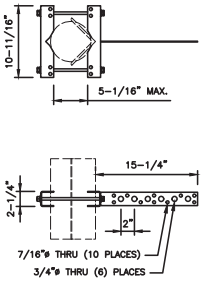
ANTENNA BRACKET DETAIL — NO SCALE — 7

SITE-PRO 1 T600	
90° ANGLE LEG ALLOWANCE	2.5" TO 5"
ROUND MEMBER ALLOWANCE	1.5" TO 6"
WEIGHT	5.6 lbs

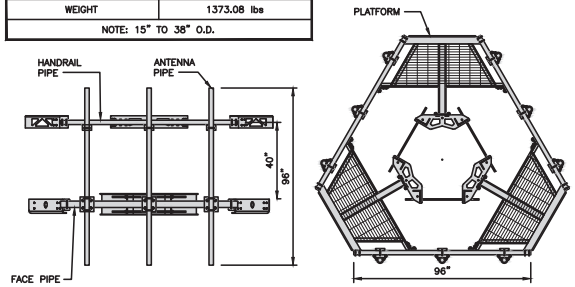




UNIVERSAL T-BRACKET DETAIL — NO SCALE — 8

COMMSCOPE MC-PK8-DSH	
FACE WIDTH	96"
WEIGHT	1373.08 lbs
NOTE: 15" TO 38" O.D.	

NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT



ANTENNA PLATFORM DETAIL — NO SCALE — 9

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LOUISVILLE, KY 40299

MARK EDWARD PETERSON
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53385
STATE OF MINNESOTA
09/20/2021

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AJM	MAJ	MEP

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

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6303 GLEASON ROAD
EDINA, MN 55424

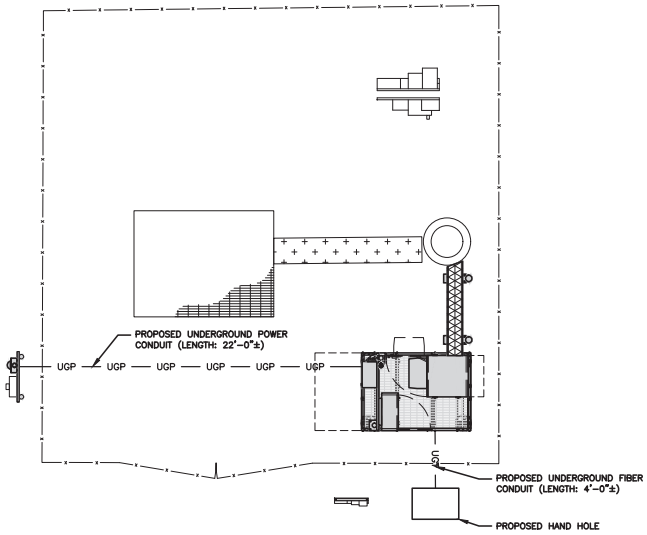
SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
A-6

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
3. THE GROUND LEASE DOES NOT SPECIFY OUR UTILITY RIGHTS. 'PWR' AND 'FBR' PATH DEPICTED ON A-1 AND E-1 ARE BASED ON BEST AVAILABLE INFORMATION INCLUDING BUT NOT LIMITED TO FIELD VERIFICATION, PRIOR PROJECT DOCUMENTATION AND OTHER REAL PROPERTY RIGHTS DOCUMENTS. WHEN INSTALLING THE UTILITIES PLEASE LOCATE AND FOLLOW EXISTING PATH. IF EXISTING PATH IS NOT AN OPTION, PLEASE NOTIFY CROWN CASTLE REAL ESTATE AS FURTHER COORDINATION MAY BE NEEDED.



UTILITY ROUTE PLAN | 6' 4' 2' 0 5' 10' 3/16"=1'-0" | 1

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
13. ALL TRENCHES IN COMPOUND TO BE HAND DUG

ELECTRICAL NOTES | NO SCALE | 2

AERIAL UTILITY ROUTE | NO SCALE | 3

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PROJECT INFORMATION
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EDINA, MN 55424

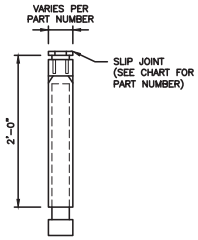
SHEET TITLE
ELECTRICAL/FIBER ROUTE PLAN AND NOTES

SHEET NUMBER
E-1

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

CARLON EXPANSION FITTINGS

COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD CTN QTY.	TRAVEL LENGTH
E945D	E945DX	1/2"	20	4"
E945E	E945EX	3/4"	15	4"
E945F	E945FX	1"	10	4"
E945G	E945GX	1 1/4"	5	4"
E945H	E945HX	1 1/2"	5	4"
E945J	E945JX	2"	15	8"
E945K	E945KX	2 1/2"	10	8"
E945L	E945LX	3"	10	8"
E945M	E945MX	3 1/2"	5	8"
E945N	E945NX	4"	5	8"
E945P	E945PX	5"	1	8"
E945R	E945RX	6"	1	8"

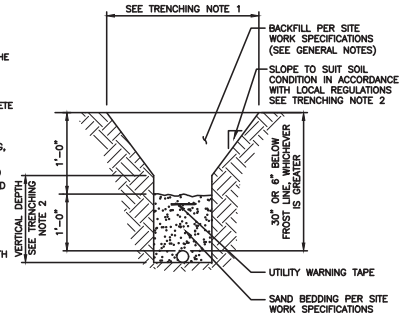


NOTE:
CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.

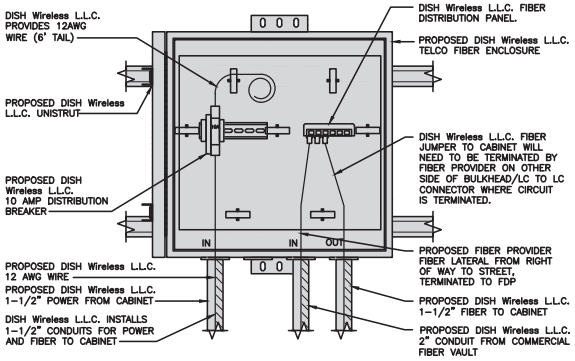
EXPANSION JOINT DETAIL | NO SCALE | 1

TRENCHING NOTES

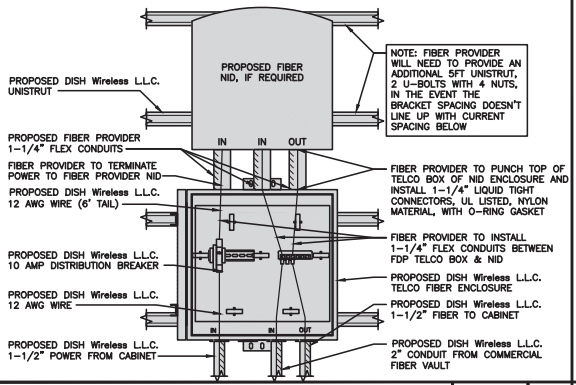
1. CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
2. TRENCHING SAFETY; INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
3. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



TYPICAL UNDERGROUND TRENCH DETAIL | NO SCALE | 2



DARK TELCO BOX – INTERIOR WIRING LAYOUT | NO SCALE | 3



LIT TELCO BOX – INTERIOR WIRING LAYOUT (OPTIONAL) | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

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MNMSP00053A
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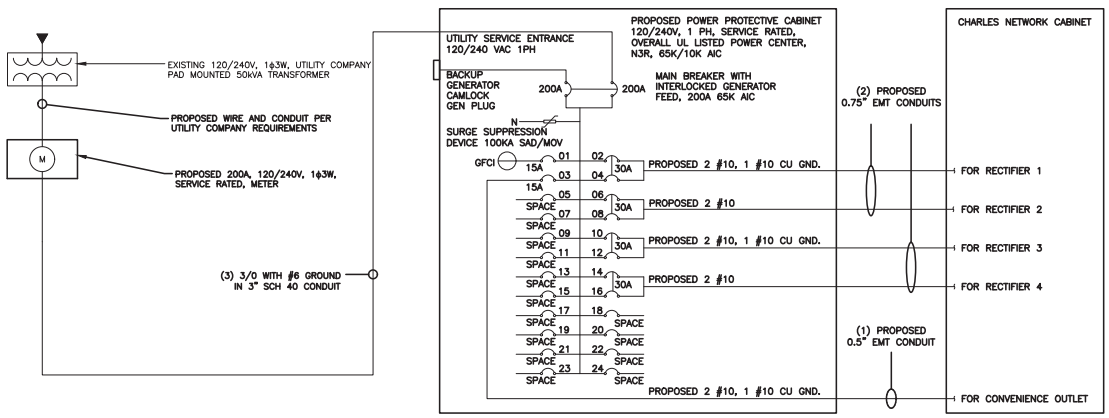
EDINA, MN 55424

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-2

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba



NOTE:
BRANCH CIRCUIT WIRING SUPPLYING RECTIFIERS ARE TO BE RATED UL1015, 105°C, 600V, AND PVC INSULATED, IN THE SIZES SHOWN IN THE ONE-LINE DIAGRAM. CONTRACTOR MAY SUBSTITUTE UL1015 WIRE FOR THWN-2 FOR CONVENIENCE OUTLET BRANCH CIRCUIT.

BREAKERS REQUIRED:
(4) 30A, 2P BREAKER – SQUARE D P/N:QO230
(1) 15A, 1P BREAKER – SQUARE D P/N:QO115

NOTES

THE (2) CONDUITS WITH (4) CURRENT CARRYING CONDUCTORS EACH, SHALL APPLY THE ADJUSTMENT FACTOR OF 80% PER 2014/17 NEC TABLE 310.15(B)(3)(a) OR 2020 NEC TABLE 310.15(C)(1) FOR UL1015 WIRE.

#12 FOR 15A–20A/1P BREAKER: 0.8 x 30A = 24.0A
#10 FOR 25A–30A/2P BREAKER: 0.8 x 40A = 32.0A
#8 FOR 35A–40A/2P BREAKER: 0.8 x 55A = 44.0A
#6 FOR 45A–60A/2P BREAKER: 0.8 x 75A = 60.0A

CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358.
0.5" CONDUIT – 0.122 SQ. IN AREA
0.75" CONDUIT – 0.213 SQ. IN AREA
2.0" CONDUIT – 1.316 SQ. IN AREA
3.0" CONDUIT – 2.907 SQ. IN AREA

CABINET CONVENIENCE OUTLET CONDUCTORS (1 CONDUIT): USING THWN–2, CU.

#10 – 0.0211 SQ. IN X 2 = 0.0422 SQ. IN
#10 – 0.0211 SQ. IN X 1 = 0.0211 SQ. IN <GROUND
TOTAL = 0.0633 SQ. IN

0.5" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECTIFIER CONDUCTORS (2 CONDUITS): USING UL1015, CU.

#10 – 0.0266 SQ. IN X 4 = 0.1064 SQ. IN
#10 – 0.0082 SQ. IN X 1 = 0.0082 SQ. IN <BARE GROUND
TOTAL = 0.1146 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (5) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC FEED CONDUCTORS (1 CONDUIT): USING THWN, CU.

3/0 – 0.2679 SQ. IN X 3 = 0.8037 SQ. IN
#6 – 0.0507 SQ. IN X 1 = 0.0507 SQ. IN <GROUND
TOTAL = 0.8544 SQ. IN

3.0" SCH 40 PVC CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC ONE-LINE DIAGRAM | NO SCALE | 1

PROPOSED CHARLES PANEL SCHEDULE

LOAD SERVED	VOLT AMPS (WATTS) L1	VOLT AMPS (WATTS) L2	TRIP	CKT #	PHASE		CKT #	TRIP	VOLT AMPS (WATTS) L1	VOLT AMPS (WATTS) L2	LOAD SERVED
PPC GFCI OUTLET	180		15A	1	A		2	30A	2880		ABB/GE INFINITY RECTIFIER 1
CHARLES GFCI OUTLET		180	15A	3	B		4			2880	
–SPACE–				5	A		6	30A	2880		ABB/GE INFINITY RECTIFIER 2
–SPACE–				7	B		8			2880	
–SPACE–				9	A		10	30A	2880		ABB/GE INFINITY RECTIFIER 3
–SPACE–				11	B		12			2880	
–SPACE–				13	A		14	30A	2880		ABB/GE INFINITY RECTIFIER 4
–SPACE–				15	B		16			2880	
–SPACE–				17	A		18				–SPACE–
–SPACE–				19	B		20				–SPACE–
–SPACE–				21	A		22				–SPACE–
–SPACE–				23	B		24				–SPACE–
VOLTAGE AMPS	180	180							11520	11520	
200A MCB, 1ϕ, 24 SPACE, 120/240V			L1		L2						
MB RATING: 65,000 AIC			11700		11700		VOLTAGE AMPS				
			98		98		AMPS				
			98				MAX AMPS				
			123				MAX 125%				

PANEL SCHEDULE | NO SCALE | 2

NOT USED | NO SCALE | 3

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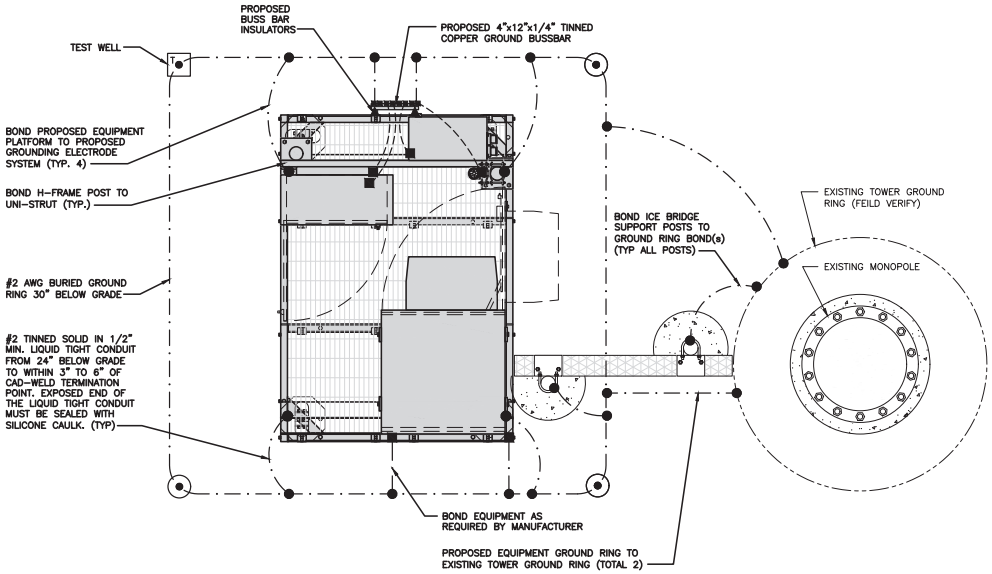
EDINA, MN 55424

SHEET TITLE
ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE

SHEET NUMBER
E-3

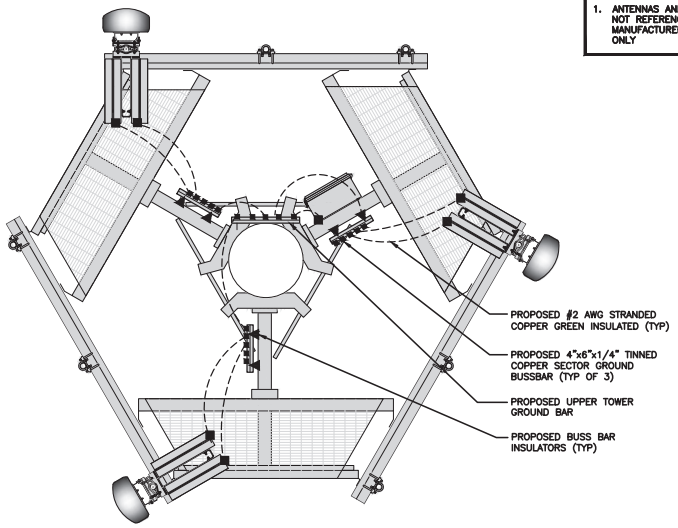
DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba



TYPICAL EQUIPMENT GROUNDING PLAN | NO SCALE | 1

NOTES

1. ANTENNAS AND OVP SHOWN ARE GENERIC AND NOT REFERENCING TO A SPECIFIC MANUFACTURER. THIS LAYOUT IS FOR REFERENCE ONLY



TYPICAL ANTENNA GROUNDING PLAN | NO SCALE | 2

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- GROUND BUS BAR
- GROUND ROD
- TEST GROUND ROD WITH INSPECTION SLEEVE
- #6 AWG STRANDED & INSULATED
- #2 AWG SOLID COPPER TINNED
- BUSS BAR INSULATOR

GROUNDING LEGEND

1. GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
2. CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH Wireless L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
3. ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.

GROUNDING KEY NOTES

(A) EXTERIOR GROUND RING: #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.

(B) TOWER GROUND RING: THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS. WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.

(C) INTERIOR GROUND RING: #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUNDED TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.

(D) BOND TO INTERIOR GROUND RING: #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.

(E) GROUND ROD: UL LISTED COPPER CLAD STEEL. MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.

(F) CELL REFERENCE GROUND BAR: POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.

(G) HATCH PLATE GROUND BAR: BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CRGB MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.

(H) EXTERIOR CABLE ENTRY PORT GROUND BARS: LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.

(I) TELCO GROUND BAR: BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.

(J) FRAME BONDING: THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENTS METAL FRAMEWORK.

(K) INTERIOR UNIT BONDS: METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITH THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.

(L) FENCE AND GATE GROUNDING: METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.

(M) EXTERIOR UNIT BONDS: METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING. USING #2 TINNED SOLID COPPER WIRE

(N) ICE BRIDGE SUPPORTS: EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.

(O) DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR

(P) TOWER TOP COLLECTOR BUSS BAR IS TO BE MECHANICALLY BONDED TO TOWER STEEL.

REFER TO DISH Wireless L.L.C. GROUNDING NOTES.

GROUNDING KEY NOTES | NO SCALE | 3

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5701 SOUTH SANTA FE DRIVE
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53385
STATE OF MINNESOTA
09/20/2021

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DRAWN BY:	CHECKED BY:	APPROVED BY:
AJM	MAJ	MEP

RFDS REV #: ---

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A&E PROJECT NUMBER
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DISH Wireless L.L.C. PROJECT INFORMATION
MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

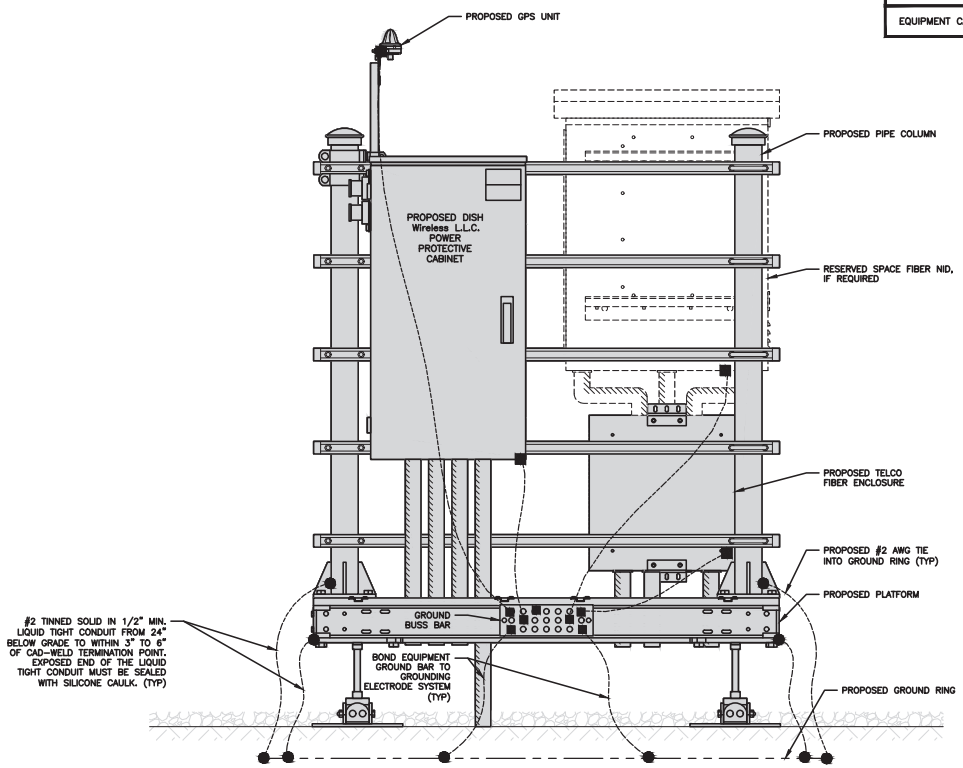
SHEET TITLE
GROUNDING PLANS AND NOTES

SHEET NUMBER
G-1

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

NOTES

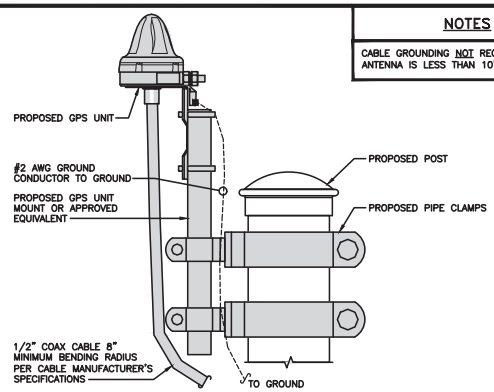
EQUIPMENT CABINET OMITTED FOR CLARITY



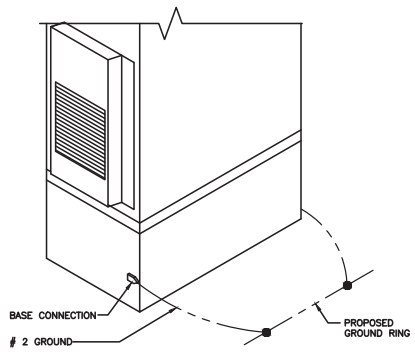
H-FRAME GROUNDING DETAIL | NO SCALE | 1

NOTES

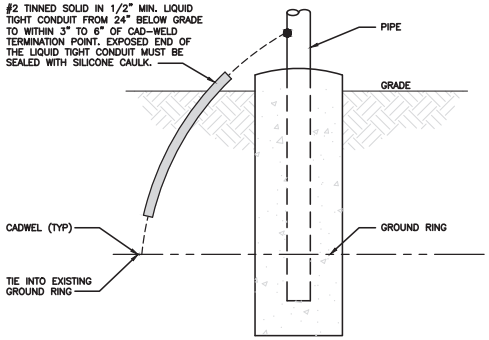
CABLE GROUNDING NOT REQUIRED WHEN ANTENNA IS LESS THAN 10' FROM CABINET



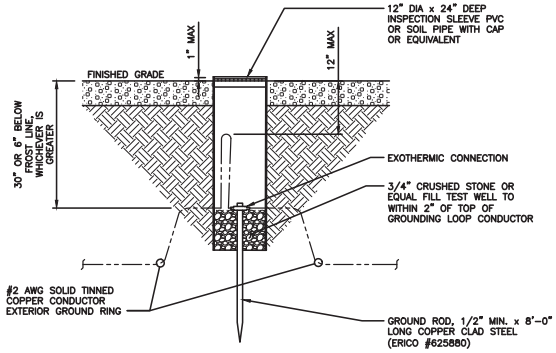
TYPICAL GPS UNIT GROUNDING | NO SCALE | 2



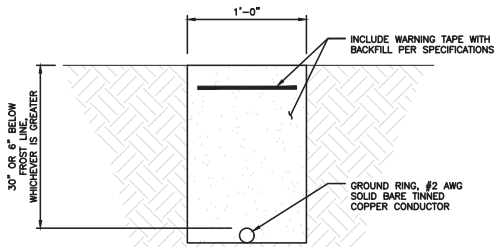
OUTDOOR CABINET GROUNDING | NO SCALE | 3



TRANSITIONING GROUND DETAIL | NO SCALE | 4



TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE | NO SCALE | 5



TYPICAL GROUND RING TRENCH | NO SCALE | 6

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6303 GLEASON ROAD
EDINA, MN 55424

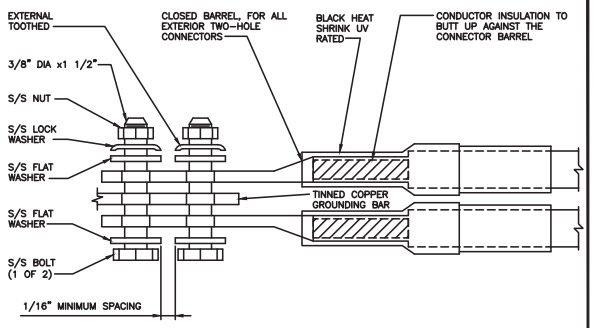
SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-2

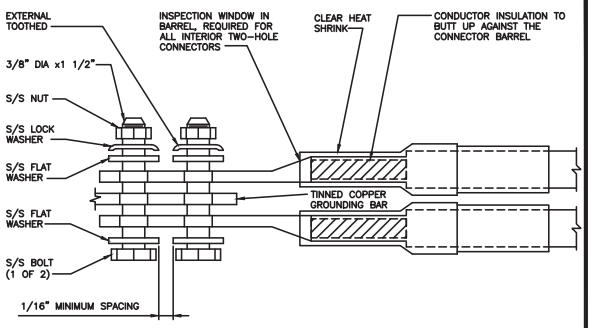
DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

1. EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
8. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).

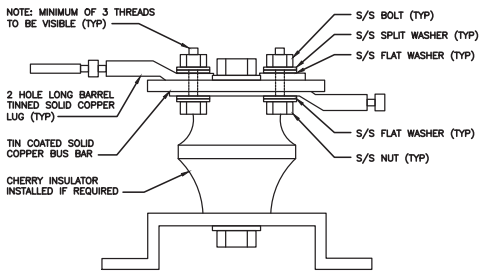
TYPICAL GROUNDING NOTES | NO SCALE | 1



TYPICAL EXTERIOR TWO HOLE LUG | NO SCALE | 2



TYPICAL INTERIOR TWO HOLE LUG | NO SCALE | 3



LUG DETAIL | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

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EDINA, MN 55424

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-3

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

RF JUMPER COLOR CODING

3/4" TAPE WIDTHS WITH 3/4" SPACING

LOW–BAND RRH –
(600MHz N71 BASEBAND) +
(850MHz N26 BAND) +
(700MHz N29 BAND) – OPTIONAL PER MARKET

ADD FREQUENCY COLOR TO SECTOR BAND
(CBRS WILL USE YELLOW BANDS)

ALPHA RRH				BETA RRH				GAMMA RRH			
PORT 1 + SLANT	PORT 2 – SLANT	PORT 3 + SLANT	PORT 4 – SLANT	PORT 1 + SLANT	PORT 2 – SLANT	PORT 3 + SLANT	PORT 4 – SLANT	PORT 1 + SLANT	PORT 2 – SLANT	PORT 3 + SLANT	PORT 4 – SLANT
RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
ORANGE	ORANGE	RED	RED	ORANGE	ORANGE	BLUE	BLUE	ORANGE	ORANGE	GREEN	GREEN
	WHITE (–) PORT	ORANGE	ORANGE		WHITE (–) PORT	ORANGE	ORANGE		WHITE (–) PORT	ORANGE	ORANGE
			WHITE (–) PORT				WHITE (–) PORT				WHITE (–) PORT

MID–BAND RRH –
(AWS BANDS N66+N70)

ADD FREQUENCY COLOR TO SECTOR BAND
(CBRS WILL USE YELLOW BANDS)

RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
PURPLE	PURPLE	RED	RED	PURPLE	PURPLE	BLUE	BLUE	PURPLE	PURPLE	GREEN	GREEN
	WHITE (–) PORT	PURPLE	PURPLE		WHITE (–) PORT	PURPLE	PURPLE		WHITE (–) PORT	PURPLE	PURPLE
			WHITE (–) PORT				WHITE (–) PORT				WHITE (–) PORT

HYBRID/DISCREET CABLES

INCLUDE SECTOR BANDS BEING SUPPORTED ALONG WITH FREQUENCY BANDS

EXAMPLE 1 – HYBRID, OR DISCREET, SUPPORTS ALL SECTORS, BOTH LOW–BANDS AND MID–BANDS

EXAMPLE 2 – HYBRID, OR DISCREET, SUPPORTS CBRS ONLY, ALL SECTORS

EXAMPLE 1	EXAMPLE 2	EXAMPLE 3
RED	RED	RED
BLUE	BLUE	ORANGE
GREEN	GREEN	PURPLE
ORANGE	YELLOW	
PURPLE		

FIBER JUMPERS TO RRHs

LOW–BAND RRH FIBER CABLES HAVE SECTOR STRIPE ONLY

LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH
RED	RED	BLUE	BLUE	GREEN	GREEN
	PURPLE		PURPLE		PURPLE

POWER CABLES TO RRHs

LOW–BAND RRH POWER CABLES HAVE SECTOR STRIPE ONLY

LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH
RED	RED	BLUE	BLUE	GREEN	GREEN
	PURPLE		PURPLE		PURPLE

RET MOTORS AT ANTENNAS

ANTENNA 1 LOW BAND/ "IN"	ANTENNA 1 HIGH BAND/ "IN"	ANTENNA 1 LOW BAND/ "IN"	ANTENNA 1 HIGH BAND/ "IN"	ANTENNA 1 LOW BAND/ "IN"	ANTENNA 1 HIGH BAND/ "IN"
RED	RED	BLUE	BLUE	GREEN	GREEN
	PURPLE		PURPLE		PURPLE

MICROWAVE RADIO LINKS

LINKS WILL HAVE A 1.5–2 INCH WHITE WRAP WITH THE AZIMUTH COLOR OVERLAPPING IN THE MIDDLE. ADD ADDITIONAL SECTOR COLOR BANDS FOR EACH ADDITIONAL MW RADIO.

MICROWAVE CABLES WILL REQUIRE P–TOUCH LABELS INSIDE THE CABINET TO IDENTIFY THE LOCAL AND REMOTE SITE ID'S

FORWARD AZIMUTH OF 0–120 DEGREES		FORWARD AZIMUTH OF 120–240 DEGREES		FORWARD AZIMUTH OF 240–360 DEGREES	
PRIMARY	SECONDARY	PRIMARY	SECONDARY	PRIMARY	SECONDARY
WHITE	WHITE	WHITE	WHITE	WHITE	WHITE
RED	RED	BLUE	BLUE	GREEN	GREEN
WHITE	WHITE	WHITE	WHITE	WHITE	WHITE
	RED		BLUE		GREEN
	WHITE		WHITE		WHITE

RF CABLE COLOR CODES | NO SCALE | 1

LOW BANDS (N71+N26) OPTIONAL – (N29)	ORANGE
AWS (N66+N70+H–BLOCK)	PURPLE
CBRS TECH (3 GHz)	YELLOW
NEGATIVE SLANT PORT ON ANT/RRH	WHITE

ALPHA SECTOR	BETA SECTOR	GAMMA SECTOR
RED	BLUE	GREEN

COLOR IDENTIFIER | NO SCALE | 2

NOT USED | NO SCALE | 3

NOT USED | NO SCALE | 4

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DISH Wireless L.L.C.
PROJECT INFORMATION
MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

SHEET TITLE
RF
CABLE COLOR CODE

SHEET NUMBER
RF-1

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

EXOTHERMIC CONNECTION
MECHANICAL CONNECTION
BUSS BAR INSULATOR
CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
EXOTHERMIC WITH INSPECTION SLEEVE
GROUNDING BAR
GROUND ROD
TEST GROUND ROD WITH INSPECTION SLEEVE
SINGLE POLE SWITCH
DUPLEX RECEPTACLE
DUPLEX GFCI RECEPTACLE
FLUORESCENT LIGHTING FIXTURE (2) TWO LAMPS 48–T8
SMOKE DETECTION (DC)
EMERGENCY LIGHTING (DC)
SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW LED–1–25A400/51K–SR4–120–PE–DDBTXD
CHAIN LINK FENCE
WOOD/WROUGHT IRON FENCE
WALL STRUCTURE
LEASE AREA
PROPERTY LINE (PL)
SETBACKS
ICE BRIDGE
CABLE TRAY
WATER LINE
UNDERGROUND POWER
UNDERGROUND TELCO
OVERHEAD POWER
OVERHEAD TELCO
UNDERGROUND TELCO/POWER
ABOVE GROUND POWER
ABOVE GROUND TELCO
ABOVE GROUND TELCO/POWER
WORKPOINT
SECTION REFERENCE
DETAIL REFERENCE

LEGEND

AB	ANCHOR BOLT
ABV	ABOVE
AC	ALTERNATING CURRENT
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AGL	ABOVE GROUND LEVEL
AIC	AMPERAGE INTERRUPTION CAPACITY
ALUM	ALUMINUM
ALT	ALTERNATE
ANT	ANTENNA
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BATT	BATTERY
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BTC	BARE TINNED COPPER CONDUCTOR
BOF	BOTTOM OF FOOTING
CAB	CABINET
CANT	CANTILEVERED
CHG	CHARGING
CLG	CEILING
CLR	CLEAR
COL	COLUMN
COMM	COMMON
CONC	CONCRETE
CONSTR	CONSTRUCTION
DBL	DOUBLE
DC	DIRECT CURRENT
DEPT	DEPARTMENT
DF	DOUGLAS FIR
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DWG	DRAWING
DWL	DOWEL
EA	EACH
EC	ELECTRICAL CONDUCTOR
EL.	ELEVATION
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ENG	ENGINEER
EQ	EQUAL
EXP	EXPANSION
EXT	EXTERIOR
EW	EACH WAY
FAB	FABRICATION
FF	FINISH FLOOR
FG	FINISH GRADE
FIF	FACILITY INTERFACE FRAME
FIN	FINISH(ED)
FLR	FLOOR
FDN	FOUNDATION
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FS	FINISH SURFACE
FT	FOOT
FTG	FOOTING
GA	GAUGE
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GLB	GLUE LAMINATED BEAM
GLV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE
HDG	HOT DIPPED GALVANIZED
HDR	HEADER
HGR	HANGER
HVAC	HEAT/VENTILATION/AIR CONDITIONING
HT	HEIGHT
IGR	INTERIOR GROUND RING
IN	INCH
INT	INTERIOR
LB(S)	POUND(S)
LF	LINEAR FEET
LTE	LONG TERM EVOLUTION
MAS	MASONRY
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
MTS	MANUAL TRANSFER SWITCH
MW	MICROWAVE
NEC	NATIONAL ELECTRIC CODE
NM	NEWTON METERS
NO.	NUMBER
#	NUMBER
NTS	NOT TO SCALE
OC	ON–CENTER
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
OPNG	OPENING
P/C	PRECAST CONCRETE
PCS	PERSONAL COMMUNICATION SERVICES
PCU	PRIMARY CONTROL UNIT
PRC	PRIMARY RADIO CABINET
PP	POLARIZING PRESERVING
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PWR	POWER CABINET
QTY	QUANTITY
RAD	RADIUS
RECT	RECTIFIER
REF	REFERENCE
REINF	REINFORCEMENT
REQ'D	REQUIRED
RET	REMOTE ELECTRIC TILT
RF	RADIO FREQUENCY
RMC	RIGID METALLIC CONDUIT
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
RWY	RACEWAY
SCH	SCHEDULE
SHT	SHEET
SIAD	SMART INTEGRATED ACCESS DEVICE
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
TEMP	TEMPORARY
THK	THICKNESS
TMA	TOWER MOUNTED AMPLIFIER
TN	TOE NAIL
TOA	TOP OF ANTENNA
TOC	TOP OF CURB
TOF	TOP OF FOUNDATION
TOP	TOP OF PLATE (PARAPET)
TOS	TOP OF STEEL
TOW	TOP OF WALL
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORY
UNO	UNLESS NOTED OTHERWISE
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
UPS	UNITERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
VIF	VERIFIED IN FIELD
W	WIDE
W/	WITH
WD	WOOD
WP	WEATHERPROOF
WT	WEIGHT

ABBREVIATIONS

dish wireless
5701 SOUTH SANTA FE DRIVE
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SHEET TITLE
LEGEND AND ABBREVIATIONS

SHEET NUMBER
GN-1

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED – NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH Wireless L.L.C. AND TOWER OWNER NOC & THE DISH Wireless L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.

2. "LOOK UP" – DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH Wireless L.L.C. AND DISH Wireless L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.

3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.

4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH Wireless L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA–322 (LATEST EDITION).

5. ALL SITE WORK TO COMPLY WITH DISH Wireless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH Wireless L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA–1019–A–2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."

6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH Wireless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.

10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.

11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.

12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH Wireless L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.

14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.

15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.

16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.

17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.

18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.

20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1.FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

CARRIER:DISH Wireless L.L.C.

TOWER OWNER:TOWER OWNER

2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.

3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.

4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.

5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.

6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.

7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.

12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER

13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

MARK EDWARD PETERSON
LICENSED
PROFESSIONAL
ENGINEER
53385
STATE OF MINNESOTA

09/20/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AJM	MAJ	MEP

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	08/18/2021	ISSUED FOR REVIEW
0	09/17/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

823886

DISH Wireless L.L.C.
PROJECT INFORMATION

MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-2

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.

2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.

3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°f AT TIME OF PLACEMENT.

4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.

5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:

#4 BARS AND SMALLER 40 ksi

#5 BARS AND LARGER 60 ksi

6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
- CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 BARS AND LARGER 2"
- #5 BARS AND SMALLER 1-1/2"
- CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
- SLAB AND WALLS 3/4"
- BEAMS AND COLUMNS 1-1/2"

7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.

2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.

3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.

4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.

4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.

5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.

6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).

7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.

8. TIE WRAPS ARE NOT ALLOWED.

9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.

12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).

14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.

15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.

17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.

18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.

19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.

20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.

21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).

22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).

23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.

24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.

25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.

26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.

27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.

28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.

29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH Wireless L.L.C.".

30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

dish wireless
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

MARK EDWARD PETERSON
LICENSED PROFESSIONAL ENGINEER
53385
STATE OF MINNESOTA
09/20/2021

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DRAWN BY:	CHECKED BY:	APPROVED BY:
AJM	MAJ	MEP

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	08/18/2021	ISSUED FOR REVIEW
0	09/17/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
823886

DISH Wireless L.L.C.
PROJECT INFORMATION
MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-3

DigiSigner Document ID: 5a586ad2-81a4-4efc-8842-0d31e41cf9ba

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.

2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.

3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.

4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.

5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.

6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.

7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.

8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.

9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.

10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.

11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.

12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.

13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.

14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.

15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.

16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.

17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.

18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.

19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.

20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).

21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.

dish wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299

MARK EDWARD PETERSON
LICENSED PROFESSIONAL ENGINEER
53385
STATE OF MINNESOTA
09/20/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
AJM	MAJ	MEP

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	08/18/2021	ISSUED FOR REVIEW
0	09/17/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
823886

DISH Wireless L.L.C.
PROJECT INFORMATION

MNMSP00053A
6303 GLEASON ROAD
EDINA, MN 55424

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-4

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.N.

To: Mayor and City Council

Item Type: Other

From: Grace Hancock, Sustainability Manager

Item Activity: Action

Subject: Resolution No. 2022-14: Support Calling for State and Federal Response to Cities' Action on Climate Change

---

ACTION REQUESTED:
Approve Resolution 2022-14, calling for state and federal response to cities' action on climate change.

INTRODUCTION:
The Minnesota Cities Climate Caucus is a statewide group of city council members and mayors whose goal is to take united action in the face of climate change in Minnesota. Council Member Jackson has been active in this group.

The City of Edina made a 2019 resolution in support for climate inheritance, committing to take actions that protect future generations from the consequences of climate change. This resolution builds on that commitment, joining with cities statewide to share how climate change impacts our local governments, to report steps cities can take and to call state and federal governments to action.

ATTACHMENTS:

Resolution No. 2022-14: Support Calling for State and Federal Response to Cities' Action on Climate Change

RESOLUTION NO. 2022-14
A RESOLUTION TO SUPPORT CALLING FOR STATE AND FEDERAL RESPONSE TO CITIES' ACTION ON CLIMATE CHANGE

WHEREAS, the community of the City of Edina values children and our legacy for future generations; and

WHEREAS, on August 20, 2019 in Resolution No. 2019-63, the City of Edina called for state and federal action to address climate change; and

WHEREAS, climate related disasters have only intensified since 2019, including drought across Minnesota in 2021, and drought-related wildfires in Minnesota, Canada and the United States west coast that have destroyed property, killed people and raised the pollutants in our air to dangerous levels; and

WHEREAS, Minnesota continues to experience more and more extreme precipitation events, with 2019 being the wettest year on record; and

WHEREAS, the City has received urgent calls to action by youth and other residents to address climate change; and

WHEREAS, the City passed a climate action plan in 2021 setting goals to reduce greenhouse gasemissions 45% reduction by 2030, and to reach net zero emissions by 2050; and

WHEREAS, Whereas, the City has taken steps to reduce and renew building energy use, advance a healthy urban forest and reduce waste; and

WHEREAS, the City established the Conservation and Sustainability Fund to reduce greenhouse gases, and is currently planning to spend over $10 million to begin to manage the flood risk associated with climate change; and

WHEREAS, transformational change must occur at all levels of society, including cities of all sizes to address the impending climate crisis;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Edina, Hennepin County, Minnesota:

To join with cities across Minnesota to acknowledge the threat to our infrastructure, property and health caused by climate change;

To acknowledge our shared opportunity and responsibility to act in response to climate change;

To ask the State of Minnesota to coordinate responses to climate change among cities, counties, regional planning organizations, commerce, industry and agriculture to adapt to climate change and partner with cities to identify projects to take advantage of climate action funding opportunities;

To give cities the tools necessary to mitigate climate change including legislative advancements and access to technical resources; and

To help cities adapt to the warmer, wetter and more severe weather associated with climate change, and advance cross-boundary partnerships to address climate risk at scale;

To ask the Federal Government to support climate mitigation and adaptation efforts of cities large and small, to invest in the infrastructure needed for a sustainable future, to ensure that the investment is at the scale needed, and to provide the necessary global leadership to keep global warming to 1.5 degrees Celsius/2.7 degrees Fahrenheit.

ADOPTED this 19th day of January, 2022

Attest:_____ _____

Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of January 19, 2022, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this 19th day of January, 2022

_____

City Clerk

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.O.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Aaron T. Ditzler, PE, Assistant City Engineer

Item Activity:
Action

Subject: Resolution No. 2022-16: Approving Parking Restrictions on Blake Road

---

ACTION REQUESTED:
Adopt Resolution No. 2022-16 approving parking restrictions on Blake Road from Vernon Avenue to Spruce Road.

INTRODUCTION:
The City Council authorized staff to prepare plans and specifications and advertise for bids for the reconstruction of Municipal State Aid (MSA) roadway Blake Road from Scriver Road to Spruce Road. Blake Road will continue to have no on-street parking due to the proposed improvements, and because Blake Road is designated as an MSA roadway and will be funded by MSA funds, a no parking resolution is required by MnDOT. Blake Road currently restricts parking on both sides of the street between Vernon Avenue and Scriver Road.

Staff recommends approval of Resolution No. 2022-16 approving parking restrictions on Blake Road from Vernon Avenue to Spruce Road.

ATTACHMENTS:

Resolution No. 2022-16: Approving Parking Restrictions on Blake Road

RESOLUTION NO. 2022-16
FOR PARKING RESTRICTIONS ON BLAKE ROAD
FROM VERNON AVENUE TO SPRUCE ROAD
FOR THE CITY OF EDINA, MINNESOTA

WHEREAS, the City of Edina has planned improvements for Blake Road from Vernon Avenue to Spruce Road, State Aid Project Nos. 120-147-014 and 120-177-006; and

WHEREAS, the City of Edina will be expending Municipal State Aid Funds on the improvements of Blake Road;

WHEREAS, the City of Edina currently restricts parking on Blake Road between Vernon Avenue and Scriver Road;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Edina, Minnesota, that the City Council of the City of Edina hereby bans the parking of motor vehicles on the east and west side of Blake Road between Vernon Avenue and Spruce Road.

Dated: January 19, 2022

Attest:_____ _____
Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its regular meeting of January 19, 2022, and as recorded in the Minutes of said Regular Meeting.

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

_____
City Clerk

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.P.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Tom Swenson, Assistant Director of Parks and Natural Resources

Item Activity:
Action

Subject: Request for Purchase: Rosland Parking Lot Resurfacing

---

ACTION REQUESTED:
Approve Request for Purchase for Rosland parking lot resurfacing by Bituminous Roadways for $46,960.

INTRODUCTION:
This project will mill and overlay the Rosland Park northern most parking lot near the playground. A portion of this lot will be replaced during the Nine Mile Creek Watershed District Rosland BMP stormwater project that improves water quality. This purchase includes the remaining portion of the parking lot so the entire lot is renovated upon completion of the project.

ATTACHMENTS:

Request for Purchase: Rosland Parking Lot Resurfacing

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200022**

Request for Purchase

Department: Parks & Recreation
Buyer: Tom Swenson
Date: 01/06/2022

Requisition Description: Rosland park parking lot mill and overlay

Vendor: BITUMINOUS ROADWAYS INC
Cost: $46,960.94

REPLACEMENT or NEW: REPLACEM - REPLACEMENT

PURCHASE SOURCE: STATE K - STATE CONTRACT

DESCRIPTION: Rosland park parking lot mill and overlay.

BUDGET IMPACT: Within the paths and surfaces replacement operating budget.

COMMUNITY IMPACT: Resurfaces parking lot used for playground, pool and park.

ENVIRONMENTAL IMPACT: NA

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle:
Vehicle - Make/Model/Year current vehicle (if replacement):
Vehicle - Does purchase meet Green Fleet Recommendations? -
Vehicle - If does not meet Green Fleet Recommendations, justification: -
MPG:
Carbon Emissions:

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.Q.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Brian Olson, Director of Public Works

Item Activity:
Action

Subject: Request for Purchase: Water Treatment Plant 6 Filter Improvements

---

ACTION REQUESTED:
Approve Request for Purchase for Water Treatment Plant (WTP) 6 Filter Improvements with MN Mechanical Solutions for $291,380.

INTRODUCTION:
This purchase is for removal and replacement of filter media, valves and actuators and air supply tubing and related fittings.

ATTACHMENTS:

Request for Purchase: Water Treatment Plant 6 Filter Improvements

Recommendation Letter and Bid Tab

CITY OF EDINA
4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number **12200032**

Request for Purchase

Department: Public Works
Buyer: Dave Goergen
Date: 01/14/2022

Requisition Description: (WTP) 6 Filter Media Replacement

Vendor:
Cost: $291,380.00

REPLACEMENT or NEW: REPLACEM - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION: Filter media, valves, actuators and fittings replacement

BUDGET IMPACT: Utility Fund - Water CIP

COMMUNITY IMPACT: n/a

ENVIRONMENTAL IMPACT: n/a

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle: n/a
Vehicle - Make/Model/Year current vehicle (if replacement): n/a
Vehicle - Does purchase meet Green Fleet Recommendations? -
Vehicle - If does not meet Green Fleet Recommendations, justification: -
MPG: n/a
Carbon Emissions: n/a

www.ae2s.com

January 11, 2022

Mr. Brian Olson
Public Works Director
City of Edina
7450 Metro Boulevard
Edina, MN 55439

Re: Recommendation for Notice of Award
Water Treatment Plant No. 6 Filter Improvements
City of Edina
Edina, Minnesota

Dear Mr. Olson:

Pursuant to the authority of the City of Edina and following proper legal advertisement, the Edina Water Treatment Plant No.6 Filter Improvements project accepted only online electronic bids through QuestCDN through Monday, January 10th at 10:00 AM. Immediately following expiration of the time for receiving bids, the bids were viewed. Due to COVID-19, no public bid opening occurred. Five (5) sealed bids were received for the project.

The project Bid Form consists of the Base Bid which includes a lump sum price for covering the summary of work to generally include installation of the Edina WTP No. 6 Filter Improvements. The Base Bid is for review and consideration by the City of Edina City Council. A detailed copy of the Bid Opening Tabulation is attached for your reference.

The project consists of the following component:

Contract No. 1 - Edina WTP No. 6 Filter Improvements

Lump Sum Base Bid - WTP No. 1 Rehabilitation:
The Project generally consists of the following primary components:

1. Select process piping improvements: Provide a connection and associated pipe, valves, fittings, and instrumentation to reconfigure the backwash supply to be from distribution (current backwash source is from well). Electrical and I&C modifications are not included in scope and will be provided by Others. Addition of draindown piping system to facilitate air scour only step in filter backwash process.
2. Select pressure filter refurbishments: Media replacement, including anthracite, silica sand, and all gravel underdrain layers. Inspection of existing PVC header/lateral underdrain and air scour system for minor damage and replacement.

The attached Bid Tabulation presents a comparison of the apparent low bid to the Engineer's Opinion of Total Probable Cost for the project, which was $244,000, which included a 10% contingency. Bids were received from five (5) contractors including Magney Construction, Inc. from Chanhassen, MN, Rice Lake Construction Group from Deerwood, MN, Municipal Builders,

Inc. from Nowthen, MN, MN Mechanical Solutions, Inc. from Waite Park, MN, and Rubin Construction, LLC. From Tyler, MN.

Five (5) General Contractors attended the mandatory Pre-Bid meeting, of which, five (5) responded to the bid opening. All General Contractors that attended could provide a quality product.

Based on a review of the bids received, pending the City of Edina acceptance of the contract price, and upon all local funding being secured, Advanced Engineering and Environmental Services, LLC. (AE2S) recommends that the City of Edina award the Base Bid construction contract to MN Mechanical Solutions, Inc. of Waite Park, Minnesota. MN Mechanical Solutions, Inc. was the lowest responsive and responsible bidder for a total construction cost of $291,380.

AE2S truly appreciates the opportunity to continue working with you on this very important project for the City of Edina. Should you have any questions or comments, please feel free to contact me.

Sincerely,
AE2S

Abbie Browen, P.E.
Project Manager

Attachment
Bid Tabulation

Water Treatment Plant #6 Filter Improvements (#8092859)
Owner: Edina MN, City of
Solicitor: AE2S
01/10/2022 10:00 AM CST

						Engineer Estimate		MN Mechanical Solutions		Municipal Builders, Inc.		Rubin Construction LLC		Rice Lake Construction Grp		Magney Construction, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Lump Sum Base Bid							$244,000.00		$291,380.00		$347,229.00		$368,000.00		$439,600.00		$447,700.00
	1	1	All work described in Section 01 11 00 - Summary of work to generally include istallation of Edina WTP #6 Filter Improvements	LS	1		$244,000.00	$291,380.00	$291,380.00	$347,229.00	$347,229.00	$368,000.00	$368,000.00	$439,600.00	$439,600.00	$447,700.00	$447,700.00
Base Bid Total:							$244,000.00		$291,380.00		$347,229.00		$368,000.00		$439,600.00		$447,700.00

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.R.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Kelly Curtin, Human Resources Director

Item Activity:
Action

Subject: Approve 2022-2023 Union Contract for IOUE Local 49 Public Service Workers

---

ACTION REQUESTED:
Approve the 2022-2023 Union Contract for IOUE Local 49 Public Service Workers.

INTRODUCTION:
The attached Tentative Agreement has been negotiated in good faith by City and Union leadership, and the union has voted to approve this contract. The last step in the process is approval by the City Council. Substantive changes to this contract include:

- 2% Wage Increase for 2022
- 4.25% Wage Increase for 2023
- Addition of Juneteenth as a paid holiday
- Increase in Premium Pay by $0.75/hour
- Increase in Scheduled Utility System Monitoring pay by $5 each day on-call
- Minor clarifying or grammatical changes to current language

Staff recommends approval of this contract.

ATTACHMENTS:

Tentative Agreement: 2022-2023 City and IOUE Local 49

Current City and IOUE Local 49 Contract

TENTATIVE AGREEMENT
City of Edina & IUOE Local 49 Public Service Worker Bargaining Unit
December 17, 2021

Article 12 – Scheduled Utility System Monitoring

When assigned by the Employer to perform utility system monitoring and operations activities from a remote location on weeknights, Saturdays, Sundays or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid ~~$70~~ **$75** per weeknight (3:30 p.m. to 7:00 a.m. – Monday, Tuesday, Wednesday, Thursday, and Friday) and ~~$140~~ **$145** per 24-hour day on Saturday, Sunday, or Holidays (7:00 a.m. to 7:00 a.m.) as system monitoring and operations pay. Articles 10 & 11 will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

Tentative Agreement

Article 14 – Sick Leave with Pay

~~14.6 Employees will receive their birthday/ personal day off with pay provided the employee has used three (3) days or less (24 hours or less) sick leave during the previous calendar year. This day off will be approved only by the department head. In addition, employees will have the option of two (2) days off with pay provided the employee has used twelve (12) hours or less of sick leave during the previous calendar year.~~

Tentative Agreement

Article 16 – Holidays

16.1 The following legal holidays will be observed as paid holidays:

- New Year's Day …… …….. January 1st
- Martin Luther King Day …… …. 3rd Monday in January
- President's Day ……. 3rd Monday in February
- Memorial Day …… Last Monday in May
- **Juneteenth…….. June 19th**
- Independence Day ……. July 4th
- Labor Day ……. 1st Monday in September
- Veteran's Day …… November 11th
- Thanksgiving Day ……. 4th Thursday in November
- Day after Thanksgiving Day ……. 4th Friday in November
- Christmas Eve Day …… December 24th
- Christmas Day …… December 25th
- Floating Holiday

Tentative Agreement

Article 33 – Duration A This Agreement shall be effective January 1, ~~2020~~ **2022** and shall remain in full force and effect until the 31st day of December ~~2021~~ **2023**.

Tentative Agreement

Appendix A-1 – Wages:

- 2% increase to all steps and classifications effective 1/1/2022.
- 4.25% increase to all steps and classifications effective 1/1/2023.

Effective Date 01/01/2022

Step	Hourly Rate
1	$29.8044
2	$31.7832
3	$32.8440
4	$34.5474
5	$36.4752
6	$38.4030

Effective Date 01/01/2023

Step	Hourly Rate
1	$31.0711
2	$33.1340
3	$34.2399
4	$36.0157
5	$38.0254
6	$40.0351

- Premium Pay increase from $3.50 to $4.25

A premium pay of ~~$3.50~~ **$4.25** per hour will be paid to Park Maintenance employees for hours worked prior to 7:00 A.M. while engaged in regularly scheduled ice rink maintenance. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses comp time, they are exempt from premium pay. Premium pay will not be paid during overtime worked.

Premium Pay – Snow and Ice Emergency Pay. A premium pay of ~~$3.50~~ **$4.25** per hour will be paid to Public Works**,** ~~and~~ Park Maintenance**, and Facilities** employees for hours worked prior to the start of the regularly scheduled shift while engaged in emergency snow and ice control. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses comp time, they are exempt from premium pay. Premium pay will not be paid during overtime worked. There will be no pyramiding of premium pay (Intent of language is to be exactly the same as above practice in the Park Dept.).

Tentative Agreement

Appendix A-2 Seasonal Employees:

Summertime Seasonal Employees

6. Contract Provisions Applicable. Seasonal employees shall not be covered by those provisions of the contract relating to:

- Call Back
- Discipline
- Seniority
- Insurance
- **Uniforms**

Tentative Agreement

Memorandums of Understanding

1) Central Pension Fund In #8: MOU to reflect contribution rate of $1.25 and 7/21/2021 start date

This Memorandum will remain in effect from January 1, ~~2020~~ **2022** through December 31, ~~2021~~ **2023**. As of January 1, ~~2022~~, **2024** this Memorandum may be extended, modified, or eliminated at either party's request.

Tentative Agreement

2) Commercial Driver's License

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Driver's License (CDL) rules ~~and the pending changes to those rules~~.

The following conditions will apply to no more than five (5) Public Works employees in the Local 49 Bargaining Unit at any given time. Additionally, only a maximum of three (3) of the above five (5) Public Works employees may be without a Class C driver's license. **The five (5) and three (3) employee limitations referenced above will be reduced by the number of employees in the bargaining unit that are on a medical leave of absence or other protected leave, including but not limited to a FMLA-qualifying event, ADA accommodation, workers' compensation, or parental leave.**

A. If an employee temporarily loses his/her CDL, the Employer will accommodate the employee by assigning him/her to duties that do not require a CDL, not to exceed twelve (12) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
B. If an employee temporarily loses his/her driver's license, the Employer will accommodate the employee by assigning him/her to duties that do not require a driver's license, not to exceed six (6) months during

the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.

C. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
D. The application of this Agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
E. This Memorandum of Understanding applies to driving violations outside the workplace.
F. This Memorandum of Understanding does not include positive test results from the Department of Transportation's required random testing.
G. A seventeen percent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

This Memorandum will remain in effect from January 1, ~~2020~~ **2022** through December 31, ~~2021~~ **2023**. As of January 1, ~~2022~~ **2024**, this Memo may be extended, modified, or eliminated at either party's request.

Tentative Agreement

3) Health Care Savings Plan

This Memorandum will remain in effect from January 1, ~~2020~~ **2022** through December 31, ~~2021~~ **2023**. As of January 1, ~~2022~~, **2024** this Memorandum may be extended, modified, or eliminated at either party's request.

Tentative Agreement

4) Parks On Call Program

1. This Program is for the life of the contract, from January 1, ~~2020~~ **2022** to December 31, ~~2021~~ **2023**.
2. When an employee is assigned to be on-call weeknights, Saturdays, Sundays, or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid ~~$40~~ **$45** per week night (after employee's regular scheduled shift Monday through Friday) and ~~$80~~ **$85** per 24-hour shift on Saturdays, Sundays or Holidays. Article 10 and 11 will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

Tentative Agreement

Miscellaneous

1) Update Union logo **Tentative Agreement**
2) Clean up any grammatical or numbering errors in the contract **Tentative Agreement**
3) Change his/her to gender neutral pronouns **Tentative Agreement**

LABOR AGREEMENT

between

THE CITY OF EDINA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL No. 49
AFL-CIO

JANUARY 1, 2020 to DECEMBER 31, 2021

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LABOR AGREEMENT

BETWEEN

THE CITY OF EDINA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49
AFL-CIO

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Edina hereinafter called the Employer, and Local No. 49, International Union of Operating Engineers, AFL-CIO, hereinafter called the Union.

The intent and purpose of this Agreement is to:

1.1 Establish certain hours, wages and other conditions of employment;

1.2 Establish procedures for the resolution of disputes concerning the interpretation or application of the specific terms and conditions of this Agreement.

1.3 Specify the full and complete understanding of the parties; and

1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive representative for all employees in the job classifications listed below who are public employees within the meaning of Minn. Stat. §179A.03, Subdivision 14 excluding supervisory, confidential and all other employees:

Public Service Worker – Utilities
Public Service Worker – Asphalt
Public Service Worker – Concrete
Public Service Worker – Electrician/HVAC
Public Service Worker – Parks
Public Service Worker – Mechanics

ARTICLE 3 - UNION SECURITY

In recognition of the Union as the exclusive representative the Employer shall:

3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and

3.2 Remit such deduction to the appropriate designated officer of the Union.

3.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.

3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 4 - EMPLOYER SECURITY

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all staffing, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 - EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

6.1 **Definition of a Grievance**
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 **Union Representatives**
The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

6.3 **Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 **Procedure**

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services (BMS) for mediation. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer at Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the BMS.

6.5 **Arbitrator's Authority**

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 **Waiver**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union.

6.7 **Choice of Remedy**

If, as a result of the Employer response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article VI or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article VI the grievance is not subject to the arbitration procedure as provided in Step 5 of Article VI. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of Article VI or another appeal procedure – and shall sign a statement to the effect that the choice of any

other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 6.

ARTICLE 7 - DEFINITIONS

7.1 **Union:** The International Union of Operating Engineers, Local No. 49, AFL-CIO.

7.2 **Employer:** The City of Edina.

7.3 **Union Member:** A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.

7.4 **Employee:** A member of the exclusively recognized bargaining unit.

7.5 **Base Pay Rate:** The employee's hourly pay rate exclusive of longevity or any other special allowance.

7.6 **Seniority:** Length of continuous service in any of the job classifications covered by Article 2 – Recognition. Employees who are promoted from a job classification covered by this Agreement and return to a job classification covered by this Agreement shall have their seniority calculated on their length of service under this Agreement for the purposes of promotion, transfer and lay off and total length of service with the Employer for other benefits under this Agreement.

7.7 **Severance Pay:** Payment made to an employee upon honorable termination of employment.

7.8 **Overtime:** Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

7.9 **Call Back:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE 8 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 9 - WORK SCHEDULES

9.1 The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.

9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day. The Employer will give seven (7) days advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.

9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10 - OVERTIME PAY

10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.

10.2 Overtime will be distributed as equally as practicable. For the purposes of this section, overtime totals will be zeroed out at the end of the last pay period of every even-numbered year.

10.3 Under Article 10.2, overtime opportunities not worked by employees will be recorded as not worked.

10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

10.5 When employee exceeds fourteen (14) hours continuous service, all hours in excess of fourteen (14) will be paid at twice the base rate.

10.6 All overtime work performed by employees between the hours of 12:00 A.M. and 11:59 P.M. on New Year's Day, the Fourth of July, Labor Day, Christmas Day, Thanksgiving Day, Christmas Eve and New Year's Eve will be paid two times the regular rate of pay.

ARTICLE 11 - CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of three (3) hours' pay at one and one-half (1½) times the employee's

base pay rate. Early reporting or extension of regularly scheduled work shall not qualify for the call back minimum.

ARTICLE 12 - SCHEDULED UTILITY SYSTEM MONITORING

When assigned by the Employer to perform utility system monitoring and operations activities from a remote location on week nights, Saturdays, Sundays or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid $70 per week night (3:30 p.m. to 7:00 a.m. – Monday, Tuesday, Wednesday, Thursday, and Friday) and $140 per 24-hour day on Saturday, Sunday, or Holidays (7:00 a.m. to 7:00 a.m.) as system monitoring and operations pay. Article 10 & 11 will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

ARTICLE 13 - VACATION LEAVE WITH PAY

13.1 **Amount.** The following accrual schedule shall apply to eligible employees:

1-5 continuous years of regular full-time employment	3.076 hours per pay period (10 days per year)
6-10 continuous years of regular full-time employment	4.61 hours per pay period (15 days per year)
11-15 continuous years of regular full-time employment	An additional .307 hours per pay period or one (1) additional day of vacation for each additional year of service to 15 years of service. (Total at 15 years of service – 20 days per year).
16 continuous years of regular full-time employment	6.154 hours per pay period (20 days per year)
17 years or more of continuous service of regular full-time employment	An additional .307 hours per pay period or one (1) additional day of vacation for a total of twenty-one (21) days of vacation per year.

13.2 **Conditions Affecting Accrual of Vacation** – Although leaves of absence, under Section 12 of the City's ordinance, do not affect the continuous years of service, for the purpose of determining accrual rates, vacation shall not accrue during leaves of absence under said Section 12.

13.3 **When Taken.** Vacation leave may be used as earned, subject to the approval of the department heads to the time at which it is taken.

13.4 **Maximum Annual Carry Forward**
Employees will be able to accrue a maximum of 480 hours of vacation leave. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480 hours will be paid to employees who leave in good standing upon termination of employment.

Excess Vacation Accrual Account (EVAA)
Some employees hired prior to January 2013 have an EVAA that was set up to assist in the transition to the current accrual limits.
Balances in the EVAA are reflected on employee pay stubs and can be used in the following ways:

- Vacation or sick leave in one-hour increments.
- In November of each year, employees will have the option of cashing out up to 40 hours of vacation leave at their current base rate of pay. The City Manager may allow a higher number for all employees, based on city finances.
- Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.

13.5 **Accrual During Leave.** An employee using earned vacation or sick leave shall accrue vacation and sick leave during such use.

13.6 **Vacation Donation**. Any employee can donate up to two (2) days of accrued vacation leave to an individual who is out of sick leave and vacation leave. Every hour of vacation donated equals one hour of vacation for the recipient, regardless of hourly rate. Vacation must be donated in one-day increments (8 hours or 16 hours). The donation is irrevocable.

13.7 **New Employees.** The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

ARTICLE 14 - SICK LEAVE WITH PAY

14.1 Full-time employees shall accrue sick leave, with pay, at the rate of eight (8) hours per month.

14.2 Paid sick leave may be used as defined in the City's personnel policies/Employee Handbook.

14.3 Employees requesting sick leave shall contact the Employer or the Employer's representative prior to the time the employee is regularly scheduled to report for duty or if unable to do so, notify him/her within the first thirty (30) minutes of the scheduled work day.

14.4 Written request for the sick leave to be used for other than personal injury or illness is to be made to the Employer's representative prior to the using of the sick leave or the work day following the employee's return. The Employer reserves the right to verify the reported cause for the requested sick leave by such means as he/she deems necessary.

14.5 The employee, at the request of the Employer, shall provide proof of his/her physical ability to perform his/her normal duties upon his/her return from sick leave.

14.6 Employees will receive their birthday/ personal day off with pay provided the employee has used three (3) days or less (24 hours or less) sick leave during the previous calendar year. This day off will be approved only by the department head. In addition, employees will have the option of two (2) days off with pay provided the employee has used twelve (12) hours or less of sick leave during the previous calendar year.

14.7 Any employee may donate up to four (4) days of his/her sick leave to another employee who is out of sick and vacation leave. Every two hours of sick leave donated equals one hour of sick leave for the recipient, regardless of hourly rate. Sick leave must be donated in two-day increments (either 32 hours or 16 hours). The donation is irrevocable.

14.8 **Payment for Unused Sick Leave**

Regular full-time employees who have sick leave benefits and leave the City in good standing after a minimum of five (5) years of full-time employment or who were employed by the City prior to January 1, 2016 and leave in good standing shall receive a lump sum payment equal to 50% of his or her accrued and unused sick leave as of the date of separation. The maximum number of hours subject to this payment shall not exceed 960 hours, (i.e. 1,920 hours of accrued and unused sick leave x 50% = 960 hours). The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of separation.

ARTICLE 15 - LEAVE WITHOUT PAY

15.1 An employee may be granted leave of absence without pay or benefits on account of sickness, disability, jury duty or other good and sufficient reasons which are considered to be in the best interest of the Employer. Such leave of absence shall not exceed ninety (90) working days unless a longer period is approved by the Employer.

15.2 All leaves of absence without pay shall receive the advance approval of the Employer.

15.3 In the case the employee is called to jury duty, the employee shall receive an amount of compensation from the Employer which will equal the difference between the employee's regular pay and the compensation paid for the jury duty.

ARTICLE 16 - HOLIDAYS

16.1 The following legal holidays will be observed as paid holidays:

- New Year's Day .... January 1st
- Martin Luther King Day .... 3rd Monday in January
- President's Day ..... 3rd Monday in February
- Memorial Day ..... Last Monday in May
- Independence Day ..... July 4th
- Labor Day ..... 1st Monday in September
- Veteran's Day ..... November 11th
- Thanksgiving Day ..... 4th Thursday in November
- Day after Thanksgiving Day ..... 4th Friday in November
- Christmas Eve Day ..... December 24th
- Christmas Day ..... December 25th
- Floating Holiday

16.2 Except for Christmas Eve, when a paid holiday falls on a non-scheduled work day, the regular scheduled work day closest to the holiday shall be observed as the holiday. If Christmas Eve falls on a Friday, Saturday, or Sunday, full-time employees will receive an additional floating holiday in lieu of the Christmas Eve holiday for that year.

16.3 Effective January 1, 2016, New Year's Eve is no longer a paid City Holiday. On New Year's Eve, employees will be paid two times the regular rate of pay described in 10.6 only if called in outside of regularly scheduled hours.

16.4 Effective January 1, 2000, Columbus Day is dropped from the list of holidays in exchange for one (1) floating Holiday.

ARTICLE 17 - RESIGNATIONS

Any employee wishing to terminate his/her employment with the Employer in good standing shall file a written resignation with the Employer at least fourteen (14) calendar days prior to the termination date. Failure by the employee to file said resignation within the required fourteen (14) day period may be considered just cause for the Employer to deny future employment and severance pay to the employee. Unauthorized absence from work for a period of three (3) consecutive working days may be considered by the Employer as a resignation by the employee.

ARTICLE 18 - USE OF CITY EQUIPMENT AND FACILITIES

City tools, equipment and facilities are to be used only for official business unless specifically authorized by the Employer as a condition of the employee's employment.

ARTICLE 19 - UNIFORMS

19.1 The Employer shall provide eleven (11) uniforms and two (2) work jackets or equivalent clothing program equal to $500.00 funding level for each employee, subject to three conditions:

(1) Employee must wear approved uniform.
(2) Uniform shirt would have City identification on it.
(3) Sleeved shirt and long pants are mandatory minimum uniform.

19.2 The Employer will provide up to Two Hundred Dollars ($200) per year per employee for the purchase of safety shoes and Twenty-Five Dollars ($25.00) for safety glasses not provided in Section 19.1.

ARTICLE 20 - TUITION REIMBURSEMENT

20.1 The Employer encourages its employees to improve job performance in their present positions and to prepare for advancement through self-development. Towards this end, the Employer will share the cost of education which directly relates to the performance of an employee on his/her present assignment or which prepares him/her for advancement in the foreseeable future.

20.2 The Employer shall pay 100% of the initial cost of classes being taken to fulfill a Career Development requirement. At completion of the class, Employees not eligible to have received full payment in accordance with the chart below, shall have any difference owed the City withheld from their next paychecks until such amount has been fully repaid to the Employer. Employees leaving the City before class completion shall have the full amount withheld from their final paycheck.

For non-Career Development class requirements, The Employer will reimburse eligible employees upon presentation of their final grades for the following:

Grade of A	100% of tuition
Grade of B	100% of tuition
Grade of C	90% of tuition
Grade of D	0% of tuition
Pass/Fail	100% of tuition if passed

The total amount reimbursed for both career development and non-career development courses annually will not exceed the total annual amount permitted by the IRS as an employer provided educational benefit.

20.3 Charges for books, supplies, transportation, time required to take the course and all other incidental expenses shall be borne by the employee.

20.4 Courses paid for in full under the G.I. Bill or other Federal, State, or private funds are not eligible for tuition reimbursement. Courses paid for by other than Employer funds which exceed the percentages of reimbursement designated in 20.2 are not eligible for Employer tuition reimbursement. Courses paid for by other than Employer funds, but not equal to the percentages designated in 20.2 are eligible for the Employer tuition reimbursement in the amount of the difference between the funds provided and the percentages designated in 20.2.

20.5 To become eligible for tuition reimbursement, the employee must:

(a) Have satisfactorily completed one years' service.
(b) Received approval of the course at the particular school from the Employer prior to the commencement of the course.

ARTICLE 21 - NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM

It is agreed by the City and the Union that both parties shall provide the equal employment opportunities and membership in the Union without regard for race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, age or criminal record.

ARTICLE 22 - WAGE RATES

See Job Classifications and Wage Rates in Appendix "A-1".

ARTICLE 23 - LEGAL DEFENSE

23.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.

23.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the employee's employment, when such act is performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 24 - RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 25 - DISCIPLINE

25.1 The Employer will discipline employees only for just cause.

25.2 After four years of employment, the Employer will annually review an employee's personnel file. The Employer will not consider for discipline purposes employee's personnel record, letters and other written documents that relate to reprimand and commendations; and all such documents that are older than three (3) years.

25.3 The Employer will not conduct an investigatory interview with an employee where the information from the interview could lead to disciplinary action against the employee without the employee being given the right to have a third party or Union Representative present at the interview.

ARTICLE 26 - SENIORITY

26.1 Seniority will be the determining criterion for transfers, promotions and lay-offs only when all job-relevant qualification factors are equal.

26.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 27 - PROBATIONARY PERIODS

27.1 All newly hired or rehired employees will serve a twelve (12) months' probationary period.

27.2 All employees will serve a twelve (12) months' probationary period in any job classification in which the employee has not served a probationary period.

27.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

27.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 28 - SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

Employees will wear safety equipment that is provided by the City during applicable situations.

ARTICLE 29 - JOB POSTING

29.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

29.11 have the necessary qualifications to meet the standards of the job vacancy; and

29.12 have the ability to perform the duties and responsibilities of the job vacancy.

29.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 27 [PROBATIONARY PERIOD].

29.3 The Employer has the right to final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience. Whenever all job relevant qualifications, abilities and experience are equal, then seniority will prevail.

29.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 30 - INSURANCE

The Employer will provide the same employer contribution to the City's cafeteria plan as is given to all non-Union City employees.

ARTICLE 31 - INJURY ON DUTY [IOD]

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer may choose to be paid the difference between the employee's normal net take home pay (i.e., regular salary less mandatory deductions) and Worker's Compensation Insurance payments for a period not to exceed ninety (90) working days, charged to the employee's sick leave, vacation, or other accumulated benefits.

Such injury-on-duty pay shall be granted only to employees certified by the Worker's Compensation carrier as being incapacitated as a result of injury incurred through no misconduct of their own while on the actual performance of City assigned duties and only during the period they remain so certified.

The City Manager shall have the discretion to require an injured employee to submit to a medical examination by competent medical authority approved by the City to determine if the employee is capable and qualified to return to any assigned City duties commensurate with his/her capabilities.

To qualify for such compensation an employee shall comply with all requirements of the Minnesota Worker's Compensation Law.

ARTICLE 32 - WAIVER

32.1 Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

32.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All Agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 33 - DURATION

This Agreement shall be effective January 1, 2020 and shall remain in full force and effect until the 31st day of December 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 19th day of December 2019.

FOR THE INT'L Union OF OPERATING ENGINEERS, LOCAL NO. 49:

Jason George, Business Manager

Chris Chantry, Area Business Rep.

Brandon Freeman, Steward

Jerry Reiter, Steward

Travis Gossard, Steward

Jay Van Altvorst, Steward

Keith Rischmiller, Steward

FOR THE CITY OF EDINA:

Scott Neal, City Manager

Kelly Curtin, HR Director

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CITY OF EDINA

APPENDIX A-1

WAGES

A. The following wage schedule will be in effect from the first payroll period in 2020 through the last payroll period in 2021:

Classification:

Public Service Worker – Utilities
Public Service Worker – Asphalt
Public Service Worker – Concrete
Public Service Worker – Electrician/HVAC
Public Service Worker – Parks
Public Service Worker – Mechanics

Hourly wage rates for the above classifications fall under the Career Development Program and shall be as follows:

	2020	2021
Step 1	28.37	29.22
Step 2	30.25	31.16
Step 3	31.26	32.20
Step 4	32.89	33.87
Step 5	34.72	35.76
Step 6	36.55	37.65

A premium pay of $3.50 per hour will be paid to Park Maintenance employees for hours worked prior to 7:00 A.M. while engaged in regularly scheduled ice rink maintenance. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses comp time, they are exempt from premium pay. Premium pay will not be paid during overtime worked.

Premium Pay – Snow and Ice Emergency Pay. A premium pay of $3.50 per hour will be paid to Public Works and Park Maintenance employees for hours worked prior to the start of the regularly scheduled shift while engaged in emergency snow and ice control. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses comp time, they are exempt from premium pay. Premium pay will not be paid during overtime worked. There will be no pyramiding of premium pay (Intent of language is to be exactly the same as above practice in the Park Dept.).

Acting Supervisor Pay – Employees assigned to act as supervisor by the Employer, for no less than three (3) weeks, shall receive a five percent (5%) increase to their base wage rate for all hours worked while acting as supervisor. Pay will be retroactive to the first day they were assigned to act as a supervisor.

CITY OF EDINA

APPENDIX A-2

SEASONAL EMPLOYEES

The City of Edina and I.U.O.E. Local 49 recognize the following two types of seasonal workers:

Retirees of the Edina Public Works Bargaining Unit

1. **Retiree Seasonal Employee:** An employee who works in a position that is reasonably expected to be 163 calendar days or less within the January 1 to December 31 time period. The 163-day period starts on the first day that any Retiree Seasonal Employee starts to work. All Retiree Seasonal Employees shall be terminated from employment at the end of the initial 163-day period. During the 163 Retiree Seasonal Employment Period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the 163-day period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2.

   (1.a.) The 163-day period mentioned above shall be kept by each department, (i.e. Park Department Retiree Seasonal Employees get to work 163 days and Public Works Department Retiree Seasonal Employees get to work 163 days).

2. **Union Security.** The Employer shall deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all Retiree Seasonal Employees authorizing in writing such deduction, or as allowed for fair share dues as provided for under PELRA, and remit such deduction to the appropriate designated officer of the Union.

3. **Rates of Pay.** Retiree Seasonal Employee's rate of pay shall be in accordance with the Step 1 wage as identified in this COLLECTIVE BARGAINING Agreement ***Appendix A-4 Career Development.***

4. **Equipment Operation.** Retiree Seasonal Employees shall be allowed to operate all equipment they are qualified by the Employer and licensed by law to operate.

5. **Benefits.** Retiree Seasonal Employees shall not be eligible for any benefits under this Agreement except those which may be required by law.

6. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.

7. **Probation Period.** All newly hired or rehired Retiree Seasonal Employees will serve a probationary period for the duration of their employment up to six (6) months.

At any time during the probationary period, a newly hired or rehired Retiree Seasonal Employee may be terminated at the sole discretion of the Employer.

Summertime Seasonal Employees

1. **Seasonal Employee:** An employee who works in a position that is between April 1 and October 31. All seasonal employees shall be terminated from employment on October 31. During the seasonal employment period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the seasonal period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2. No seasonal/temporary employee will operate any equipment requiring a CDL license, or any heavy equipment. No seasonal employee will operate tractors with buckets or self-propelled mowers that exceed 48" in diameter. Exceptions to equipment operation may be made in specific and individual circumstances with mutual approval of the City and Union.

2. **Rates of Pay.** Seasonal employees' rate of pay shall be in accordance with the seasonal/temporary pay plan established by the City Manager.

3. **Benefits.** Seasonal employees shall not be eligible for any benefits under this Agreement except those which may be required by law.

4. **Probation Period.** All newly hired or rehired seasonal employees will serve a probationary period for the duration of their employment up to seven (7) months.

   At any time during the probationary period, a newly hired or rehired seasonal employee may be terminated at the sole discretion of the Employer.

5. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.

6. **Contract Provisions Applicable.** Seasonal employees shall not be covered by those provisions of the contract relating to:
   - Call Back
   - Discipline
   - Seniority
   - Insurance

CITY OF EDINA

APPENDIX A-3

CAREER DEVELOPMENT PROGRAM

The City of Edina Career Development Program was created to provide advancement opportunities for all employees based on their performance, training, education and years of service. The program consists of 6 steps. Each step will have a certain number of requirements and associated pay. As employees advance through the steps they also increase their wages beyond what is currently available under the existing situation. An employee is not precluded from performing duties at a higher step if they are qualified. In addition, **there is not a limit on the number of employees who may progress to a higher step and earn the higher wage rate available**.

The intent of the program is to provide the opportunity for employees to take greater ownership and responsibility for their professional development and advancement.

The following items serve to clarify the Career Development Program:

1. Definitions:

Division:	Parks Streets Utilities Mechanics Electrical/HVAC
Public Service Worker:	All Local 49 Maintenance Employees
Routine:	A regular course of procedure

2. Step 2 is considered to be the standard or minimum step for public service workers. All Local 49 maintenance personnel need to acquire the qualifications necessary to meet the requirements of Steps 1 through 2 in order to successfully complete probation period.

   Steps 3, 4, 5 and 6 have been created to recognize those employees who wish to advance in their field through training and education. Employees classified in any of these advanced steps will still be required to perform day-to-day maintenance tasks.

3. Employees are required to demonstrate that they continue to successfully meet the qualifications of the previous steps prior to their receiving approval to move to the next step. The City must provide employees with the opportunity to obtain the necessary training and practice to move within the Career Development Program. Not being provided the opportunity for training and practice will not preclude an employee from moving within the program. **To ensure every employee has equal access to training, the employee has**

the right to use the dispute resolution as outlined in Number 9 of Page 2 of the Career Development Program preamble.

4. **Each employee is responsible for initiating his or her progress to the next step available by submitting a written application to their immediate supervisor.** Once formal application is made, the following actions will take place:

   A. The employee and team leader/supervisor will meet to establish a development program. It is the responsibility of the employee and team leader/supervisor exclusively to complete this step.

   B. Once a career development program is established, a series of meetings (2 minimum) over the projected time of the development program are required. The meetings will be to review the progress and to establish items to be accomplished prior to the next meeting. This is meant to ensure steady progress. Completion times may be adjusted by mutual Agreement.

   C. The employee is responsible for completing the documentation (forms to be provided by the employer) regarding career development opportunities. Career development opportunities include the individual step requirements, training, and education that are specifically listed within each step.

5. The City reserves the right to place new employees within the Career Development Program based upon the needs of the City and the individual's qualifications. Regardless of what step the employee is hired at, all new employees are subject to one-year probation **and must meet the requirements of subsequent steps providing training is available.**

6. The City reserves the right to reclassify public service workers in steps 3, 4, 5 or 6 if such employee no longer successfully fulfills the requirements of their respective step. The employee would be provided with a six-month period to resolve what deficiencies exist prior to a reclassification, **unless it is evident that the employee is not capable of correcting the deficiency, in which case the employee will be subject to reclassification.** The team leader/supervisor is responsible for notifying the employee when a deficiency exists.

7. The grievance process as contained in the Labor Agreement between Local 49 and the City of Edina shall be followed for any disputes regarding any movement of public service workers.

8. The City has sole authority for determining whether an employee has qualified for advancement to the next public service worker step. The City will review the step advancement with a committee. The employee who is eligible for advancement shall have his/her program brought to a panel of three supervisors for review with the employee's team leader/supervisor.

9. A Career Development Committee would be created, as necessary, to act as a method of resolving disputes concerning the training and movement of the employees in the step

program. The committee will consist of two management representatives and two Union representatives selected by the Labor Management Committee.

10. New equipment purchased or leased which is not listed in the Step Program shall be classified by Mutual Agreement.

11. The Business Agent and/or Steward will meet with newly hired employees during the first two weeks of employment to explain and discuss the Career Development Program and the Collective Bargaining Agreement.

12. Classes taken for steps shall be credited only for the time period that they were required – no carryover of hours.

13. The employer shall reimburse the employee for the cost of the difference between a Class D Minnesota Driver's License and the cost of the required license and endorsements required by the employer for the position.

14. After an employee has successfully completed ten (10) years of service with the City, 10 of the 20 hours of continuing education required every 24 months may be completed during or outside of working hours. After an employee has successfully completed fifteen (15) years of service, 20 of the 20 hours of continuing education required every 24 months may be completed during or outside of working hours.

Hourly wage rates under the Career Development Program shall be as listed in Appendix A-1 Wages

CITY OF EDINA

MEMORANDUM OF UNDERSTANDING
Central Pension Fund

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).

2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.

3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.

4. A contribution of $0.75 per straight time hour worked prevents any employee's annual CPF contributions from exceeding $5,000.00 in a year and, therefore, complies with limitations set forth under Minnesota Statute §356.24, subd. 1(10) as amended.

5. The parties agree that the Public Employees Retirement Association interprets Employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.

6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.

7. The City of Edina does not warrant or represent the long-term financial condition of the CPF.

8. Effective 07-26-14 the contribution rate equals $0.75 per straight time hour worked.

9. Members, by majority vote, may change the contribution rate at any time during the life of the Agreement, accompanied by a sixty (60) day notice to the employer. The Union and the Employer will work together to implement member approved changes as soon as practicable.

This Memorandum will remain in effect from January 1, 2020 through December 31, 2021. As of January 1, 2022, this Memorandum may be extended, modified, or eliminated at either party's request.

For IUOE, Local 49:

Chris Chantry, ABR

Dated 1/3/2020

For the City of Edina:

Kelly Curtin, HR Director

Dated 1/6/2020

CITY OF EDINA

MEMORANDUM OF UNDERSTANDING
Commercial Driver's License

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Driver's License (CDL) rules and the pending changes to those rules.

The following conditions will apply to no more than five (5) Public Works employees in the Local 49 Bargaining Unit at any given time. Additionally, only a maximum of three (3) of the above five (5) Public Works employees may be without a Class C driver's license

A. If an employee temporarily loses his/her CDL, the Employer will accommodate the employee by assigning him/her to duties that do not require a CDL, not to exceed twelve (12) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
B. If an employee temporarily loses his/her driver's license, the Employer will accommodate the employee by assigning him/her to duties that do not require a driver's license, not to exceed six (6) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
C. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
D. The application of this Agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
E. This Memorandum of Understanding applies to driving violations outside the workplace.
F. This Memorandum of Understanding does not include positive test results from the Department of Transportation's required random testing.
G. A seventeen percent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

This Memorandum will remain in effect from January 1, 2020 through December 31, 2021. As of January 1, 2022, this Memo may be extended, modified, or eliminated at either party's request.

For IUOE, Local 49:

Chris Chantry, ABR

Dated 1/3/2020

For the City of Edina:

Kelly Curtin, HR Director

Dated 1/6/2020

MEMORANDUM OF UNDERSTANDING
Health Care Savings Plan

THE FOLLOWING Agreement ADDRESSES MEMBER PARTICIPATION IN THE CITY'S HEALTH CARE SAVINGS PLAN

The City of Edina and the International Union of Operating Engineers, Local 49 agree that members will participate in the City's current Health Care Savings Plan outlined as follows:

1. Effective April 1, 2003, this program applies to all regular full-time employees.
2. Employees with less than five years of service do not participate in the HCSP.
3. For all employees with more than five years of service, participation in the HCSP is mandatory.
4. Employees eligible to receive a severance payment for unused sick leave at termination of employment must contribute the entire sick leave portion of their severance to the HCSP account up to a maximum of 960 hours.
5. Employees eligible to receive six weeks' severance pay at termination instead of payment for sick leave must contribute the entire six weeks' severance payment to their HCSP account.

This Memorandum will remain in effect from January 1, 2020 through December 31, 2021. As of January 1, 2022, this Memo may be extended, modified, or eliminated at either party's request.

****

For IUOE, Local 49;

Chris Chantry, ABR

Dated 1/3/2020

For the City of Edina;

Kelly Curtin, HR Director

Dated 1/6/2020

MEMORANDUM OF UNDERSTANDING
Parks On-Call Program

The City of Edina and the International Union of Operating Engineers, Local 49, agree that the On-Call Program for Parks will be as follows:

1. The City and Local 49 have established an On-Call Program for the Parks division.
2. This Program is for the life of the contract, from January 1, 2020 to December 31, 2021.
3. When an employee is assigned to be on-call week nights, Saturdays, Sundays, or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid $40 per week night (after employee's regular scheduled shift Monday through Friday) and $80 per 24-hour shift on Saturdays, Sundays or Holidays. Article 10 and 11 will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

****

For IUOE, Local 49;

Chris Chantry, ABR

Dated 1/3/2020

For the City of Edina;

Kelly Curtin, HR Director

Dated 1/6/2020

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.S.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Scott H. Neal, City Manager

Item Activity:
Action

Subject: Approve Out-of-State Travel for Mayor Hovland

ACTION REQUESTED:
Approve out-of-state travel for Mayor Hovland for Jan. 19-21, 2022 to attend the U.S. Conference of Mayors Winter Meeting in Washington, D.C.

INTRODUCTION:
Mayor Hovland requests approval from the City Council, per the City's Elected Official Out-of-State Travel Policy, to attend the U.S. Conference of Mayors Winter Meeting in Washington, D.C., from Jan. 19-21. The estimated cost is $3,000. The City Manager has confirmed that sufficient funds for this expense are included in the City's 2022 budget.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.T.

To: Mayor and City Council

Item Type: Other

From: Scott H. Neal, City Manager

Item Activity: Action

Subject: Approve Amended 2022 Calendar of Meetings and Religious Observance Dates

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ACTION REQUESTED:
Approve the amended 2022 Calendar of Meetings and Religious Observance dates.

INTRODUCTION:
It is necessary to change the date of the Tuesday, Feb 1 City Council meeting because Precinct Caucuses is scheduled for Tuesday, Feb 1 and public meetings cannot be held after 6 p.m. **The City Council meeting is rescheduled for Wednesday, Feb 2.**

The Board & Commissions interviews is rescheduled for Thursday, Feb. 3.

ATTACHMENTS:

Amended 2022 Calendar of Meetings and Religious Observance Dates

2022 Meeting Calendar

- Holiday
- Religious Observance*
- City Council or Housing & Redevelopment Authority Meeting
- Board or Commission Meeting(s)
- Election Day**

Su	Mo	Tu	We	Th	Fr	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30	31					

JANUARY

Jan. 1	New Year's Day
Jan. 4	City Council
Jan. 6	Housing & Redevelopment Authority
Jan. 10	Community Health Commission
Jan. 11	Heritage Preservation Commission
	Parks & Recreation Commission
Jan. 12	Planning Commission
Jan. 13	Energy & Environment Commission
Jan. 17	Martin Luther King Jr. Day
Jan. 19	City Council
Jan. 20	Transportation Commission
Jan. 25	Human Rights & Relations Commission
Jan. 26	Planning Commission
Jan. 27	Arts & Culture Commission

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FEBRUARY

Feb. 1	Precinct Caucuses
Feb. 2	City Council
Feb. 8	Heritage Preservation Commission
	Parks & Recreation Commission
Feb. 9	Planning Commission
Feb. 10	Housing & Redevelopment Authority
	Energy & Environment Commission
Feb. 14	Community Health Commission
Feb. 15	City Council
Feb. 17	Transportation Commission
Feb. 21	Presidents Day
Feb. 22	Human Rights & Relations Commission
Feb. 23	Planning Commission
Feb. 24	Arts & Culture Commission

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MARCH

March 1	City Council
March 3	Housing & Redevelopment Authority
March 8	Heritage Preservation Commission
	Parks & Recreation Commission
March 9	Planning Commission
March 10	Energy & Environment Commission
March 14	Community Health Commission
March 22	City Council
	Human Rights & Relations Commission
March 23	Planning Commission
March 24	Arts & Culture Commission
	Transportation Commission

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APRIL

April 5	City Council
April 7	Housing & Redevelopment Authority
April 11	Community Health Commission
April 12	Heritage Preservation Commission
	Parks & Recreation Commission
April 13	Planning Commission
April 14	Energy & Environment Commission
April 15	Good Friday (Christian)
April 15-17	Passover (Jewish)
April 19	City Council
April 21	Transportation Commission
April 26	Human Rights & Relations Commission
April 27	Planning Commission
April 28	Housing & Redevelopment Authority
	Arts & Culture Commission

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MAY

May 3	Eid al Fitr (Muslim)
May 4	City Council
May 9	Community Health Commission
May 10	Heritage Preservation Commission
	Parks & Recreation Commission
May 11	Planning Commission
May 12	Energy & Environment Commission
May 17	City Council
May 19	Housing & Redevelopment Authority
	Transportation Commission
May 24	Human Rights & Relations Commission
May 25	Planning Commission
May 26	Arts & Culture Commission
May 30	Memorial Day

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JUNE

June 7	City Council
June 9	Housing & Redevelopment Authority
	Energy & Environment Commission
June 13	Community Health Commission
June 14	Heritage Preservation Commission
	Parks & Recreation Commission
June 15	Planning Commission
June 16	Transportation Commission
June 19	Juneteenth
June 20	Juneteenth observed
June 21	City Council
June 23	Arts & Culture Commission
June 28	Human Rights & Relations Commission
June 29	Planning Commission
June 30	Housing & Redevelopment Authority

* No public meetings held. **No public meetings after 6 p.m.

2022 Meeting Calendar

- Holiday
- Religious Observance*
- City Council or Housing & Redevelopment Authority Meeting
- Board or Commission Meeting(s)
- Election Day**

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JULY

July 4	Independence Day
July 10	Eid al-Adha (Muslim)
July 11	Community Health Commission
July 12	Heritage Preservation Commission
	Parks & Recreation Commission
July 13	Planning Commission
July 14	Energy & Environment Commission
July 19	City Council
July 21	Housing & Redevelopment Authority
	Transportation Commission
July 26	Human Rights & Relations Commission
July 27	Planning Commission
July 28	Arts & Culture Commission

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AUGUST

Aug. 2	Night to Unite
Aug. 3	City Council
Aug. 8	Community Health Commission
	Heritage Preservation Commission
	Parks & Recreation Commission
Aug. 9	Election Day
Aug. 10	Planning Commission
Aug. 11	Energy & Environment Commission
Aug. 16	City Council
Aug. 18	Housing & Redevelopment Authority
	Transportation Commission
Aug. 23	Human Rights & Relations Commission
Aug. 24	Planning Commission
Aug. 25	Arts & Culture Commission

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SEPTEMBER

Sept. 5	Labor Day
Sept. 7	City Council
Sept. 8	Energy & Environment Commission
Sept. 12	Community Health Commission
Sept. 13	Heritage Preservation Commission
	Parks & Recreation Commission
Sept. 14	Planning Commission
Sept. 15	Housing & Redevelopment Authority
	Transportation Commission
Sept. 20	City Council
	Human Rights & Relations Commission
Sept. 22	Arts & Culture Commission
Sept. 25-27	Rosh Hashanah (Jewish)
Sept. 28	Planning Commission

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OCTOBER

Oct. 4-5	Yom Kippur (Jewish)
Oct. 6	City Council
Oct. 10	Community Health Commission
Oct. 11	Heritage Preservation Commission
	Parks & Recreation Commission
Oct. 12	Planning Commission
Oct. 13	Housing & Redevelopment Authority
	Energy & Environment Commission
Oct. 18	City Council
Oct. 25	Human Rights & Relations Commission
	Planning Commission
Oct. 26	Diwali (Hindu)
Oct. 27	Arts & Culture Commission
	Transportation Commission

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NOVEMBER

Nov. 1	City Council
	Parks & Recreation Commission
Nov. 7	Heritage Preservation Commission
Nov. 8	Election Day
Nov. 10	Energy & Environment Commission
Nov. 11	Veterans Day
Nov. 14	Community Health Commission
Nov. 15	City Council
	Human Rights & Relations Commission
Nov. 16	Planning Commission
Nov. 17	Housing & Redevelopment Authority
	Arts & Culture Commission
	Transportation Commission
Nov. 24	Thanksgiving
Nov. 25	Day after Thanksgiving

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DECEMBER

Dec. 6	City Council
	Human Rights & Relations Commission
Dec. 8	Housing & Redevelopment Authority
	Energy & Environment Commission
Dec. 12	City Council
	Community Health Commission
Dec. 13	Heritage Preservation Commission
	Parks & Recreation Commission
Dec. 14	Planning Commission
Dec. 15	Arts & Culture Commission
	Transportation Commission
Dec. 20	City Council
Dec. 24	Christmas Eve (Christian)
Dec. 25	Christmas (Christian)
Dec. 26	Christmas observed

* No public meetings held. **No public meetings after 6 p.m.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VI.U.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Sharon Allison, City Clerk

Item Activity:
Action

Subject: Resolution No. 2022-19: Accepting Donations

ACTION REQUESTED:
Approve Resolution No. 2022-19 accepting donations.

INTRODUCTION:
To comply with State Statute, all donations to the City must be accepted by resolution and approved by two-thirds majority of the Council. See attached resolution with list of donations.

ATTACHMENTS:

Resolution No. 2022-19: Accepting Donations

RESOLUTION NO. 2022-19
ACCEPTING DONATIONS ON
BEHALF OF THE CITY OF EDINA

WHEREAS, Minnesota Statute 465.03 allows cities to accept grants and donations of real or personal property for the benefit of its citizens;

WHEREAS, said donations must be accepted via a resolution of the Council adopted by a two thirds majority of its members.

NOW, THEREFORE, BE IT RESOLVED, that the Edina City Council accepts with sincere appreciation the following listed grants and donations on behalf of its citizens.

Police Department

• Crime Prevention Fund	$ 129	Bike Patrol Expenses
• Crime Prevention Fund	$4,839	Foot Patrol Expenses
• Crime Prevention Fund	$6,620	Two Electric Bicycles
• Crime Prevention Fund	$ 994	Night to Unite Expenses
• Crime Prevention Fund	$ 544	Safety Camp Expenses
• Crime Prevention Fund	$ 691	Officer of the Year Award Expenses
	$13,817	

Dated: January 19, 2022

Attest:_____ _____
Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of January 19, 2022, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 2022.

_____
City Clerk

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VII.A.

To: Mayor and City Council

Item Type: Report / Recommendation

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

Item Activity: Action

Subject: PUBLIC HEARING: Resolution No. 2022-15, TH-169 Noise Wall Improvements SA-21 and SA-22

ACTION REQUESTED:
Close the public hearing at noon, January 24, and continue action on the item to the February 2 City Council meeting.

INTRODUCTION:
The two project locations are part of MnDOT's Metro Noise Abatement Program. The walls are located along TH 169 from Valley View Road to Apache Road (SA-21) and Waterford Court to 5995 Lincoln Drive (SA-22). City Council approved a resolution of support for MnDOT to continue design in anticipation of construction in 2018.

MnDOT is responsible for 90% of the funding. The City is responsible for the remaining 10% and by policy is assessed to benefiting properties. The assessable costs for SA-21 and SA-22 are estimated at approximately $345,500 and $164,500, respectively. Assessments per REU range from $650 to $1,150 per REU and $2,100 to $5,900 per REU for the north and south walls.

Staff analyzed the project and feels that the project is necessary, cost-effective, and feasible from an engineering standpoint.

ATTACHMENTS:

Resolution No. 2022-15: Noise Wall Improvements

Certificate of Mailing - North Wall

Certificate of Mailing - South Wall

City Council Presentation Slides

RESOLUTION NO. 2022-15
ORDERING NOISE WALL IMPROVEMENTS FOR
TH-169 NB – VALLEY VIEW ROAD TO APACHE ROAD AND
TH-169 NB – WATERFORD COURT TO 5995 LINCOLN DRIVE
IMPROVEMENT NOS. SA-21 and SA-22

WHEREAS, MnDOT's Metro Noise Abatement Program identified two noise abatement wall locations along Highway 169; and

WHEREAS, MnDOT's Metro Noise Abatement Program identified funding for the identified walls if supported by the City of Edina; and

WHEREAS, a resolution of support to the City Council, adopted the 17th day of April, 2018, outlined the City of Edina's willingness to participate in the Metro Noise Abatement Program; and

WHEREAS, the adopted resolution outlined the City of Edina's willingness to participate in the funding equation of the Metro Noise Abatement Program using special assessments for benefiting properties; and

WHEREAS, ten days mailed notice and two weekly published notices of the hearing was given, and the hearing was held thereon on the 19th day of January, 2022, at which all persons desiring to be heard were given an opportunity to be heard thereon;

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

1. Such improvement is necessary, cost-effective, and feasible to reduce noise and provide visual screening from TH-169 NB.
2. Such improvement is hereby ordered.
3. The city engineer is hereby designated as the engineer for this improvement. MnDOT shall prepare plans and specifications for the making of such improvement.
4. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Dated: February 2, 2022

Attest:_____ _____
Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its regular meeting of February 2, 2022, and as recorded in the Minutes of said Special Meeting.

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

_____
City Clerk

ENGINEERING DEPARTMENT
7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

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

CERTIFICATE OF MAILING NOTICE

I, the undersigned, being the duly qualified acting City Clerk of the City of Edina, Minnesota, hereby certify that on the following dates **January 6, 2022,** acting on behalf of said City, I deposited in the United States mail copies of the attached **Notice of Public Hearing for TH-169 NB Noise Abatement, Waterford Court to 5901 Lincoln Drive** (Exhibit A), enclosed in sealed envelopes, with postage thereon duly prepaid, addressed to the persons at the addresses as shown on the mailing list (Exhibit B), attached to the original hereof, which list is on file in my office, said persons being those appearing on the records of the County Auditor as owners of the property listed opposite their respective names, as of a date **13 days** prior to the date of the hearing; and that I also sent said notice to the following corporations at the indicated addresses whose property is exempt from taxation and is therefore not carried on the records of said County Auditor.

NAME	ADDRESS

WITNESS my hand and the seal of said City this 23rd day of November, 2021.

Sharon Allison, City Clerk

PID	Owner	Number	Street Name	City	State	Zip
3111721320055	Mellisa Boettcher	6892	Langford Dr	Edina	MN	55436
3111721320059	Kathryn & Roger Post	6566	France Ave S, #709	Edina	MN	55436
3111721320054	Lisabeth Harper	6896	Langford Dr	Edina	MN	55436
3111721320058	Zachary Tucker	6898	Langford Dr	Edina	MN	55436
3111721320053	Lynne Gray	6900	Langford Dr	Edina	MN	55436
3111721320057	Connor Reilly	6902	Langford Dr	Edina	MN	55436
3111721320056	Monica Kent	6906	Langford Dr	Edina	MN	55436
3111721320079	Sharon L Santwire, Trustee	6912	Langford Dr	Edina	MN	55436
3111721320083	Helga Hefner	6914	Langford Dr	Edina	MN	55436
3111721320078	David & Yon Petersen	6916	Langford Dr	Edina	MN	55436
3111721320082	Carey Devillers	6918	Langford Dr	Edina	MN	55436
3111721320077	Joanna Naber	6920	Langford Dr	Edina	MN	55436
3111721320081	Florence Hoxie	6922	Langford Dr	Edina	MN	55436
3111721320076	Judith Pett	6924	Langford Dr	Edina	MN	55436
3111721320080	Lynne Jordan	6926	Langford Dr	Edina	MN	55436
3111721320087	Carl Allen Wicklund	6928	Langford Dr	Edina	MN	55436
3111721320091	Mary A Joseph	6930	Langford Dr	Edina	MN	55436
3111721320086	Darren L & Lisa R Nelson	6932	Langford Dr	Edina	MN	55436
3111721320090	Elizabeth Dorner	6934	Langford Dr	Edina	MN	55436
3111721320085	Sarah Anne Eichhorn	6936	Langford Dr	Edina	MN	55436
3111721320089	Robert K Eaton & Stephanie Fitch	6938	Langford Dr	Edina	MN	55436
3111721320084	Bruce Lee Botten	6940	Langford Dr	Edina	MN	55436
3111721320088	Frederick Costantini	6942	Langford Dr	Edina	MN	55436
3111721320095	Nathaniel Buechler	6944	Langford Dr	Edina	MN	55436
3111721320099	Sandra Mclauchilin	6946	Langford Dr	Edina	MN	55436
3111721320094	Marya M Rother	6948	Langford Dr	Edina	MN	55436
3111721320098	Brett Richard Johnson	6950	Langford Dr, #7	Edina	MN	55436
3111721320093	Philip C King-Lowe, Et Al	6952	Langford Dr	Edina	MN	55436
3111721320097	Dorothea P Keegan	6954	Langford Dr	Edina	MN	55436
3111721320092	Stephen Varichak & James Surdyk	941	W Hillwind Rd NE	Fridley	MN	55432
3111721320096	Leslie Hyland	6958	Langford Dr	Edina	MN	55436
3111721330510	Carolyn A Peterson	6960	Langford Ct	Edina	MN	55436
3111721330514	Danielle R Hiney	6962	Langford Ct	Edina	MN	55436

3111721330509	Donna R Schoffelman	6964	Langford Ct	Edina	MN	55436
3111721330513	Adriana & Marco Aravena	6966	Langford Ct	Edina	MN	55436
3111721330508	Pauline C Speranza	6968	Langford Ct	Edina	MN	55436
3111721330512	David R Fystrom	2233	Country Lane	Minnetonka	MN	55305
3111721330507	David M & Kathryn E Patzner	6972	Langford Ct	Edina	MN	55436
3111721330511	Dorothy M Flanders	6974	Langford Ct	Edina	MN	55436
3111721330504	David & Annette J Collins	5959	Timber Trl	Prior Lake	MN	55372
3111721330506	Jane M Ekerberg	6978	Langford Ct	Edina	MN	55436
3111721330503	Amanda Remer	6980	Langford Ct	Edina	MN	55436
3111721330505	Zillow Homes Property Trust	1301	N 2nd Ave, Fl 31	Seattle	WA	98101
3111721330495	Patricia Stevens	6983	Langford Ct	Edina	MN	55436
3111721330499	Melissa Brown	6985	Langford Ct	Edina	MN	55436
3111721330496	Kelsey Miller	6987	Langford Ct	Edina	MN	55436
3111721330500	Margaret G Wheaton	6989	Langford Ct, #6	Edina	MN	55436
3111721330497	Danielle Tillie Olson	6991	Langford Ct	Edina	MN	55436
3111721330501	Patricia A Chelberg	6993	Langford Ct	Edina	MN	55436
3111721330498	Grace C Paulsen	6995	Langford Ct	Edina	MN	55436
3111721330502	Mubashir & Kajal Gul	6997	Langford Ct	Edina	MN	55436
3111721320109	BEL LODEN I LLC ET AL	2	International Pl	Boston	MA	2110

January 6, 2022

NOTICE OF PUBLIC HEARING
SOUND ABATEMENT
PROPOSED IMPROVEMENT NO. SA-22
TH-169 NB – WATERFORD COURT TO 5901 LINCOLN DRIVE

The Edina City Council will meet at Edina City Hall on Wednesday, January 19, 2022, at 7:00 p.m., to consider the public hearing on TH-169 NB Sound Abatement. This hearing is being conducted under the authority granted by Minnesota Statutes, Chapter 429.

This hearing has been called as a recommendation from staff. The proposed project would be constructed in the summer of 2022 with the assessment hearing occurring in the fall of 2023. The estimated cost is $164,447 and is funded by special assessment. The estimated cost per assessable lot is between $650 to $1,150 per residential equivalent unit. The assessment can be divided over a fifteen-year period with interest accumulating on the unpaid balance.
The area proposed to be assessed the cost of the proposed improvement includes the following:

6892, 6894, 6896, 6898, 6900, 6902, 6906, 6912, 6914, 6916, 6918, 6820, 6922, 6924, 6926, 6928, 6930, 6932, 6934, 6936, 6938, 6940, 6942, 6944, 6946, 6948, 6950, 6952, 6954, 6956, 6958, Langford Dr, 6960, 6962, 6964, 6966, 6968, 6970, 6972, 6974, 6976, 6978, 6980, 6982, 6983, 6985, 6987, 6989, 6991, 6993 ,6995, 6997 Langford Ct, 5995 Lincoln Dr

Your receipt of this notice is an indication that property whose ownership is listed to you is among those properties which are considered to be benefited by the improvement.

The City Council can authorize the proposed project immediately upon the close of the hearing.

Sharon Allison

City Clerk

ENGINEERING DEPARTMENT
7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

How to Participate in a Public Hearing

HOW TO PARTICIPATE:	Public hearing input can be provided in a variety of ways to the City Council. Options 1 & 2 are available now: 1) Complete the Public Hearing Comment Form online at: https://www.bettertogetheredina.org/public-hearings 2) Leave a voicemail with your feedback. (952-826-0377) Options 3 & 4 are available the night of the public hearing meetings: 3) Watch the meeting and call in to provide testimony. a. Edina TV (Comcast Channels 813 or 16) b. Facebook.com/EdinaMN c. EdinaMN.gov/LiveMeetings • City Council: Call in to provide live testimony at the January 19th meeting, 1-800-374-0221. The Conference ID 5986329. 4) Attend the meetings to provide testimony, City Hall Council Chambers, 4801 W. 50th S
DEADLINES:	The City Council is scheduled to make a decision at its February 1 meeting. Deadline for comments via voicemail or BetterTogetherEdina.org is Noon, Monday, January 24.
FURTHER INFORMATION:	City of Edina Engineering Department, 7450 Metro Boulevard, Edina, MN 55439, 952-826-0371

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

CERTIFICATE OF MAILING NOTICE

I, the undersigned, being the duly qualified acting City Clerk of the City of Edina, Minnesota, hereby certify that on the following dates **January 6, 2022,** acting on behalf of said City, I deposited in the United States mail copies of the attached **Notice of Public Hearing for TH-169 NB Noise Abatement, Valley View Road to Apache Road** (Exhibit A), enclosed in sealed envelopes, with postage thereon duly prepaid, addressed to the persons at the addresses as shown on the mailing list (Exhibit B), attached to the original hereof, which list is on file in my office, said persons being those appearing on the records of the County Auditor as owners of the property listed opposite their respective names, as of a date **13 days** prior to the date of the hearing; and that I also sent said notice to the following corporations at the indicated addresses whose property is exempt from taxation and is therefore not carried on the records of said County Auditor.

NAME	ADDRESS

WITNESS my hand and the seal of said City this 23rd day of November, 2021.

Sharon Allison, City Clerk

PID	Owner	Mailing Address	City	State	Zip
0611621320072	Richard & Janae Hentges	6731 Apache Rd	Edina	MN	55439
0611621320071	Ryan M Hoch & Kathryn M Hoch	6737 Apache Rd	Edina	MN	55439
0611621320070	Pamela Anne Holland	6617 Mccauley Tr S	Edina	MN	55439
0611621330051	Ieesha Collins	6901 Mccauley Tr S	Edina	MN	55439
0611621330052	Leonid Glusker & Irina Rybakova	6903 Mccauley Tr S	Edina	MN	55439
0611621330044	Kenneth Keacher	7631 South Bay Dr	Bloomington	MN	55438
0611621330043	Keith P Collins	7420 Coventry Way	Edina	MN	55439
0611621330042	Clem Foltz & Christine Foltz	6913 Mccauley Tr S	Edina	MN	55439
0611621330055	Ganga S Reddy	7705 Stonewood Ct	Edina	MN	55439
0611621330056	Ganga Reddy & Venk Reddy	7705 Stonewood Ct	Edina	MN	55439
0611621330053	Jodi R Walker	6923 Mccauley Tr s	Edina	MN	55439
0611621330054	Jodi R Walker	6921 Mccauley Tr S	Edina	MN	55439
0711621220045	Patricia D Anzevino & Patrick M Amzevino	7001 Mccauley Tr S	Edina	MN	55439
0711621220044	ETA Properties, LLC	6620 Iroquois Tr	Edina	MN	55439
0711621220029	Keith P Collins	7420 Conventry Way	Edina	MN	55439
0711621220052	Abdirahman Abdi & Miski Ali	7009 Mccauley Tr S	Edina	MN	55439
0711621220053	Heather & Joshua Ellingson	7011 Mccauley Tr S	Edina	MN	55439
0711621220050	Steven L & Shari Strom	7013 Mccauley Tr S	Edina	MN	55439
0711621220051	James J Cooke	7015 Mccauley Tr S	Edina	MN	55439
0711621220048	Peter Kaiser	5017 Skyline Dr	Edina	MN	55436
0711621220049	Peter & Ellen Kaiser	5017 Skyline Dr	Edina	MN	55436
0711621220036	Gerald R Arneson	Box 4224	Hopkins	MN	55343
0711621220046	Ifrah Abdi Hudle	7025 Mccauley Tr S	Edina	MN	55439
0711621220047	Dutchman Properties, LLC	6701 Parkwood Lane	Edina	MN	55436
0611621340021	Mel G Peacock & Nicole A Peacock	6904 Paiute Cir	Edina	MN	55439
0611621340022	Robert Bennett	6906 Paiute Cir	Edina	MN	55439
0611621340023	Thomas Hawley	2547 Long Acres Dr	Chanhassen	MN	55317
0611621340024	Jon W Lennander	6910 Paiute Cir	Edina	MN	55439
0611621340015	Christofer Reeck	6800 Paiute Dr	Edina	MN	55439
0611621340016	Particia J Klover	6804 Paiute Dr	Edina	MN	55439
0611621340017	P J Milan/C F Kaiser-Milan	6808 Paiute Dr	Edina	MN	55439
0611621330019	Todd M & Amanda C B Schenk	6616 Scandia Rd.	Edina	MN	55439
0611621320061	Jeremy Christopher Stier & Anna Louise Stier	6705 Sally La	Edina	MN	55439
0611621330017	James M & Gwen A Hagen	6709 Sally La	Edina	MN	55439
0611621330021	Reid & Alicia Gustafson	6800 Sally La	Edina	MN	55439
0611621330022	Michael J Sackett & Mary E MaClennan-Sackett	6804 Sally La	Edina	MN	55439
0611621330023	Corey & Kimberly Matthews	6808 Sally La	Edina	MN	55439

0611621330020	Laurie Anne Licence	6809 Sally La	Edina	MN	55439
0611621330024	Patrick & Susan L Reddin	6812 Sally La	Edina	MN	55439
0611621330030	George R & Cindy L Wood	6813 Sally La	Edina	MN	55439
0611621330031	Mazhar Mohammad Chaudhri & Lijoo Mazhar	6817 Sally La	Edina	MN	55439
0611621330026	Linda G & William C White	6820 Sally La	Edina	MN	55439
0611621330032	R L Steubs & L K Steubs	6821 Sally La	Edina	MN	55439
0611621330027	Vijay & Niti Negi	6824 Sally La	Edina	MN	55439
0611621330033	Karen & Mark Hasselquist	6825 Sally La	Edina	MN	55439
0611621330028	Benjamin Wadell & Natalie Wadell	6828 Sally La	Edina	MN	55439
0611621330034	Kellogg & Elizabeth Caspersen	6829 Sally La	Edina	MN	55439
0611621330029	Scott Curtin	6832 Sally La	Edina	MN	55439
0611621330035	Bridget A Gormley	6833 Sally La	Edina	MN	55439
0611621330039	Don M Eidam & Diane M Eidam	6836 Sally La	Edina	MN	55439
0611621330036	Mark Ringkob & Jennifer Ringkob	6837 Sally La	Edina	MN	55439
0611621330037	Brian J & Victoria J Bagley	6841 Sally La	Edina	MN	55439
0611621330038	James E & Carla C C Steffen	6845 Sally La	Edina	MN	55439
0711621220017	William J Schmit & Joan A Schmit	7000 Sally La	Edina	MN	55439
0711621220018	Kong Tiawat & Nuntanit Charoensit	7004 Sally La	Edina	MN	55439
0711621220019	Christian & Rebecca Kapsen	7008 Sally La	Edina	MN	55439
0711621220020	Eric Gregg Nelson	7012 Sally La	Edina	MN	55439
0711621220021	Harold Curioz	7016 Sally La	Edina	MN	55439
0711621220022	Linda J Simmons	7020 Sally La	Edina	MN	55439
0711621220023	Azmieh & Hazem Obeid	7024 Sally La	Edina	MN	55439
0611621320053	Brian Rodeghier	6708 Sally Lane	Edina	MN	55439
0611621330018	David W Linne	6801 Sally Lane	Edina	MN	55439
0611621330025	Ashlee & John Balai	6816 Sally Lane	Edina	MN	55439
0711621220024	Wayne F Alexander	7028 Sally Lane	Edina	MN	55439
0611621320052	Jeffrey J Thuma	6700 Samuel Rd	Edina	MN	55439
0611621320051	Andrew & Rebecca Dovolis	6704 Samuel Rd	Edina	MN	55439
0611621320054	Danforth Leach Jr & Virginia Leach	6705 Samuel Rd	Edina	MN	55439
0611621320050	Brian Hanrahan & Kelly Hanrahan	6708 Samuel Rd	Edina	MN	55439
0611621320055	Matthew A Oelschlager & Ryan C Oelschlager	6709 Samuel Rd	Edina	MN	55439
0611621320049	Kent C & Andrea J Murray	6712 Samuel Rd	Edina	MN	55439
0611621320056	John L Berge & Jennifer S Berge	6713 Samuel Rd	Edina	MN	55439
0611621320048	Brett D & Kim A Engelhart	6716 Samuel Rd	Edina	MN	55439
0611621320057	Todd D Hanson	6717 Samuel Rd	Edina	MN	55439
0611621320047	Earl P Belschner Jr	6720 Samuel Rd	Edina	MN	55439
0611621320058	Charles Carlson	6721 Samuel Rd	Edina	MN	55439

0611621320059	Angela Vangrinsven	6725 Samuel Rd	Edina	MN	55439
0611621330008	William K Mooers	6700 Sioux Tr	Edina	MN	55439
0611621330007	L Olson & G Henton-Olson	6704 Sioux Tr	Edina	MN	55439
0611621330014	John Douglas Nissen	6705 Sioux Tr	Edina	MN	55439
0611621330006	Fraser Community Services	2400 64Th St W	Mpls	MN	55423
0611621330013	Nancy E Kays	6709 Sioux Tr	Edina	MN	55439
0611621330005	Austin O'Donnell & Maggie Slawson	6712 Sioux Tr	Edina	MN	55439
0611621330003	Colin & Brianna Jones	6720 Sioux Tr	Edina	MN	55439
0611621330010	Joshua T Root & Sara L Root	6721 Sioux Tr	Edina	MN	55439
0611621330002	Myrtle Fagerstrom	6724 Sioux Tr	Edina	MN	55439
0611621330009	Brianna Dubose & Joseph Henry Wescott	6725 Sioux Tr	Edina	MN	55439
0611621330015	Joel & Deedra Muscoplat	6701 Sioux Trail	Edina	MN	55439
0611621330012	Virginia Branstrom	6713 Sioux Trail	Edina	MN	55439
0611621330004	Paul F Gonyea & Julie Gonyea	12010 12th Ave S	Burnsville	MN	55337
0611621330011	Carol J Hagemeyer	6717 Sioux Trail	Edina	MN	55439
0611621320042	Mara B Croissant	6709 West Tr	Edina	MN	55439
0611621320043	Samier Kantilal Mistry & Shweta Sharma Mistry	6713 West Tr	Edina	MN	55439
0611621320044	Nikki A Carter	6717 West Tr	Edina	MN	55439
0611621320046	Bryan E & Meghan Fricke	6725 West Tr	Edina	MN	55439
0611621320039	Ahmedfowz Osman	6728 West Tr	Edina	MN	55439
0611621320045	Glenn K & Carol A Wallace	6721 West Trail	Edina	MN	55439
0611621320038	Kathryn & Michael Zerull	6724 West Trail	Edina	MN	55439

January 6, 2022

NOTICE OF PUBLIC HEARING
SOUND ABATEMENT
PROPOSED IMPROVEMENT NO. SA-21
TH-169 NB – VALLEY VIEW ROAD TO APACHE ROAD

The Edina City Council will meet at Edina City Hall on Wednesday, January 19, 2022, at 7:00 p.m., to consider the public hearing on TH-169 NB Sound Abatement. This hearing is being conducted under the authority granted by Minnesota Statutes, Chapter 429.

This hearing has been called as a recommendation from staff. The proposed project would be constructed in the summer of 2022 with the assessment hearing occurring in the fall of 2023. The estimated cost is $345,484 and is funded by special assessment. The estimated cost per assessable lot is between $2,100 to $5,900 per residential equivalent unit. The assessment can be divided over a fifteen-year period with interest accumulating on the unpaid balance.
The area proposed to be assessed the cost of the proposed improvement includes the following:

6731, 6737 Apache Rd, 6617, 6901, 6903, 6905, 6907, 6909, 6911, 6913, 6915, 6917, 6919, 6921, 6923, 7001, 7003, 7005, 7007, 7009, 7011, 7013, 7015, 7017, 7019, 7021-23, 7025, 7027 McCauley Tr S, 6904, 6906, 6908, 6910 Paiute Cir, 6800, 6804, 6808 Paiute Dr, 6705, 6708, 6709, 6800, 6801, 6804, 6805, 6808, 6809, 6812, 6813, 6816, 6817, 6820, 6821, 6824, 6825, 6828, 6829, 6832, 6833, 6836, 6837, 6841, 6845, 7000, 7004, 7008, 7012, 7016, 7020, 7024, 7028 Sally La, 6700, 6704, 6705, 6708, 6709, 6712, 6713, 6716, 6717, 6720, 6721, 6725 Samuel Rd, 6700, 6701, 6704, 6705, 6708, 6709, 6712, 6713, 6716, 6717, 6720, 6721, 6724, 6725 Sioux Tr, 6709, 6713, 6717, 6721, 6724, 6725, 6728, West Tr.

Your receipt of this notice is an indication that property whose ownership is listed to you is among those properties which are considered to be benefited by the improvement.

The City Council can authorize the proposed project immediately upon the close of the hearing.

Sharon Allison

City Clerk

ENGINEERING DEPARTMENT
7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

How to Participate in a Public Hearing

HOW TO PARTICIPATE:

Public hearing input can be provided in a variety of ways to the City Council.

Options 1 & 2 are available now:

1) Complete the Public Hearing Comment Form online at: https://www.bettertogetheredina.org/public-hearings

2) Leave a voicemail with your feedback. (952-826-0377)

Options 3 & 4 are available the night of the public hearing meetings:

3) Watch the meeting and call in to provide testimony.

a. Edina TV (Comcast Channels 813 or 16)
b. Facebook.com/EdinaMN
c. EdinaMN.gov/LiveMeetings

- City Council: Call in to provide live testimony at the January 19th meeting, 1-800-374-0221. The Conference ID 5986329.

4) Attend the meetings to provide testimony, City Hall Council Chambers, 4801 W. 50th S

DEADLINES:

The City Council is scheduled to make a decision at its February 1 meeting.

Deadline for comments via voicemail or BetterTogetherEdina.org is Noon, Monday, January 24.

FURTHER INFORMATION:

City of Edina Engineering Department, 7450 Metro Boulevard, Edina, MN 55439, 952-826-0371

The CITY of EDINA

Public Hearing
Noise Wall Improvements
North and South of Highway 62

Highway 169

Council Meeting

January 19, 2022

Project Details

The CITY of EDINA

- MnDOT's Metro Noise Abatement Program
- Long List / Limited Funding – 235 walls listed in 2016
- Fund 1-2 Walls per Year

Project Details

The CITY of EDINA

- MnDOT's Noise Wall Policy
  - 90% MnDOT / 10% Local

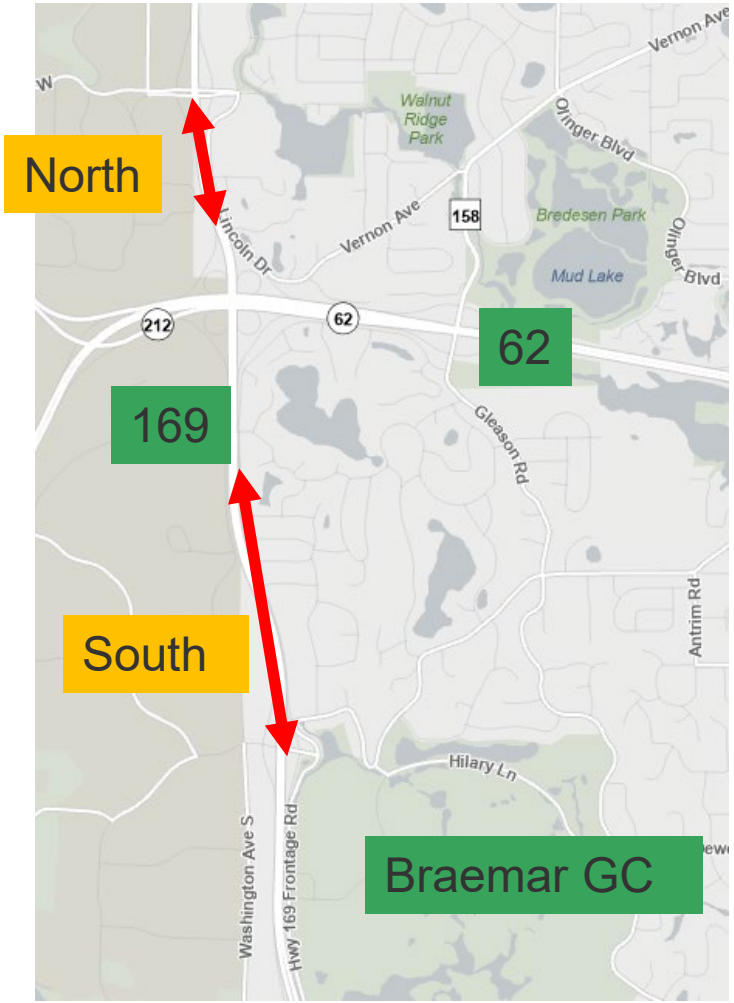
- 10% Local is funded by special assessments – City Policy

- Special assessments are assigned to adjacent properties that stand to benefit from construction improvements.

Project Details

- 20-ft high Wood Walls
- Located within Highway 169 Right-of-Way
- Design and Administration by MnDOT
- Noise Model determines noise reduction benefit (decibel)

Location



The CITY of EDINA

Project Details - Schedule

The CITY of EDINA

- February 2018 Neighborhood Meeting (26-30 people)
- April 2018 Council Approved Resolution 2018-32

  "City of Edina supports MnDOT's continued analysis and design in anticipation of the construction of two new noise walls to reduce noise levels."
- Dec. 2021 Update Letter
- Jan. 2022 Public Hearing Notice

Funding / Costs

The CITY of EDINA

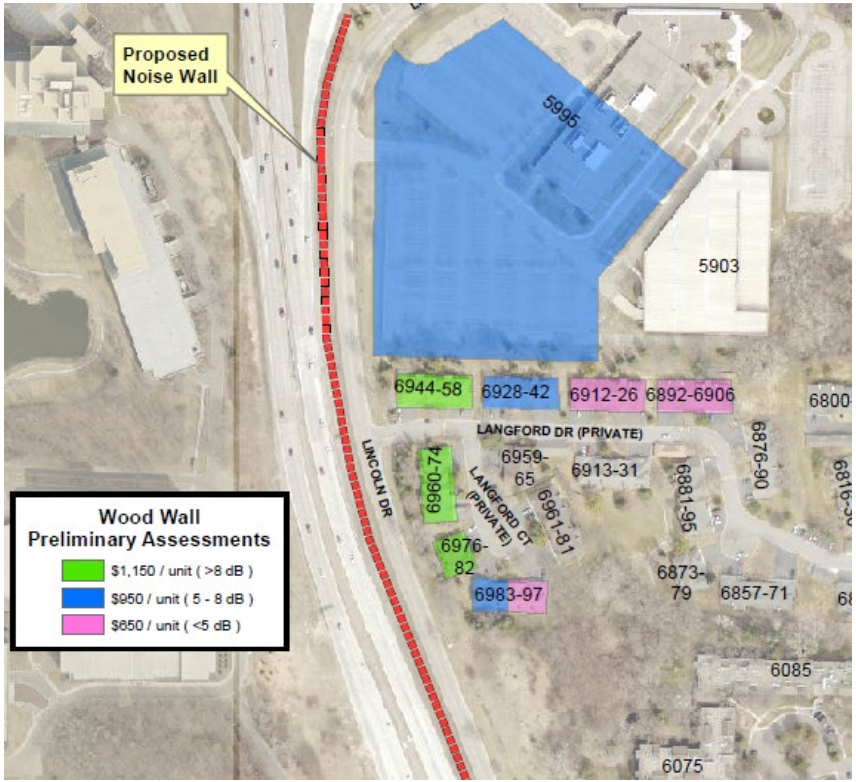
- Decibel Reduction = Benefit = Assessment (10% Project Cost)

North Wall	Total Est. Cost	Est. Assessments
Wood	$164,500	$650–$1,150 per REU

South Wall	Total Est. Cost	Est. Assessments
Wood	$345,500	$2,100–$5,900 per REU

- TH100 Wall - $1000 to $3,500 per REU in 2017

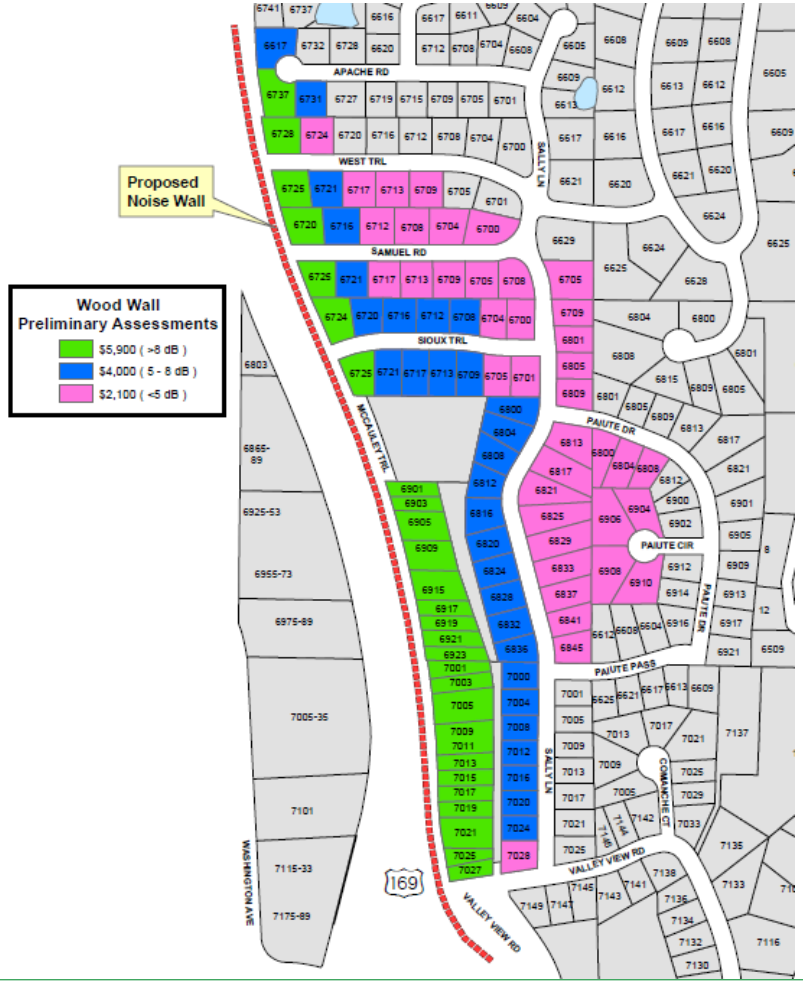
North



- 5995 Lincoln Dr – Apartments
  130 of 181 REU's (72%)
- Tier 1: > 8 dB 16 REU's
- Tier 2: 5-8 dB 142 REU's
- Tier 3: 3-5 dB 23 REU's

- Tier 1: $1,150
- Tier 2: $950
- Tier 3:$650

South



The CITY of EDINA

- Tier 1: > 8 dB 26 REU's
- Tier 2: 5-8 dB 33 REU's
- Tier 3: 3-5 dB 38 REU's

- Tier 1: $5,900
- Tier 2: $4,000
- Tier 3: $2,100

Payment Options

The CITY of EDINA

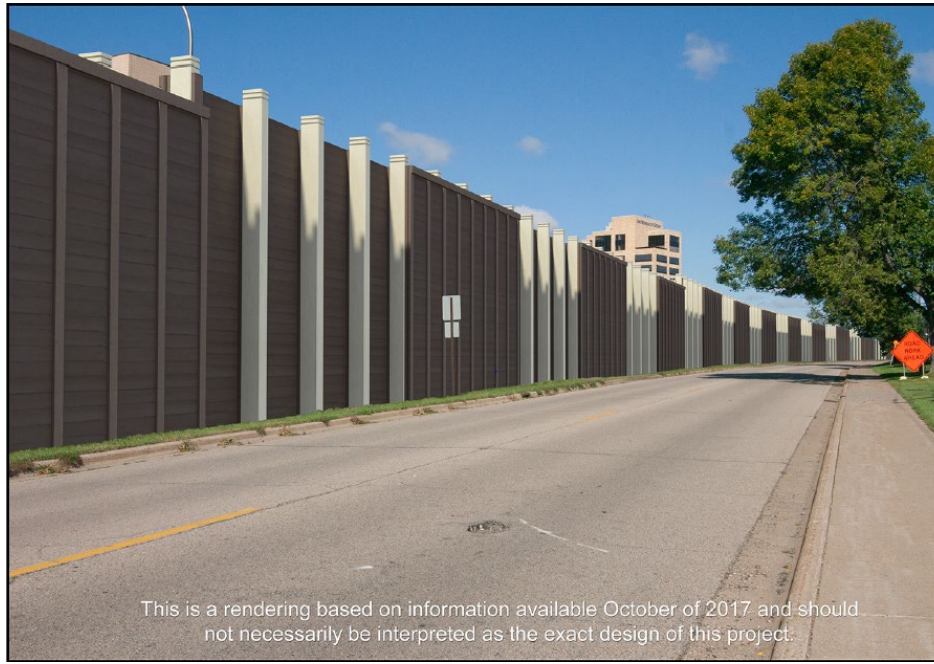
- Timing for the assessment 2023 - after construction
- Assessments are payable over 15 years
- Payment options:
    - Pay entire amount upon receiving bill to avoid additional finance charges
    - Pay 25 percent; balance rolls to property taxes
    - Roll entire amount to property taxes
    - Defer payment if 65 years old or older

Before and After Graphics

The CITY of EDINA

Before and After Graphics

The CITY of EDINA



Before and After Graphics

The CITY of EDINA

Recommendation

The CITY of EDINA

- Staff will recommend approval of Resolution No. 2022-15
- Motion to close public hearing at noon on Monday, January 24 and consider approval at the February 2 City Council Meeting
- Questions?

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VIII.A.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Cary Teague, Community Development Director

Item Activity:
Action

Subject: Ordinance No. 2022-01: Zoning Ordinance Amendment - Impervious Surface, Basement, 1-foot Rule and Setback Definitions

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ACTION REQUESTED:
Grant second reading of Ordinance 2022-01.

INTRODUCTION:
Staff made the edits recommended by the City Council on January 4, 2022. Those edits are highlighted in green in the attached Ordinance Amendment.

ATTACHMENTS:

Ordinance No. 2022-01

Staff Presentation from the January 4, 2022 City Council meeting.

Staff Report: Ordinance 2022-01, Zoning Ordinance Amendment - Impervious Surface, Basement, 1-foot Rule and Setback Definitions, Dec. 21, 2021

Better Together Public Hearing Comment Report

Engineering Studies, Survey of Cities and Country Club Examples

Staff Presentation

ORDINANCE NO. 2022-01
AN ORDINANCE AMENDMENT REGARDING IMPERVIOUS SURFACE LOT COVERAGE, SETBACKS, BASEMENTS AND THE 1-FOOT RULE

THE CITY COUNCIL OF EDINA ORDAINS:

Section 1. Sec. 36-10 Definitions is amended as follows:

Building coverage means the percentage of the lot area occupied by principal and accessory buildings and structures. ~~including, without limitation, patios~~.

Impervious surface: A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to placement. Examples include, but are not limited to, buildings, decks, rooftops, sidewalks, patios, permeable pavers, and concrete, asphalt, or gravel driveways.

Setback, front street, means the shortest horizontal distance from the forward most point of a building or structure to the nearest point on the front lot line. Within the Greater Southdale District, front street setbacks shall be measured from the forward most point of a building or structure to the face of curb per Section 36-1276.

Setback, interior side yard, means the shortest horizontal distance from any part of a building or structure to the nearest point on an interior side lot line.

Setback, rear yard, means the shortest horizontal distance from any part of a building or structure to the nearest point on a rear lot line.

Setback, side street, means the shortest horizontal distance from any part of a building or structure to the nearest point on a side lot line that adjoins a street. Within the Greater Southdale District, side street setbacks shall be measured from the forward most point of a building or structure to face of curb per Section 36-1276.

Section 2. Subsection 36-438 of the Edina City Code. Requirements for building coverage, setbacks and height Special Requirements are amended to add the following:

Sec. 36-438. - Requirements for building coverage, impervious surface lot coverage, setbacks and height.

The minimum requirements for building coverage, impervious surface lot coverage, setbacks, and height in the Single Dwelling Unit District (R-1) are as follows:

(1) Building Coverage.

a. Lots 9,000 square feet or greater in area. Building coverage shall be not more than 25 percent for all buildings and structures. On lots with an existing conditional use, if the combined total area occupied by all accessory buildings

Existing text – XXXX
Stricken text – ~~XXXX~~
Added text – **XXXX**

and structures, excluding attached garages, is 1,000 square feet or greater, a conditional use permit is required.

b. Lots less than 9,000 square feet in area. Building coverage shall be not more than 30 percent for all buildings and structures; provided, however, that the area occupied by all buildings and structures shall not exceed 2,250 square feet.

c. Combined total area. The combined total area occupied by all accessory buildings and structures, excluding attached garages, shall not exceed 1,000 square feet for lots used for single dwelling unit buildings.

d. Building coverage shall include all principal or accessory buildings, including, but not limited to:

1. Decks ~~and patios~~. The first 150 square feet of an unenclosed deck ~~or patio~~ shall not be included when computing building coverage.
2. Gazebos.
3. Balconies.
4. Breezeways.
5. Porches.
6. ~~Accessory recreational facilities constructed above grade, such as paddle tennis courts.~~

e. The following improvements shall be excluded when computing building coverage:

1. ~~Driveways and sidewalks, but not patios, subject to subsection (1)d.1 of his section.~~
2. ~~Parking lots and parking ramps.~~
3. ~~Accessory recreational facilities not enclosed by solid walls and not covered by a roof, including outdoor swimming pools, tennis courts and shuffleboard courts.~~
4. ~~4.~~ 1. Unenclosed steps and stoops less than 50 square feet.
5. ~~5.~~ 2. Overhanging eaves and roof projections not supported by posts or pillars.

(2) *Impervious Surface Lot coverage*. Impervious surface lot coverage shall be limited to a maximum of Fifty percent (50%).

~~(2)~~ (3) *Setbacks.*

~~(3)~~ (4) *Height.*

Section 3. Sec. 36-439. (3) (7) AND (8). Special Requirements is amended as follows:

~~(3) *Basements.* All single dwelling unit buildings shall be constructed with a basement having a gross floor area equal to at least 50 percent of the gross floor area of the story next above. The floor area of accessory uses shall not be included for purposes of this subsection.~~

(7) *Additions to, or replacement of, single dwelling unit buildings and buildings containing two dwelling units.* For additions, alterations and changes to, or rebuilds of, existing single dwelling unit buildings and buildings containing two dwellings, the first-floor elevation may not be more than one foot above the existing first floor elevation, unless one of the conditions in (8) below exists on the site. If a split-level dwelling is torn down and a new home is built, the first-floor elevation of the dwelling unit being torn down is deemed to be the lowest elevation of an entrance to the dwelling, excluding entrance to the garage and entrances that do not face a street.

(8) ~~Additions to, or replacement of, single dwelling unit buildings with a first-floor elevation of more than one foot above the existing first floor elevation of the existing dwelling unit building require a variance per [article II], division 3. Such additions to, or replacements of, single dwelling unit buildings must meet one or more of conditions a-c and always meet condition d.:~~ If one of the conditions below exist on site, the one-foot requirement in (7) above could be increased to the minimum extent possible, as long as the low floor elevation is no higher than 2.5 feet above the high-water elevation and the basement ceiling height is no taller than 9 feet.

a. ~~The first floor elevation may be increased to the extent necessary to elevate the lowest level of the dwelling to an elevation of two feet above the~~ There is a 100-year flood elevation, as established by the Federal Emergency Management Agency (FEMA), or the city's comprehensive water resource management plan; or

b. The first-floor elevation may be increased to the extent necessary to reasonably protect the dwelling from groundwater intrusion. Existing and potential groundwater elevations shall be determined in accordance with accepted hydrologic and hydraulic engineering practices. Determinations shall be undertaken by a professional civil engineer licensed under Minn. Stats. ch. 326, or a hydrologist certified by the American Institute of Hydrology. Studies, analyses and computations shall be submitted in sufficient detail to allow thorough review and approval; or

c. The first-floor elevation may be increased to the extent necessary to allow the new building to meet the state building code, this Code or other statutory requirements.

d. An increase in first floor elevation will only be permitted if the new structure or addition fits the character of the neighborhood in height, mass and scale.

Section 4. Sec. 36-467. (b) (3) - Special requirements is amended as follows:

~~(3) *Basements.* All double dwelling unit buildings shall be constructed with a basement having a gross floor area equal to at least 50 percent of the gross floor area of the story next above. The floor area of accessory uses shall not be included for the purposes of this subsection.~~

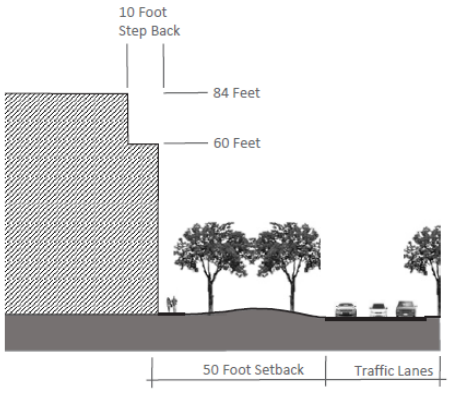
Section 5. Sec. 36-1259. – Building Coverage Computation; exclusion and inclusions are amended as follows:

(a) ~~The following structures and improvements shall be excluded when computing building coverage:~~
~~(1) Driveways and sidewalks, but not patios.~~
~~(2) Parking lots and parking ramps.~~
~~(3) Accessory recreational facilities not enclosed by solid walls and not covered by a roof, including outdoor swimming pools, tennis courts and shuffleboard courts; but facilities which are constructed above grade, such as paddle tennis courts, shall be included when computing building coverage.~~
~~(4) Unenclosed and uncovered steps and stoops less than 50 square feet.~~
~~(5) Overhanging eaves and roof projections not supported by posts or pillars.~~

~~(b) Building coverage computations, however, shall include all other principal or accessory buildings, including, but not limited to:~~
~~(1) Decks and patios, subject to allowances provided by this chapter.~~
~~(2) Gazebos.~~
~~(3) Balconies.~~
~~(4) Breezeways.~~
~~(5) Porches.~~
~~(6) Accessory recreational facilities constructed above grade, such as paddle tennis courts.~~

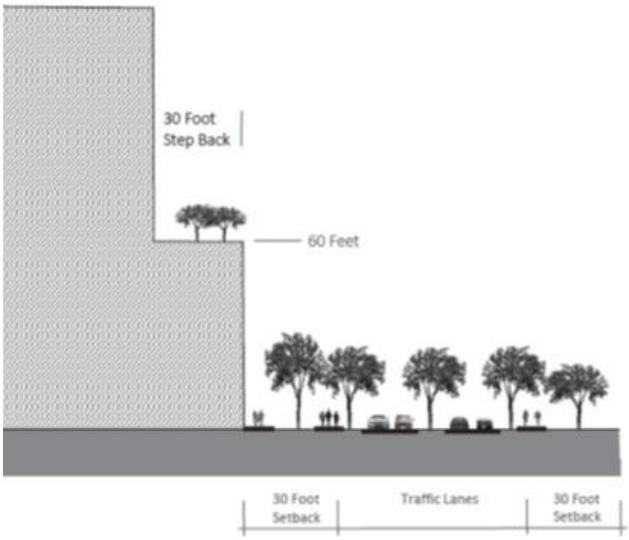
Section 6. Sec. 36-1276. – Setbacks in the Greater Southdale District is amended as follows:

(a) Front Street Setbacks on France Avenue between Highway 62 and Minnesota Drive and the on York Avenue between 66th Street and 78th Street: A 50-foot setback is required from the face of the curb to the face of building. Above a building height of 60-feet the additional height must step back 10 feet from the face of the building.



France Avenue

(b) Front Street Setbacks on streets other than France Avenue and York Avenue: A 30-foot setback is required from the face of curb to the face of building. ~~with a building podium height of 60 feet.~~ Above a building height of 60-feet the additional height must step back 30 feet from the face of the building to a maximum height of 105 feet. Any height above 105 feet must step back an additional 10 feet from the face of the building. ~~the 60-foot height limit, additional height should step back 30 feet from the face of the building, to a maximum height of 105 feet. Any height about 105 feet should step back and additional 10 feet from the face of the building.~~



Existing East West Streets

Section 7. This ordinance is effective immediately upon its passage.

First Reading:
Second Reading:
Published:

Attest _____ _____

Sharon Allison, City Clerk James B. Hovland, Mayor

The CITY of EDINA

Zoning Ordinance Amendment

Element 1 – Setbacks in the Greater Southdale District

The CITY of EDINA

Existing City Code

The CITY of EDINA

Section 6. **Sec. 36-1276. – Setbacks in the Greater Southdale District.**

(a) Front Street Setbacks on France Avenue between Highway 62 and Minnesota Drive and the on York Avenue between 66th Street and 78th Street: A 50-foot setback is required from the face of the curb to the face of building. Above a building height of 60-feet the additional height must step back 10 feet from the face of the building.

(b) Front Street Setbacks on streets other than France Avenue and York Avenue: A 30-foot setback is required from the face of curb to the face of building with a building podium height of 60 feet. Above the 60-foot height limit, additional height should step back 30 feet from the face of the building, to a maximum height of 105 feet. Any height about 105 feet should step back and additional 10 feet from the face of the building.

Proposed City Code

The CITY of EDINA

Section 6. **Sec. 36-1276. – Setbacks in the Greater Southdale District.**

(a) Front Street Setbacks on France Avenue between Highway 62 and Minnesota Drive and the on York Avenue between 66th Street and 78th Street: A 50-foot setback is required from the face of the curb to the face of building. Above a building height of 60-feet the additional height must step back 10 feet from the face of the building.

(b) Front Street Setbacks on streets other than France Avenue and York Avenue: A 30-foot setback is required from the face of curb to the face of building ~~with a building podium height of 60 feet~~. Above the 60-foot height limit, additional height should step back 30 feet from the face of the building, to a maximum height of 105 feet. Any height about 105 feet should step back and additional 10 feet from the face of the building.

Existing City Code

The CITY of EDINA

Section 1. Sec. 36-10 Definitions is amended as follows:

Setback, front street, means the shortest horizontal distance from the forward most point of a building or structure to the nearest point on the front lot line. *Setback, interior side yard,* means the shortest horizontal distance from any part of a building or structure to the nearest point on an interior side lot line.

Setback, rear yard, means the shortest horizontal distance from any part of a building or structure to the nearest point on a rear lot line.

Setback, side street, means the shortest horizontal distance from any part of a building or structure to the nearest point on a side lot line that adjoins a street.

Proposed City Code

The CITY of EDINA

Section 1. Sec. 36-10 Definitions is amended as follows:

Setback, front street, means the shortest horizontal distance from the forward most point of a building or structure to the nearest point on the front lot line. Within the Greater Southdale District, front street setbacks shall be measured from the forward most point of a building or structure to the face of curb per Section 36-1276.

Setback, interior side yard, means the shortest horizontal distance from any part of a building or structure to the nearest point on an interior side lot line.

Setback, rear yard, means the shortest horizontal distance from any part of a building or structure to the nearest point on a rear lot line.

Setback, side street, means the shortest horizontal distance from any part of a building or structure to the nearest point on a side lot line that adjoins a street. Within the Greater Southdale District, side street setbacks shall be measured from the forward most point of a building or structure to face of curb per Section 36-1276.

Element 2 – Creating an Impervious Surface Ordinance

The CITY of EDINA

Existing and Proposed City Code

The CITY of EDINA

Section 1. Sec. 36-10 Definitions is amended as follows:

Building coverage means the percentage of the lot area occupied by principal and accessory buildings and structures. ~~including, without limitation, patios~~.

Impervious surface: A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to placement. Examples include, but are not limited to, buildings, decks, rooftops, sidewalks, patios, permeable pavers, and concrete, asphalt, or gravel driveways.

Section 2. Subsection 36-438 of the Edina City Code. Requirements for building coverage, setbacks and height Special Requirements are amended to add the following:

Sec. 36-438. - Requirements for building coverage, impervious surface lot coverage, setbacks and height.

The minimum requirements for building coverage, impervious surface lot coverage, setbacks, and height in the Single Dwelling Unit District (R-1) are as follows:

(1) Building Coverage.

a. Lots 9,000 square feet or greater in area. Building coverage shall be not more than 25 percent for all buildings and structures. On lots with an existing conditional use, if the combined total area occupied by all accessory buildings and structures, excluding attached garages, is 1,000 square feet or greater, a conditional use permit is required.

b. Lots less than 9,000 square feet in area. Building coverage shall be not more than 30 percent for all buildings and structures; provided, however, that the area occupied by all buildings and structures shall not exceed 2,250 square feet.

c. Combined total area. The combined total area occupied by all accessory buildings and structures, excluding attached garages, shall not exceed 1,000 square feet for lots used for single dwelling unit buildings.

d. Building coverage shall include all principal or accessory buildings, including, but not limited to:

1. Decks ~~and patios~~. The first 150 square feet of an unenclosed deck ~~or patio~~ shall not be included when computing building coverage.
2. Gazebos.
3. Balconies.
4. Breezeways.
5. Porches.
6. ~~Accessory recreational facilities constructed above grade, such as paddle tennis courts.~~

~~e. The following improvements shall be excluded when computing building coverage:~~

1. ~~Driveways and sidewalks, but not patios, subject to subsection (1)d.1 of this section.~~
2. ~~Parking lots and parking ramps.~~
3. ~~Accessory recreational facilities not enclosed by solid walls and not covered by a roof, including outdoor swimming pools, tennis courts and shuffleboard courts.~~
4. ~~Unenclosed steps and stoops less than 50 square feet.~~
5. ~~Overhanging eaves and roof projections not supported by posts or pillars.~~

(2) *Impervious Surface Lot coverage.* Impervious surface lot coverage shall be limited to a maximum of Fifty percent (50%).

Section 2. Subsection 36-438 of the Edina City Code. Requirements for building coverage, setbacks and height Special Requirements are amended to add the following:

Sec. 36-438. - Requirements for building coverage, impervious surface lot coverage, setbacks and height.

The minimum requirements for building coverage, impervious surface lot coverage, setbacks, and height in the Single Dwelling Unit District (R-1) are as follows:

(1) Building Coverage.

a. Lots 9,000 square feet or greater in area. Building coverage shall be not more than 25 percent for all buildings and structures. On lots with an existing conditional use, if the combined total area occupied by all accessory buildings and structures, excluding attached garages, is 1,000 square feet or greater, a conditional use permit is required.

b. Lots less than 9,000 square feet in area. Building coverage shall be not more than 30 percent for all buildings and structures; provided, however, that the area occupied by all buildings and structures shall not exceed 2,250 square feet.

c. Combined total area. The combined total area occupied by all accessory buildings and structures, excluding attached garages, shall not exceed 1,000 square feet for lots used for single dwelling unit buildings.

d. Building coverage shall include all principal or accessory buildings, including, but not limited to:

1. Decks ~~and patios~~. The first 150 square feet of an unenclosed deck ~~or patio~~ shall not be included when computing building coverage.
2. Gazebos.
3. Balconies.
4. Breezeways.
5. Porches.
6. ~~Accessory recreational facilities constructed above grade, such as paddle tennis courts.~~

~~e. The following improvements shall be excluded when computing building coverage:~~

1. ~~Driveways and sidewalks, but not patios, subject to subsection (1)d.1 of this section.~~
2. ~~Parking lots and parking ramps.~~
3. ~~Accessory recreational facilities not enclosed by solid walls and not covered by a roof, including outdoor swimming pools, tennis courts and shuffleboard courts.~~
4. ~~Unenclosed steps and stoops less than 50 square feet.~~
5. ~~Overhanging eaves and roof projections not supported by posts or pillars.~~

(2) *Impervious Surface Lot coverage.* Impervious surface lot coverage shall be limited to a maximum of Fifty percent (50%).

Element 3 – Basements

The CITY of EDINA

Existing and Proposed City Code

The CITY of EDINA

Section 3. Sec. 36-439. (3) (7) AND (8). Special Requirements is amended as follows:

~~(3) *Basements.* All single dwelling unit buildings shall be constructed with a basement having a gross floor area equal to at least 50 percent of the gross floor area of the story next above. The floor area of accessory uses shall not be included for purposes of this subsection.~~

Section 4. Sec. 36-467. (b) (3) - Special requirements is amended as follows:

~~(3) *Basements.* All double dwelling unit buildings shall be constructed with a basement having a gross floor area equal to at least 50 percent of the gross floor area of the story next above. The floor area of accessory uses shall not be included for the purposes of this subsection.~~

Element 4 – One Foot Rule

Existing and Proposed City Code

The CITY of EDINA

Section 3. Sec. 36-439. (3) (7) AND (8). Special Requirements is amended as follows:

(7) *Additions to, or replacement of, single dwelling unit buildings and buildings containing two dwelling units.* For additions, alterations and changes to, or rebuilds of, existing single dwelling unit buildings and buildings containing two dwellings, the first-floor elevation may not be more than one foot above the existing first floor elevation, unless one of the conditions in (8) below exists on the site. If a split-level dwelling is torn down and a new home is built, the first-floor elevation of the dwelling unit being torn down is deemed to be the lowest elevation of an entrance to the dwelling, excluding entrance to the garage and entrances that do not face a street.

(8) ~~Additions to, or replacement of, single dwelling unit buildings with a first-floor elevation of more than one foot above the existing first floor elevation of the existing dwelling unit building require a variance per [article II], division 3. Such additions to, or replacements of, single dwelling unit buildings must meet one or more of conditions a-c and always meet condition d.:~~ If one of the conditions below exist on site, the one-foot requirement in (7) above could be increased to the minimum extent possible, as long as the low floor elevation is no higher than 2.5 feet above the low water elevation and the basement ceiling height is no taller than 9 feet.

a. ~~The first floor elevation may be increased to the extent necessary to elevate the lowest level of the dwelling to an elevation of two feet above the~~ There is a 100-year flood elevation, as established by the Federal Emergency Management Agency (FEMA), or the city's comprehensive water resource management plan; or

b. The first-floor elevation may be increased to the extent necessary to reasonably protect the dwelling from groundwater intrusion. Existing and potential groundwater elevations shall be determined in accordance with accepted hydrologic and hydraulic engineering practices. Determinations shall be undertaken by a professional civil engineer licensed under Minn. Stats. ch. 326, or a hydrologist certified by the American Institute of Hydrology. Studies, analyses and computations shall be submitted in sufficient detail to allow thorough review and approval; or

c. The first-floor elevation may be increased to the extent necessary to allow the new building to meet the state building code, this Code or other statutory requirements.

Recommendation - Options

The CITY of EDINA

- Grant first reading of Ordinance 2022-01. (With any amendments recommended by the City Council, such as adding back the 50 s.f. exemption.) The Ordinance would be put on the January 19th, 2022, City Council agenda for second reading.

- If the Council is comfortable with the Ordinance as drafted, waive second reading and adopt Ordinance 2022-01.

STAFF REPORT

Date: December 21, 2021

To: Mayor and City Council

From: Cary Teague, Community Development Director

Subject: PUBLIC HEARING: Ordinance 2021-03, Zoning Ordinance Amendment - Impervious Surface, Basement, 1-foot Rule and Setback Definitions

Information / Background:

As part of the 2021 Planning Commission Work Plan, the Commission has been working on the above Ordinance Amendments. To work on the Impervious Surface portion of this ordinance, the Commission created a small working group made up of Commissioners Lou Miranda, Jimmy Bennett, and Gerry Strauss, as well as planning and engineering staff.

To assist in the development of the Ordinance, planning and engineering staff put together some background information for the work group and Planning Commission to consider and discuss. That information is attached and summarized below.

The most significant take away from the engineering study is that impervious surface increases in the city is not the main contributing factor causing flooding/drainage concerns, rather it is climate changes.

The information included in the packet is as follows:

2019 Morningside Impervious Surface analysis (post and slide deck)

- This is a historic review that was done to create a poster presentation for the Minnesota Water Resources Conference.

Appendix A of the 2018 CWRMP

- This is an analysis of imperviousness rates citywide to set the stormwater model parameter for various land uses.
- In past models, we used 40% total impervious and 20% directly connected impervious for single family areas (LDR).
- Section 4 has a good discussion of the variability in neighborhoods for LDR.
- Section 5 and 6 have good discussion of why this trend matters for stormwater.
- As a result of this we changed LDR impervious modeled value to 40% total, 25% directly connected.

Appendix D of the 2019 Flood Risk Reduction Strategy - conducted a "Private Infrastructure Analysis"

- This analysis considered a possible policy alternative where individual properties to reduce volumes and rates of stormwater to reduce flooding community wide.
- The analysis showed that Site by site does not have a strong business case, it is expensive and possibly unreasonable to implement for its limited benefit.

Survey of Cities

- How other cities regulate impervious surface

Impervious surface examples of existing lots with the Country Club District.

Attached is the final draft that is recommended unanimously by the Planning Commission for approval.

The following provides a summary of each Section within the proposed Amendment.

Section 1. Definitions.

- Impervious Surface is defined.
- The definition of "setback" is revised to include the new measurement method for setbacks from buildings to curbs in the Greater Southdale Area. This form of measurement was adopted into the Zoning Ordinance last summer.

Section 2 & 5 – Building Coverage is clarified, and an Impervious Surface Lot coverage regulation is created for the R-1 Zoning District. Building coverage is clarified to eliminate patios and recreations facilities like tennis courts. Patios, tennis courts or similar uses would now be regulated under the impervious surface regulations, and not building coverage. The proposed impervious surface requirement is 50% as recommended by the work group of the planning commission (Commissioners Strauss, Miranda and Bennett) and staff.

Section 3 & 4 – Basements and First Floor Elevation. The requirement to install a basement with any new single-family home is eliminated. This could reduce the cost of housing in Edina, should someone choose to not construct a basement. Additionally, it could provide assistance with development or re-development of lots with a very high-water table that prevent a basement from being constructed.

Additionally, the "One-Foot Rule" is revised to allow an increase to the one-foot rule only if there is a flood plain or high-water elevation issue. The current City Ordinance requires the first-floor elevation of a new home not exceed the first-floor elevation of the previous home by more than one-foot. The Planning Commission has experienced over the past several years that the current ordinance conflicts with the City's requirement for the low floor elevation of new homes to be 2 feet above a flood elevation. Since the adoption of this ordinance in late 2014, the City has processed and approved 23 variances to the one-foot rule when there is a high-water table issue.

This amendment would not impact the overall height of new homes as they would still be required to meet the overall height requirement, which is measured from existing grade. The amendment also would not impact site's that do not have a flood plain or high-water table issue.

Section 6 – Setbacks. The section simply clarifies the Zoning Ordinance regarding how setbacks in the Greater Southdale District are measured.

STAFF AND PLANNING COMMISSION RECOMMENDATION

Adopt the proposed Ordinance Amendment.

Survey Responses

30 January 2019 - 27 December 2021

Public Hearing Comments-Ch 36 Ordinance Amendments

Better Together Edina

Project: Public Hearing: Zoning Ordinance Amendments – Impervious Surface, Basement, 1-foot rule, and Setback definitions.

BANG THE TABLE engagementHQ

VISITORS					
11					
CONTRIBUTORS			RESPONSES		
4			4		
1	0	3	1	0	3
Registered	Unverified	Anonymous	Registered	Unverified	Anonymous

Respondent No:	1	**Responded At:**	Nov 16, 2021 13:43:13 pm
Login:	Anonymous	**Last Seen:**	Nov 16, 2021 13:43:13 pm
Email:	n/a	**IP Address:**	n/a

Q1. **First and Last Name** Scott Busyn

Q2. **Address** 4633 Arden Avenue

Q3. **Comment**

I read the draft of the zoning changes. I would like to recommend that covered front porches(not covered by windows or screens) up to 100 square feet are excluded from building coverage calculations or up to 100 square feet of covered front porches (not covered by windows or screens) are allowed to be included in Impervious Surface calculations. I am concerned not including allowing front porches to be excluded from Building Coverage or to be included in Impervious Surface calculations will discourage Edina residents from building covered front entries. The front porch is an American icon and represents the ideal of community. It connects families to the outside and brings them out to enjoy their block with their neighbors. It is an area that shares the sanctity of home with the community outside. In a world changed by the COVID-19 pandemic, the front porch is seeing a renaissance. With people spending more time home, it is more evident that front yards in Edina have become the connection points between neighbors. Front porches make a home more welcoming and connected with the neighborhood. I feel strongly that front porches are in important part of Edina's neighborhood culture since they represent family, community, and being outside. With the recent uptake in violent crime, it is important that we continue to promote front porches. Front porches build in neighborhood security by encouraging people to be outside and having more eyes on the neighborhood. Front porches also reduce the appearance of mass on a home and make for a better streetscape. Home facades are easier on the eye when they open up slowly from a front porch vs. a plain two story facade. Zoning guidelines in our neighboring cities are also promoting the importance of front porches. Minneapolis excludes front porches from FAR calculations and gives design points for homes with at least 70 square feet of front porch. St. Louis Park updated zoning to reduce the setback of front yard patios a few years ago. I attached photos of homes nearby that shows how Edina residents have increasingly embraced their front porches over the past several years. Since we don't revise the R-1 zoning very often, I feel this is a great time to consider updating the zoning to allow front porches. Thank you! Scott Busyn 4633 Arden Avenue 952-807-8765 IMG_3065.jpg IMG_3066.jpg IMG_3067.jpg IMG_3069.jpg IMG_3070.jpg IMG_3071.jpg IMG_3072.jpg IMG_3073.jpg IMG_3076.jpg IMG_3081.jpg IMG_3083.jpg IMG_3087.jpg IMG_3088.jpg IMG_3090.jpg IMG_3093.jpg IMG_3095.jpg

Respondent No:	2	**Responded At:**	Nov 17, 2021 08:29:48 am
Login:	Anonymous	**Last Seen:**	Nov 17, 2021 08:29:48 am
Email:	n/a	**IP Address:**	n/a

Q1. **First and Last Name** Chad Holder

Q2. **Address** 5712 Woodland lane

Q3. **Comment**

I feel the "one foot rule" should be removed from the city code. On my property the previous home's basement was far below the flood elevation. The plan for the new home needed to be 2 feet above the flood elevation, pushing the 1st floor higher. This required my family to seek a variance, which was approved by the planning commission. However, the neighbors appealed, their appeal was supported by the City Council and I was not able to get a permit. It was simple math. Our proposed home overall height was below what was allowed, and still we were denied. The "one foot rule" does not make sense when the lowest elevation is determined by FEMA.

Respondent No: 3
Login: Hope Melton
Email: hopemelton@hotmail.com

Responded At: Dec 23, 2021 14:27:56 pm
Last Seen: Dec 24, 2021 15:01:10 pm
IP Address: 65.128.14.17

Q1. **First and Last Name** Hope Melton

Q2. **Address** 4825 Valley View Road

Q3. **Comment**

I support all of these amendments.

Respondent No: 4
Login: Anonymous
Email: n/a

Responded At: Dec 25, 2021 04:22:25 am
Last Seen: Dec 25, 2021 04:22:25 am
IP Address: n/a

Q1. **First and Last Name** Isaac

Q2. **Address** 5913 Grimes Ave S

Q3. **Comment**

If you are measuring the setback from the curb in the Southdale area it should only be allowed if there's already an upgraded pedestrian walkway, otherwise one should be included in the development and then measured from the curb.

Delivered via email on Monday, December 27, 2021 for inclusion in the record of City Council Public Hearing Comments (Better Together report) regarding changing the definition of Setbacks in the Greater Southdale District.

Mayor and City Council,

I am writing in opposition to the City of Edina's ("Edina") years-long unscrupulous scheme in which Edina has misrepresented a stepped progression of controversial changes to the zoning code (reduction of setbacks in a large geographic area), to change:

1) THE WAY setbacks are measured in the Greater Southdale District and

2) WHERE in the district the changes are to apply.

Notably, in its newly approved Climate Action Plan (December 7), Edina laments the lack of open and green space for "disadvantaged communities", while at the same time Edina is simultaneously acting to bring about the very plight that it claims to be concerned about:

> "Disadvantaged communities within cities often have denser populations, more impervious surfaces, and less open/green spaces." (PDF Page 41)

Ironically, in the Greater Southdale District, reducing building setbacks and enlarging building footprints, as is proposed in the current zoning amendment, would serve to help satisfy Edina's expressed climate-motivated desire to reduce turf, but would do so by expanding building coverage and eliminating green space. No wonder Edina has been engaged in a nearly 3-year cover-up of its setback reduction scheme! Green-Be-Gone!

In relation to its planning function, Edina has a pattern and practice of flouting State Statutes and lying to the public and consistently deceiving the public with false, misleading, incomplete, and ambiguous data. This complex web of deceit regarding setbacks runs from 2019 with the Greater Southdale Design Experience Guidelines, through to the present. It is directly related to the deception and obfuscation about setbacks in the redevelopment proposal for 4040 West 70th Street. It has additionally related to areas outside of the Greater Southdale District, including an apartment project at Valley View and Wooddale, and more recently, in October, in the context of a redevelopment proposal for 4630 France Avenue South, which is currently a single-family home.

This troubling pattern and practice of deception and nondisclosure has also been found in relation to several comprehensive plan amendments, including at 50th & France, Grandview, Pentagon Park, the Southdale Area, and the decennial Comprehensive Plan Update.

I call on the City Council to vote against the proposed zoning ordinance amendments, to come clean and apologize to the public for the many deceits, and to reform its planning function.

In the current step of the latest scheme, Edina has utilized several tactics that maneuver aspects of the aspects forward, step-by-step, while minimizing public exposure and keeping the public uninformed and disinformed, thereby reducing the chance of public discovery, understanding, and backlash.

Edina has even conducted the latest public hearings during the holiday season, including the City Council public hearing only 3 days before Christmas Eve.

Edina has falsely claimed that it is simply implementing the DEG, but that is false, and Edina is failing to disclose that it is proposing to reduce setback requirements in the entire Greater Southdale District, which is an expansion above and beyond the DEG.

Edina improperly sandwiched the Southdale setbacks in an omnibus Zoning amendment, wherein the three other amendments apply to single-family homes (impervious surface, basements, and the 1-foot elevation rule). This has reduced its visibility, helped to conceal the fact that Edina has provided virtually no information about the proposed reduction in setbacks, and has enabled Edina to obfuscate the proposed action.

If Edina had been addressing the setbacks only, as a stand-alone amendment, then the lack of disclosure would have stood out dramatically. In the published notices for the Nov. 17, 2021 Planning Commission and Dec. 21, 2021 City Council Public Hearings, the only disclosure, the only words pertaining to setbacks were "*setback definitions".* Instead of disclosing the purpose of the hearing, Edina has obscured the purpose by publishing an ambiguous sentence fragment.

Edina has also promoted false inference by fragment placement, as the two words are sandwiched in between, and appear to relate to, the single-family home amendments that are described. Did the published Public Hearing notice inform the public? No. Quote:

> *"The City Council will consider Zoning Ordinance Amendments to Chapter 36 of the City Code regarding: The establishment of an impervious surface requirement; eliminating the requirement for a basement for a new home; setback definitions; and revising the requirement of new homes to be built no more than 1-foot above the first floor elevation of the previous home on the site to allow some exceptions in the instance of a high water table. "*

Link to Planning Commission notice:
https://www.hometownsource.com/classifieds/sun_current/community/announcements/legal/notice_of_public_hearing/nov-17-ph-impervious-surface-require/pdfdisplayad_7b2b3899-2e0a-5ee0-b112-38018d462f07.html

Link to City Council notice:
https://www.hometownsource.com/classifieds/sun_current/community/announcements/legal/notice_of_public_hearing/dec-21-ph---zoning-ordinance-amendment/pdfdisplayad_57560350-48c0-55b2-8bb9-aa3ff25092eb.html

Edina has a legal obligation to notify the public of the purpose of the hearing, yet has flouted it with regard to this matter. Again, this is a patterned practice:

> *Minnesota Statutes 462.357, Subd. 3. Public hearings. No zoning ordinance or amendment thereto shall be adopted until a public hearing has been held thereon by the planning agency or by the governing body. A notice of the time, place and purpose of the hearing shall be published in the official newspaper of the municipality at least ten days prior to the day of the hearing.*

Below is a brief review of some of the stepped deceptions to date.

Greater Southdale Design Experience Guidelines ("DEG"), adopted March 5, 2019

In the DEG, Edina adopted regulations regarding setbacks that were in direct contradiction to the existing zoning code. Edina did not publicly contrast the existing zoning or disclose the contradiction. As is now evident, adopting the contradictory zoning regulations in isolation from the zoning code was part of the scheme of implementation.

Edina even excluded the DEG from the appendices to the comprehensive plan that were sent to the Metropolitan Council on December 31, 2019. This year, in researching the matter, I confronted Community Development Director Cary Teague about this exclusion. In reply, he spuriously claimed that Edina excluded it in order to avoid a comprehensive plan amendment in case Edina decided to change it. Edina has put a new spin on the meaning of "comprehensive".

The DEG is loaded with appealing suggestions that Edina was promoting an increase in green space throughout the district. Some examples:

Doc Page 2 (not numbered): In the Table of Contents, Edina announces the attractive-sounding "*Public Realm Experience*", encouraging the public to check out that section.

Text Page 5: boasts of "*Wide landscaped boulevards*"

Text Page 7: entices with the thought of *"Landscape, lighting and street furniture"*

Text Page 9: entices with the seemingly-uplifting goal of *"shaping the overall sense of landscape and continuity of public realm throughout the district"*

Text Page 13: alleging that the DEG will transform the district into a future that is *"comfortable*" and *"green"*

Text Page 13: Classic Swindle: While failing to disclose that the DEG would actually reduce setbacks, the DEG instead alleges that its marvelous setback proposals would "*create the opportunity for an expansive public realm"*

Text Page 15: And how about that *"dynamic landscape"*!

Text Page 15: No indication of a reduction in setbacks here! *"Building setbacks are to be considered as a part of the overall landscape and public amenities"*

Text Page 19: Edina pushes every button: *"the landscape experience of the single family residential neighborhoods is extended through the Greater Southdale District."*

2020: Inserting the setback reductions into the zoning code

Planning Commission July 22, 2020

City Council August 5, 2020

After waiting over a year, Edina next inserted the setback reductions into the zoning code, but WITHOUT DISCLOSING that it was reducing the setbacks. Therefore, Edina relied on people to continue to believe that the DEG was going to increase setbacks and landscape.

Moreover, the insertion was actually removed from the DEG context, in which it applied only to certain east-west streets. Instead, in the proposed language, it would apply across the district.

From Cary Teague's July 22, 2020 Staff Report, Page 1:

> *"Sections 1-10. Setbacks in the Greater Southdale District and Required Building Materials. These sections codify portions of the Design Experience Guidelines for the Greater Southdale District regarding setbacks, first floor regulations and building materials. These changes address some of the key elements of the Guidelines regarding setbacks and building materials. Mic Johnson's recommendations are included in this draft."*

2021: Completing the scheme of inserting the setback reductions into the zoning code, and expanding the geographic area

Planning Commission November 17, 2021

City Council December 21, 2021

Even after being publicly confronted about its scheme, Edina has continued to move forward, this time by changing the setback definitions in the zoning code.

Moreover, Edina is proposing to eliminate the 60-foot podium height, which is a reference to the taller buildings that the DEG proposed for select east-west streets. By doing so, the proposed zoning amendment would be extended into all of the Greater Southdale district, notably those areas adjacent to the Cornelia and South Cornelia neighborhoods, where lower building heights are required.

In closing,

Edina has been dishonest throughout this process. Again, I call on the City Council to reject the proposed zoning amendment.

Thank you.

Roberta Castellano
4854 France Ave S

Morningside Impervious Surfaces

Impervious surface area includes primary and accessory structures, driveways, private paths, decks, patios, and pool decks.

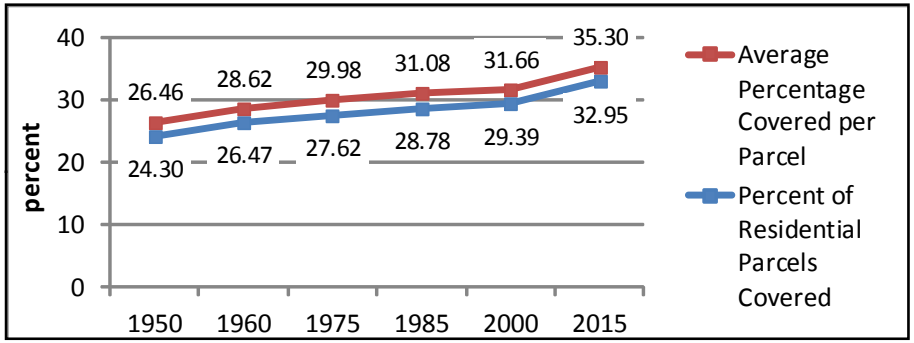
Average percent covered per parcel (2015): 35.30%
Average impervious area per parcel (2015): 3,419.03 sq ft
Minimum percent covered: 0.34%
Maximum percent covered: 65.74%

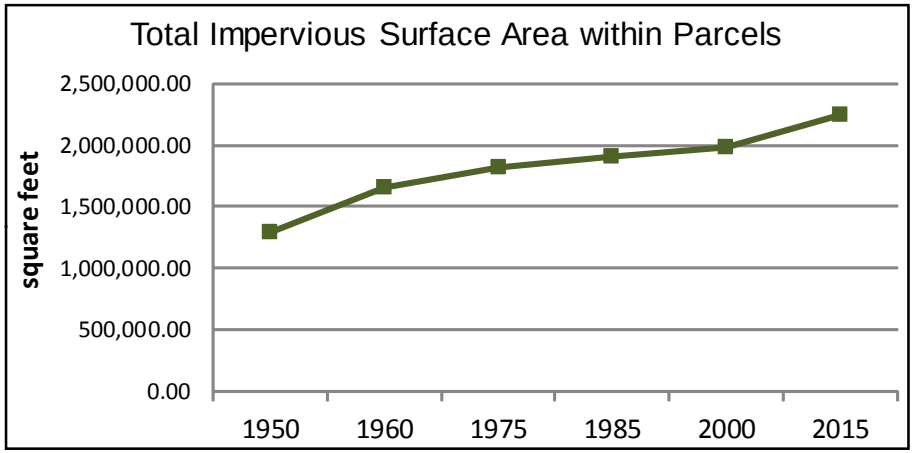
Percent Impervious Surface

- 0-10
- 10-20
- 20-30
- 30-40
- 40-50
- 50-60
- 60-70

Morningside Neighborhood Boundary

2015 Impervious Surfaces





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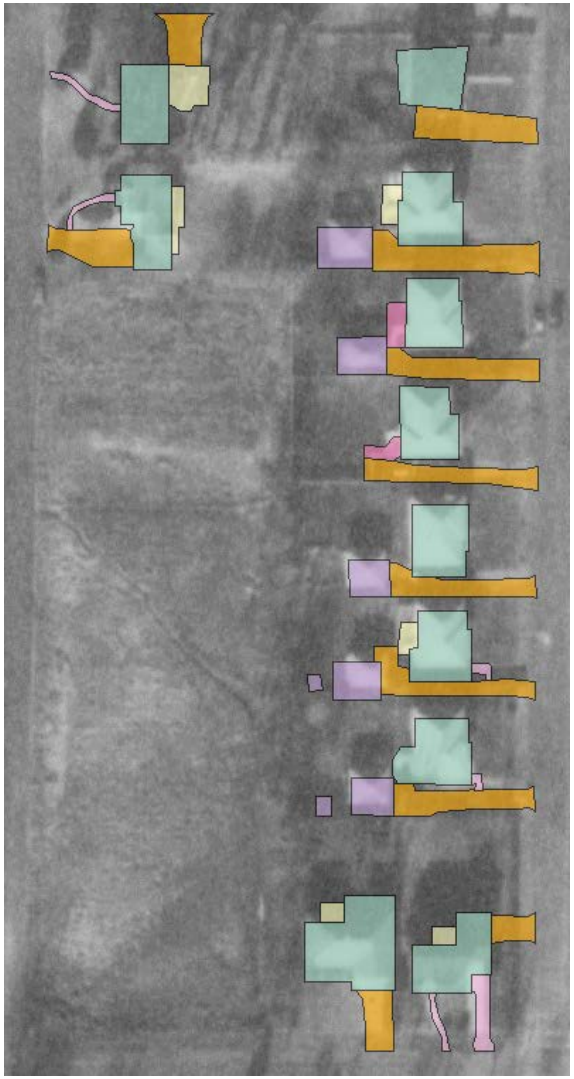

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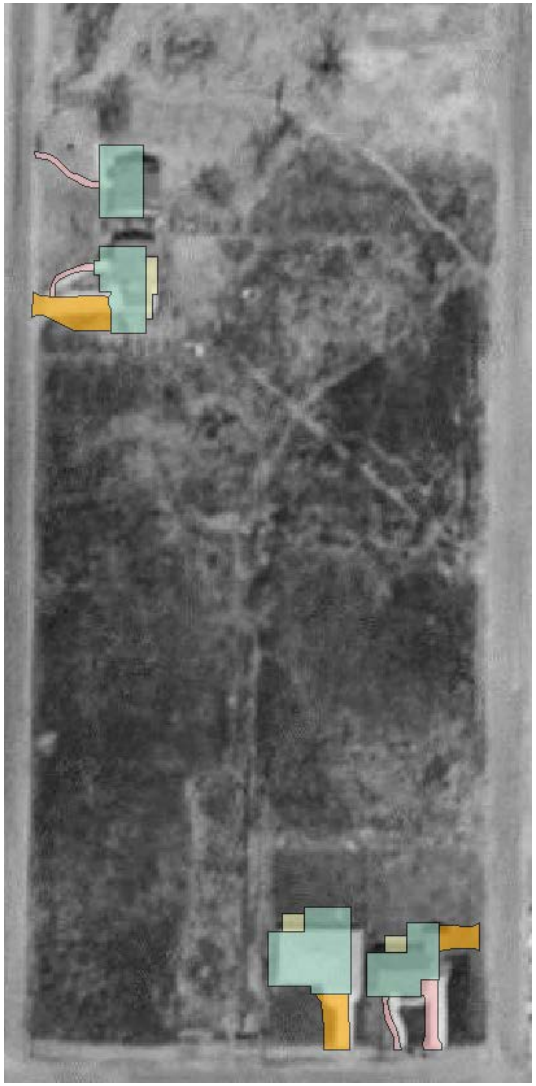

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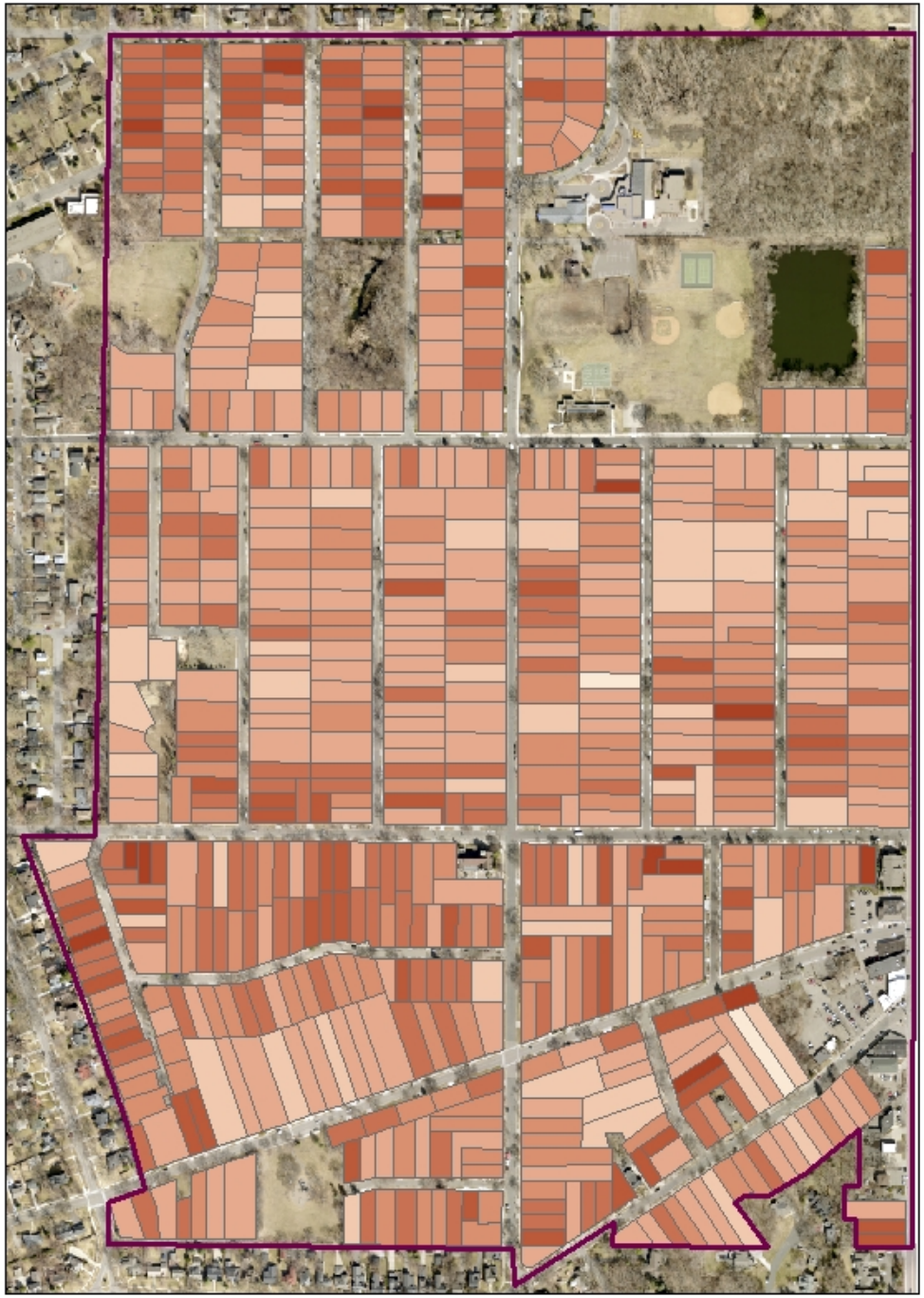

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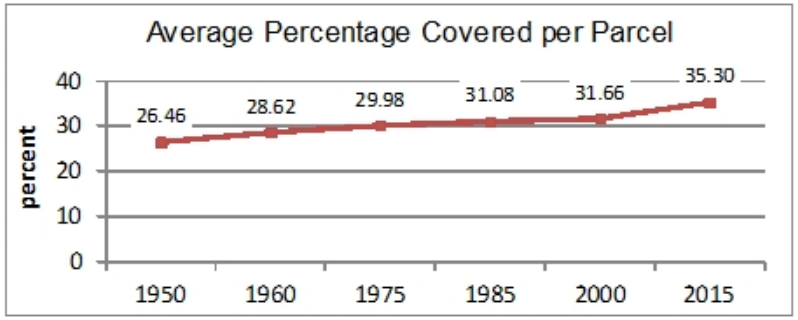
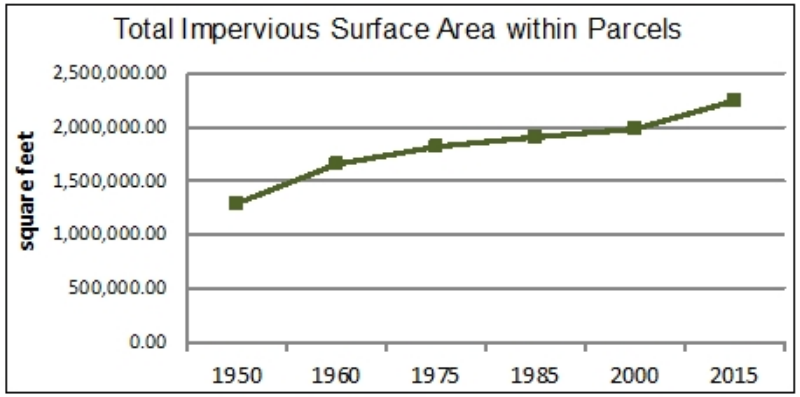
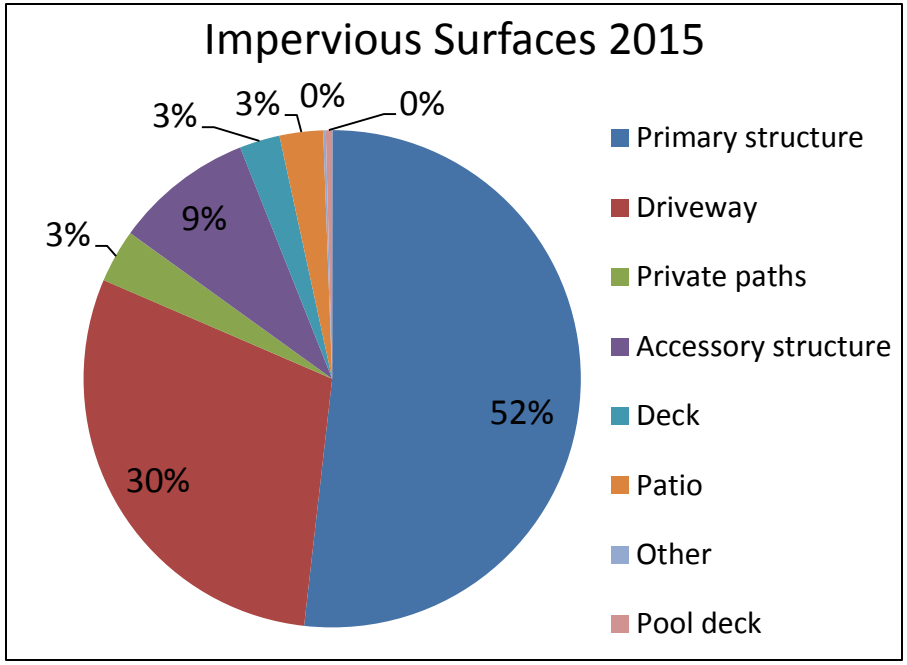
- 20-30
- 30-40
- 40-50
- 50-60
- 60-70

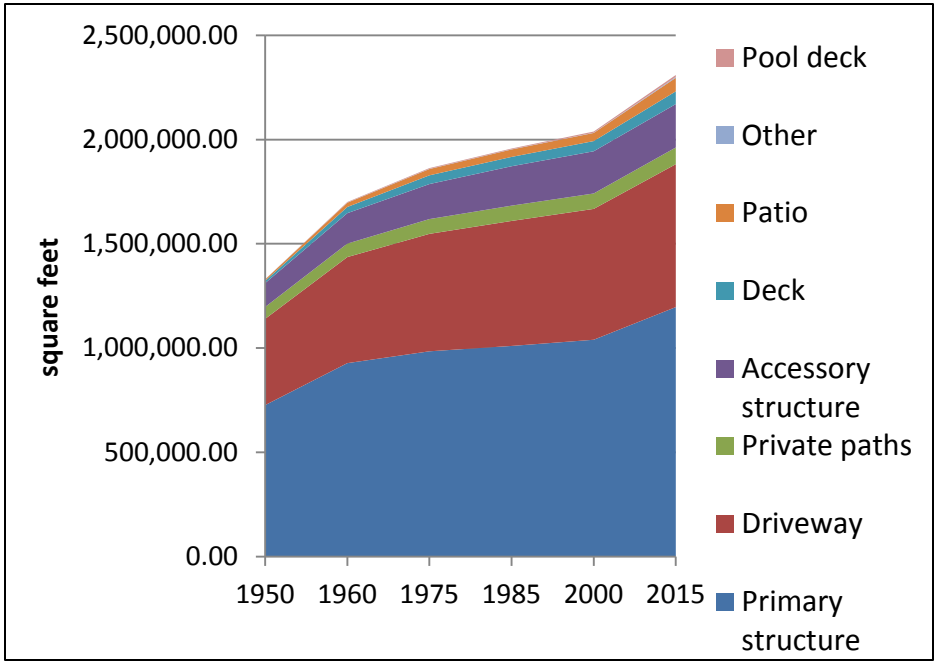
Morningside Neighborhood Boundary

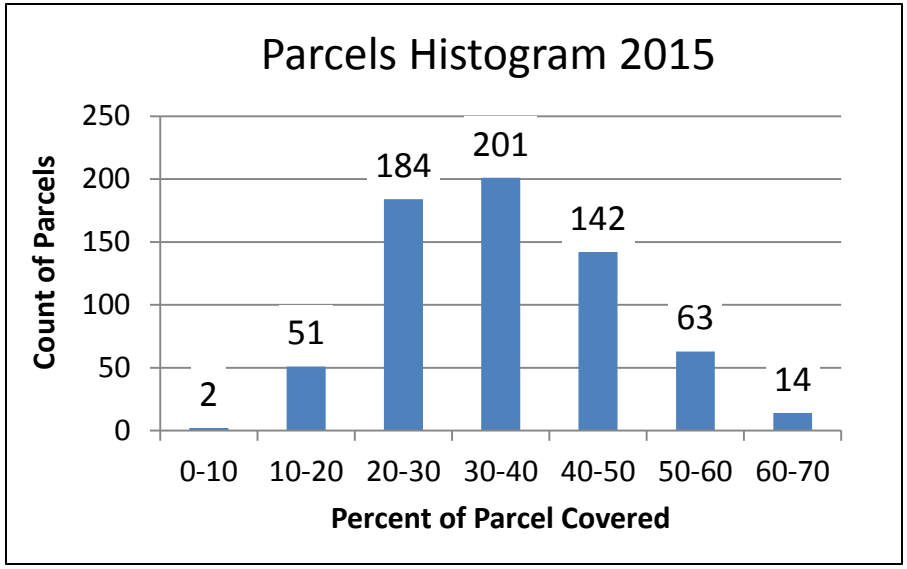


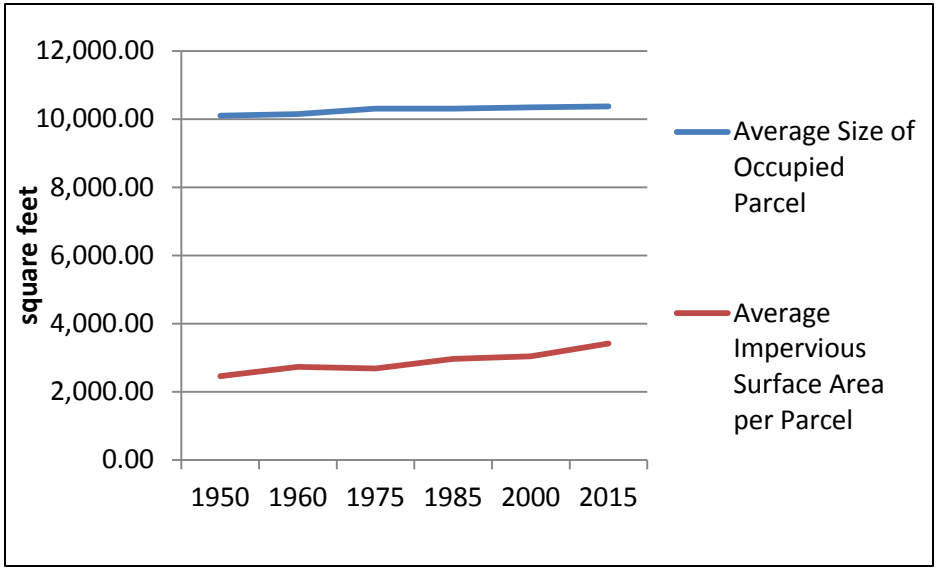


Average impervious surface area per parcel increased 39% from 1950 to 2015. Average size of occupied parcels increased by 3%.
Average impervious surface area per parcel increased 12% from 2000 to 2015. Average size of occupied parcels increased by <1%.









65.74% 64.46%

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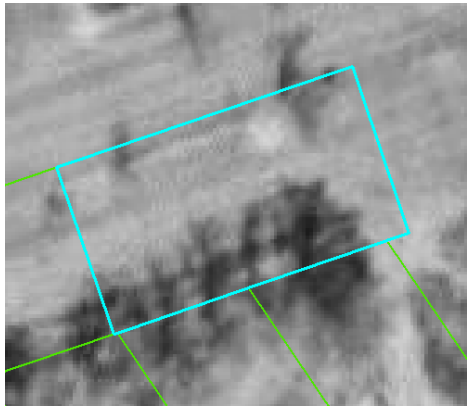

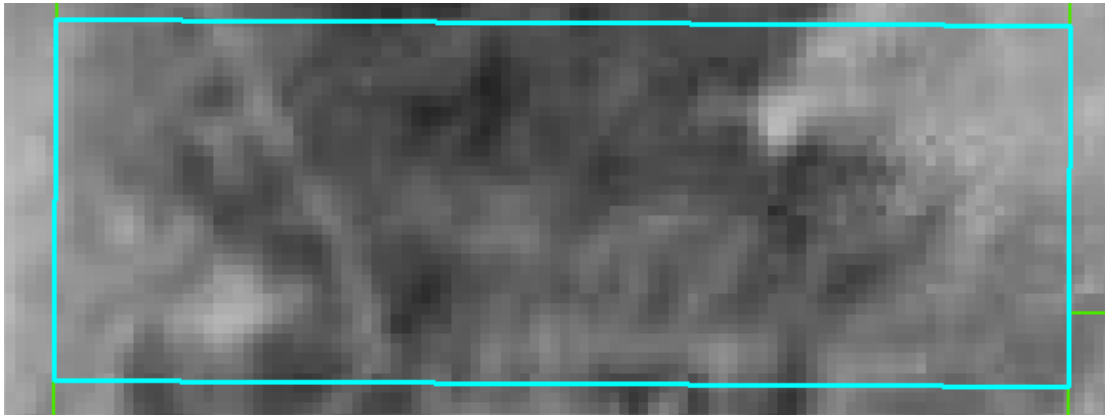

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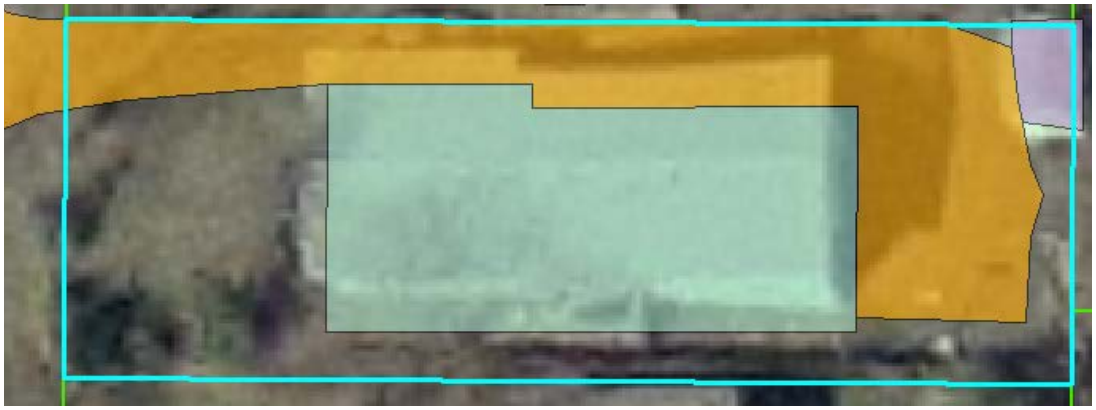

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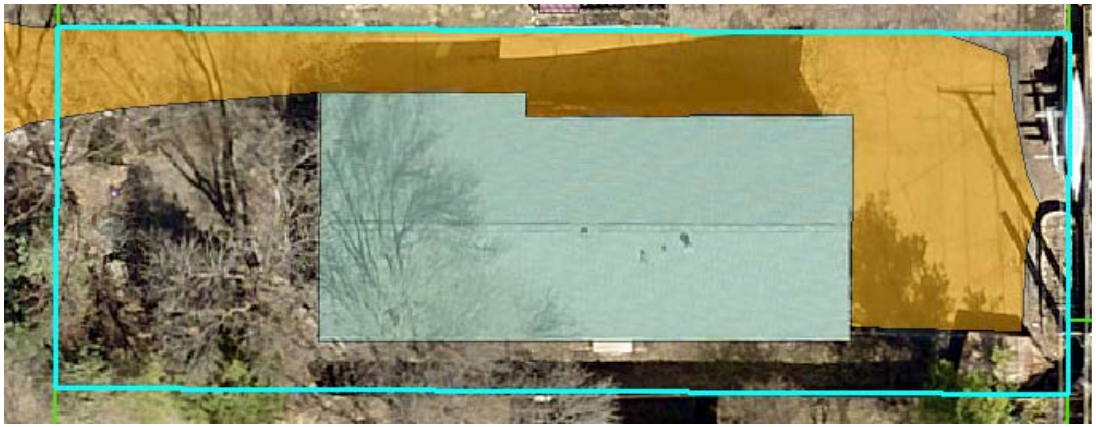

63.44%

62.17%

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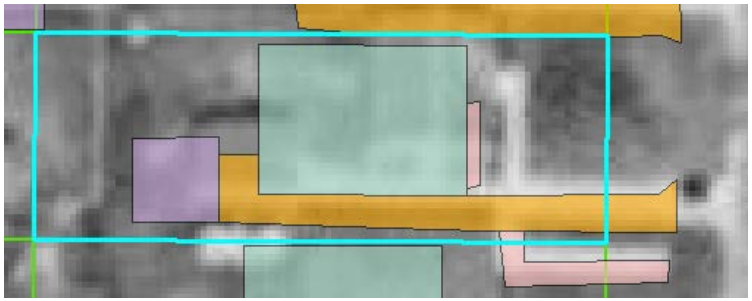

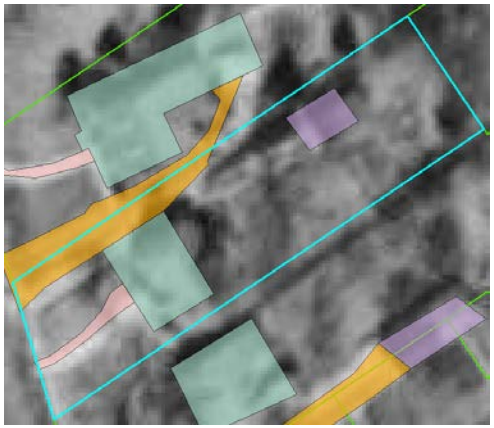

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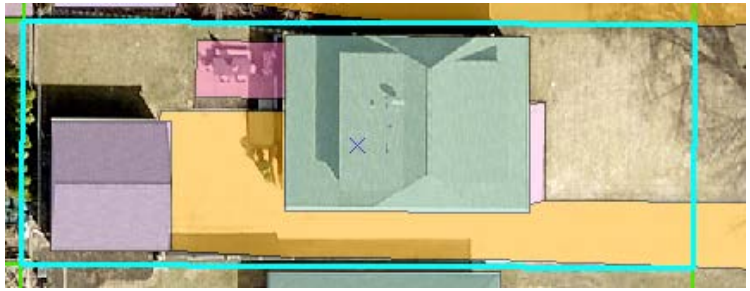

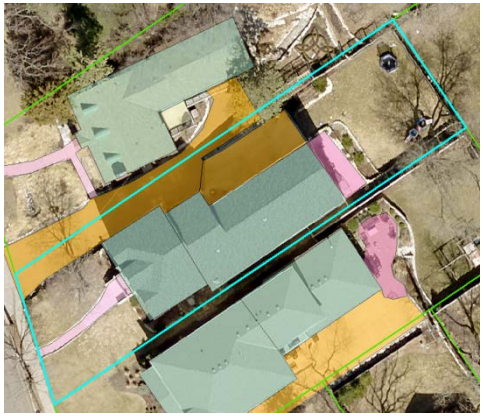

61.1%

60.79%

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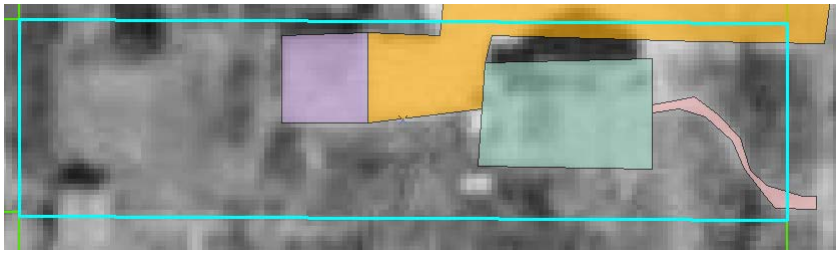

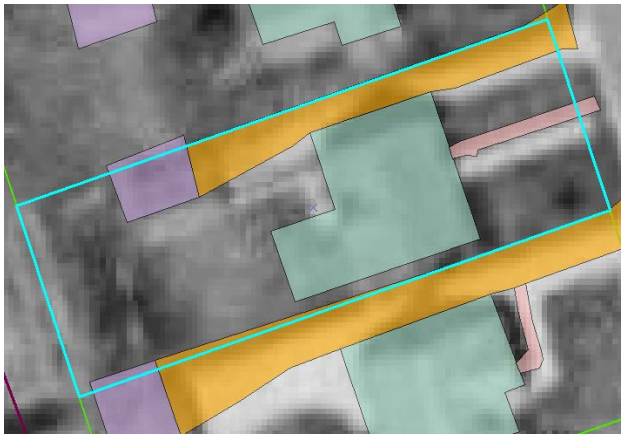

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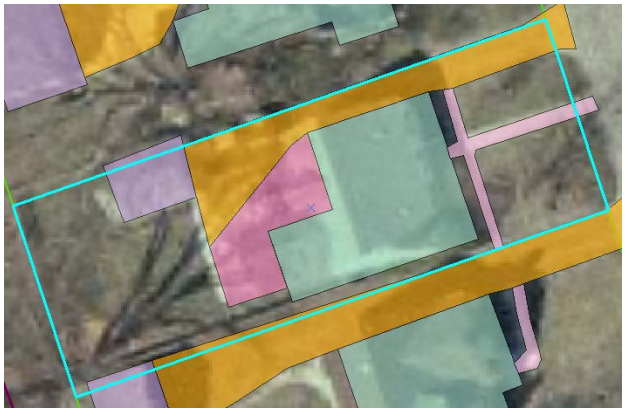


2015

Sec. 36-438. - Requirements for building coverage, setbacks and height.

The minimum requirements for building coverage, setbacks and height in the **Single Dwelling Unit District (R-1)** are as follows:

(1) *Building coverage.*

a. **Lots 9,000 square feet or greater** in area. Building coverage shall be **not more than 25 percent** for all buildings and structures. On lots with an existing conditional use, if the combined total area occupied by all accessory buildings and structures, excluding attached garages, is 1,000 square feet or greater, a conditional use permit is required.

b. **Lots less than 9,000 square feet** in area. Building coverage shall be **not more than 30 percent** for all buildings and structures; provided, **however, that the area occupied by all buildings and structures shall not exceed 2,250 square feet.**

c. Combined total area. The combined total area occupied by all accessory buildings and structures, excluding attached garages, shall not exceed 1,000 square feet for lots used for single dwelling unit buildings.

d. Building coverage shall include **all principal or accessory buildings, including, but not limited to:**

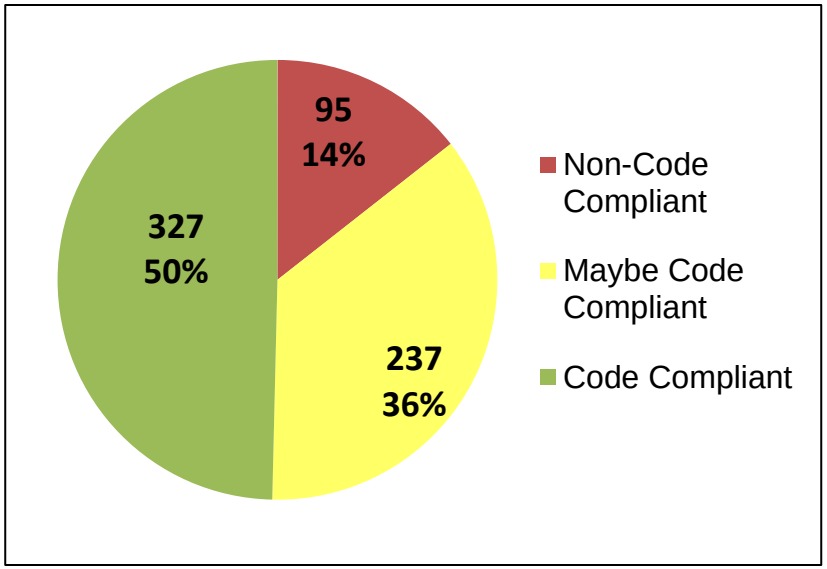
1. **Decks and patios**. The first 150 square feet of an unenclosed deck or patio shall not be included when computing building coverage.
2. **Gazebos**
3. **Balconies.**
4. **Breezeways.**
5. **Porches.**
6. **Accessory recreational facilities** constructed above grade, such as paddle tennis courts.

e. The following improvements **shall be excluded** when computing building coverage:

1. **Driveways and sidewalks**, but not patios, subject to subsection (1)d.1 of this section.
2. Parking lots and parking ramps.
3. Accessory recreational facilities not enclosed by solid walls and not covered by a roof, including **outdoor swimming pools**, tennis courts and shuffleboard courts.
4. Unenclosed steps and stoops less than 50 square feet.
5. Overhanging eaves and roof projections not supported by posts or pillars.

Parcels with red boundaries are non-code compliant based on building structure area (greater than 2,250 sq ft) despite being within 5% of their coverage limit (30%).

*2,250 sq ft limit only applies to parcels under 9,000 sq ft.



Appendix A to the 2018 Comprehensive Water Resources Management Plan

Appendix A

City of Edina Imperviousness Assumptions for Stormwater Modeling

resourceful. naturally.
engineering and environmental consultants

BARR

Technical Memorandum

To: Jessica Wilson and Ross Bintner
From: Cory Anderson, Sarah Stratton, and Janna Kieffer
Subject: City of Edina Imperviousness Assumptions for Stormwater Modeling
Date: October 25, 2016
Project: 23/27-0354.00 BCO 160

1.0 Introduction

Redevelopment throughout the City of Edina (City), particularly the rebuilding of older homes with newer, larger homes, has raised questions about the imperviousness assumptions used for stormwater modeling. Therefore, as directed by the City, Barr evaluated the most recent imperviousness data throughout different neighborhoods of the city to help determine if the assumptions that were previously used for stormwater modeling are representative of current conditions. This memo documents the findings of this imperviousness assessment, referred to herein as the "2016 analysis".

There are two forms of imperviousness: (1) "Total Impervious" which represents the total area of impervious surfaces such as pavement, roof tops, etc., and (2) "Directly Connected Impervious" which represents the area of impervious surface from which water flows directly into storm sewer or water bodies. The Directly Connected Impervious area is the area that is most important for hydrologic modeling. The majority of this memo discusses the Total Impervious, and Section 5.0 discusses methods for converting from Total Impervious area to Directly Connected Impervious area. Table 1 provides a summary of the imperviousness assumptions used for modeling associated with both the 2003 and 2011 CWRMPs (2003/2011 CWRMPs).

Table 1 Imperviousness assumptions from the 2003/2011 CWRMPs

Land Use Type	Total Impervious %	Directly Connected Impervious %	Ratio of Directly Connected to Total
Commercial	90%	80%	0.889
Developed Park	Not previously used	Not previously used	N/A
Golf Course	5%	2%	0.400
High Density Residential	70%	40%	0.571
Highway	50%	50%	1.000
Industrial/Office	90%	80%	0.889
Institutional	40%	20%	0.500
Institutional - High Imperviousness	70%	50%	0.714
Low Density Residential	40%	20%	0.500
Medium Density Residential	55%	30%	0.545
Natural/Park/Open	2%	0%	0.000
Open Water	100%	100%	1.000

Land Use Type	Total Impervious %	Directly Connected Impervious %	Ratio of Directly Connected to Total
Other	Not previously used	Not previously used	N/A
Very Low Density Residential	12%	8%	0.667
Wetland	100%	100%	1.000

2.0 Data Sources

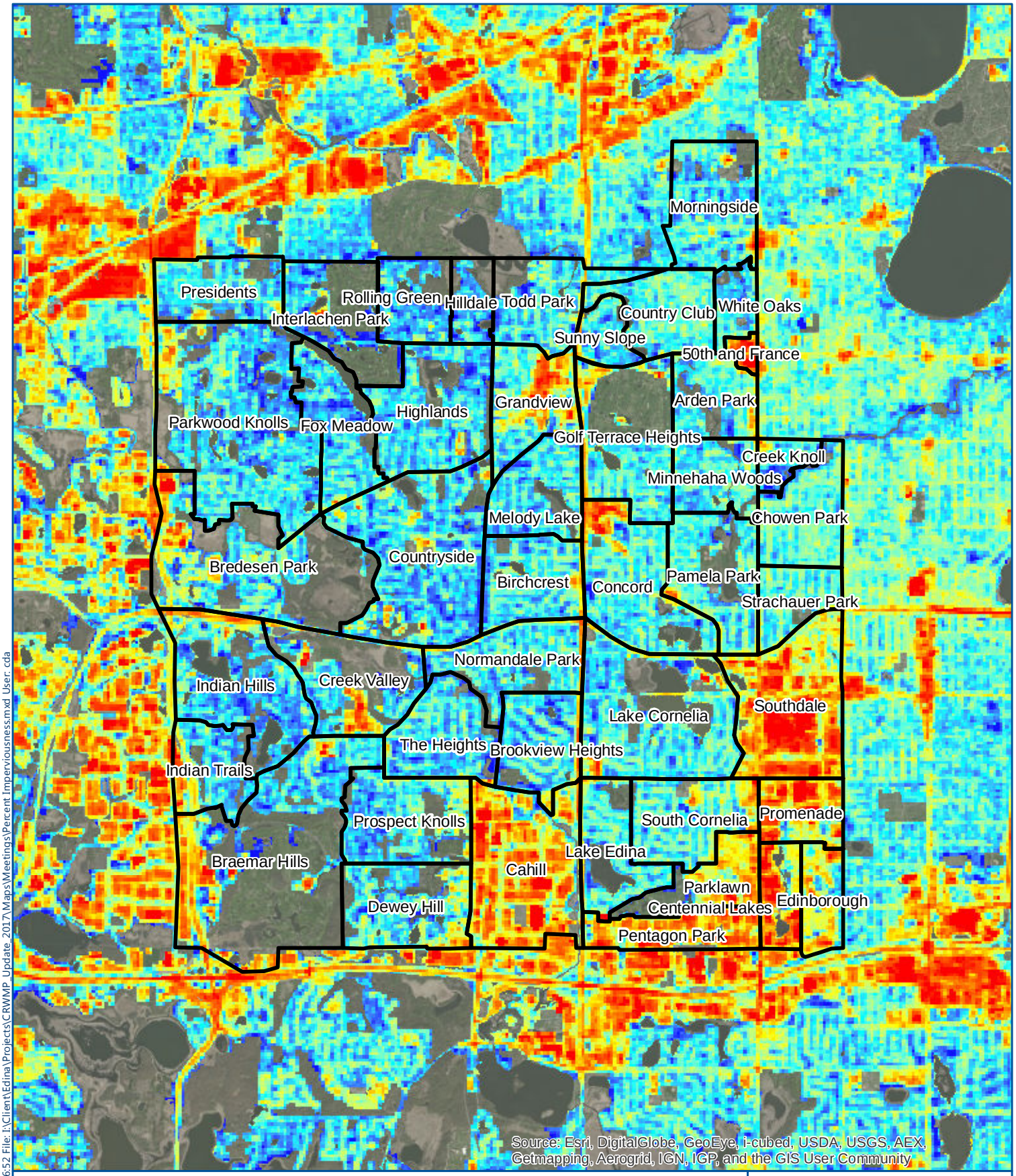
The main data source for this 2016 analysis is the 2011 Twin Cities impervious surface area dataset developed by the University of Minnesota (reference [1]). This geographic information system (GIS) dataset is a 30-meter resolution raster (grid) of impervious surface classification for the seven-county Twin Cities Metropolitan Area. The values in this GIS layer represents total imperviousness, not directly connected imperviousness. The impervious surface classification was created using a combination of multi-temporal Landsat (satellite) data and Light Detection and Ranging (LiDAR) data. This raster data set is shown in Figure 1.

Barr analyzed the imperviousness data by land use type and neighborhood. This approach allowed us to review the range of results by neighborhood for imperviousness of each land use type. A neighborhood analysis was performed (as opposed to a parcel analysis) due to the larger grid size of the imperviousness raster dataset (i.e., the U of M's imperviousness data is too coarse for a parcel-level analysis). The City provided the neighborhood GIS layer containing 45 neighborhoods throughout the city (Figure 2 (reference [2]).

The land use data utilized for this analysis was the same land use data provided by the City for the 2003/2011 CWRMPs (reference [3]). Using the same land use data allowed us to analyze results with the understanding that changes were strictly based on the changing imperviousness within the city. The land use data is shown in Figure 3.

3.0 Analysis Methods

The neighborhood and land use type polygon GIS layers were intersected to define smaller polygons of land use type within each neighborhood. Zonal statistics were then used to calculate the average raster cell value for each land use type within each neighborhood (Table 2). Additionally, the area of each land use type within each neighborhood was calculated to understand which land use types are more prevalent in each neighborhood (Table 3). The data from Table 2 and Table 3 were then used to create a histogram of imperviousness and a cumulative area function to understand the range of imperviousness for each land use type. Figure 4 also shows the average and range of the resulting imperviousness values of all neighborhoods by land use type. These results are presented and discussed in Section 4.0.



Percent Imperviousness

High : 100

Low : 0

Edina Neighborhoods

Note: Raster grid cells with 0% imperviousness are transparent and the background imagery is visible.

N

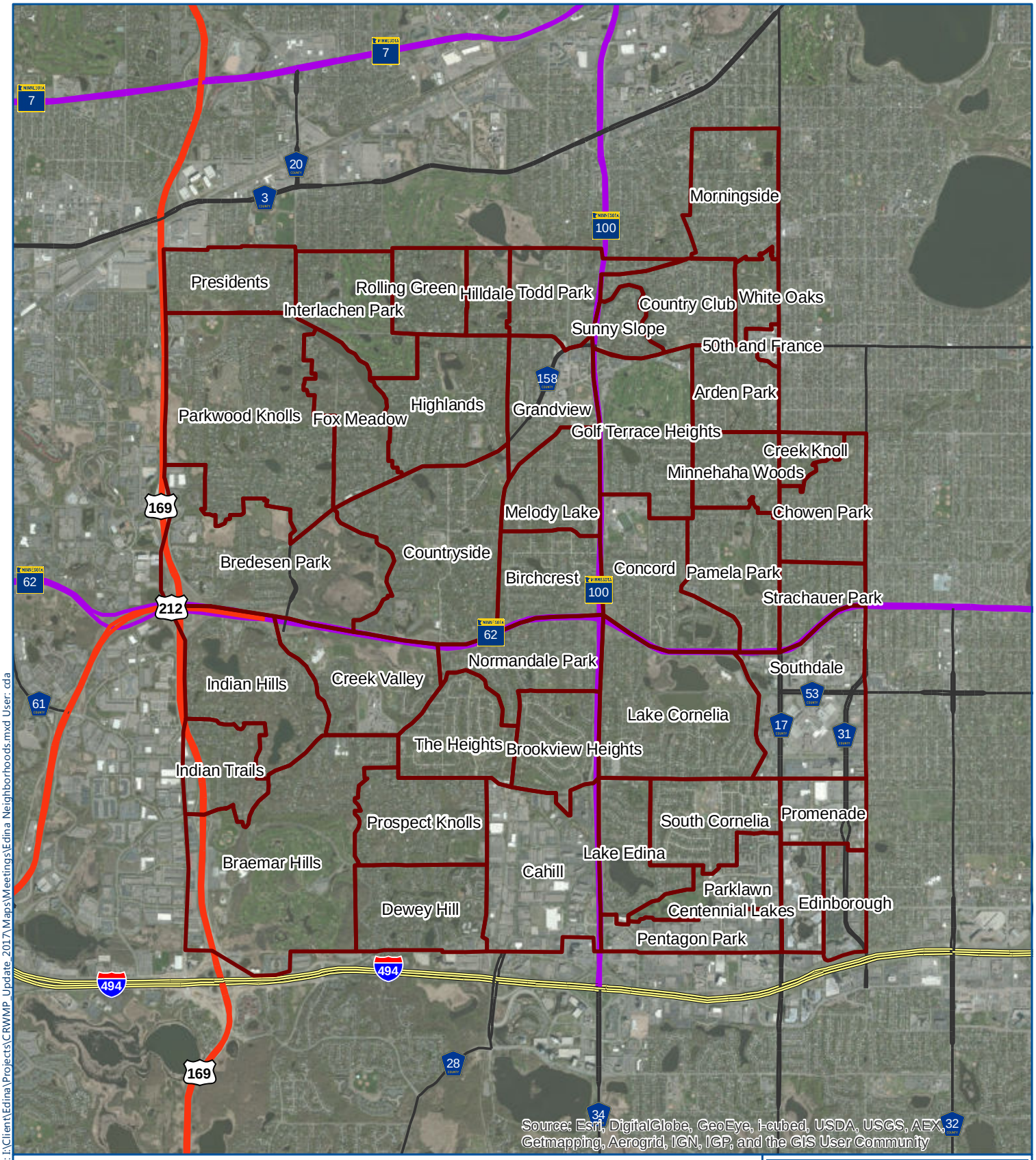
1 0 1

Miles

PERCENT IMPERVIOUSNESS
2011 U OF M DATASET
Imperviousness Analysis
City of Edina

FIGURE 1

Barr Footer: ArcGIS 10.4, 2016-09-16 16:52 File: I:\Client\Edina\Projects\CRWMP_Update_2017\Maps\Meetings\Percent Imperviousness.mxd User: cda



Edina Neighborhoods

Streets and Highways

- Interstate Highway
- US Highway
- State Trunk Highway
- County State-Aid Highway

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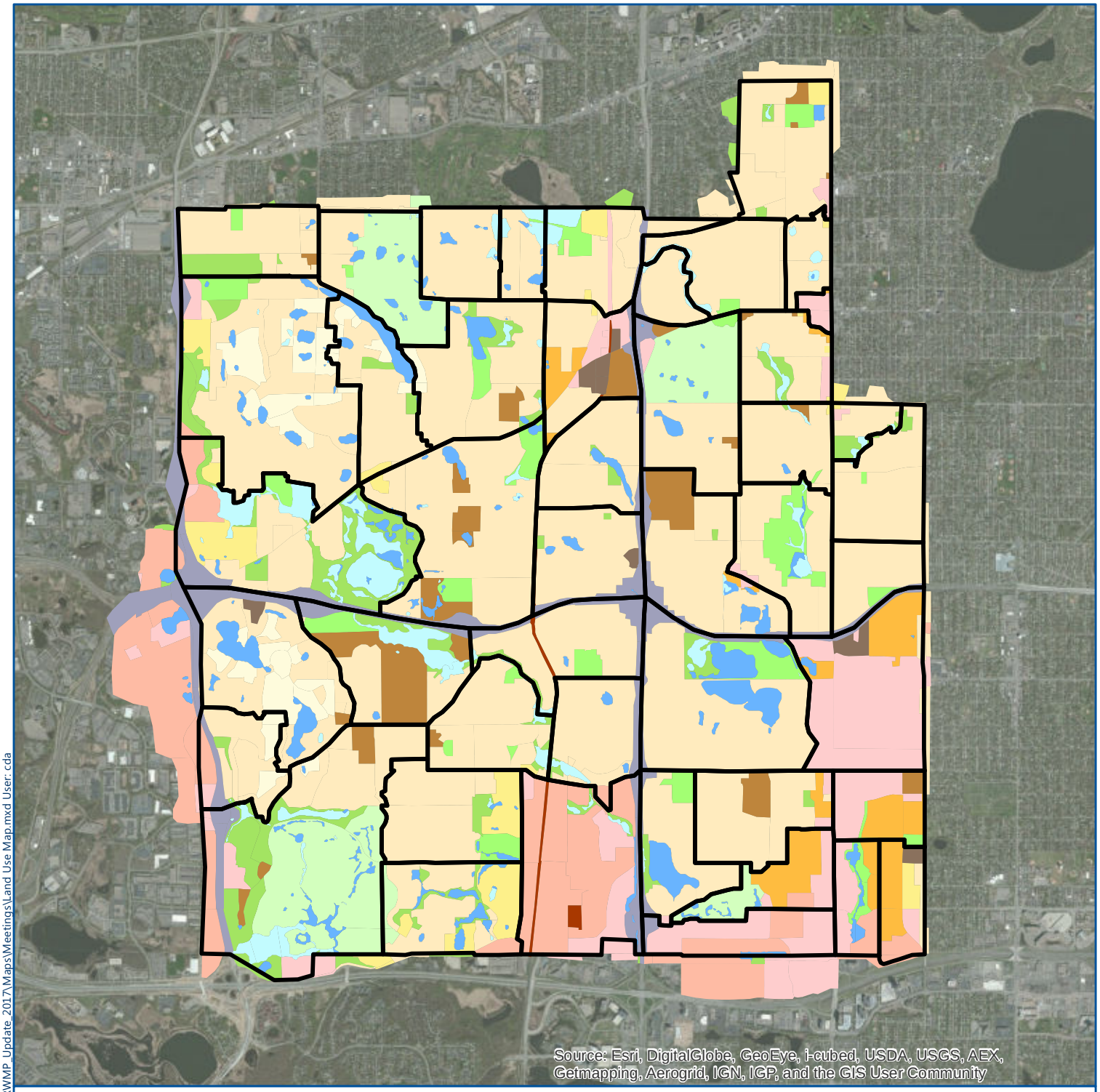
Miles

EDINA NEIGHBORHOODS
Imperviousness Analysis
City of Edina

FIGURE 2

Barr Footer: ArcGIS 10.4, 2016-09-16 16:24 File: I:\Client\Edina\Projects\CRWMP_Update_2017\Maps\Meetings\Edina Neighborhoods.mxd User: cda



Edina Neighborhoods

Land Use

- Natural/Park/Open
- Developed Parkland
- Golf Course
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Institutional
- Institutional - High Imperviousness
- Highway
- Commercial
- Industrial/Office
- Other
- Open Water
- Wetland

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1 0 1

Miles

LAND USE TYPE
Imperviousness Analysis
City of Edina

FIGURE 3

Barr Footer: ArcGIS 10.4, 2016-09-16 16:44 File: I:\Client\Edina\Projects\CRWMP_Update_2017\Maps\Meetings\Land Use Map.mxd User: cda

Table 2 - Mean total imperviousness by land use type within each neighborhood

	Commercial	Developed Park	Golf Course	High Density Residential	Highway	Industrial/ Office	Institutional	Institutional - High Imperviousness	Low Density Residential	Medium Density Residential	Natural/Park/ Open	Open Water	Other	Very Low Density Residential	Wetland	Average
50th and France	87.3			72.6			52.0			61.8						86.5
Arden Park	64.6	0.0	34.3	63.4			39.4		32.6	65.6	7.3				100.0	36.6
Birchcrest					48.9			68.1	32.8		18.4	100.0	21.0			36.9
Braemar Hills	66.7		3.5		63.3	69.3	54.8		27.9		14.2	100.0		12.5	100.0	29.7
Bredesen Park	72.2	4.6			40.9	61.8			33.7	42.1	5.6	100.0			100.0	46.4
Brookview Heights					71.8	59.7			30.9		12.6	100.0	21.3		100.0	37.9
Cahill	72.4				49.9	74.1			60.4	63.5	24.3	100.0	41.9		100.0	70.5
Centennial Lakes	88.0	41.3		60.0		83.0						100.0				76.9
Chowen Park		42.2							38.9		7.7				100.0	38.6
Concord	53.2			38.6	53.6		60.6		35.3		19.4	100.0			100.0	45.5
Country Club		33.8			65.6				38.0						100.0	41.1
Countryside		22.3			37.7		32.7		28.6	49.1	25.7	100.0	18.8		100.0	32.0
Creek Knoll	62.2								34.2	76.7	14.9				100.0	36.9
Creek Valley		12.8			39.6		30.8		27.7		2.0	100.0			100.0	36.9
Dewey Hill			6.5			65.5			32.0	41.2	11.8	100.0			100.0	39.3
Edinborough	64.5	63.1		57.9		64.5		76.3	34.0	47.9						57.0
Fox Meadow			19.6						28.9	51.4	6.9	100.0		21.6		37.4
Golf Terrace Heights	65.6	27.5	7.2		68.3		61.3		35.1			100.0				28.7
Grandview	80.0	42.0		46.8	59.0		46.5	66.6	37.7	54.0		100.0	44.7			50.4
Highlands		12.5	26.0				35.3		28.4		10.7	100.0		27.8	100.0	31.8
Hilldale		0.0							21.5			100.0			100.0	39.7
Indian Hills					62.8		30.5	56.3	27.6			100.0		18.1	100.0	38.0
Indian Trails	65.8				56.0	71.7			28.6		4.6			13.3	100.0	33.5
Interlachen Park		57.5	6.6						25.8			100.0			100.0	17.6
Lake Cornelia	60.2	34.1		60.6	48.1				33.5		11.3	100.0			100.0	45.2
Lake Edina	90.7	9.2	0.0		62.4				34.6		15.2	100.0			100.0	43.9
Melody Lake					53.4		44.5		30.3		3.1	100.0	23.7			33.7
Minnehaha Woods	56.2	4.4					16.7		34.6	71.5	34.7	100.0			100.0	35.4
Morningside	68.2	15.2					45.1		32.1	2.7	15.4	100.0			100.0	32.3
Normandale Park		10.0			53.5		43.0		31.6		10.0	100.0	24.5		100.0	34.0
Pamela Park	72.0	8.4		59.0	59.2				37.1		28.0	100.0			100.0	35.9
Parklawn	77.2		6.7	61.9		72.8			26.7			100.0				51.6
Parkwood Knolls	66.4	19.7			47.5	59.0			29.5	51.7	3.6	100.0		22.1	100.0	31.7
Pentagon Park	78.0		40.4		60.5	71.3					0.0	100.0				75.2
Presidents		13.8			63.1		56.5		29.5		24.8	100.0				29.1
Promenade	80.2	52.8		63.6			73.8									71.9
Prospect Knolls	57.4	17.1	34.3			52.2			27.4	45.7	0.4	100.0			100.0	29.7
Rolling Green			17.4						21.4			100.0			100.0	27.1
South Cornelia	76.9			58.2			34.3		39.0		30.7					41.0
Southdale	81.2	67.7		59.0	60.7			84.5	49.9			100.0				76.1
Strachauer Park		7.1			55.5				39.7							39.1
Sunny Slope			39.8		68.7		75.0		29.4						100.0	41.0
The Heights	64.0	15.2				74.3	39.2		30.9	45.1	8.6		16.0		100.0	33.3
Todd Park	37.4	12.5			60.9				31.0	39.0	22.8	100.0			100.0	37.2
White Oaks	40.6						44.5		30.3	47.8		100.0			100.0	36.0

	Commercial	Developed Park	Golf Course	High Density Residential	Highway	Industrial/ Office	Institutional	Institutional - High Imperviousness	Low Density Residential	Medium Density Residential	Natural/Park/ Open	Open Water	Other	Very Low Density Residential	Wetland
Maximum	90.7	67.7	40.4	72.6	71.8	83.0	75.0	84.5	60.4	76.7	34.7	100.0	44.7	27.8	100.0
Minimum	37.4	0.0	0.0	38.6	37.7	52.2	16.7	56.3	21.4	2.7	0.0	100.0	16.0	12.5	100.0
Average	77.6	18.7	5.4	58.7	53.8	71.7	41.7	71.6	31.7	42.6	10.5	100.0	31.3	20.1	100.0

% Impervious Legend
100.0
90.0
80.0
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0

Table 3 - Area (acres) of each land use type within each neighborhood

	Commercial	Developed Park	Golf Course	High Density Residential	Highway	Industrial/ Office	Institutional	Institutional - High Imperviousness	Low Density Residential	Medium Density Residential	Natural/Park/ Open	Open Water	Other	Very Low Density Residential	Wetland	Total Acres of Neighborhood
50th and France	18.91			0.97			0.004			0.06						20
Arden Park	8.87	0.003	0.60	4.40			2.48		114.16	1.98	12.47				6.20	151
Birchcrest					25.23			3.95	150.04		2.73	4.76	3.91			191
Braemar Hills	31.69		263.86		28.79	32.89	23.17		134.46		91.91	23.33		4.42	43.16	678
Bredesen Park	2.72	12.57			44.07	40.70			125.31	52.99	104.13	17.25			97.77	497
Brookview Heights					13.80	5.28			144.99		2.56	3.01	2.51		5.88	178
Cahill	64.78				26.48	255.13			0.26	0.03	7.41	4.52	14.58		5.43	379
Centennial Lakes	38.64	13.35		17.48		18.10						10.05				98
Chowen Park		1.26							176.30		4.25				1.33	183
Concord	1.87			3.97	28.21		48.29		192.44		1.15	17.91			1.38	295
Country Club		5.74			1.49				164.24						8.68	180
Countryside		35.12			14.79		42.68		355.49	5.11	1.98	17.09	4.60		4.05	481
Creek Knoll	2.83								33.47	1.05	13.15				4.27	55
Creek Valley		18.36			21.55		97.42		73.60		18.11	0.95			35.28	265
Dewey Hill			16.17			12.15			111.44	60.86	16.00	20.62			1.48	239
Edinborough	8.36	0.39		43.10		16.01		6.79	10.32	12.70						98
Fox Meadow			0.25						132.88	5.58	10.21	27.29		20.89		197
Golf Terrace Heights	5.92	5.57	127.51		18.80		7.81		130.09			10.04				306
Grandview	25.54	0.13		28.21	9.59		23.51	20.87	77.02	1.32		0.40	3.17			190
Highlands		13.72	0.30				12.26		226.84		19.85	16.89		10.81	4.34	305
Hilldale		0.74							59.42			5.42			12.99	79
Indian Hills					28.33		3.83	6.20	166.68			42.64		88.49	0.98	337
Indian Trails	5.69				13.63	14.02			88.52		4.76			22.82	0.18	150
Interlachen Park		1.96	153.62						53.14			13.46			0.88	223
Lake Cornelia	0.12	30.50		0.15	29.27				289.09		14.18	66.43			8.32	438
Lake Edina	2.06	14.78	0.07		11.31				112.77		7.03	25.43			0.58	174
Melody Lake					6.72		0.31		157.97		4.35	8.51	3.00			181
Minnehaha Woods	0.02	1.06					3.69		132.39	1.14	0.67	1.06			1.58	142
Morningside	7.90	12.08					7.79		192.01	10.28	6.02	3.15			0.82	240
Normandale Park		14.07			31.98		0.05		155.17		6.51	0.79	4.75		3.71	217
Pamela Park	4.98	51.10		0.01	3.89				153.82		0.08	4.08			10.94	229
Parklawn	28.42		38.14	58.45		7.95			0.77			4.91				139
Parkwood Knolls	11.34	20.33			4.76	3.68			369.33	18.96	42.00	30.65		118.87	4.30	624
Pentagon Park	86.52		0.26		6.88	49.05					0.18	2.53				145
Presidents		5.11			1.24		2.89		135.05		35.08	0.77				180
Promenade	59.92	8.69		42.49			9.46									121
Prospect Knolls	0.17	19.23	0.56			0.67			174.03	36.74	10.25	4.13			0.51	246
Rolling Green			0.26						126.78			4.65			5.31	137
South Cornelia	8.75			11.01			22.24		167.28		2.71					212
Southdale	248.23	0.15		61.71	12.39			13.86	8.14			3.24				348
Strachauer Park		5.89			7.85				101.19							115
Sunny Slope			0.35		6.11		0.07		55.82						8.01	70
The Heights	0.03	7.83				0.05	4.06		171.32	2.15	6.00		1.35		10.07	203
Todd Park	8.58	15.52			6.41				129.88	14.22	0.33	0.05			16.02	191
White Oaks	0.19						0.05		61.87	1.33		0.23			4.95	69

	Commercial	Developed Park	Golf Course	High Density Residential	Highway	Industrial/ Office	Institutional	Institutional - High Imperviousness	Low Density Residential	Medium Density Residential	Natural/Park/ Open	Open Water	Other	Very Low Density Residential	Wetland
Maximum	248	51	264	62	44	255	97	21	369	61	104	66	15	119	98
Minimum	0.02	0.003	0.07	0.01	1.24	0.05	0.004	3.95	0.26	0.03	0.08	0.05	1.35	4.42	0.18
Total Acres in Edina	683	315	602	272	404	456	312	52	5416	227	446	396	38	266	309

4.0 Results

The average imperviousness for each land use type and the range of imperviousness among neighborhoods is shown in Figure 4. The imperviousness values assumed for the 2003/2011 CWRMPs are also shown in Figure 4. For some land use types such as Golf Course, Highway, Institutional, and Institutional – High Imperviousness, the 2016 analysis average value matches very closely with the 2003/2011 CWRMPs assumed value. For others, such as Commercial, High Density Residential, and Industrial/Office, the 2003/2011 CWRMPs assumed value is substantially higher when compared to the results of this 2016 analysis. For a few other land use types, such as Natural/Park/Open and Very Low Density Residential, the 2003/2011 CWRMPs assumptions appear to be low compared to the results of the 2016 analysis.

Low and Medium Density Residential land use types both have wide ranges of imperviousness based on the 2016 analysis, and the 2003/2011 CWRMPs assumptions are on the high end of these new results. Open Water and Wetland land use types are 100% in both the 2003/2011 CWRMPs and this 2016 analysis; those will not change. Land use types Developed Park and Other were not used previously.

The following figures (Figure 5 through Figure 17) show the resulting histograms of each of the land use types.

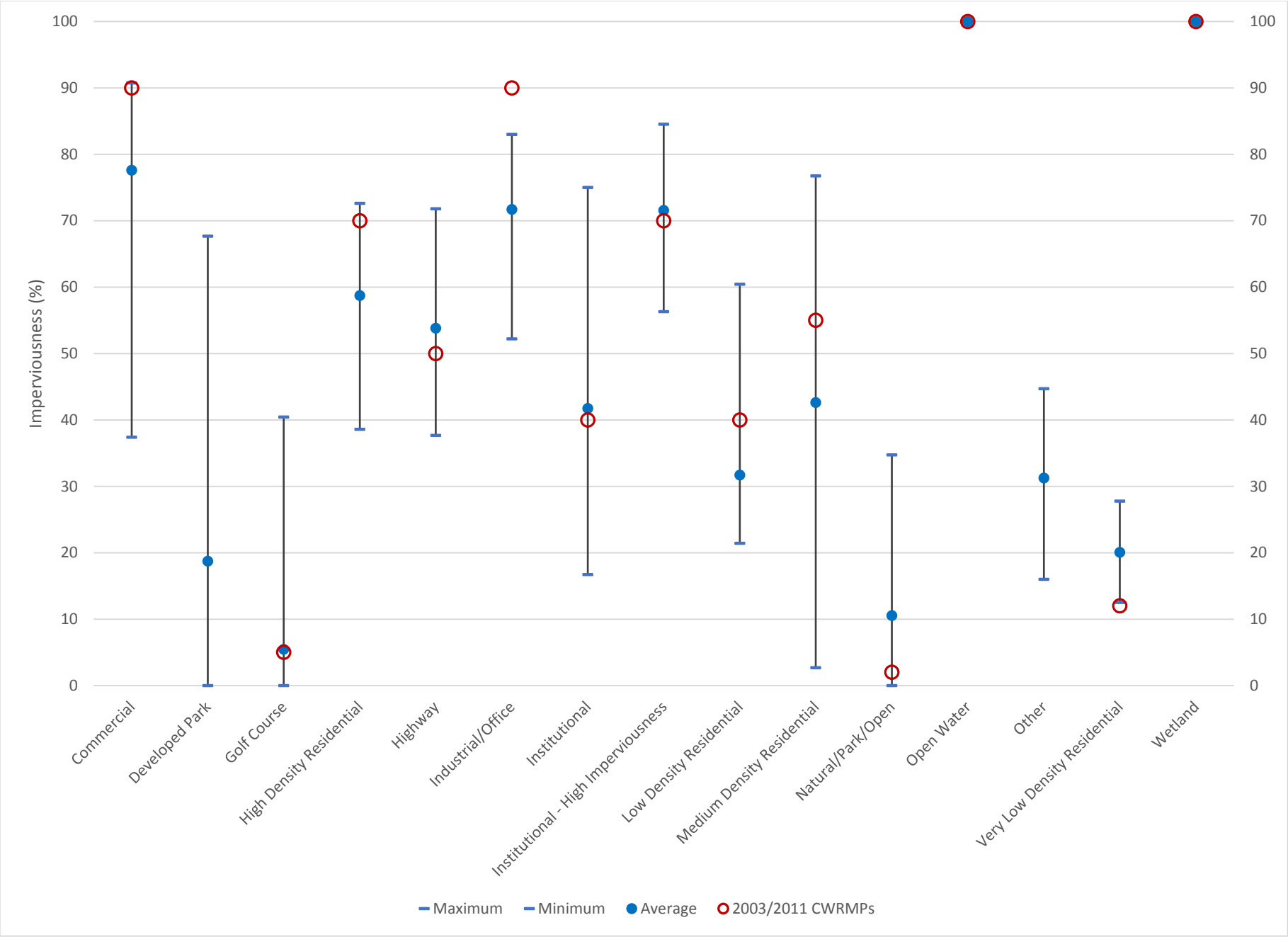

Figure 4 - Average and range of imperviousness within all neighborhoods by land use type

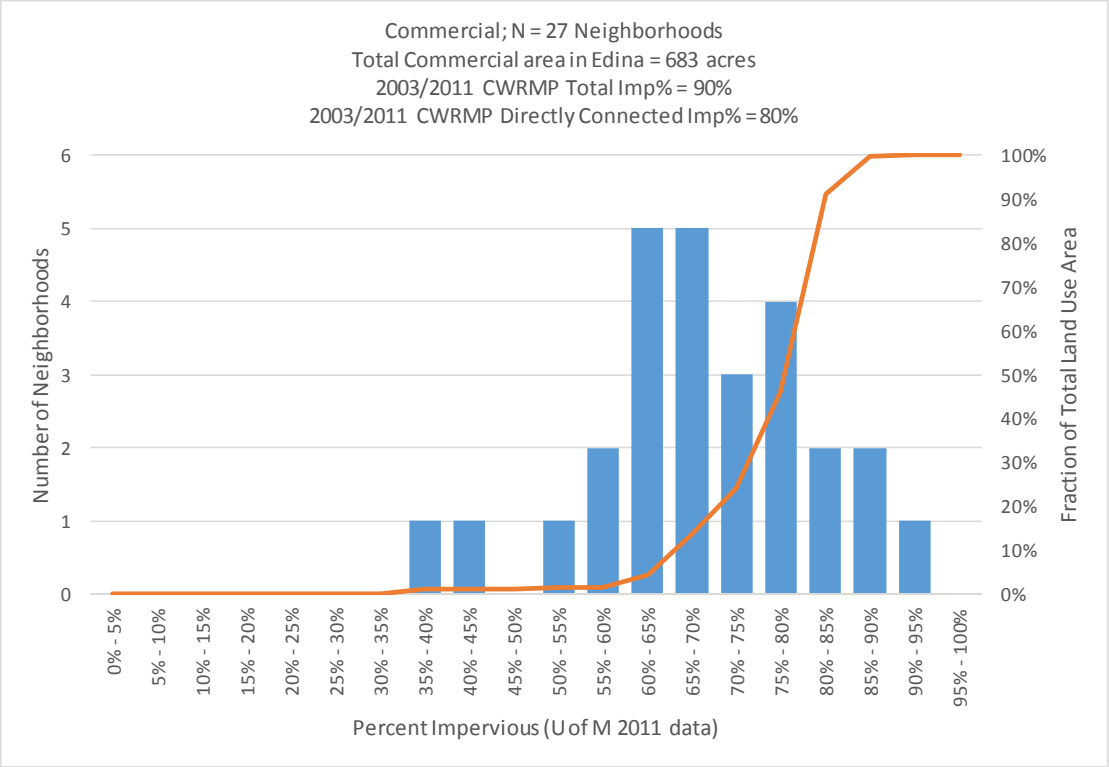

Figure 5 Percent impervious histogram of the Commercial land use type

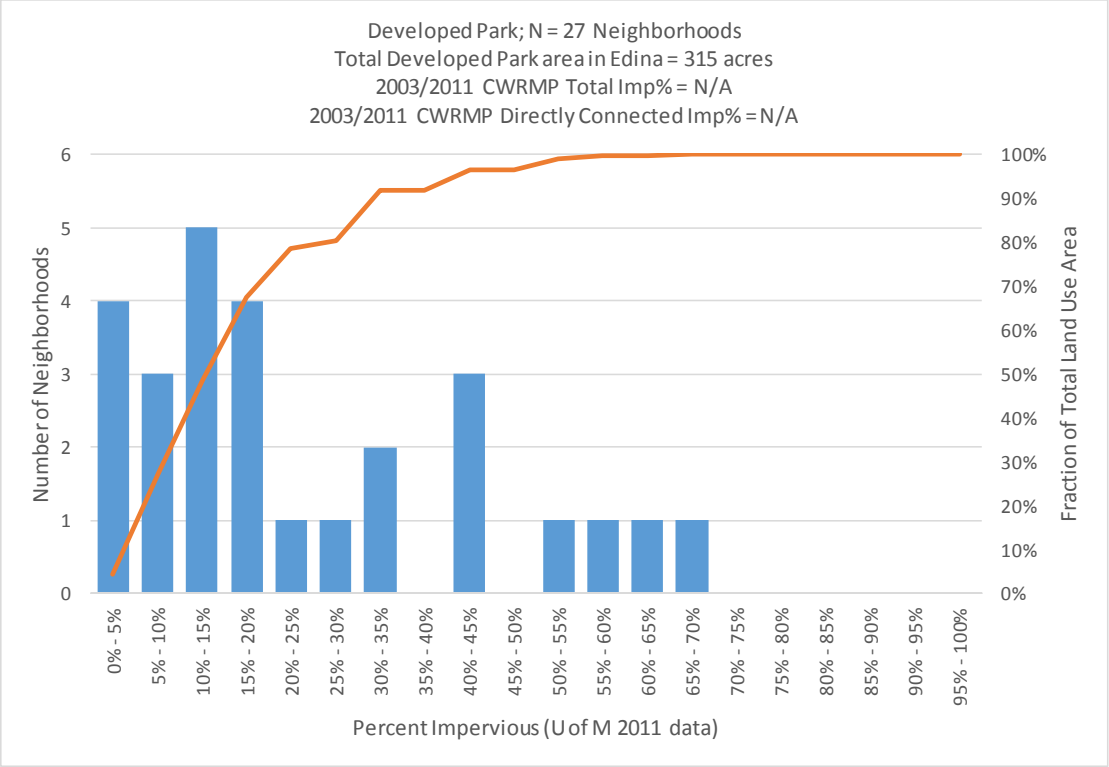

Figure 6 Percent impervious histogram of the Developed Park land use type

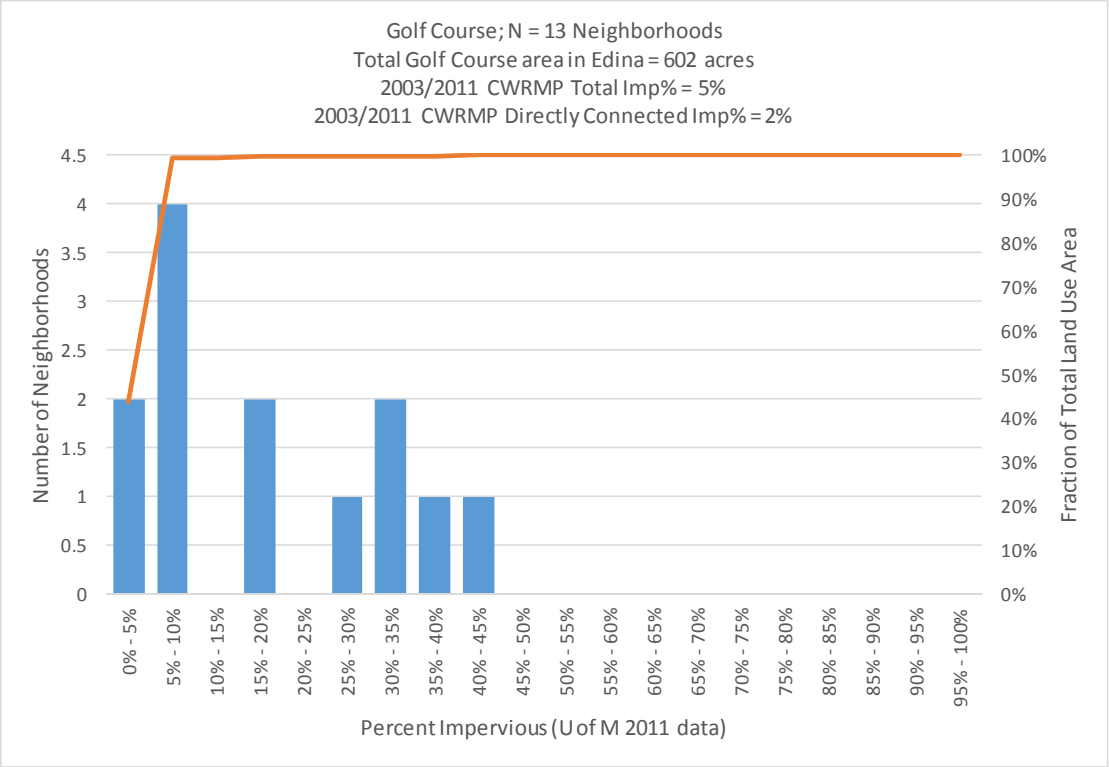

Figure 7 Percent impervious histogram of the Golf Course land use type

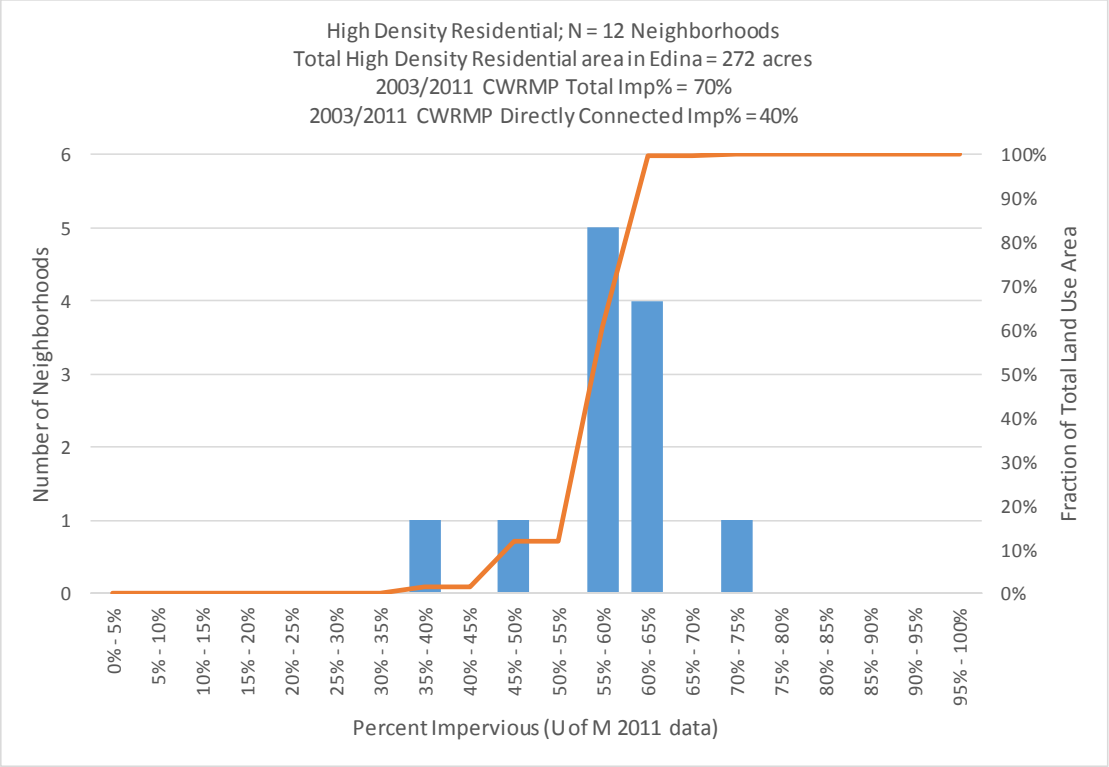

Figure 8 Percent impervious histogram of the High Density Residential land use type

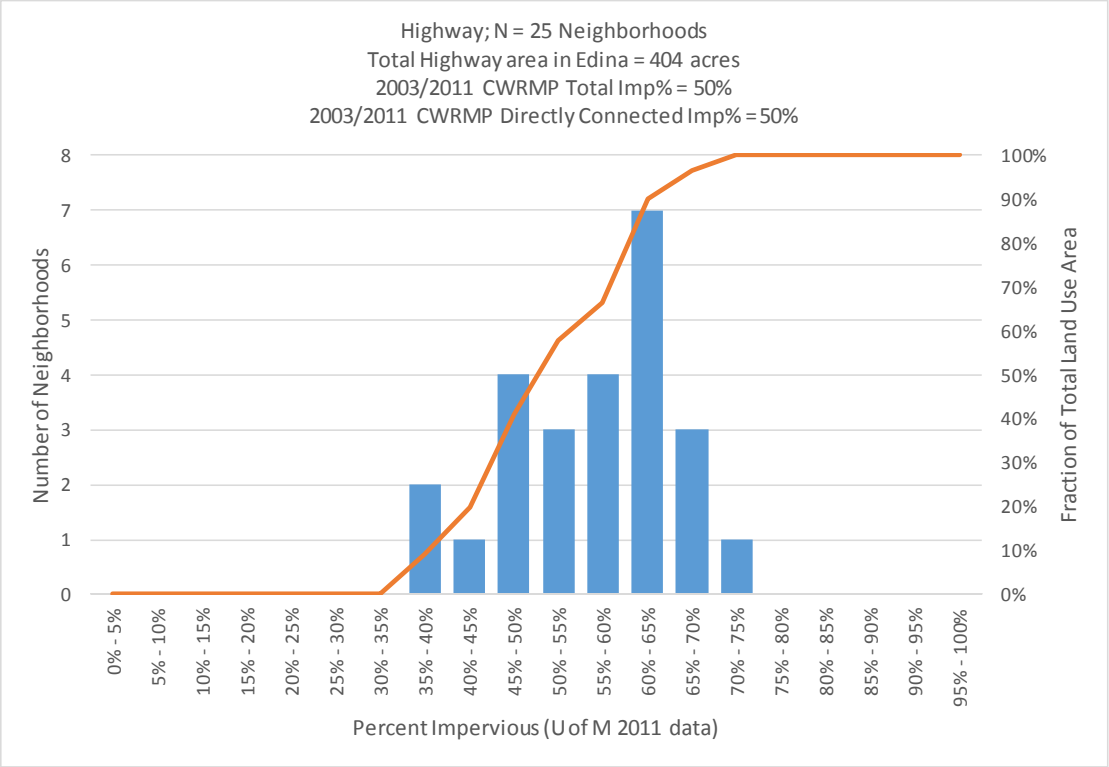

Figure 9 Percent impervious histogram of the Highway land use type

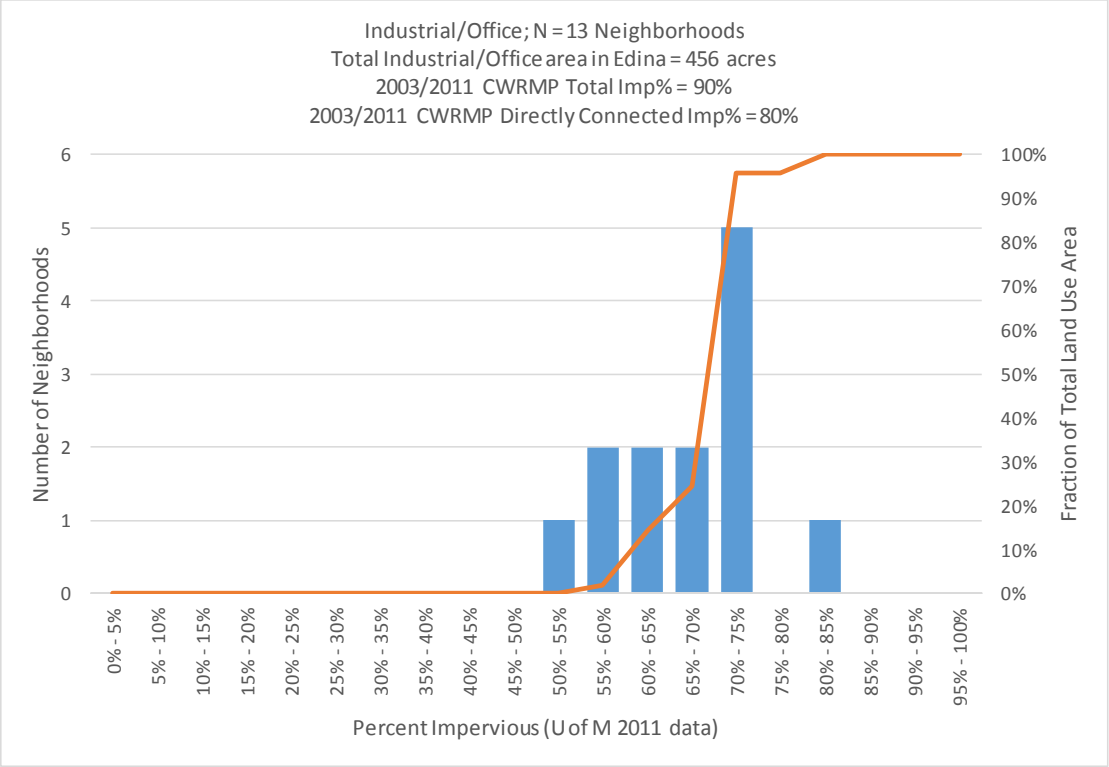

Figure 10 Percent impervious histogram of the Industrial/Office land use type

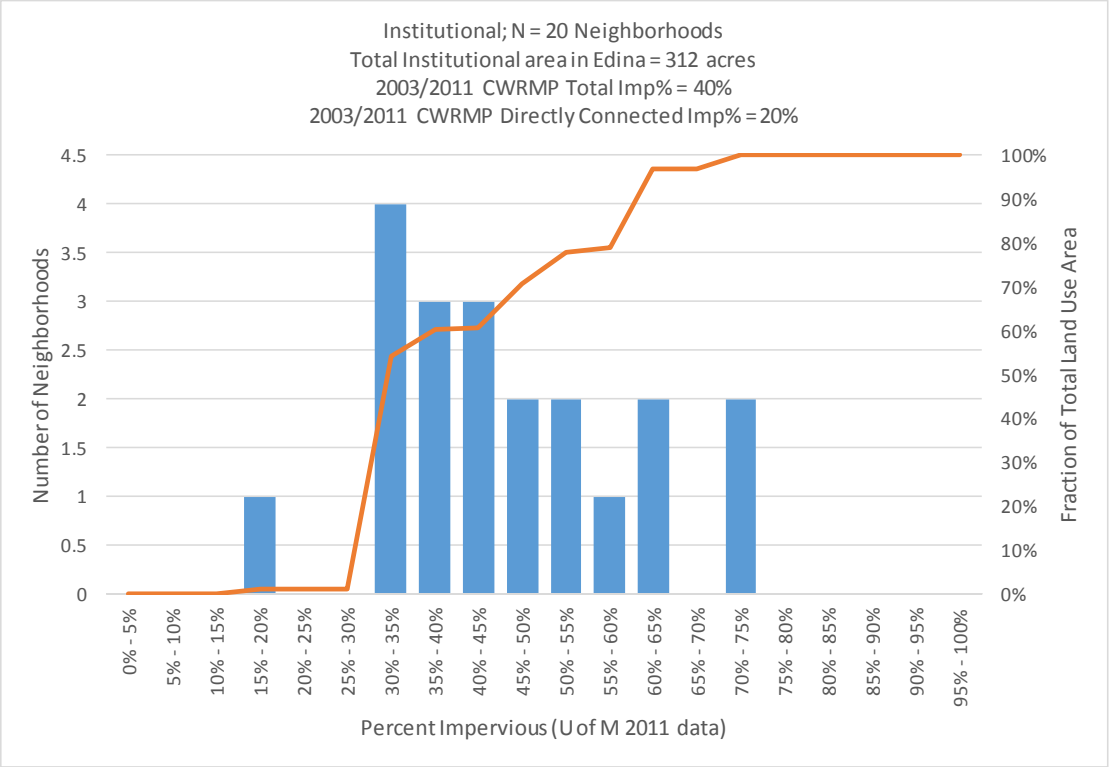

Figure 11 Percent impervious histogram of the Institutional land use type

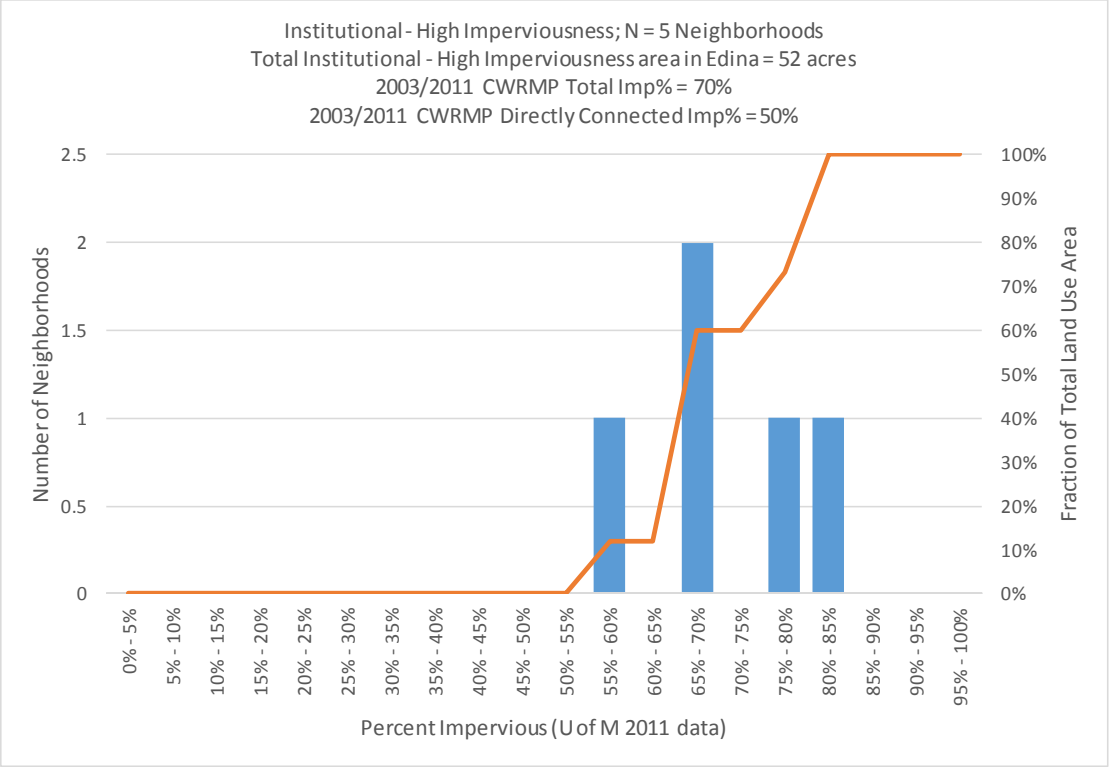

Figure 12 Percent impervious histogram of the Institutional – High Imperviousness land use type

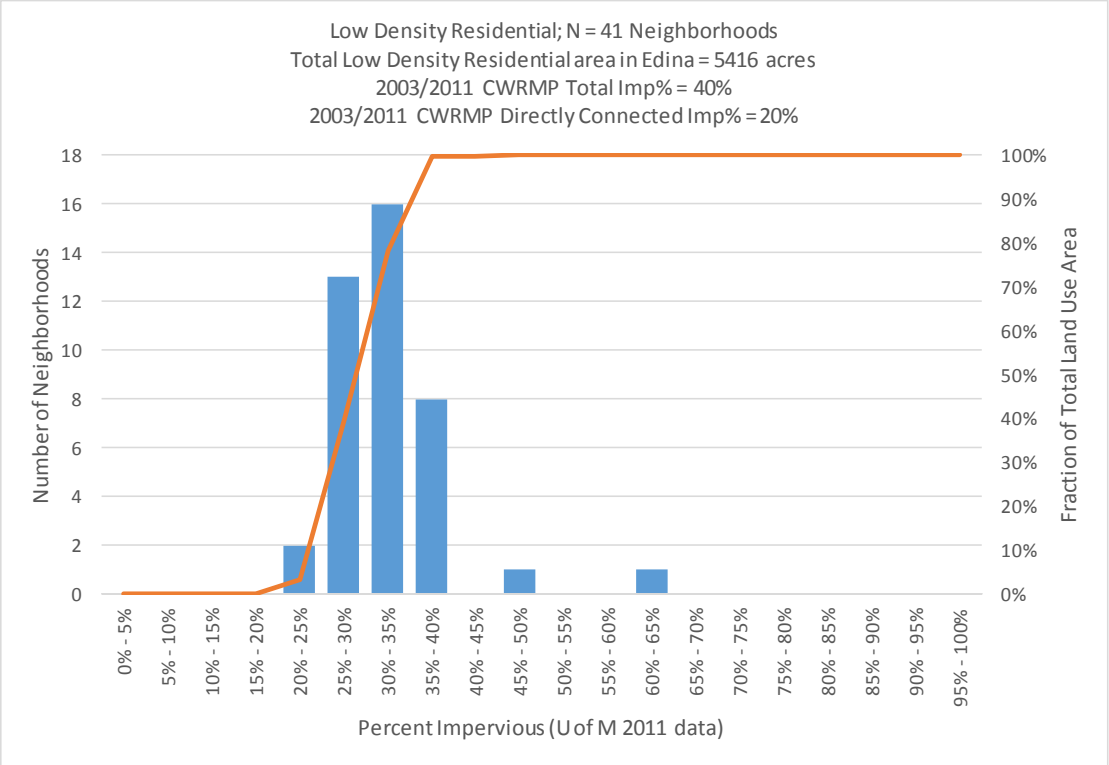

Figure 13 Percent impervious histogram of the Low Density Residential land use type

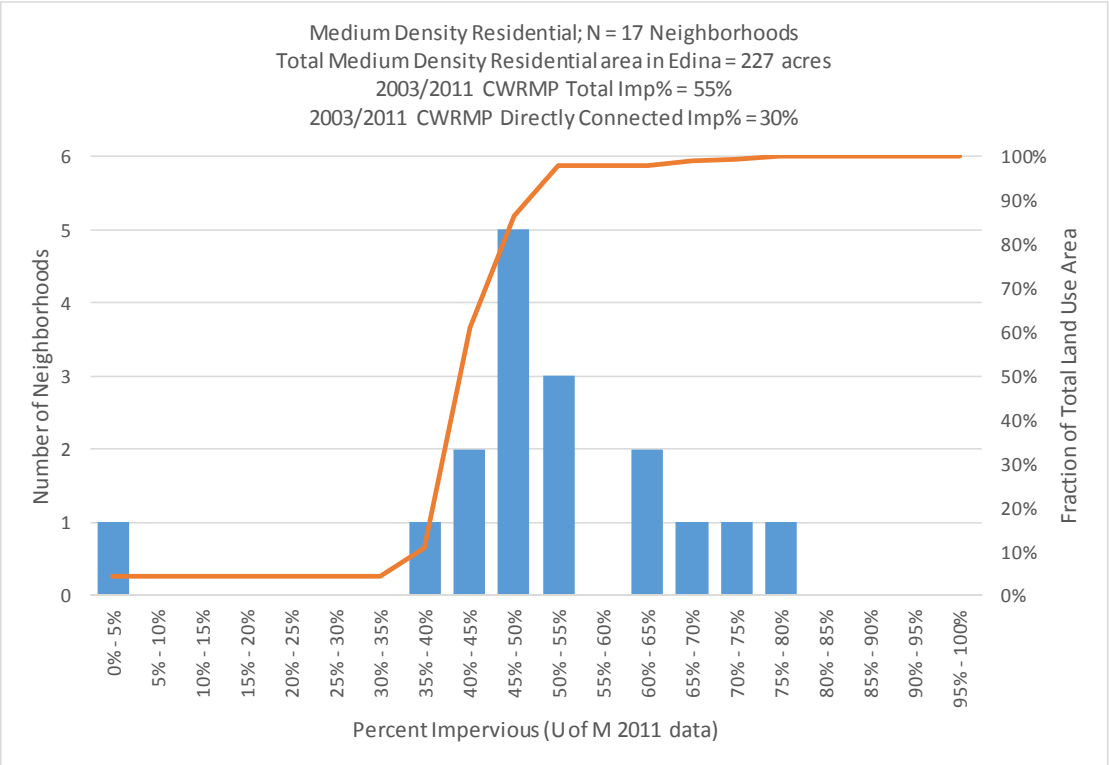

Figure 14 Percent impervious histogram of the Medium Density Residential land use type

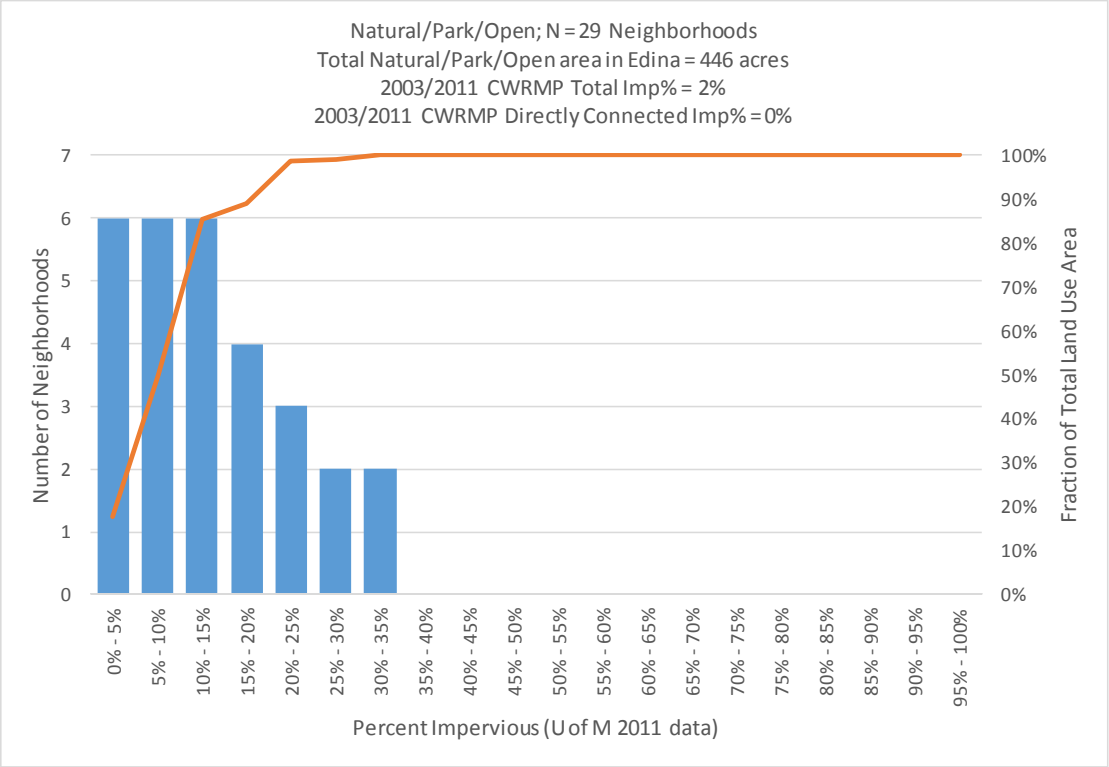

Figure 15 Percent impervious histogram of the Natural/Park/Open land use type

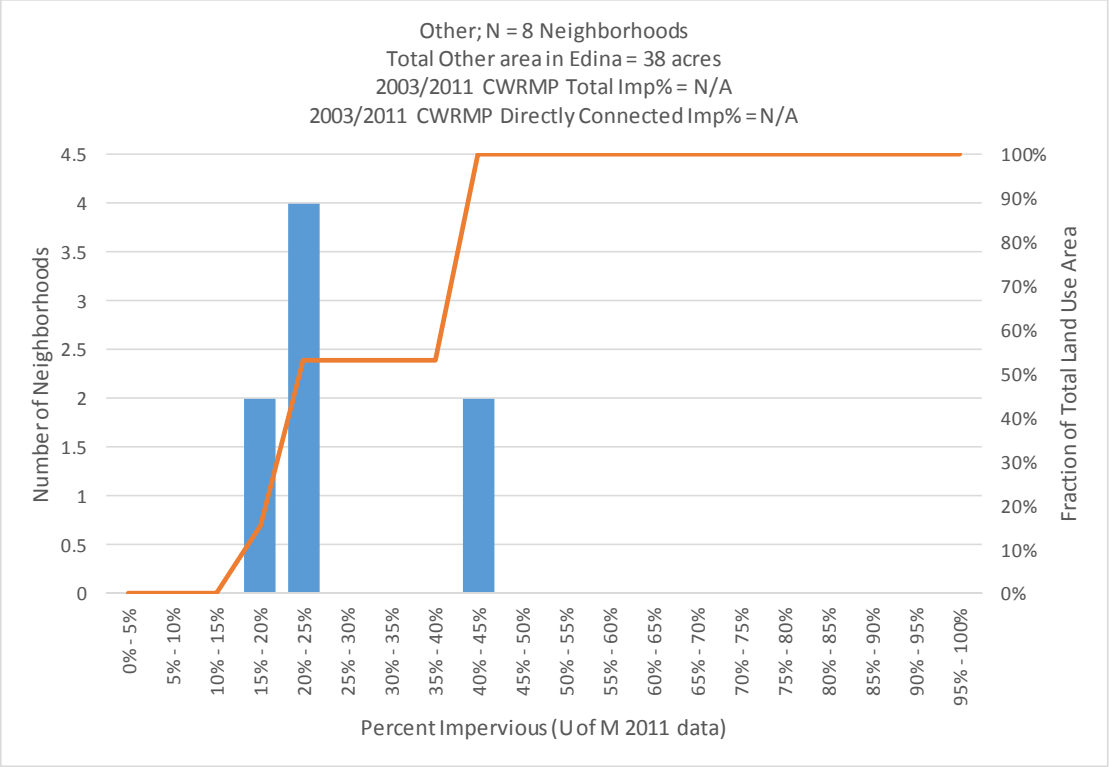

Figure 16 Percent impervious histogram of the Other land use type

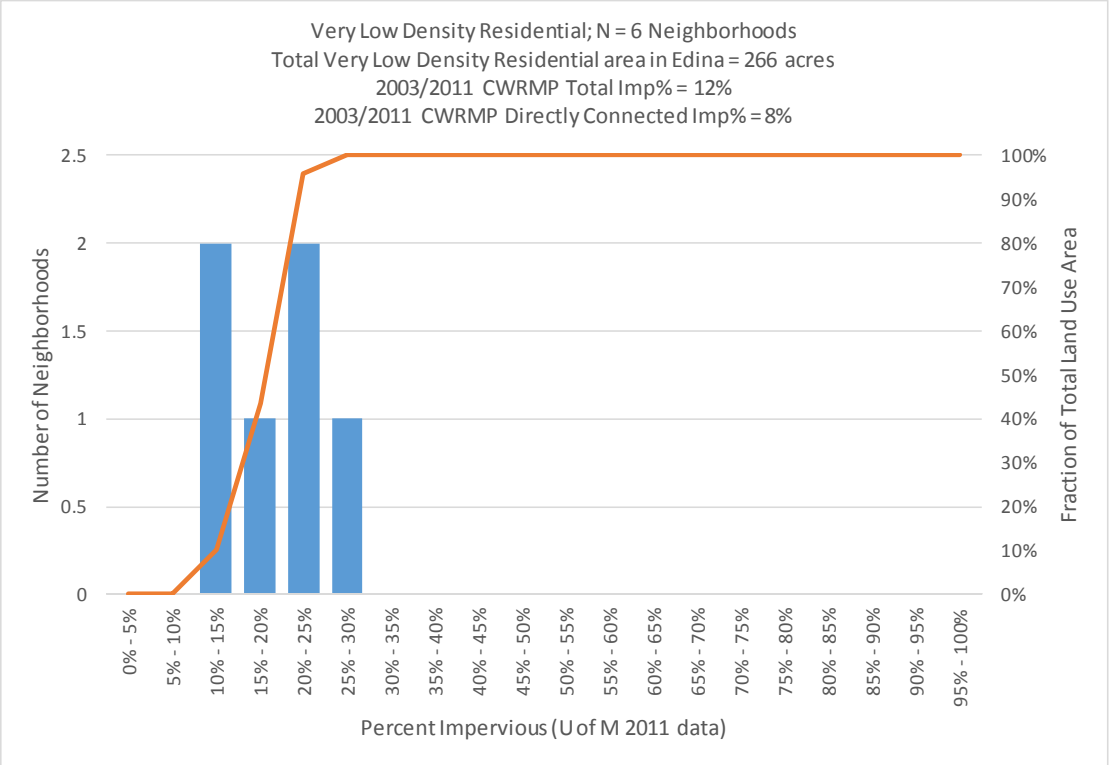

Figure 17 Percent impervious histogram of the Very Low Density Residential land use type

Table 4 shows the fraction of the area throughout the city in which the imperviousness from this 2016 analysis is below the assumptions used for the 2003/2011 CWRMPs. In other words, high numbers in Table 4 suggest that the previously used assumptions are conservative with respect to runoff volume because they may be overestimating the imperviousness of the land use type in some areas within Edina. Percentages in Table 4 around 40% to 50% suggest that imperviousness is underestimated for about half the area, and therefore, overestimated for the other half of the area. Low percentages in Table 4 (e.g., Very Low Density Residential) suggest that the previous assumptions in the 2003/2011 CWRMPs for associated land use types may be too low, and consideration should be given for increasing those imperviousness values.

Table 4 Percent of total area of Edina where new average imperviousness value is below 2003/2011 CWRMP values

Land Use Type	Percent of Area below 2003/2011 CWRMP Imperviousness value
Commercial	~100%
Developed Park	Not previously used
Golf Course	~44%
High Density Residential	~100%
Highway	~41%
Industrial/Office	~100%
Institutional	~60%

Land Use Type	Percent of Area below 2003/2011 CWRMP Imperviousness value
Institutional - High Imperviousness	~60%
Low Density Residential	~100%
Medium Density Residential	~98%
Natural/Park/Open	< 18%
Open Water	~100%
Other	Not previously used
Very Low Density Residential	< 10%
Wetland	~100%

A discussion of the results for four different land use types is presented here to provide guidance for interpreting the results.

- Open Water: This land use type, by definition is 100% impervious. Therefore, the imperviousness values of this 2016 analysis match the 2003/2011 CWRMPs and do not need to be adjusted.
- Commercial: There are 27 neighborhoods that contain the Commercial land use type. The total area of Commercial land use is about 680 acres, with nearly 250 acres of Commercial land use falling within the Southdale neighborhood. There are five neighborhoods with imperviousness less than 60%, and there is one neighborhood with imperviousness greater than 90%. However, those extremes comprise only about 13 acres of the 680 total acres of Commercial land use. Close to 50% of the area of Commercial land use is less than 80% impervious, and about 90% of the Commercial land use area is below 85% impervious. Finally, essentially all of the Commercial land use area is less than 90% impervious. Therefore, the assumption of 90% impervious used in the 2003/2011 CWRMPs for Commercial land use may be overestimated. Alternatively, 90% impervious can be thought of as a conservative assumption with respect to runoff volume.
- Institutional: There are 20 neighborhoods that contain the Institutional land use type. The total area of Institutional land use is about 310 acres, with nearly 190 acres of Institutional land use within the Concord, Countryside, and Creek Valley neighborhoods. There is one neighborhood with imperviousness less than 20%, and there are two neighborhoods with imperviousness greater than 70%. However, those extremes comprise only about 13 acres of the 310 total acres of Institutional land use. Roughly 60% of the area of Institutional land use is less than 40% impervious. Therefore, the assumption of 40% impervious used in the 2003/2011 CWRMPs for Institutional land use is right in the middle of the imperviousness results of the 2016 analysis.
- Very Low Density Residential: There are six neighborhoods that contain the Very Low Density Residential land use type. The total area of Very Low Density Residential land use is almost 270 acres, with about 230 acres of Very Low Density Residential land use within the Indian Hills, Indian Trails, and Parkwood Knolls neighborhoods. The three neighborhoods between 15% and 25% impervious make up about 85% of the Very Low Density Residential area. Close to 50% of the total area of Very Low Density Residential land use is less than about 20% impervious, and about

95% of the Very Low Density Residential land use area is below 25% impervious. There are no neighborhoods with imperviousness less than 12%. Therefore, the assumption of 12% impervious used in the 2003/2011 CWRMPs for Very Low Density Residential land use may be underestimated which is consistent with the assumption that increasing development has impacted imperviousness. However, the increase in imperviousness does not appear to be significant enough to make the imperviousness values for this land use type consistent with the imperviousness values for the Low Density Residential land use type. There is still a difference in the imperviousness values of these two land use types.

5.0 Conversion from Total Imperviousness to Directly Connected Imperviousness

Sections 1.0 – 4.0 of this memo have discussed total imperviousness for each land use type. However, what is important for hydrologic modeling is the directly connected imperviousness which is similar to effective impervious area. A July 2015 report on effective impervious area suggests that these terms are slightly different (reference [4]). The report describes how the effective impervious area is usually less, about 80% to 90% of the directly connected impervious area. Two possible approaches for converting from total to directly connected imperviousness are listed below.

First, the simplest approach for converting the total imperviousness described in Section 4.0 to directly connected imperviousness is to simply use the same conversion ratios (ratio of directly connected to total) used in the 2003/2011CWRMPs as shown in Table 1 and then apply some engineering judgment to the results. For example, if the total imperviousness of Commercial land use was changed from 90% to 80%, and the same ratio was then used to convert total imperviousness to directly connected imperviousness (0.889), the result for Commercial land use would be 71%, or potentially rounded to 70% directly connected imperviousness.

Second, an alternative method is proposed in a report by John Gulliver and others at the University of Minnesota (reference [4]). The proposed method of determining the directly connected impervious area fraction in ungauged urban watersheds is summarized in the following steps:

- Extract total imperviousness from land use and the hydrologic soil groups from the SSURGO data set and calculate the weighted average saturated hydraulic conductivity of the soil.
- Estimate the actual curve number of the watershed as a function of total imperviousness and the saturated hydraulic conductivity.
- Determine the fraction of effective impervious area as a function of the actual curve number.
- Assume that the effective impervious area is roughly 85% of the directly connected impervious area, and scale up the values to account for this difference with a factor of 1.176 (or 0.85^{-1}).

The approach suggested in the paper by Gulliver could be followed to determine the directly connected impervious area for the purposes of the 2017 XP-SWMM modeling. However, there are some concerns about the applicability of the paper to this modeling. First, much of the method relies on regression equations that do not account for the spread in the data and the error bars, which appear to be relatively significant. Second, the suggested approach is likely more useful for simpler hydrologic modeling methods, such as the rational method. In XP-SWMM, hydrologic factors such as depression storage and infiltration parameters based on soil type are treated as independent inputs. In the method described in the paper, it appears that these other hydrologic factors are implicitly included in the estimated value of effective impervious area. Therefore, we do not recommend using this approach to estimate imperviousness for the 2017 XP-SWMM modeling.

6.0 Consequences and Risks

Understanding the consequences and risks of over- or under-estimating the imperviousness can help determine an appropriate value for each land use type in the city of Edina. Figure 18 is a simple diagram to help illustrate this decision making process. Currently, there is a range of imperviousness throughout the city, and it varies by land use type (residential versus commercial versus park space, etc.). Accounting for the trend that the city is becoming more impervious, it is reasonable to expect that in the near future, the imperviousness will be higher than what it is today. However, with policies and regulations being put in place to limit the increase in imperviousness and to offset any additional imperviousness being created (e.g., using stormwater BMPs), the long term outlook is much more uncertain.

If the current imperviousness is used in the modeling for the 2017 CWRMP, then the risk is that it will likely be outdated and too low in the near future. The consequence is that flooding of structures may increase, stormwater infrastructure may be undersized, and the level of service provided by the City will decrease creating frustration within the community.

If the current trend of increasing imperviousness is extended into the future, the risk is that the imperviousness will be overestimated. The consequence is that more locations may be identified as flood risk locations and may require expensive updates to infrastructure. The flooding of structures may decrease because the stormwater infrastructure will generally be oversized. The level of service will increase, but it will come at a significant and potentially unnecessary cost to the community.

Finally, choosing an imperviousness value that is higher than the current average, but one that captures the current trend of increasing imperviousness without extending it too far into the future may be the best selection. Risk of over- or under-estimating the imperviousness still exists, but the consequences may be less because the error in the selected value will likely be less. Therefore, for each land use type, selecting a value that is higher than 80% to 90% of the total area of that land use type is expected to be a reasonably protective, yet still accurate value.

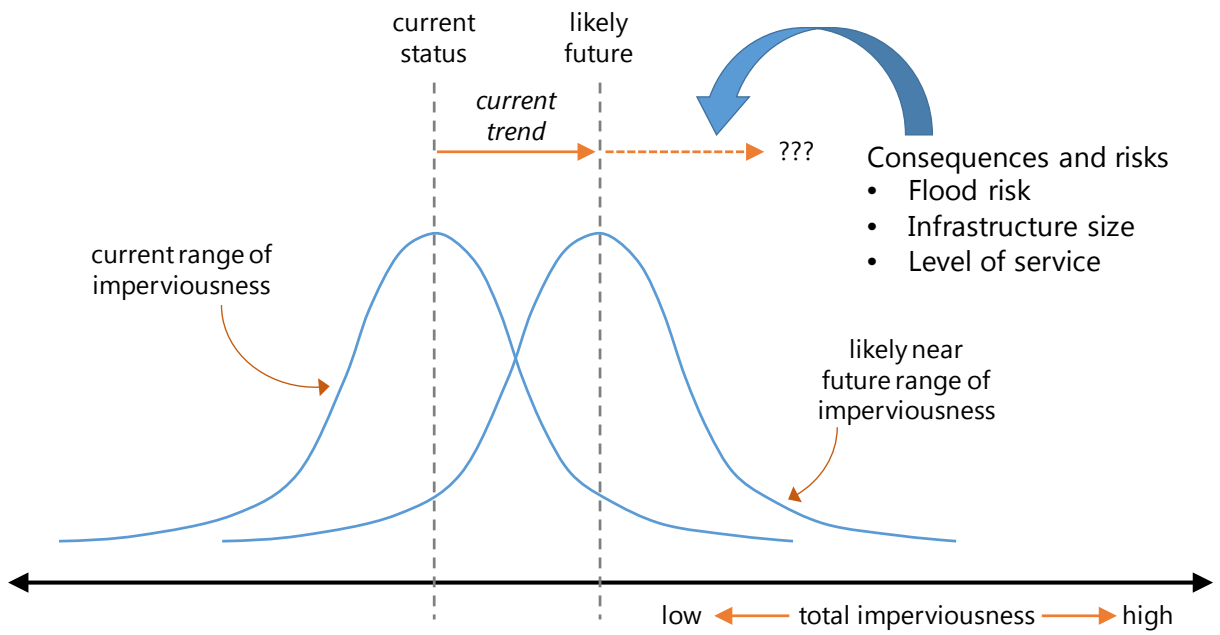

Figure 18 Total imperviousness estimation; consequences and risks diagram

7.0 Conclusions

An analysis of the imperviousness throughout the city of Edina for multiple land use types was completed using the most recent available imperviousness data set. For some of the land use types, the imperviousness has historically been over- or under-estimated, and for others, the current value has been estimated very well. The values for total imperviousness were updated based on the 2016 imperviousness analysis and consideration of the risks and consequences presented in the previous section. Recommended total imperviousness values for stormwater modeling associated with the 2017 CWRMP are listed in Table 5. Additionally, after discussion with City staff concerning the trends in residential development throughout the city, recommendations for updates to the directly connected imperviousness are also presented in Table 5. For most of the land use types, the recommended total imperviousness for the 2017 CWRMP is at or above the average imperviousness of the 2016 analysis. The two exceptions to this are the "Natural/Park/Open" and "Other" (essentially a railroad corridor) land use types. In both cases, these land use polygons tend to be small and narrow and the analysis was highly affected by the adjacent land use polygons which were often Industrial/Office or Commercial and were raising the average imperviousness. A closer look at the aerial imagery within the small and narrow land use polygons representing Natural/Park/Open and Other justifies using lower numbers for the total imperviousness.

Table 5 Summary of imperviousness values and recommendation for impervious assumptions for the 2017 CWRMP update

Land Use Type	Total Area (acres)	Imperviousness Value Assumptions (%)					
		2003/2011 CWRMPs		2016 Imperviousness Analysis		Recommended for 2017 CWRMP	
		Total	Directly Connected	Total (Range)	Total (Average)	Total	Directly Connected
Commercial	683	90%	80%	37% - 91%	78%	85%	80%
Developed Park	315	*not previously used*		0% - 68%	19%	30%	20%
Golf Course	602	5%	2%	0% - 40%	5%	5%	2%
High Density Residential	272	70%	40%	39% - 73%	59%	65%	50%
Highway	404	50%	50%	38% - 72%	54%	65%	65%
Industrial/Office	456	90%	80%	52% - 83%	72%	75%	75%
Institutional	312	40%	20%	17% - 75%	42%	60%	30%
Institutional - High Imperviousness	52	70%	50%	56% - 85%	72%	80%	70%
Low Density Residential	5,416	40%	20%	21% - 60%	32%	40%	25%
Medium Density Residential	227	55%	30%	3% - 77%	43%	50%	40%
Natural/Park/Open	446	2%	0%	0% - 35%	11%	2%	0%
Open Water	396	100%	100%	N/A	100%	100%	100%
Other	38	*not previously used*		16% - 45%	32%	20%	20%
Very Low Density Residential	266	12%	8%	13% - 29%	20%	25%	15%
Wetland	309	100%	100%	N/A	100%	100%	100%

8.0 References

[1] Remote Sensing and Geospatial Analysis Laboratory, University of Minnesota, Marvin Bauer, "Twin Cities Metropolitan Area Land Cover Classification and Impervious Surface Area by Landsat Remote Sensing: 2011 Update," St. Paul, MN, 2011.

[2] City of Edina, "Neighborhood Layer," Edina, MN, 2016.

[3] City of Edina, "Land Use Data," 2000.

[4] J. S. Gulliver, A. Ebrahimian and B. N. Wilson, "Determination of Effective Impervious Area in Urban Watersheds," Minnesota Department of Transportation, St. Paul, Minnesota, July, 2015.

Appendix D of the 2019 Flood Risk Reduction Strategy - a "Private Infrastructure Analysis"

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engineering and environmental consultants

BARR

Technical Memorandum

To: Jessica Wilson and Ross Bintner, City of Edina
From: Sarah Stratton and Cory Anderson, Barr Engineering Co.
Subject: Appendix D - Private Infrastructure Analysis
Date: March 30, 2020
Project: Edina Flood Risk Reduction Strategy Support (23271728.00)

Executive Summary

Barr was asked to review model-predicted flood impacts in the focal geography of the Morningside neighborhood to evaluate the sensitivity of those impacts to the magnitude of stormwater storage within the watershed. In particular, the focus was on underground storage methods within private property, the right-of-way, or under streets. This evaluation was conducted as a result of Task Force discussions about the potential benefits of requiring private homeowners to store stormwater on-site similar to requirements for commercial development.

Barr reviewed the benefits achieved by storing the first 1-inch, 2-inches, and 3-inches of precipitation from storm events of varying size, from the 20%-annual-chance storm event (5-year storm; 3.59 inches) to the 1%-annual-chance storm event (100-year storm; 7.49 inches). For the private storage evaluation (underground storage vaults under a portion of each of the 570 residential parcels), storage was assumed for every parcel within the Morningside neighborhood. Barr found that storing the first 1-inch of storms of this magnitude had a negligible impact on flood levels. Storing the first 2-inches and 3-inches showed a more significant benefit with regards to reduction in peak flood levels. Depending on the storm event, and depending on the location within in the neighborhood, the results varied anywhere from flood level decreases of a few inches to decreasing nearly a foot and a half.

However, this apparent benefit comes at an initial cost of approximately $15,000 per inch of stormwater stored, per residential parcel. To store 2-inches of runoff in the entire neighborhood (~570 residential parcels) would cost approximately $17 million. In addition, while the flood levels may be lowered, the number of homes that are removed from potential impacts from flood inundation is small. For example, one home may potentially be removed from flood inundation at Weber Pond depending on the storm event. Finally, the management and maintenance of these underground stormwater storage vaults distributed throughout an entire neighborhood is expected to be complicated and unprecedented. This is all to say, this solution would provide a moderate benefit for a very high cost. Additionally, a preliminary look at the compounding effect of climate change suggests that improvements realized by implementing additional private storage may eventually be negated by climate change (i.e., increased precipitation amounts, see Appendix B on Climate Change Impacts Analysis).

Private Infrastructure Analysis Details

A common example of private stormwater management infrastructure (infrastructure on a privately owned parcel), is a rainwater garden (Figure 1). Rainwater gardens are typically designed to store the first one inch of runoff generated from a storm, aimed at both reducing the volume of runoff and improving water quality downstream.

Figure 1 Photo of a rainwater garden.

Other examples of private infrastructure for stormwater storage can include tree trenches, cisterns, permeable pavement, and underground storage vaults. Figure 2 shows an example of an underground stormwater storage vault.

Figure 2 Example of an underground storage vault (37th Avenue Greenway, Minneapolis).

To simplify our analysis, we assumed that all parcels in the Morningside neighborhood are approximately 60 feet wide (along the road), and also assumed that every parcel would have underground storage (below grade) that is 3 feet deep. Then we determined how wide the underground storage vault would need to be to contain 1 inch of runoff, 2 inches of runoff, or 4 inches of runoff. We found that underground storage vaults on every parcel in the Morningside neighborhood would need to be 5 feet wide to store 1 inch of runoff, 10 feet wide to store 2 inches of runoff, and 20 feet wide to store 4 inches of runoff. Figure 3 provides a graphic that shows the extent of underground storage needed for sample parcels in Morningside.

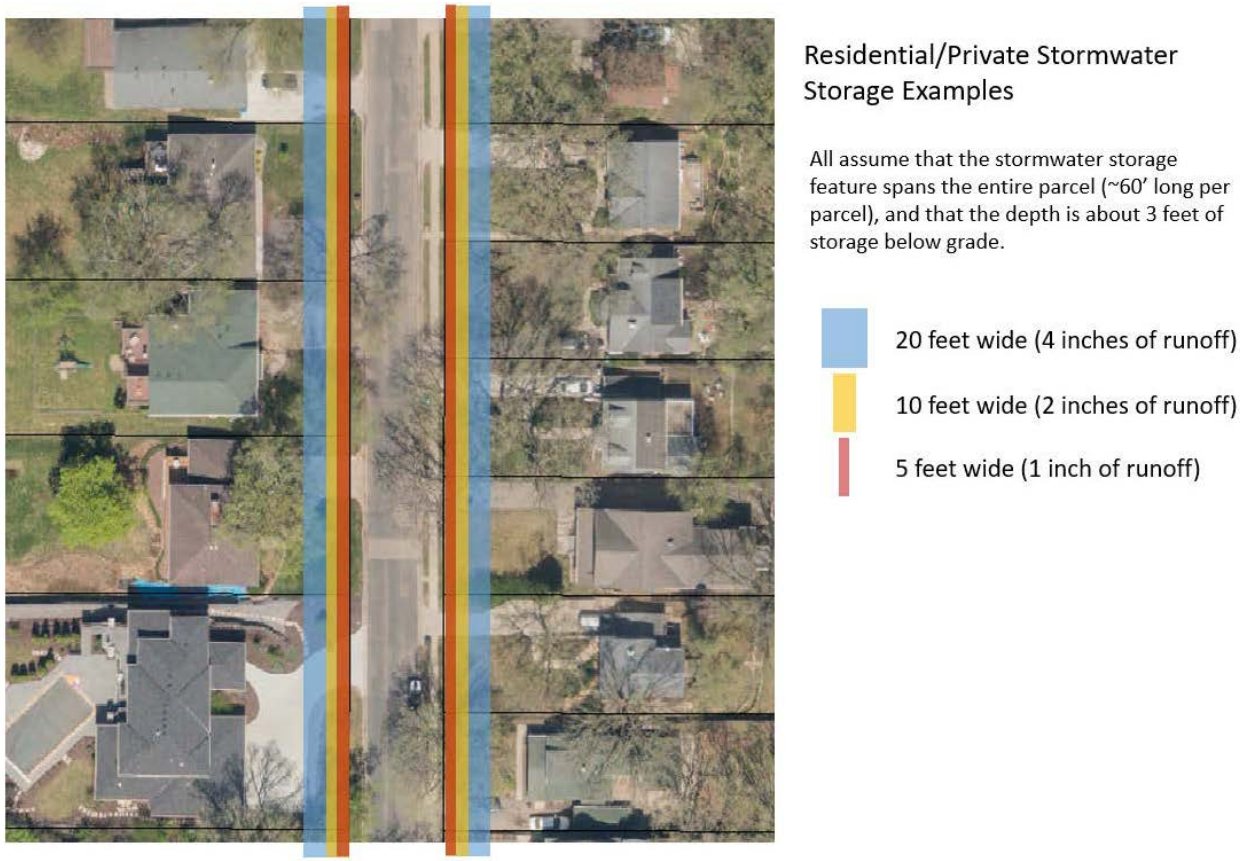


Figure 3 Private stormwater storage sizing examples for storing varying amounts of runoff.

Barr also analyzed using stormwater storage under streets and/or in the public right-of-way. Figure 4 provides a graphic that shows the approximate extent of underground storage available for a typical road within the Morningside neighborhood. Assuming two 15-foot wide (and 3 feet deep) underground storage vaults can be installed under all of the roads or right-of-way in the Morningside neighborhood, 3-inches of runoff could be stored in those vaults.

Can fit roughly two 15-ft wide storage vaults in the street width (or in the right-of-way).

Again, this assumes using the entire length of the block, and being able to store 3 feet deep.

Note: *Interference with other utilities may make this approach difficult.*

15 feet wide (3 inches of runoff)

Figure 4 Stormwater storage sizing (width) available for typical roads or right-of-way in the Morningside neighborhood.

Figure 5 shows the subwatersheds in the Morningside neighborhood. Graphs are included below that show the results and range of benefits of residential/private stormwater storage for Weber Pond (subwatershed MS_40, Figure 6), for the area along Branson between Oakdale Avenue and Grimes Avenue (subwatershed MS_48, Figure 7), and for the area along Crocker Avenue between West 42nd Street and Morningside Road (subwatershed MS_2, Figure 8).

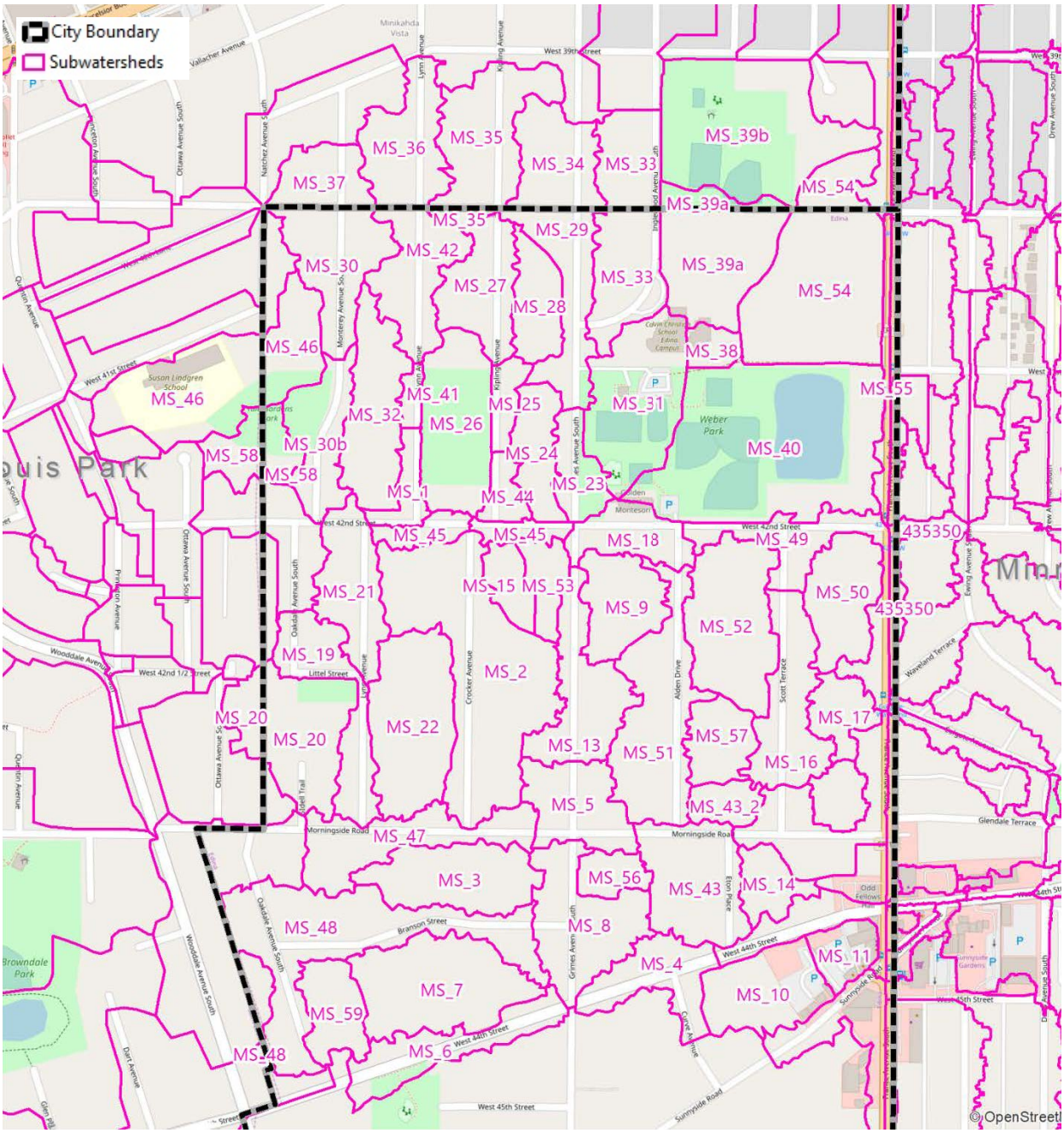


Figure 5 Map showing subwatershed divides in and around the Morningside neighborhood

In Figure 6, the horizontal, maroon-dashed lines represent approximate low elevations based on structure footprints for the four lowest homes around Weber Pond. They may or may not represent actual low entry elevations of these homes. However, they give a good representation of the home elevations and how close they are to the flood levels.

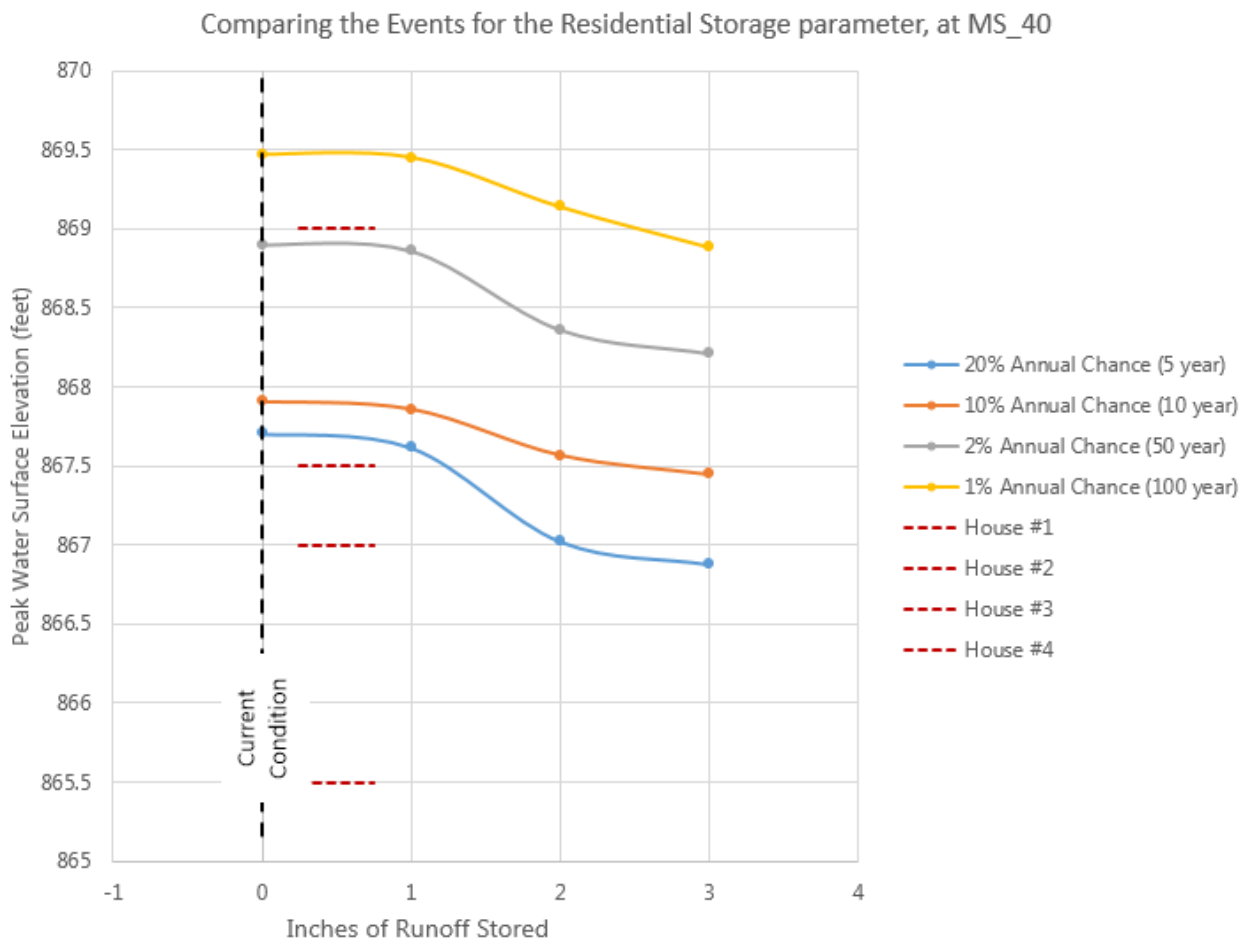


Figure 6 Peak water surface levels resulting from varying amounts of runoff stored using private infrastructure for varying storm events in the Weber Pond subwatershed (MS_40).

At first glance, the reductions shown in Figure 6 appear smaller than would be expected. There are multiple other factors affecting the flood volume stored in Weber Pond. First, Weber Pond ultimately receives water from Edina and also from St. Louis Park and Minneapolis. While private infrastructure is overall beneficial, reducing the runoff to Weber Pond from Edina may allow more water from St. Louis Park and Minneapolis to fill the pond back up during an event. Second, at the peak flood elevations shown in Figure 6, stormwater flows out of Weber Pond both *into* Weber Park and *over* France Avenue to the east to Minneapolis. When ponds rise high enough to overflow banks, additional water does not tend to have a significant impact on the water level since water can start following natural overflow paths.

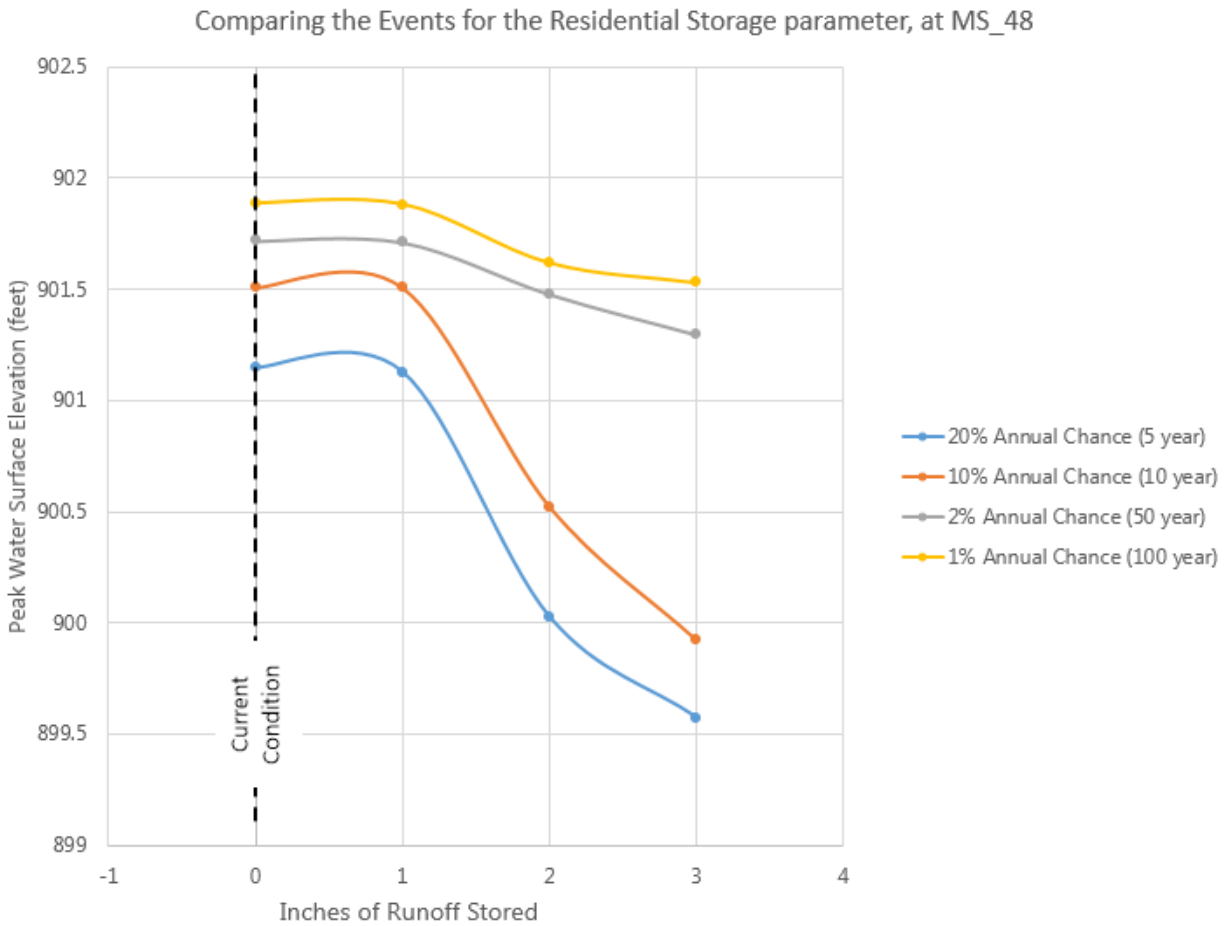


Figure 7 Peak water surface levels resulting from varying amounts of runoff stored using private infrastructure for varying storm events in subwatershed MS_48.

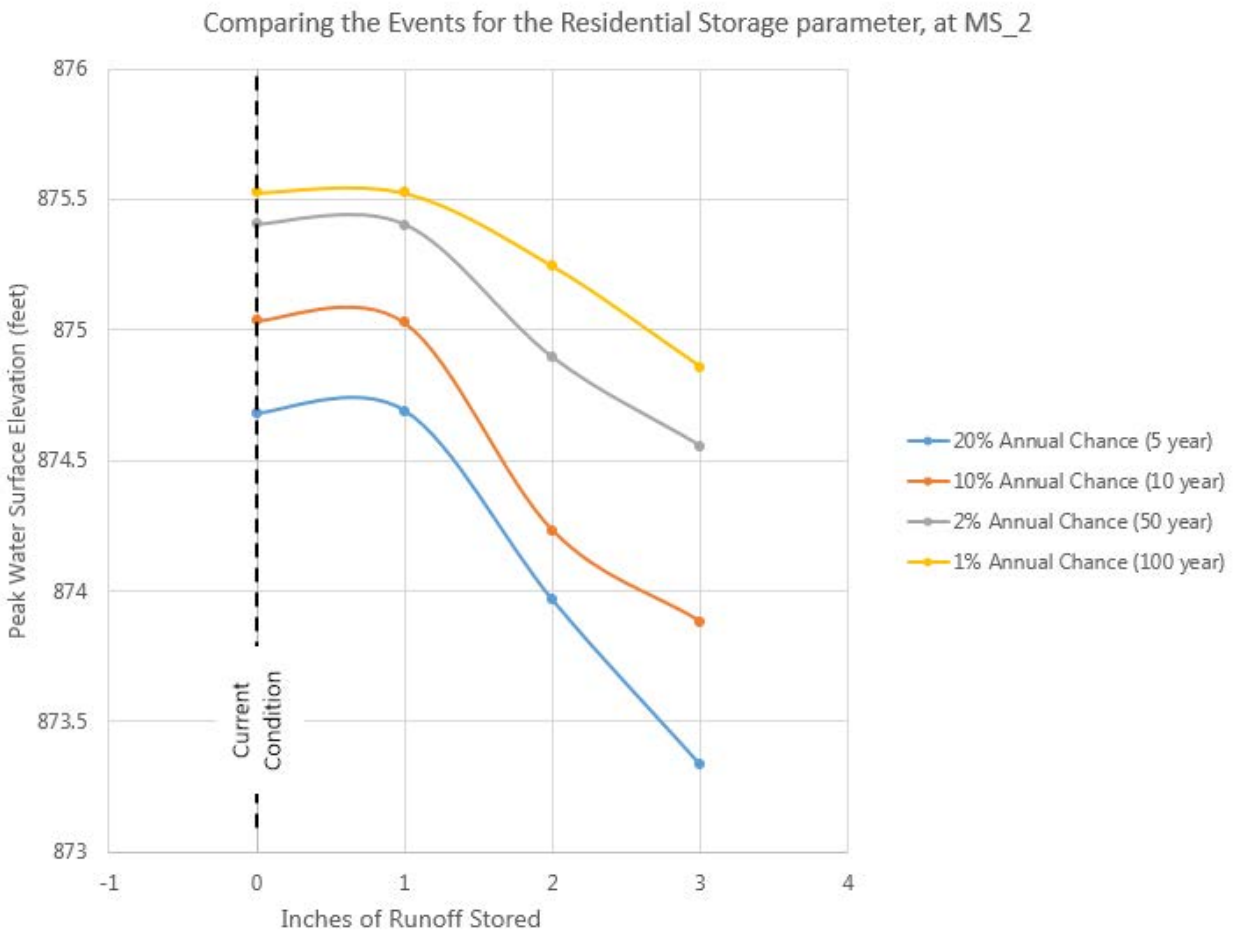


Figure 8 Peak water surface levels resulting from varying amounts of runoff stored using private infrastructure for varying storm events in subwatershed MS_2.

Barr commonly estimates that the cost per cubic foot of underground stormwater storage is approximately $10 to $20. For one inch of runoff, for one 0.25-acre parcel, storage volume equals 900 cubic feet. This equates to a little under $15,000 (+/- $5,000) per parcel per inch of runoff stored. Figure 9 shows the approximate cost per parcel of underground storage using varying widths of underground storage units and varying amounts of runoff stored. To put the cost of private underground storage into perspective, Figure 10 shows a portion of the Morningside neighborhood (~180 parcels) and provides a breakdown of an approximate cost to capture two inches of runoff from every parcel.

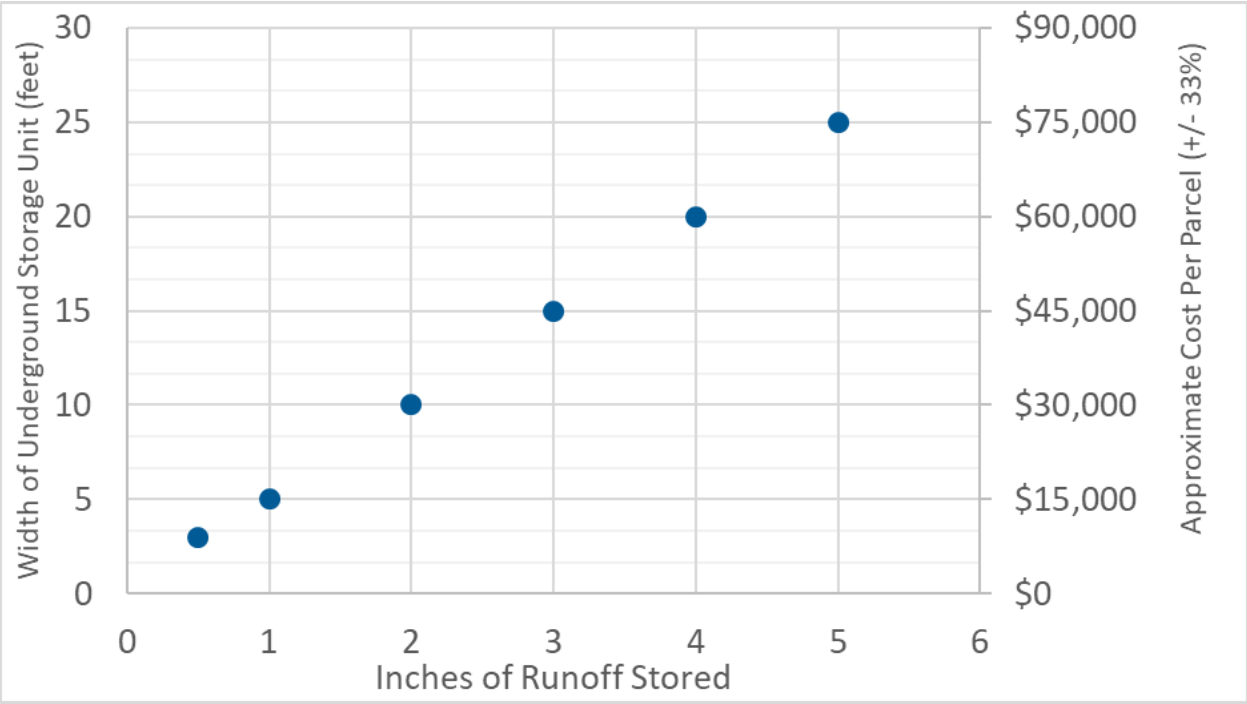


Figure 9 Approximate cost per parcel of underground storage using varying widths of underground storage units and varying amounts of runoff stored.

In the window to the left, there are 4 blocks, covering just over 50 acres.

This also means there are about 180 parcels in these 4 blocks.

To capture 2 inches of runoff from every parcel would cost about $5,400,000

2 inches of runoff is what is generated typically (on the whole) in this area from the 10-year storm (4.3 inches of rainfall).

This would remove nearly 400,000 cubic feet of water from the system (just over 8.5 ac-ft).

Figure 10 Cost breakdown for using private stormwater storage for a portion of the Morningside neighborhood.

In total, there are approximately 570 residential parcels in the Morningside neighborhood watershed drainage area, as shown in Figure 11.

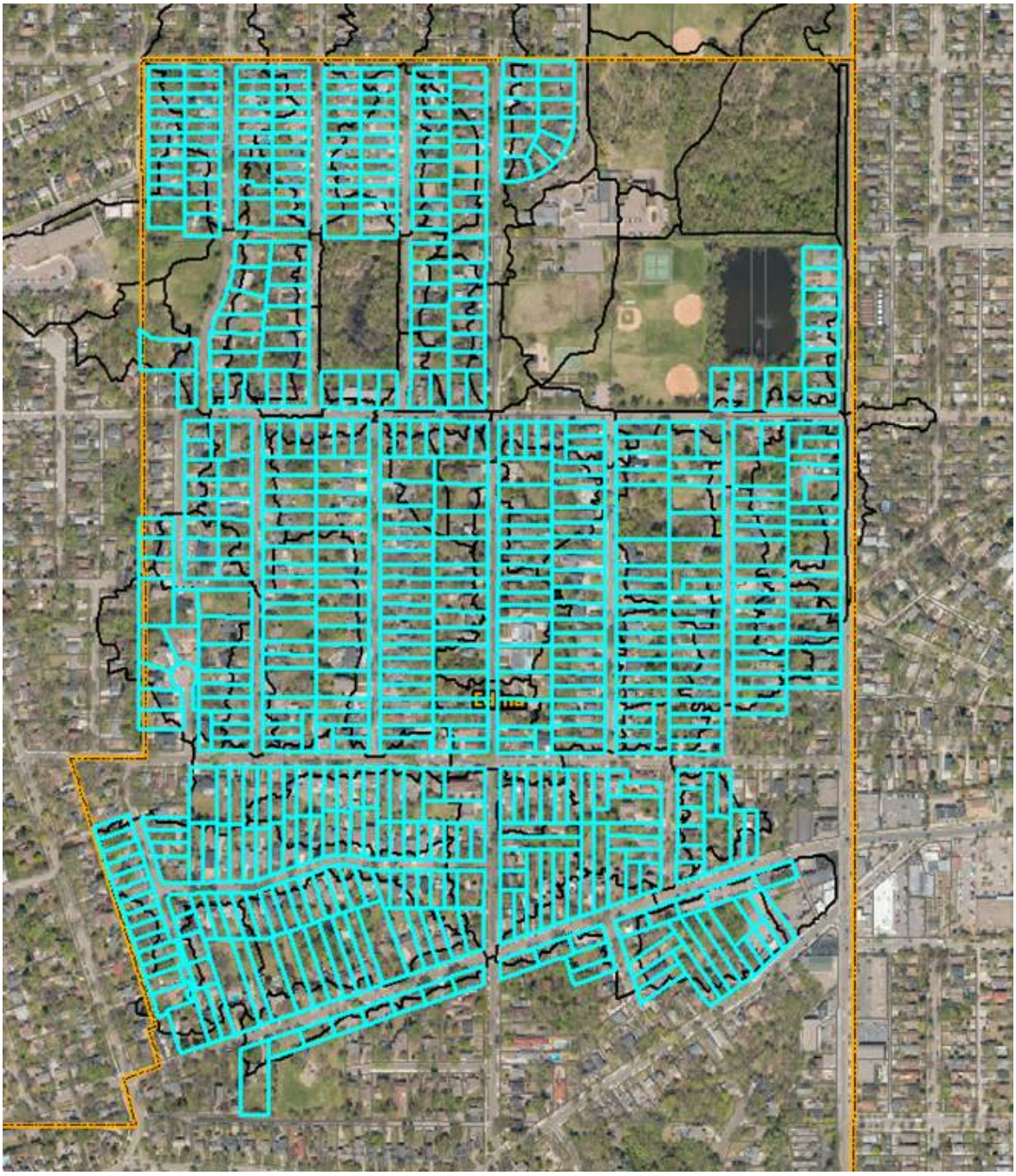


Figure 11 Parcels in the Morningside neighborhood watershed/drainage area.

The results of Barr's private storage analysis are summarized in Table 1 below. Recall that storing 1-inch of runoff from every parcel in Morningside had a marginal benefit in general on peak flood levels. Table 1 below shows that to store 2-inches of runoff in the entire neighborhood would cost approximately $17 million. While storing 2-inches of runoff does reduce flood levels, the number of homes that are removed from potential impacts from flood inundation is small. For example, as shown in Figure 6, depending on the storm event, this level of effort may potentially remove only one home from flood inundation at Weber Pond.

Table 1 Summary of costs and benefits of private stormwater storage for the whole Morningside neighborhood.

Inches of Runoff Stored	Cost for All Parcels to Store the Runoff	Flood Level Reduction Benefit (in feet) for Weber Pond Subwatershed (MS_40)			
		5-yr Storm (3.59" of precip)	10-yr Storm (4.29" of precip)	50-yr Storm (6.39" of precip)	100-yr Storm (7.49" of precip)
1 inch	$ 8,550,000	0.1	<0.1	<0.1	0
2 inches	$ 17,100,000	0.6	0.3	0.5	0.3
3 inches	$ 25,650,000	0.7	0.9	0.6	0.5

Policy Review by
City Planning Staff

Survey of Cities

Single-dwelling unit residential standards
Coverage and impervious maximums
Metro Cities

Apple Valley

Zoning	R-5	R-2	R-3
FAR	None	None	None
Max. building coverage	None	None	None
Max. impervious surface	None	None	None

Blaine

Zoning	R-1	R-1A	R-1AA
Max. building coverage	None	None	None
Max. impervious surface	None	None	None

Bloomington

Zoning	R-1	RS-1
Max. building coverage	None	None
Max. impervious surface	35%	35%

Burnsville

Zoning	R-1
Max. building coverage	None
Max. impervious surface	None

Eagan

Zoning	R-1	R-1S
Max. building coverage	20%	25%
Max. impervious surface	None 25% for shoreline	None 25% for shoreline

Eden Prairie

Zoning	R1-22	R1-13.5	R1-9.5
Max. building coverage	None	None	None
Max. Impervious surface	None 30% for shoreline	None 30% for shoreline	None 30% for shoreline

Edina

Zoning	R-1
Max. building coverage	25% 30% if lot is less than 9,000 square feet
Max. Impervious surface	None

Hopkins

Zoning	R-1A	R-1B	R-1c
FAR	None	None	None
Max. building coverage	35%	35%	35%
Max. Impervious surface	None	None	None

Lakeville

Zoning	RS-1	RS-2	RS-3	RS-4
Max. building coverage	None	None	None	None
Max. impervious surface	None	None	None	None

Maple Grove

Zoning	R-1	R-2	R-2B
Max. building coverage	None	None	None
Max. impervious surface	None	None	None

Minneapolis

Zoning	R-1	R-2	R-3
Max. building coverage	45%	45%	45%
Max. impervious surface	60%	60%	60%

Minnetonka

Zoning	R-1
Max. building coverage	None
Max. Impervious surface	None 30% Impervious within 150 ft of lake 75% impervious within 1000 ft of lake

New Brighton

Zoning	R-1
Max. building coverage	30%
Max. Impervious surface	50%

Plymouth

Zoning	RSF-1	RSF-2	RSF-3
Max. building coverage	30%	30%	35%
Max. impervious surface	None 25% within 1000 ft of water body	None 25% within 1000 ft of water body	None 25% within 1000 ft of water body

St. Louis Park

Zoning	R-1	R-2
Max. building coverage	35%	35%
Max. impervious surface	None	None

Wayzata

Zoning	R-3A	R-2A	R-2
Max. building coverage	30%	20%	20%
Max. impervious surface	None	None	None

Woodbury

Zoning	R-4
Max. building coverage	35%
Max. impervious surface	None

Survey of Cities

Single-dwelling unit residential standards
Coverage and impervious maximums
Metro Cities

Apple Valley

Zoning	R-5	R-2	R-3
FAR	None	None	None
Max. building coverage	None	None	None
Max. impervious surface	None	None	None

Blaine

Zoning	R-1	R-1A	R-1AA
Max. building coverage	None	None	None
Max. impervious surface	None	None	None

Bloomington

Zoning	R-1	RS-1
Max. building coverage	None	None
Max. impervious surface	35%	35%

Burnsville

Zoning	R-1
Max. building coverage	None
Max. impervious surface	None

Eagan

Zoning	R-1	R-1S
Max. building coverage	20%	25%
Max. impervious surface	None 25% for shoreline	None 25% for shoreline

Eden Prairie

Zoning	R1-22	R1-13.5	R1-9.5
Max. building coverage	None	None	None
Max. Impervious surface	None 30% for shoreline	None 30% for shoreline	None 30% for shoreline

Edina

Zoning	R-1
Max. building coverage	25% 30% if lot is less than 9,000 square feet
Max. Impervious surface	None

Hopkins

Zoning	R-1A	R-1B	R-1c
FAR	None	None	None
Max. building coverage	35%	35%	35%
Max. Impervious surface	None	None	None

Lakeville

Zoning	RS-1	RS-2	RS-3	RS-4
Max. building coverage	None	None	None	None
Max. impervious surface	None	None	None	None

Maple Grove

Zoning	R-1	R-2	R-2B
Max. building coverage	None	None	None
Max. impervious surface	None	None	None

Minneapolis

Zoning	R-1	R-2	R-3
Max. building coverage	45%	45%	45%
Max. impervious surface	60%	60%	60%

Minnetonka

Zoning	R-1
Max. building coverage	None
Max. Impervious surface	None 30% Impervious within 150 ft of lake 75% impervious within 1000 ft of lake

New Brighton

Zoning	R-1
Max. building coverage	30%
Max. Impervious surface	50%

Plymouth

Zoning	RSF-1	RSF-2	RSF-3
Max. building coverage	30%	30%	35%
Max. impervious surface	None 25% within 1000 ft of water body	None 25% within 1000 ft of water body	None 25% within 1000 ft of water body

St. Louis Park

Zoning	R-1	R-2
Max. building coverage	35%	35%
Max. impervious surface	None	None

Wayzata

Zoning	R-3A	R-2A	R-2
Max. building coverage	30%	20%	20%
Max. impervious surface	None	None	None

Woodbury

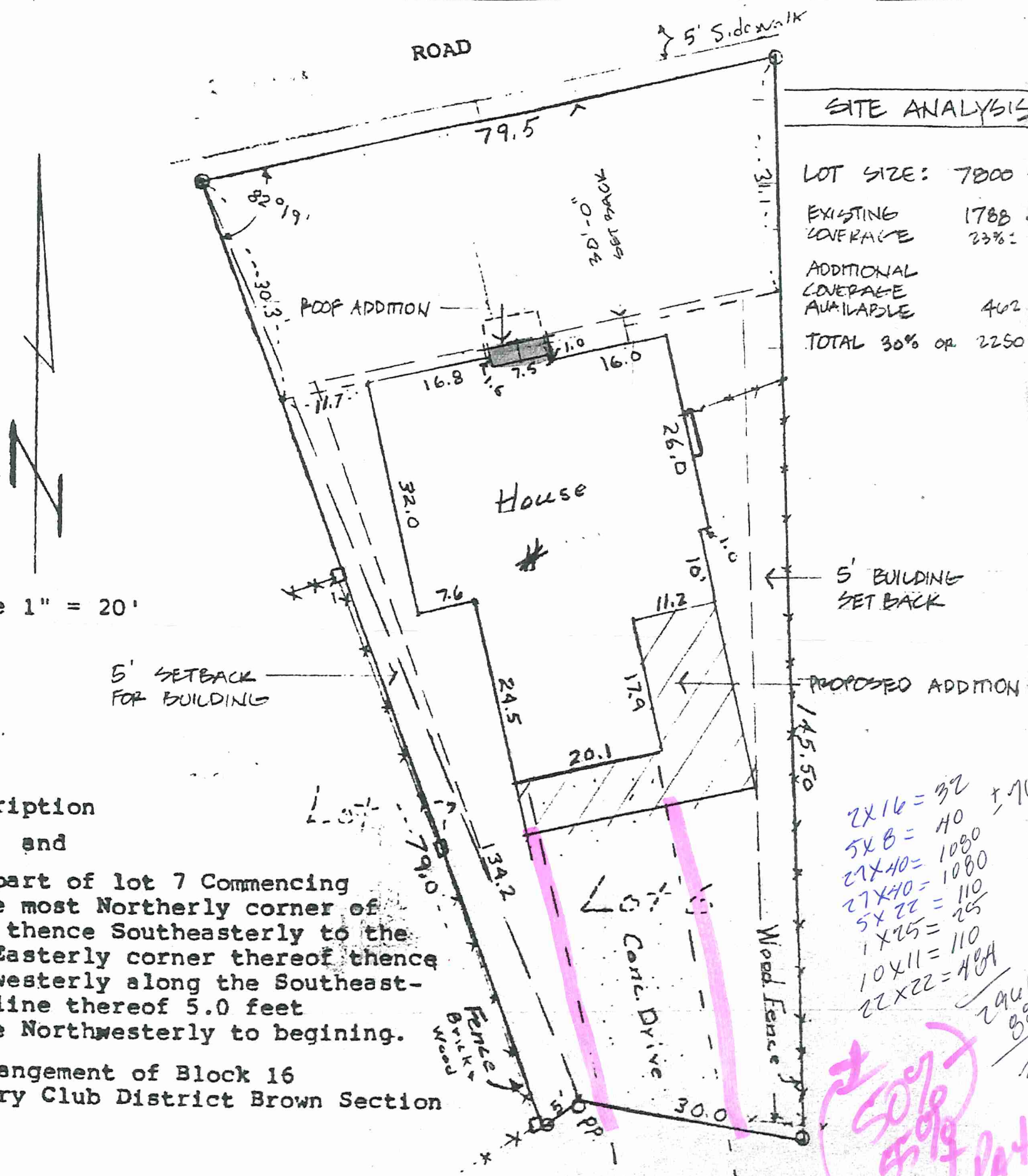
Zoning	R-4
Max. building coverage	35%
Max. impervious surface	None

CARDARELLE & ASSOCIATES, INC.
941-3031

Land Surveyors
Eden Prairie, MN 55344

Certificate Of Survey

Survey For _____ Book 342 Page 35 File _____



SITE ANALYSIS

LOT SIZE: 7800 SQFT.

EXISTING COVERAGE 1788 SQ.FT. 23%

ADDITIONAL COVERAGE AVAILABLE 462 SQ.FT

TOTAL 30% OR 2250 SQ.FT. MAX

Scale 1" = 20'

2X16 = 32
5X8 = 40
27X40 = 1080
27X40 = 1080
5X22 = 110
1X25 = 25
10X11 = 110
22X22 = 484
2941
800
3841

Patio Not on Record

Description

Lot 6 and

that part of lot 7 Commencing at the most Northerly corner of lot 7 thence Southeasterly to the most Easterly corner thereof thence Southwesterly along the Southeasterly line thereof 5.0 feet thence Northwesterly to begining.

Rearrangement of Block 16
Country Club District Brown Section

I hereby certify that this is a true and correct representation of a survey of the boundaries of Describerd above Hennepin County, Minnesota and of the location of all buildings thereon, and all visible encroachments, if any, from or on said land. Surveyed by me this 24th day of April 1991

CARDARELLE & ASSOCIATES, INC.
STATE REG NO. 6508

25

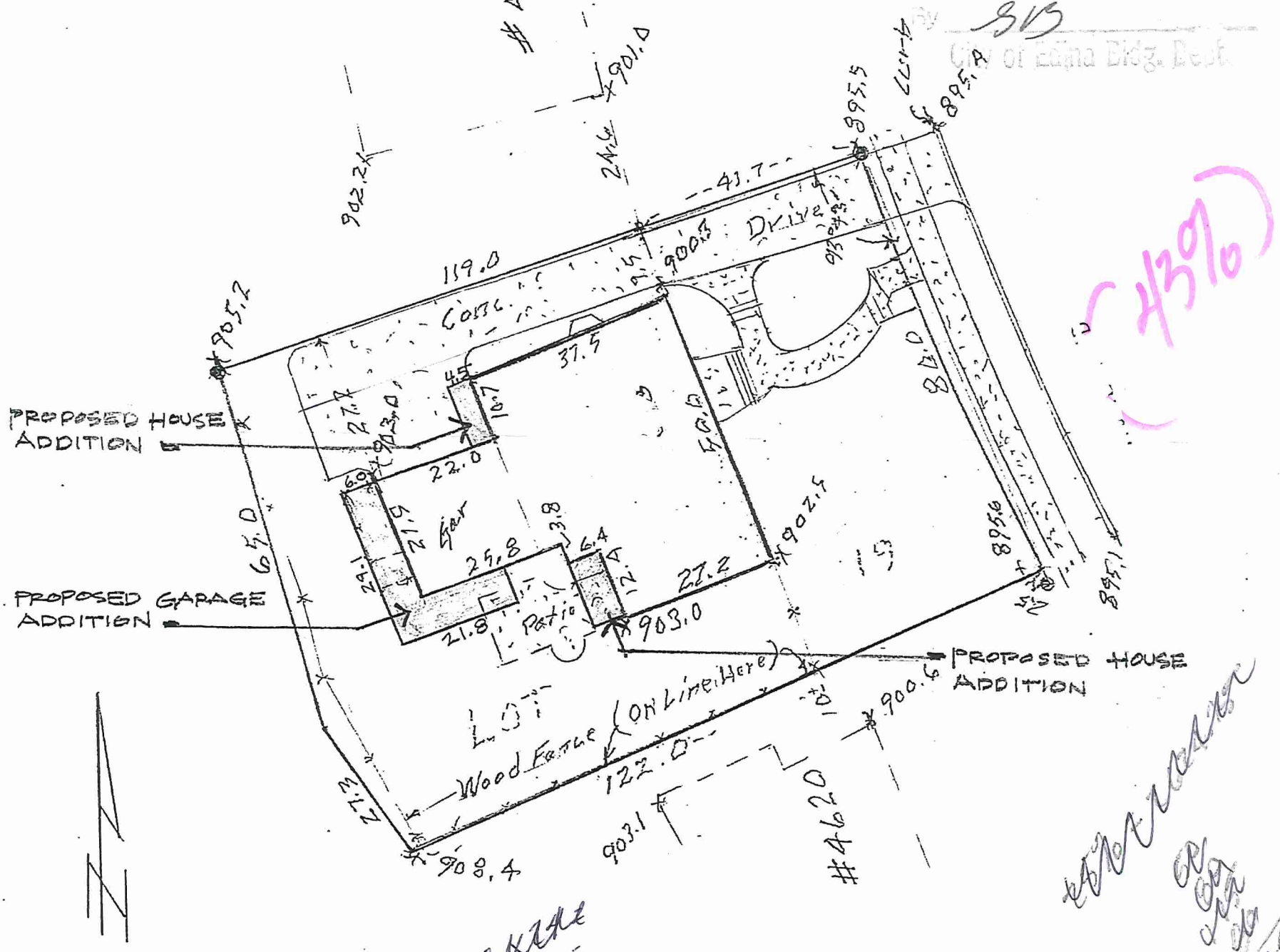
NK R. CARDARELLE Land Surveyor, Inc.
41-3031 6440 Flying Cloud Drive
Land Surveyor
Eden Prairie, MN 55344

Certificate Of Survey

Survey For_____ Book 349 Page 11 File 5399

29222

APPROVED
Date 9-21-04
By SVS
City of Edina Bldg. Dept.



Scale: 1"=30'

● Denotes Iron Mon.Found

Lot Area: 10,499 sq.ft.
House Area: 2,250 sq.ft.
Lot Coverage: 21%

I hereby certify that this is a true and correct representation of a survey of the boundries of Country Club District

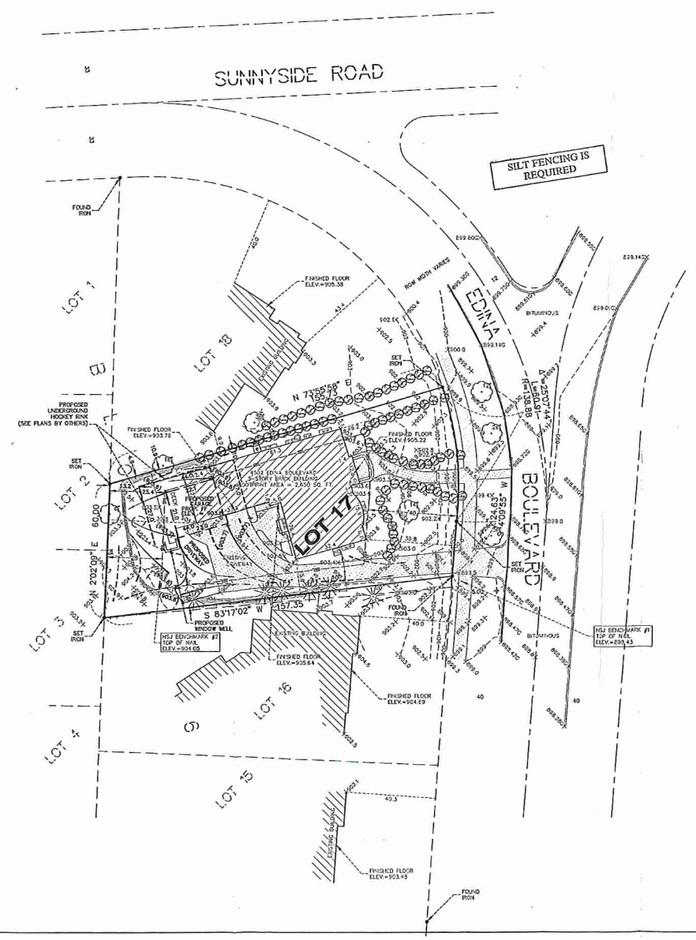
Hennepin County, Minnesota and the location of all buildings thereon, and all visible encroachments, if any on said land.

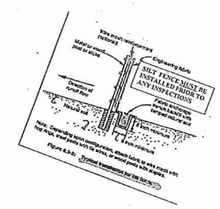
Surveyed by me on this 30th day of June, 2004.

Frank R. Cardarelle
State Reg. No. 6508

2839
750
1485
100
5174 = 45.53% ±

46%





LEGAL DESCRIPTION

Part of Lot 17, Block 6, COUNTRY CLUB DISTRICT BROWN SECTION, Hennepin County, Minnesota.

OFFICE COPY
4502 Edina Blvd
Permit # 107095

GENERAL NOTES:

1. The bearing system used is assumed.
2. The location of the underground utilities shown hereon, if any, are approximate only. PURSUANT TO MSA 216D CONTACT GOPHER STATE ONE CALL AT (612) 454-0002 PRIOR TO ANY EXCAVATION.
3. Site area = 11,362 square feet = 0.261 acres.
4. This survey was made on the ground.
5. Setback requirements per City of Edina.
   Front = Average of Adjoining Lots of site [(40.34+40.04+39.84+40.0)/4] = 40.0 feet
   Rear = 25 feet
   Side = 10 feet
6. No current title work was furnished for the preparation of this survey, legal description, recorded or unrecorded easements and encumbrances are subject to revision upon receipt of current title work.
7. Elevation datum is based on City of Edina data.
   HSL Benchmark #1 is located Top of Nut (AS SHOWN ON SURVEY)
   Elevation = 888.43
   Benchmark is located 784 ft. side Sunnyside Rd. & Moorland Ave.
   Elevation = 901.57 (NGVD 29, NOT SHOWN)
8. Verify dimensions and elevations per latest house plan prior to construction.
9. Impervious area details.
   Total Site Area: 11,362 square feet
   Total Impervious Surface Area: 2,839 square feet
   House Area (Proposed Addition included): 2,372 square feet
   (Proposed Garage): 467 square feet
   Driveway/Paved Areas/Patios/Porches/Decks Excluded from calculation
   Percent of Total Site Area that is Impervious: 2,839/11,362=0.249 ==> 25.0%

LEGEND

FOUND IRON	Found Property Monument
SET IRON	Set Property Monument (Minn. Reg. No. 23677)
	Concrete
	Concrete Curb
	Fence
	Overhead Electric
	Gas
	Setback Line
	Electric Meter
	Power Pole
	Hydrant
	Air Conditioning Unit
	Deciduous Tree (Diameter in inches)
	Coniferous Tree (Diameter in inches)
	Bush
	Light Pole
	Gas Meter
	Window Well
905	Existing Contour
X 851.270	Existing Spot Elevation Gutter
X 934.3	Existing Spot Elevation
	Proposed Drainage Arrow
	Existing Drainage Arrow
853	Proposed Contour
X (845.0)	Proposed Spot Elevation

LOT CERTIFICATE SURVEY
AND PROPOSED ADDITION
for:
RIZAL BUILT INC.
SITE: 4502 EDINA BOULEVARD
EDINA, MINNESOTA

CERTIFICATION:

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date: August 9, 2011

Thomas E. Hoeroff
Mnn. Reg. No. 23677

Certificate Valid Expiration date

Sheet No. 1 OF 1	Book 624	Page 624	
File No. 1-3-8126HSE	Job No. 2011228.01	Scale 1" = 20'	Drawn By GT

HARRY S. JOHNSON CO., INC.
LAND SURVEYORS CONSULTANTS
BLOOMINGTON, MINNESOTA
PHONE: 952-884-5341 FAX: 952-884-5344

Exp. Date on Certificate Form 2A

18-038-24-21-0069
4502 Edina Blvd.

CITY OF EDINA
AUG 2 8 2011
BUILDING DEPARTMENT

ONE HOUR WALLS REQUIRED

EXISTING HOUSE

N 76°57' E 148.40

FENCE

PROPOSED GARAGE
GFE=899.0

PROPOSED ADDITION
PFE= 907.8 X
GFE=898.3 X

EXISTING HOUSE #4515
FFE=899.4 X
FFE=899.4

N 15°39' W 88.0

S 14°31' 30" E 79.92

BROWNDALE AVENUE

BENCHMARK
TN HYD
ELEV = 897.78

DRIVE (REMOVE)

PROPOSED DRIVE @7%

WALK

N 80° E 150.54

BRIDGE STREET

SILT FENCING IS REQUIRED

+40%

BUILDING DEPARTMENT
MAY 2 2013
CITY OF EDINA

18-028-24-21-0041
4515 BROWNDALE #121523

OFFICE COPY

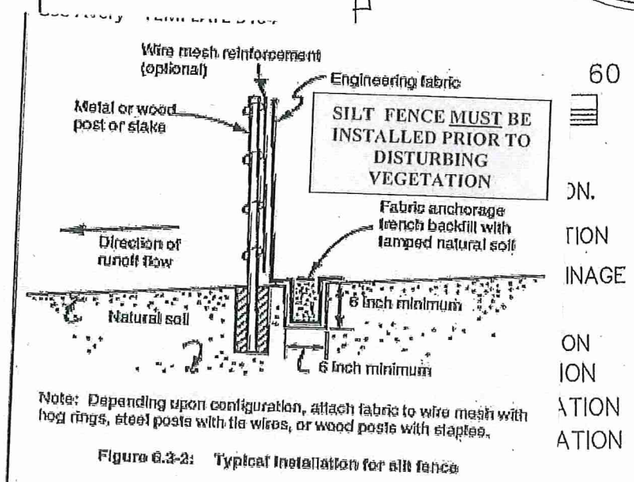


Figure 6.3-2: Typical installation for silt fence

STRUCTURE HARDCOVER
EXISTING
HOUSE = 2650 SF / 21.1%
= 1118 SF STRHC REM

PROPOSED
ADDTN AND GARAGE = 1177 SF

TOTAL EXISTING AND PROPOSED = 3132SF / 25.0%

3132
350 WALK
440 PATIO
900 DRIVE WAY
4772
38.1%

LEGAL DESCRIPTION:
LOT 8, BLOCK 5, COUNTRY CLUB DISTRICT, BROWN SECTION, HENNEPIN CO., MN.

ADDRESS – 4515 BROWNDALE AVENUE
PID#18–028–24–21–0041

LOT AREA = 12520 SF/ 0.29 AC
X 25% = 3130 SF STRHC ALLOWED

SURVEY IS SUBJECT TO CHANGE PER TITLE OR EASEMENT INFORMATION

VERIFY ALL SETBACKS WITH CITY

Land
Frank R. Cardarelle Surveyor
6440 FLYING CLOUD DRIVE
EDEN PRAIRIE,MN 55344
952–941–3031

BUILDING PERMIT SURVEY

[redacted]
RESIDENCE

PROJECT NO.
BOOK
DATE JULY 6, 2012
PAGE
REVISIONS 5-20-13 - Revised 5-21-13

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

FRANK R. CARDARELLE REG. NO. 16508

KEMPER & ASSOCIATES INC.
LAND SURVEYING • ENGINEERING
721 OLD HIGHWAY 8 N.W.
NEW BRIGHTON, MINNESOTA 55112
651-631-0351
FAX 651-631-0805

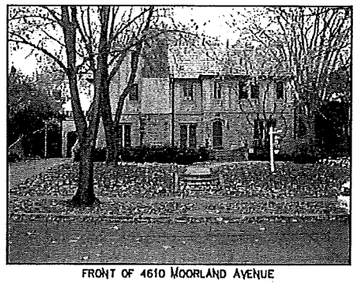
[redacted]

LOT 23, BLOCK 12, COUNTRY CLUB DISTRICT, BROWN SECTION

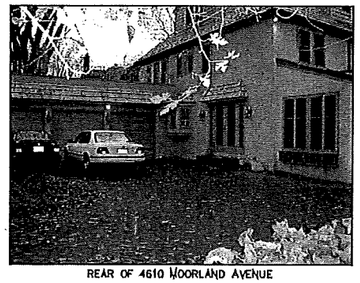
4610 MOORLAND AVENUE

CITY OF EDINA, HENNEPIN COUNTY, MINNESOTA

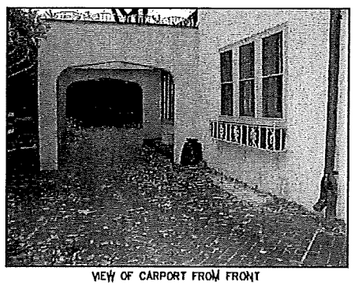
58%



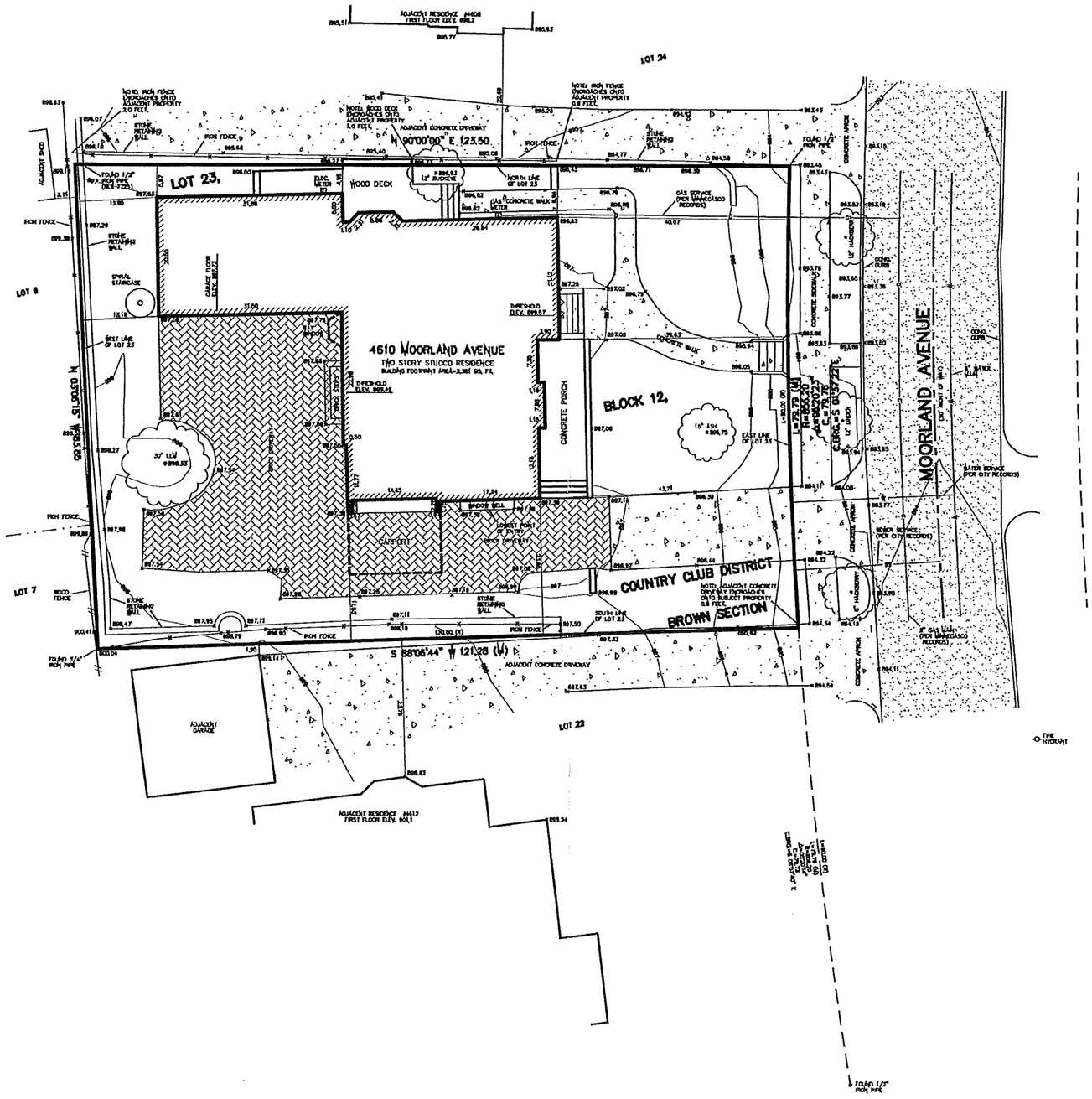
FRONT OF 4610 MOORLAND AVENUE



REAR OF 4610 MOORLAND AVENUE



VIEW OF CARPORT FROM FRONT



1 INCH EQUALS 10 FEET

BASIS FOR BEARINGS: NORTH LINE OF LOT 23 ASSUMED TO BEAR EAST FOR PURPOSES OF THIS SURVEY.

BASIS FOR ELEVATION: TOP NUT OF FIRE HYDRANT AT THE SOUTHEAST CORNER OF BROOKDALE AVENUE AND COUNTRY CLUB ROAD. ELEVATION 895.77 (AS PER CITY OF EDINA ENGINEERING DEPARTMENT)

CONTOUR INTERVAL=1 FOOT

NOTE: A PREVIOUS SURVEY OF THE SUBJECT PROPERTY BY THOMAS BERDOUAST (RLS 7725) DATED NOVEMBER 19, 1988 WAS USED AS A REFERENCE FOR THIS SURVEY.

LEGEND

—894—	EXISTING CONTOUR LINE
×893.16	EXISTING SPOT ELEVATION
(M)	DENOTES DIMENSION MEASURED DURING THE COURSE OF THIS SURVEY
(R)	DENOTES RECORD DIMENSION AS PER PLAT OF COUNTRY CLUB DISTRICT, BROWN SECTION
•	SET SURVEY MONUMENT (MARKED "KEMPER 18407")

ZONING REQUIREMENTS

ZONED R-1 – SINGLE DWELLING UNIT DISTRICT

BUILDING SETBACKS:
FRONT – AVERAGE OF BLOCK
SIDE – 10 FEET (INCREASED BY 6 INCHES FOR EACH FOOT THE BUILDING HEIGHT EXCEEDS 15 FEET)
REAR – 25 FEET

BUILDING COVERAGE (LOTS 9,000 SQ. FT. +)
BUILDING COVERAGE SHALL NOT BE MORE THAN 25 PERCENT FOR ALL BUILDINGS AND STRUCTURES.

(AS PER CITY OF EDINA ZONING CODE)

AREA SUMMARY

LOT 23, BLOCK 12 = 9,957 SQ. FT. OR 0.2286 ACRES

BUILDING FOOTPRINT = 2,381 SQ. FT.
BRICK & CONCRETE DRIVEWAY = 2,466 SQ. FT.
CONCRETE PORCH = 243 SQ. FT.
CONCRETE SIDEWALK & FRONT STEPS = 439 SQ. FT.
WOOD DECK = 232 SQ. FT.

TOTAL IMPERVIOUS SURFACES AREA = 5,761 SQ. FT. - (57.9% OF LOT AREA)

±58%

PREPARED FOR:
GABRIEL KELLER
DOMAIN ARCHITECTURE & DESIGN
2748 HENNEPIN AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55408
612-870-7507

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

MARK D. KEMPER, PLS 18407

DATED THIS _____ DAY OF _____, 2003

KEMPER & ASSOCIATES, INC. ©

18-028-24-24-0067

4610 Moorland Ave

CERTIFICATE OF SURVEY

03378 (03278,0310) D.R. FOOD HOLDY

LEGAL DESCRIPTION:
Lot 5, Block 8, Country Club District Fairway Section, Hennepin County, Minnesota.

SCOPE OF WORK & LIMITATIONS:

1. Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
2. Showing the location of observed existing improvements we deem necessary for the survey.
3. Setting survey markers or verifying existing survey markers to establish the corners of the property.
4. Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with construction.
5. Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
6. Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.
7. While we show a proposed location for this home or addition, we are not as familiar with your proposed plans as you, your architect, or the builder are. Review our proposed location of the improvements carefully to verify that they match your plans before construction begins. Also, we are not as familiar with local codes and minimum requirements as the local building and zoning officials in this community are. Be sure to show this survey to said officials, or any other officials that may have jurisdiction over the proposed improvements and obtain their approvals before beginning construction or planning improvements to the property.
8. While we show the building setback lines per the City of Edina web site, we suggest you show this survey to the appropriate city officials to be sure that the setback lines are shown correctly. Do this BEFORE you use this survey to design anything for this site.

STANDARD SYMBOLS & CONVENTIONS:

"●" Denotes iron survey marker, set, unless otherwise noted.

GRADING & EROSION CONTROL NOTES:

BEFORE DEMOLITION AND GRADING BEGIN
Install silt fence/bio roll around the perimeter of the construction area.

Sediment control measures must remain in place until final stabilization has been established and then shall be removed. Sediment controls may be removed to accommodate short term construction activity but must be replaced before the next rain.

A temporary rock construction entrance shall be established at each access point to the site and a 6 inch layer of 1 to 2 inch rock extending at least 50 feet from the street into the site and shall be underlain with permeable geotextile fabric. The entrance shall be maintained during construction by top dressing or washing to prevent tracking or flow of sediments onto public streets, walks or alleys. Potential entrances that are not so protected shall be closed by fencing to prevent unprotected exit from the site.

DURING CONSTRUCTION:
When dirt stockpiles have been created, a double row of silt fence shall be placed to prevent escape of sediment laden runoff and if the piles or other disturbed areas are to remain in place for more than 14 days, they shall be seeded with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.

A dumpster shall be placed on the site for prompt disposal of construction debris. These dumpsters shall be serviced regularly to prevent overflowing and blowing onto adjacent properties. Disposal of solid wastes from the site shall in accordance with Minnesota Pollution Control Agency requirements.

A separate container shall be placed for disposal of hazardous waste. Hazardous wastes shall be disposed of in accordance with MPCA requirements.

Concrete truck washout shall be in the plastic lined ditch and dispose of washings as solid waste.

Sediment control devices shall be regularly inspected and after major rainfall events and shall be cleaned and repaired as necessary to provide downstream protection.

Streets and other public ways shall be inspected daily and if litter or soils has been deposited it shall promptly be removed.

If necessary, vehicles, that have mud on their wheels, shall be cleaned before exiting the site in the rock entrance areas.

Moisture shall be applied to disturbed areas to control dust as needed.

Portable toilet facilities shall be placed on site for use by workers and shall be properly maintained.

If it becomes necessary to pump the excavation during construction, pump discharge shall be into the stockpile areas so that the double silt fence around these areas can filter the water before it leaves the site.

Temporary erosion control shall be installed no later than 14 days after the site is first disturbed and shall consist of broadcast seeding with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.

SITE WORK COMPLETION:
When final grading has been completed but before placement of seed or sod an "as built" survey shall be done per City of Edina requirements to insure that grading was properly done.

When any remedial grading has been completed, sod or seeding shall be completed including any erosion control blankets for steep areas.

When turf is established, silt fence and inlet protection and other erosion control devices shall be disposed of and adjacent streets, alleys and walks shall be cleaned as needed to deliver a site that is erosion resistant and clean.

61.4%

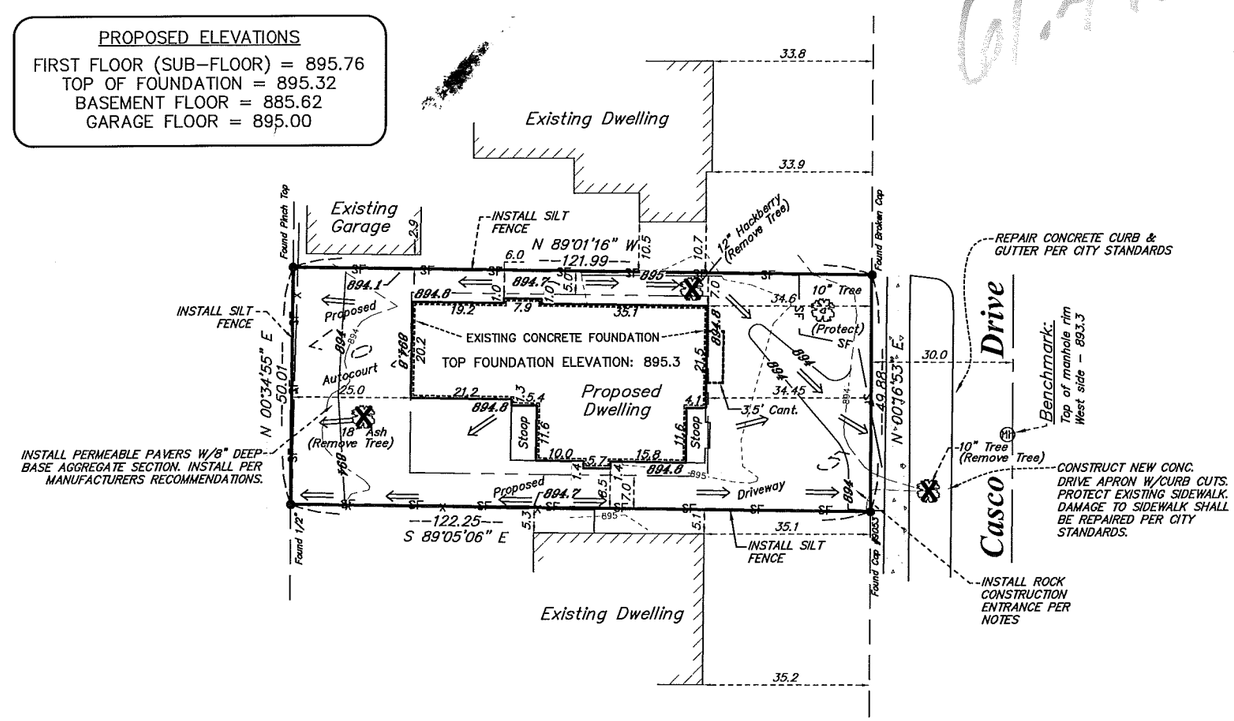
EXISTING HARDCOVER	
House	1,427 Sq. Ft.
Concrete Surfaces	1,129 Sq. Ft.
TOTAL EXISTING HARDCOVER	2,556 Sq. Ft.
AREA OF LOT	6,009 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	42.5%

EXISTING BUILDING COVERAGE	
House	1,427 Sq. Ft.
Conc. Patio	192 Sq. Ft.
Patio Credit	-150 Sq. Ft.
TOTAL EXISTING HARDCOVER	1,469 Sq. Ft.
AREA OF LOT	6,009 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	24.4%

PROPOSED HARDCOVER	
House	1,690 Sq. Ft.
Concrete Surfaces	974 Sq. Ft.
Permeable Pavers	1,028 Sq. Ft.
TOTAL PROPOSED HARDCOVER	3,692 Sq. Ft.
AREA OF LOT	6,009 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	61.4%

PROPOSED BUILDING COVERAGE	
House	1,690 Sq. Ft.
Conc. Stoop	115 Sq. Ft.
Stoop Credit (2)	-100 Sq. Ft.
TOTAL PROPOSED HARDCOVER	1,705 Sq. Ft.
AREA OF LOT	6,009 Sq. Ft.
PERCENTAGE OF HARDCOVER TO LOT	28.4%

PROPOSED ELEVATIONS
FIRST FLOOR (SUB-FLOOR) = 895.76
TOP OF FOUNDATION = 895.32
BASEMENT FLOOR = 885.62
GARAGE FLOOR = 895.00



LEGEND

EXISTING CONTOUR	– – –894– – –
EXISTING SPOT ELEVATION	X 894.5
PROPOSED CONTOUR	——894——
PROPOSED ELEVATION/SPOT ELEVATION	894.5
DRAINAGE ARROW – FLOW	⟹
SILT FENCE/STRAW LOGS	—— SF ——
TREE REMOVAL	

DATE	REVISION DESCRIPTION
8/11/16	TO SHOW EAVE AND PEAK ELEVATIONS
9/21/16	REVISED HOUSE PLAN
12/6/16	ADDED PERMEABLE PAVERS TO AUTOCOURT
12/6/16	REVISED AREA OF PERMEABLE PAVERS
1/17/17	TO SHOW FOUNDATION AS-BUILT

DRAWING ORIENTATION & SCALE
0 10' 20'

CLIENT NAME / JOB ADDRESS
[redacted]
4608 CASCO DRIVE
EDINA, MN

Advance
Surveying & Engineering, Co.
5300 South Hwy. No 101
Minnetonka, Minnesota 55345
Phone (952) 474-7964
Web: www.advsur.com

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Wayne Prudhs
Wayne W. Prudhs
#43503
LICENSE NO.
JANUARY 17, 2017
DATE

DATE SURVEYED: APRIL 22, 2016
DATE DRAFTED: SEPTEMBER 21, 2016

SHEET TITLE
FOUNDATION AS-BUILT
DRAWING NUMBER
170024 WP

SHEET NO.
S1
SHEET 1 OF 1

4507 EDINA BOULEVARD
PID 01-028-24-21-0072

LOT 4

TOP OF BLOCK ELEVATION = 902.37

N 84°02'55" E 150.10' (M) 150.22' (R)

SOUTHERLY LINE OF LOT 4

NORTHERLY LINE OF LOT 5

CRETE DRIVEWAY

8" ORNAMENTAL

WINDOW WELLS

WINDOW WELL

OXIMATE LOCATION
S SERVICE MAIN
R UTILITY MAPS

10' SIDE SETBACK LINE

NOTE:
POOL EQUIPMENT TO
BE LOCATED IN LOWER
LEVEL MECHANICAL

PROPOSED
6' CEDAR FENCE
BETWEEN BRICK
POSTS (TYP.)

10' POOL SETBACK LINE

48" TALL GARDEN
WALL W/ WATER FEATURE

EASTERLY LINE OF LOT 5

PROPOSED
POOL

4-FOOT
REQUIRED
POOL
DECK

PROPOSED
ADDITIONAL
HARD
SURFACE
14.43'

FOUND
1/2" IRON PIPE
N 32°19'05" W
0.82'

LOT 16

S 05°41'30" E 80.13'

BUILDING CURRENTLY UNDER RENOVATION

4509 EDINA BOULEVARD

2-STORY BRICK STRUCTURE

BUILDING FOOTPRINT AREA = 2,760 SQUARE FEET

PID 18-028-24-21-0073

THRESHOLD
ELEVATION
= 902.37

CONCRETE PORCH
W / STEPS

WINDOW WELL

BRICK PORCH
W / STEPS

THRESHOLD
ELEVATION
= 903.28

TOP OF BLOCK
ELEVATION
= 902.24

30' FRONT SETBACK LINE

WINDOW WELLS

25' REAR SETBACK LINE

10' POOL SETBACK LINE

LAWN

14" BALSAM

16" BALSAM

(2)-4" & (1) 8"
MAPLES

PROPOSED SELF CLOSING
48" TALL WROUGHT
IRON GATES (TYP.)

PROPOSED
6' CEDAR FENCE
BETWEEN BRICK
POSTS (TYP.)

SET
SURVEY MONUMENT
MARKED
"KEMPER 18407"

CONCRETE DRIVEWAY

10' SIDE SETBACK LINE

SOUTHERLY LINE OF LOT 5

S 84°09'07" W 147.31' (M) 146.9' (R)

BLOCK 7,

COUNTRY CLUB
DISTRICT,
BROWN SECTION

ADJACENT PROPERTY
4508 WOODDALE AVENUE
PID 18-028-24-21-0084

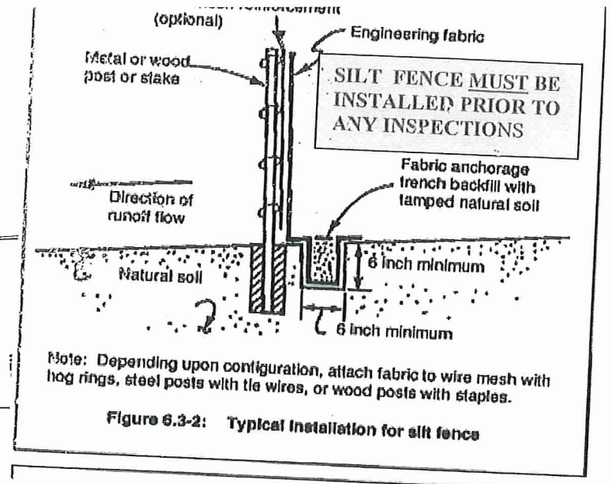
LOT 16

Approved Grading and
Drainage Plan
required prior to
any grades
and/or drainage

SILT FENCING IS
REQUIRED

CONCEPT
APPROVED
Date 9-12-06
By GB
City of Edina Bldg. Dept.

#41999



Note: Depending upon configuration, attach fabric to wire mesh with hog rings, steel posts with tie wires, or wood posts with staples.

Figure 6.3-2: Typical installation for silt fence

H80%

The CITY of EDINA

Zoning Ordinance Amendment

Revisions from January 4, 2022

The CITY of EDINA

a. The following improvements shall be excluded when computing building coverage:

1. ~~Driveways and sidewalks, but not patios, subject to subsection (1)d.1 of his section.~~
2. ~~Parking lots and parking ramps.~~
3. ~~Accessory recreational facilities not enclosed by solid walls and not covered by a roof, including outdoor swimming pools, tennis courts and shuffleboard courts.~~
4. ~~1.~~ Unenclosed steps and stoops less than 50 square feet.
5. ~~2.~~ Overhanging eaves and roof projections not supported by posts or pillars.

Revisions from January 4, 2022

The CITY of EDINA

(8) ~~Additions to, or replacement of, single dwelling unit buildings with a first-floor elevation of more than one foot above the existing first floor elevation of the existing dwelling unit building require a variance per [article II], division 3. Such additions to, or replacements of, single dwelling unit buildings must meet one or more of conditions a-c and always meet condition d.:~~ If one of the conditions below exist on site, the one-foot requirement in (7) above could be increased to the minimum extent possible, as long as the low floor elevation is no higher than 2.5 feet above the high-water elevation and the basement ceiling height is no taller than 9 feet.

Revisions from January 4, 2022

The CITY of EDINA

(a) Front Street Setbacks on France Avenue between Highway 62 and Minnesota Drive and the on York Avenue between 66th Street and 78th Street: A 50-foot setback is required from the face of the curb to the face of building. Above a building height of 60-feet the additional height must step back 10 feet from the face of the building.

(b) Front Street Setbacks on streets other than France Avenue and York Avenue: A 30-foot setback is required from the face of curb to the face of building. ~~with a building podium height of 60 feet.~~ Above a building height of 60-feet the additional height must step back 30 feet from the face of the building to a maximum height of 105 feet. Any height above 105 feet must step back an additional 10 feet from the face of the building. ~~the 60-foot height limit, additional height should step back 30 feet from the face of the building, to a maximum height of 105 feet. Any height about 105 feet should step back and additional 10 feet from the face of the building.~~

Recommendation

- Grant second reading of Ordinance 2022-01.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VIII.B.

To: Mayor and City Council

Item Type: Report / Recommendation

From: Cary Teague, Community Development Director

Item Activity: Action

Subject: Resolution No. 2022-09, Preliminary and Final Plat for 5300 Kelsey Terrace

---

ACTION REQUESTED:
Adopt Resolution No. 2022-09 approving the preliminary and final plat for 5300 Kelsey Terrace.

INTRODUCTION:
Cliff and Nancy Anderson are requesting subdivision of their property at 5300 Kelsey Terrace into two lots. The existing home on the lot would remain, and a new home built on Lot 2. This property was originally platted as two lots. The applicant is simply proposing to restore the original plat and to meet all minimum lot size requirements. To accommodate the request, a subdivision is required.

ATTACHMENTS:

Resolution No. 2022-09

Staff Reports; December 15, 2021 Planning Commission Staff Report and Engineering Memo

Better Together Public Hearing Comment Report

Site Location, Zoning & Original Plat

Applicant Narrative

Proposed Plans and Plat

Staff Presentation

RESOLUTION NO. 2022-09

APPROVING PRELIMINARY AND FINAL PLAT AT 5300 KELSEY TERRACE

BE IT RESOLVED by the City Council of the City of Edina, Minnesota, as follows:

Section 1. BACKGROUND.

1.01 Cliff and Nancy Anderson are requesting a subdivision of their property at 5300 Kelsey Terrace into two lots. The existing home on the lot would remain, and a new home built on Lot 2. This property was originally platted as two lots. The applicant is simply proposing to restore the original plat and to meet all minimum lot size requirements.

1.02 Within this neighborhood, the median lot area is 21,056 square feet, median lot depth is 154 feet, and the median lot width is 141 feet. The new lots meet these requirements.

1.03 The following described tract of land is requested to be divided:

Lots 1 & 2, Parkwood Knolls 26th Addition, Hennepin County, Minnesota.

1.04 To accommodate the request the following is required:

A subdivision (Preliminary and Final Plat).

1.05 The Subject Property is guided Single Family Residential under the City's Comprehensive Plan and is zoned R-1, Single Dwelling Unit District.

1.06 On December 30, 2021 the Planning Commission held a public hearing. The Planning Commission recommended approval of the Preliminary Plat. Vote: 5 Ayes and 0 Nays.

1.07 On January 4, 2022 the City Council held a public hearing on the proposed subdivision.

Section 2. FINDINGS

2.01 Approval is based on the following findings:

1. The proposed subdivision meets the City's lot size standards; therefore, the applicant is entitled to the request.

2. The proposal re-establishes the original plat of two lots.

3. The proposed subdivision would result in two lots more characteristic of the area.

Section 3. APPROVAL

NOW THEREFORE, it is hereby resolved by the City Council of the City of Edina, approves the Preliminary & Final Plat of 5300 Kelsey Terrace.

Approval is subject to the following Conditions:

1. Prior to issuance of a building permit, the following items must be submitted:

    a. Submit evidence of Nine Mile Creek Watershed District approval.

    b. A curb-cut permit must be obtained from the Edina engineering department.

    c. A grading, drainage and erosion control plan subject to review and approval of the city engineer. The proposed plans shall meet all conditions outlined in the engineering memo dated December 8, 2021, and city standards.

    d. Any disturbance to the roadway caused by the construction of the new homes must be repaired by replacing the asphalt pavement from curb-to-curb and from saw-cut to saw-cut.

    e. A construction management plan will be required for the construction of the new home.

    f. Utility hook-ups are subject to review of the city engineer.

2. All required structure setbacks shall be met, and the tree preservation ordinance met.

Adopted by the City Council of the City of Edina, Minnesota, on January 19, 2022.

ATTEST:_____ _____

Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of January 19, 2022, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ____ day of _____, 2022.

_____

Sharon Allison, City Clerk

STAFF REPORT

Date: December 15, 2021

To: Planning Commission

From: Cary Teague, Community Development Director

Subject: PUBLIC HEARING: Preliminary & Final Plat for 5300 Kelsey Terrace

Information / Background:

Cliff and Nancy Anderson are requesting a subdivision of their property at 5300 Kelsey Terrace into two lots. The existing home on the lot would remain, and a new home built on Lot 2. This property was originally platted as two lots. The applicant is simply proposing to restore the original plat and to meet all minimum lot size requirements. (See applicant narrative and plans attached.) To accommodate the request, a subdivision is required.

Within this neighborhood, the median lot area is 21,056 square feet, median lot depth is 154 feet, and the median lot width is 141 feet. (See attached median calculations.) The new lots meet these requirements.

Surrounding Land Uses

The lots on all sides of the subject properties are zoned and guided low-density residential.

Existing Site Features

The existing site contains a single-family home.

Planning

Guide Plan designation: Single-dwelling residential
Zoning: R-1, Single-dwelling district

Lot Dimensions

	Area	Lot Width	Depth
REQUIRED	21,057 s.f.	141 feet	154 feet
Lot 1	30,344 s.f.	157 feet	194 feet
Lot 2	28,924 s.f.	141 feet	197 feet

Setbacks

The front setback that is demonstrated on the plat (30 feet) which is an average of the lots on eitherside of the existing lot. Side and rear setbacks would also be met.

Grading/Drainage and Utilities

The new lot was mass graded for a new home pad as part of the original subdivision development. The city engineer has reviewed the proposed plans and found them acceptable at this stage, subject to conditions. (See the attached memo from the city engineer.) Drainage would generally flow to the west to the existing pond and to the east toward Kelsey Terrace, away from the adjacent properties to the north and south. The detailed grading plans for a specific new home would be reviewed by the city engineer at the time of a building permit application and would need to meet all city standards. A construction management plan will be required for the construction of the new home.

Trees

The applicant would be required to replace trees that are removed outside of the building pad and driveway areas. This would be reviewed at the time of building permit to ensure compliance.

Park Dedication

Because this lot was originally platted as two lots; the proposal is to restore the original plat, no park dedication is required.

Recommendation

Recommend that the City Council approve the proposed two lot subdivision (Preliminary and Final Plat of 5300 Kelsey Terrace. Approval is based on the following findings:

1. The proposed subdivision meets the City's lot size standards; therefore, the applicant is

entitled to the request.

2. The proposal re-establishes the original plat of two lots.

3. The proposed subdivision would result in two lots more characteristic of the area.

Approval is subject to the following conditions:

1. Prior to issuance of a building permit, the following items must be submitted:

    a. Submit evidence of Nine Mile Creek Watershed District approval.

    b. A curb-cut permit must be obtained from the Edina engineering department.

    c. A grading, drainage and erosion control plan subject to review and approval of the city engineer. The proposed plans shall meet all conditions outlined in the engineering memo dated December 8, 2021, and city standards.

    d. Any disturbance to the roadway caused by the construction of the new homes must be repaired by replacing the asphalt pavement from curb-to-curb and from saw-cut to saw-cut.

    e. A construction management plan will be required for the construction of the new home.

    f. Utility hook-ups are subject to review of the city engineer.

2. All required structure setbacks shall be met, and the tree preservation ordinance met.

Deadline for a City Decision: February 15, 2022

DATE: 12/8/2021
TO: Cary Teague – Planning Director
FROM: Zuleyka Marquez, PE – Graduate Engineer
RE: **5300 Kelsey Terr - Variance Review**

The Engineering Department has reviewed the subject property for street and utility concerns, grading, stormwater, erosion and sediment control and for general adherence to the relevant ordinance sections.

This review was performed at the request of the Planning Department; a more detailed review will be performed at the time of building permit application. Plans reviewed included an existing conditions survey, proposed grading and drainage plan, and plat dated 11/12/21.

Summary of Work

The applicant proposes to re-establish the original plat (i.e., a subdivision of the existing lot with a future new home on the proposed Lot 2).

Easements

Drainage and utility easements are shown on the plat along property lines.

Grading and Drainage

The existing site drains to Kelsey Terr and private property, with platted drainage and utility easement, which drain to constructed ponds. Proposed grading for Lot 2 is not included. The grading plan indicates that grading would be defined at the time of a new home project.

Stormwater Mitigation

The proposed grading and drainage plan has the following note:

> 2. STORMWATER MANAGEMENT:
>
> STORMWATER RUN-OFF IS ACCOMODATED WITH PARKWOOD KNOLLS 26 & 27TH ADDITIONS POND SYSTEM. IN ADDITION, LOT 2 WILL REQUIRE DRAINAGE AND EROSION CONTROL IN ACCORDANCE WITH NINE MILE CREEK WATERSHED DISTRICT REQUIREMENTS WITH BUILDING PERMIT.

The pond system constructed during the Parkwood Knolls 26 and 27th Additions exceed capacity in the 10% and 1% annual chance flood events. This site drains to a structural flooding issue in the NMN_62e subwatershed. Thus, the City requires volume control for all new impervious, which is not included. The plan does not demonstrate compliance with Nine Mile Creek Watershed District requirements at this time.

The City would require a final grade as-built survey and inspection to verify compliance with an approved stormwater plan.

Floodplain Development
The lowest floor elevation is required at no less than 2' above the outlet elevation for the constructed pond in the backyard.

Erosion and Sediment Control
An erosion and sediment control plan consistent with City of Edina Building Policy SP-002 was not submitted.

Street and Driveway Entrance
Kelsey Terr has surmountable curb. A new driveway entrance would need to comply with standard plate 400. The street was constructed in 2006. Mill and overlay is scheduled for 2025. Refer to standard plates 540 and 543 for patching requirements before 2025.

Public Utilities
Water and sanitary are served from Kelsey Terr for lots 1 and 2. Existing service laterals for lot 2 terminate at the property line. A one-inch water service line from the curb stop to the dwelling is required per the City's policy SP-024. Sewer and water connection fees shall be paid prior to building permit issuance.

Miscellaneous
A Nine Mile Creek Watershed District permit may be required, applicant will need to verify with the district.

A well is not likely located onsite. Thus, coordination with Minnesota Department of Health will not be required.

Survey Responses

Public Hearing Comments- 5300 Kelsey Terrace

Better Together Edina

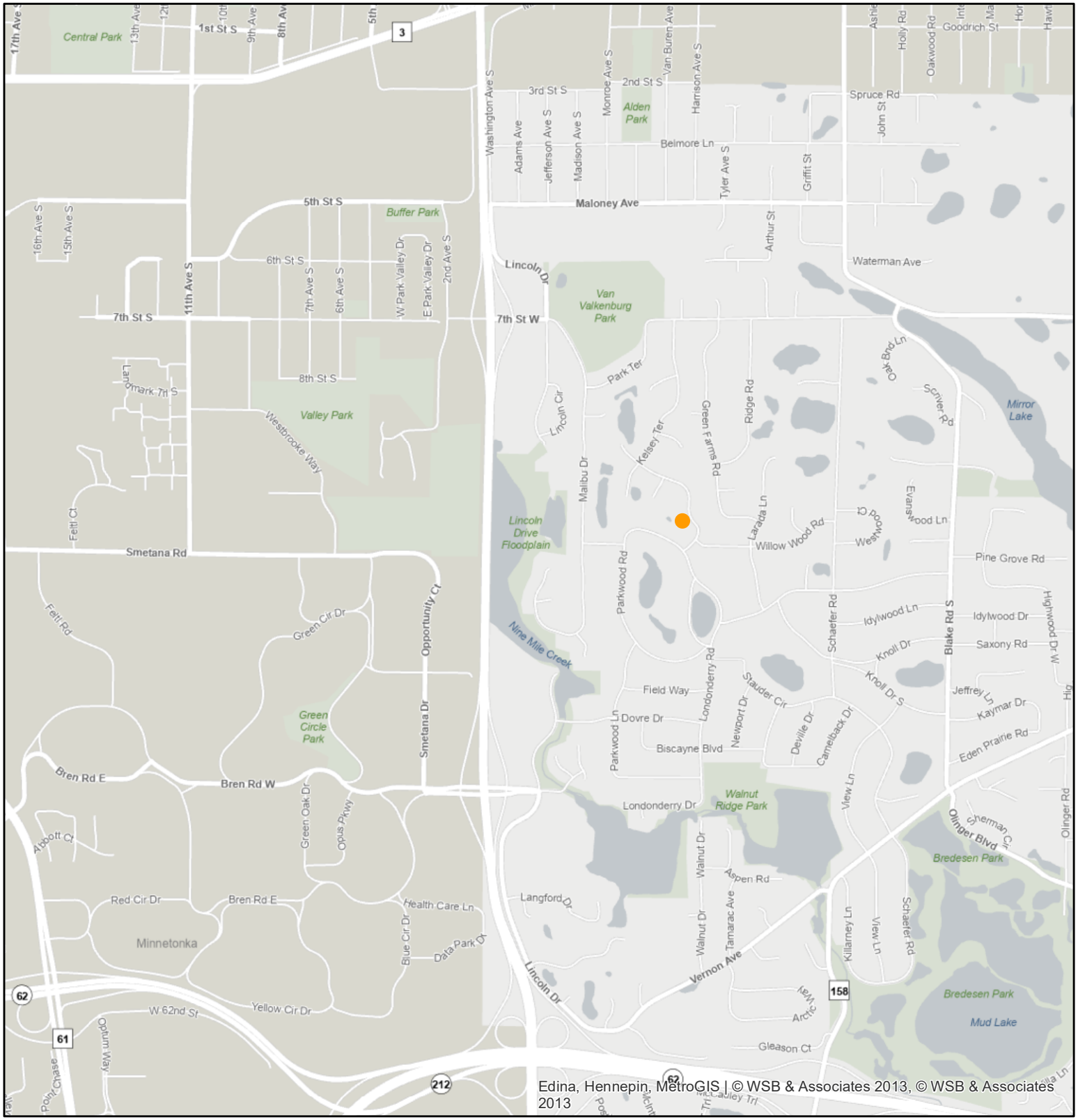
Project: Public Hearing: 5300 Kelsey Terrace Subdivision

BANG THE TABLE engagementHQ

VISITORS					
3					
CONTRIBUTORS			RESPONSES		
0			0		
0	0	0	0	0	0
Registered	Unverified	Anonymous	Registered	Unverified	Anonymous

No Responses

Site Location



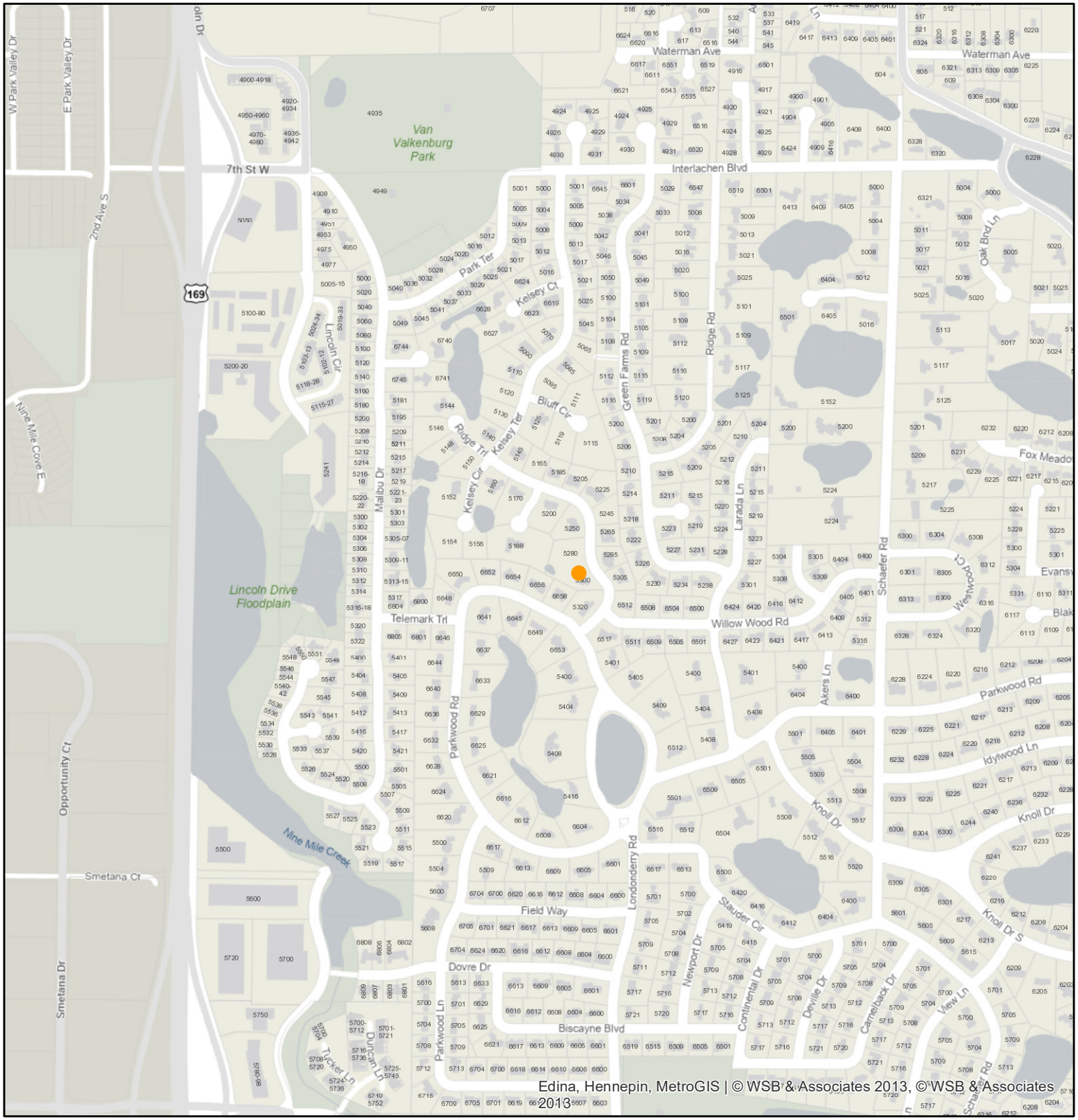
1 in = 1,505 ft

The CITY of EDINA

N
W E
S

December 9, 2021

Site Location



1 in = 752 ft

Addresses

The CITY of EDINA

N
W E
S

December 9, 2021

Site Location

1 in = 188 ft

Addresses

The CITY of EDINA

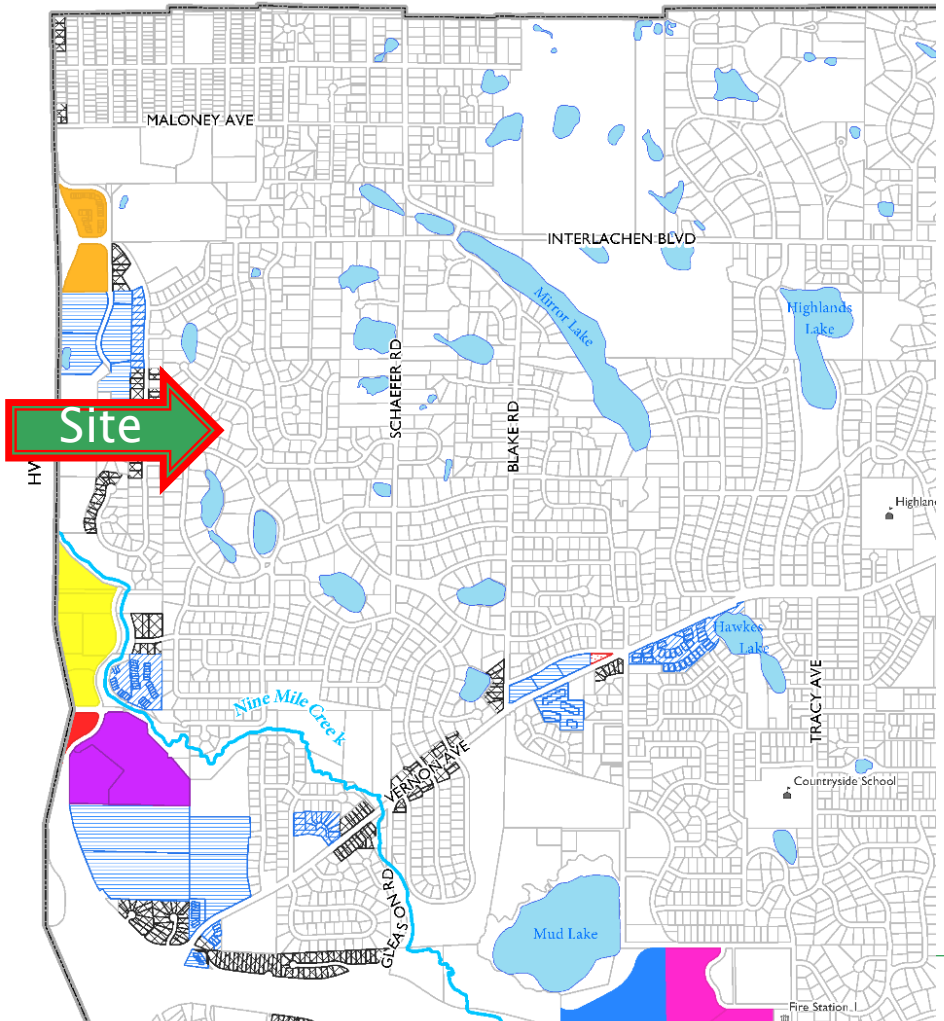
N
W E
S

December 9, 2021

Site Location

The CITY of EDINA

Zoning Map



Legend

- R-1 - Single Dwelling Unit
- ~~R-2 - Double Dwelling Unit~~
- PRD-1 - Planned Residence
- PRD-2 - Planned Residence
- PRD-3 - Planned Residence
- PRD-4 - Planned Residence
- PRD-5 - Planned Residence
- PCD-1 - Planned Commercial
- PCD-2 - Planned Commercial
- PCD-3 - Planned Commercial
- PCD-4 - Planned Commercial
- POD-1 - Planned Office
- POD-2 - Planned Office
- RMD - Regional Medical
- PID - Planned Industrial
- PUD - Planned Unit Development
- APD - Automotive Parking
- PSR-4 - Planned Residence
- MDD-4 - Mixed Development
- MDD-5 - Mixed Development
- MDD-6 - Mixed Development
- Lakes
- Creeks

PARKWOOD KNOLLS 26TH ADDITION

R. T. DOC. NO._____

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

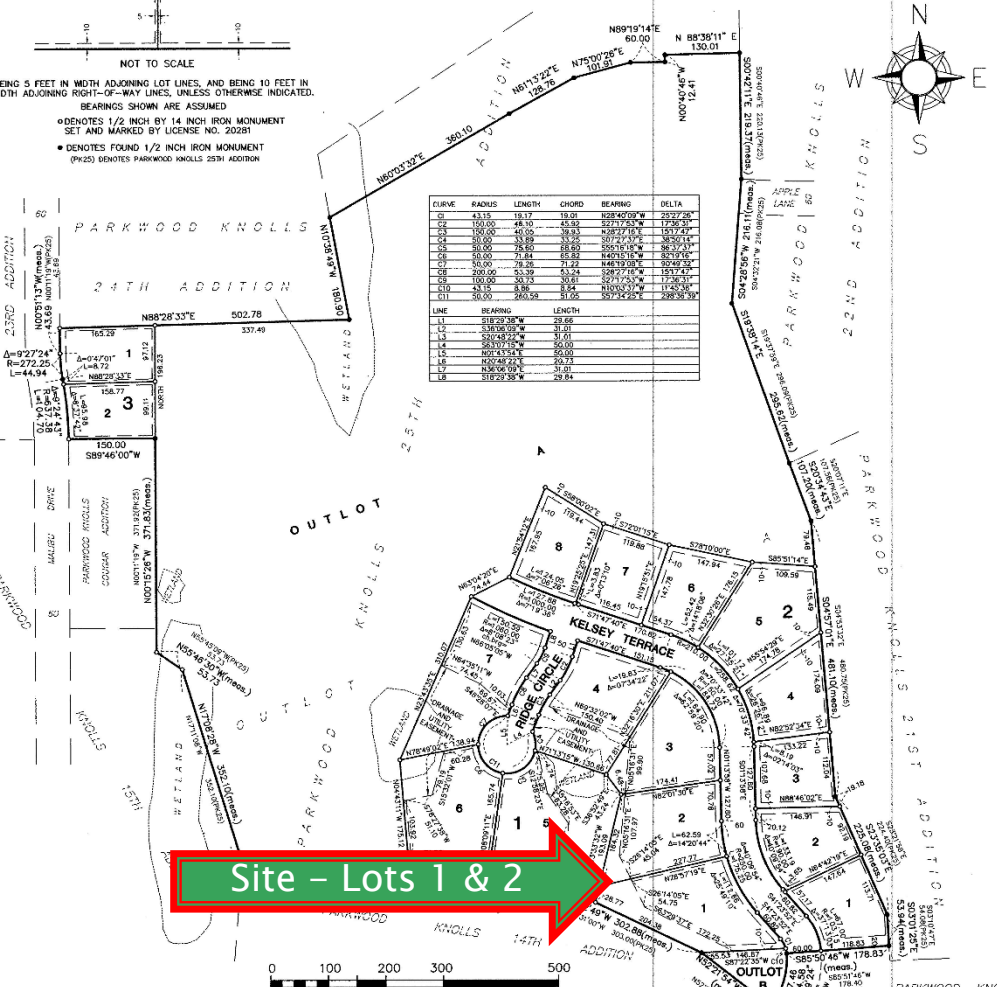
NOT TO SCALE

EING 5 FEET IN WIDTH ADJOINING LOT LINES, AND BEING 10 FEET IN
DTH ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED.

BEARINGS SHOWN ARE ASSUMED

○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 20281

● DENOTES FOUND 1/2 INCH IRON MONUMENT (PK25) DENOTES PARKWOOD KNOLLS 25TH ADDITION


N
W
E
S
N89°19'14"E
60.00
N 88°38'11" E
130.01
N75°00'26"E
101.91
N61°13'22"E
128.76
N00°40'45"W
12.41
S00°42'11"E 218.37(meas.)
N60°03'32"E
360.10
N00°13'13"W 69.59(meas.)
N00°49'36"W 101.90
N88°28'33"E
502.78
337.49
165.29
158.77
150.00
S89°46'00"W
Δ=9°27'24"
R=272.25
L=44.94
Δ=0°47'01"
L=8.72
N88°28'33"E
S89°35'14"E
295.61(meas.)
S00°34'46"E
107.20(meas.)
S85°51'14"E
S85°37'01"E
481.10(meas.)
S00°42'25"E 216.19(meas.)
S00°42'25"E 36.90(meas.)
S00°42'25"E 216.19(meas.)
S00°42'25"E 216.19(meas.)
S00°42'25"E 216.19

PRELIMINARY AND FINAL PLAT APPLICATION
5300 Kelsey Terrace

Explanation of Request

Clifford and Nancy Anderson purchased Lot 1, Parkwood Knolls 26th Addition, and built their home on it in 2007. In 2013, they purchased the neighboring, undeveloped Lot 2 and combined Lots 1 and 2 into a single tax parcel. The Andersons now wish to divide the property back into separate tax parcels, allowing the second lot to be developed with a single-family home. The lot configuration in the new plat, the proposed Parkwood Knolls 28th Addition, will be adjusted slightly so that all lot dimensions comply with zoning requirements without variance.

The property is zoned R-1, Single Dwelling Unit District, which establishes a minimum lot area of 9,000 square feet, minimum lot width of 75 feet and minimum lot depth of 120 feet. However, these minimum lot dimension requirements are increased to the median lot area, width and depth of lots within 500 feet if any of those median dimensions exceed the base requirement of the R-1 District.

As certified to by the surveyor and shown on the table of lot dimensions for properties within 500 feet of 5300 Kelsey Terrace, the following are the median lot dimensions in this neighborhood:

Median lot area = 21,056.7 square feet
Median lot width = 141 feet
Median lot depth = 154.5 feet

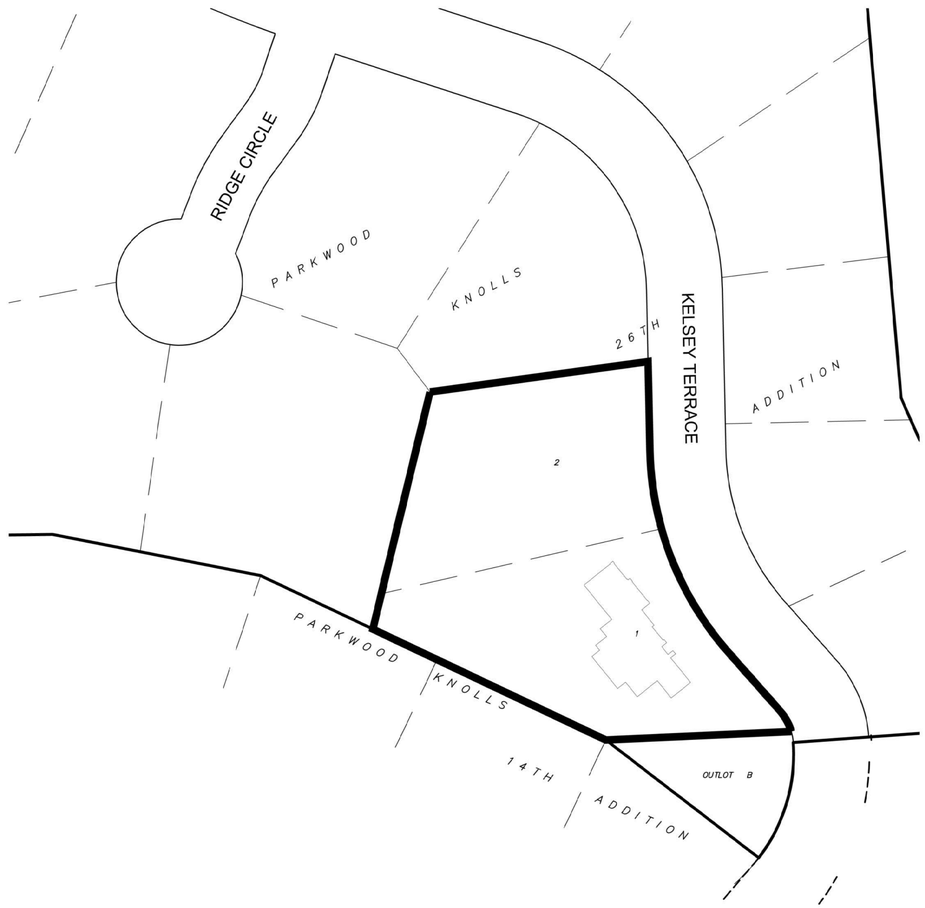
The dimensions of the proposed subdivided lots are as follows:

	Lot 1	Lot 2
Lot area:	30,344 sf	28,924 sf
Lot width:	157.3 feet	141.2 feet
Lot depth:	194.9 feet	197.0 feet

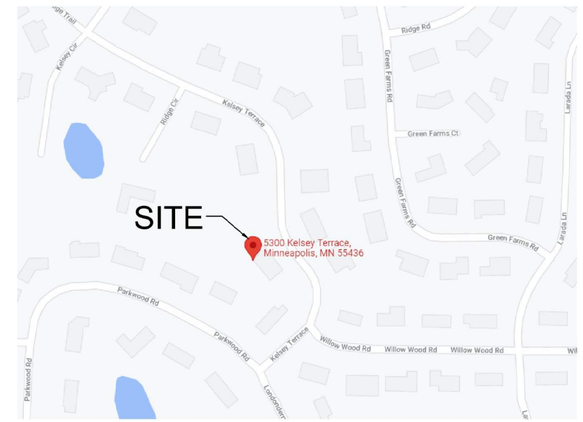
Both proposed lots will exceed the median lot area, width and depth dimensions of the neighborhood.

The proposed subdivision is consistent with the platting and anticipated development of this property that was approved in 2004 as the Parkwood Knolls 26th Addition. The proposed subdivision complies with all current requirements of the zoning and subdivision ordinances and will allow for construction of an additional single-family home in an area guided in the comprehensive plan for low density residential future land use. The applicant respectfully requests approval of the preliminary and final plat.

PARKWOOD KNOLLS 28TH ADDITION
EDINA, MN



LOCATION MAP N.T.S.



N

0 60' 120'

INDEX

SHEET	DESCRIPTION
C1	COVER SHEET
C2	EXISTING CONDITIONS SURVEY
C3	PRELIMINARY PLAT
C4	GRADING & DRAINAGE PLAN
C5	UTILITY PLAN & STREET PLAN
C6	FINAL PLAT

APPLICANT

ANDERSON - REDA CO.
4920 LINCOLN DR.
EDINA, MN 55436

SURVEYOR & ENGINEER

ANDERSON ENGINEERING OF MN, LLC
13605 1ST AVENUE NORTH, SUITE 100
PLYMOUTH, MN 55441
763-412-4000

ANDERSON
13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

PARKWOOD KNOLLS 28TH ADDITION

5300 KELSEY TERRACE
EDINA, MN 55436

ANDERSON - REDA, CO.
4920 LINCOLN DR.
EDINA, MN 55436

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: TROY J. GAMBLE, PE

SIGNATURE: NOT FOR CONSTRUCTION

DATE: 11/12/2021 LICENSE NO. 23137

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS

CITY SUBMITTAL
11/12/2021

DESIGNED:	DRAWN:	CHECKED BY:
TJG	PSH	TJG

DRAWING TITLE

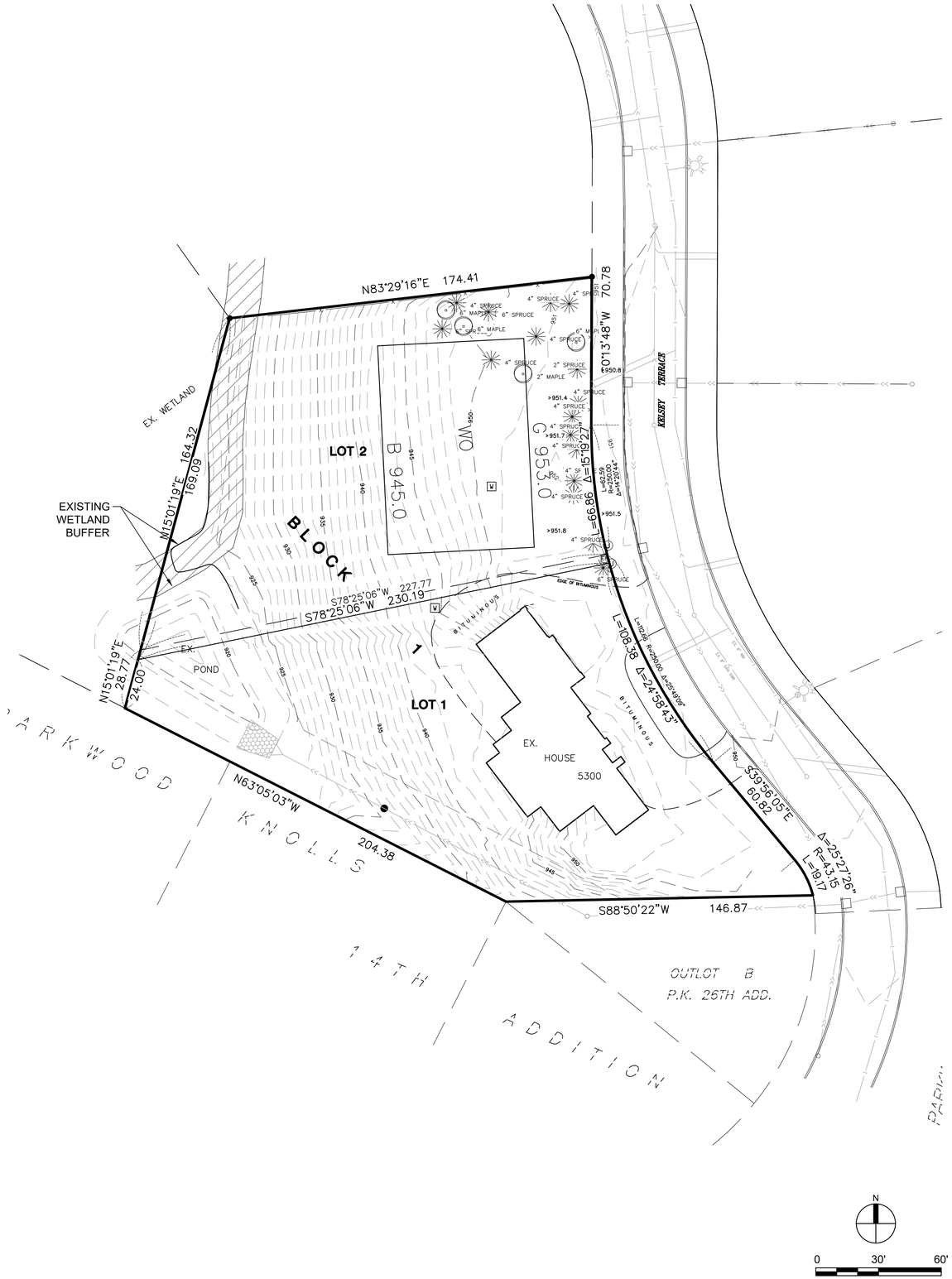
COVER SHEET

DRAWING NO.

C1

PLOTTED:	COMM. NO.
----	16529

Nov 15, 2021 – 2:34pm tgamble Y:\16500\16529 ANDERSON REDA – LZB1 PW26TH – 5280 KELSEY TER\16529_C_COVER.dwg
Xref Filename: \ 16523_s_base_civil \ 9588base \ 16529 Title Block\



EXISTING CONDITIONS SURVEY

SURVEY FOR: **ANDERSON - REDA**

PROPERTY ADDRESS:
5300 KELSEY TERRACE, Edina, Minnesota.

LEGAL DESCRIPTION:
Lot 1 and 2, Block 1, Parkwood Knolls 26th Addition, Hennepin County, Minnesota

CERTIFICATION:

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated: August 11, 2021

Anderson Engineering of Minnesota, LLC

by: _____

David Anderson
Minnesota License No. 43501

NOTES:

1. The horizontal datum and bearings are based on the Hennepin County Coordinate System NAD83 (2011).
2. The vertical datum is NAVD 88. The site bench mark is the top nut of the hydrant located on the west side of Plymouth Road and approximately 150 feet south of its tee intersection with Amy Lane (depicted hereon). Elevation = 981.58 feet.
3. The area of the property addressed is 59,510 sf of 1.37 acres.
4. The location and extent of underground utilities, if shown, are based upon existing drawings provided by the utility companies, above ground evidence and Gopher State One Call markings per ticket numbers 211651304 and 211651305. Exclusive of excavation, there is no guarantee as to the accuracy or the completeness of this information. The size and location should be considered approximate. Additional underground utilities may be present. Verification of the existence and location of all utilities should be obtained from the utility owners prior to any planning or design. In accordance with State Statute, the location of utilities shall be confirmed prior to any demolition or construction.
5. The tree information shown hereon was collected during the field survey by non–forestry trained Anderson Engineering of Minnesota survey personnel. Tree sizes are estimates and locations are accurate to plus or minus three feet.
6. The legal description and easement information were provided by Chicago Title Insurance Company, Commitment for Title Insurance, Commitment Nos. 58624 and 58625, issued by its agent, Commercial Partners Title and dated May 10, 2021.
7. According to the City of Edina, the subject property is zoned R–1 and has the building setback requirements listed below. It is recommended that the property owner obtain a zoning letter from the City to verify all conditions that affect the property through the city zoning ordinance. This survey does not purport to describe all conditions contained in said ordinance.

BUILDING SETBACKS
Front= 35 feet
Rear = 20% of lot depth or 40 feet, whichever is less.
Side = Aggregate of 30 feet. Minimum of 10 feet on one side.

LEGEND

AIR CONDITIONER	COMMUNICATION
AREA DRAIN	FENCE
CATCH BASIN	FIBER OPTICS
CLEAN OUT	GAS MAIN
COMMUNICATION JUNCTION BOX	OVERHEAD WIRES
CULVERT	SANITARY SEWER
ELECTRIC BOX	STORM SEWER
ELECTRIC METER	UNDERGROUND ELECTRIC
GAS METER	WATER MAIN
GAS VALVE	BITUMINOUS SURFACE
POST	CONCRETE SURFACE
HANDHOLE COMMUNICATIONS	TRUNCATED DOMES
HYDRANT	WETLAND
LIGHT POLE	DEPRESSION CONTOUR
POWER POLE	WALL
POWER POLE ANCHOR	CONIFEROUS TREE
ROOF DRAIN	DECIDUOUS TREE
SANITARY MANHOLE	HIGH PRIORITY TREE
SIGN	DIP DUCTILE IRON PIPE
STORM MANHOLE	HDPE HIGH–DENSITY POLYETHYLENE PIPE
STOP BOX	PVC POLYVINYL CHLORIDE PIPE
WATER VALVE	RCP REINFORCED CONCRETE PIPE
FOUND IRON MONUMENT	
SET MONUMENT WITH L.S. NO. 43501	
HENNEPIN CO. CAST IRON MONUMENT	

ANDERSON
13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

PARKWOOD KNOLLS 28TH ADDITION

5300 KELSEY TERRACE
EDINA, MN 55436

ANDERSON - REDA, CO.
4920 LINCOLN DR.
EDINA, MN 55436

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: TROY J. GAMBLE, PE

SIGNATURE: **NOT FOR CONSTRUCTION**

DATE: 11/12/2021 LICENSE NO. 23137

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS

CITY SUBMITTAL
11/12/2021

DESIGNED:	DRAWN:	CHECKED BY:
TJG	PSH	TJG

DRAWING TITLE

EXISTING CONDITIONS

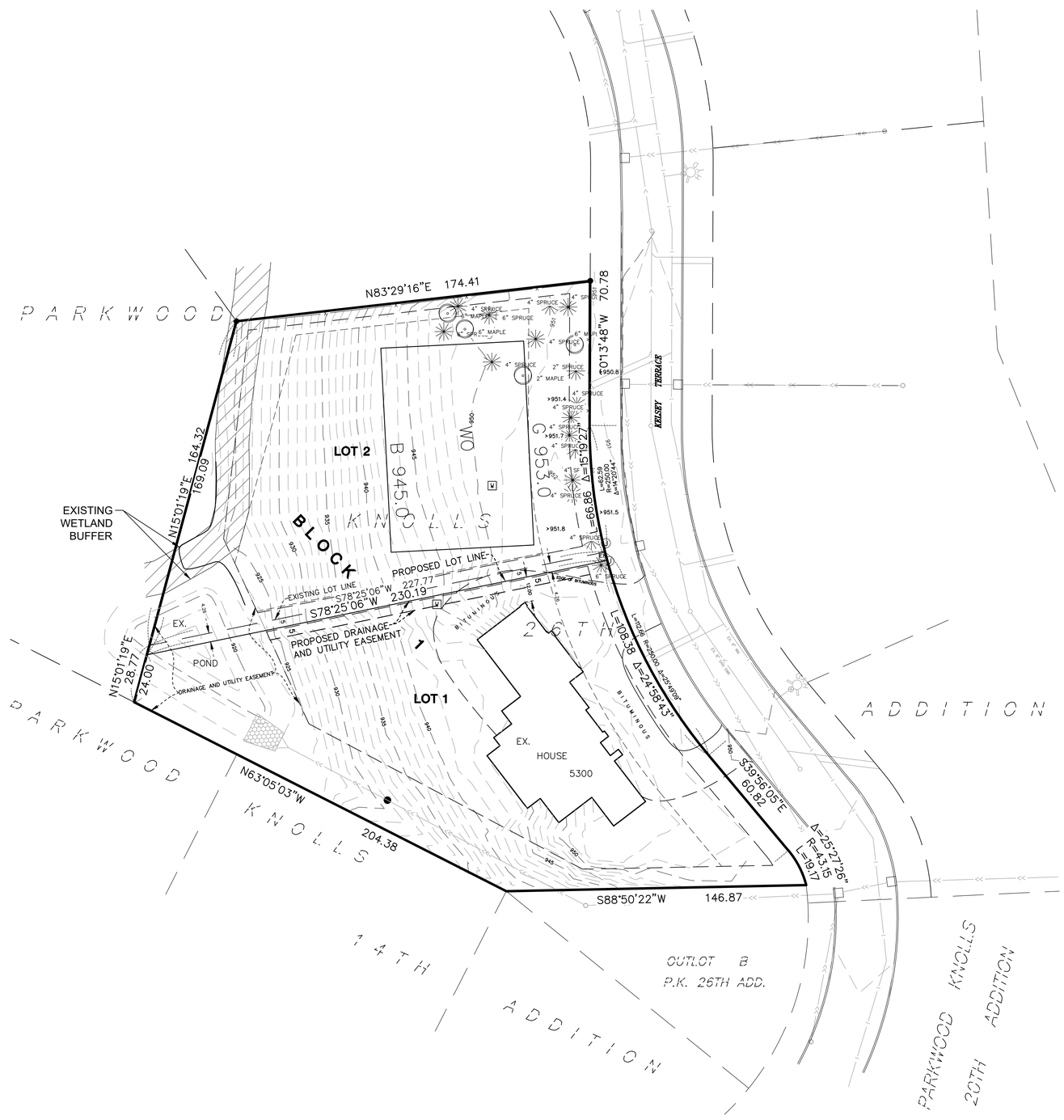
DRAWING NO.

C2

PLOTTED:	COMM. NO.
----	16529

Nov 15, 2021 – 2:37pm docths Y:\16500\16529 ANDERSON REDA –L2B1 PW26TH – 5280 KELSEY TER\16529_EX_COND.dwg
Xref Filename: \ 16529 Title Block \ 16529_CIVIL_BASE\

PRELIMINARY PLAT OF: PARKWOOD KNOLLS 28TH ADDITION



N

0 30' 60'

LEGEND

- CATCH BASIN
- COMMUNICATION JUNCTION BOX
- ELECTRIC BOX
- CONIFEROUS TREE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- RIP-RAP
- PROPERTY LIMITS
- ADJACENT PROPERTY
- BUILDING SETBACKS
- EXISTING DRAINAGE AND UTILITY EASEMENT
- WETLAND BUFFER LINE
- WETLAND BUFFER

SITE DATA

LEGAL DESCRIPTION:

LOT 1 & 2, BLOCK 1, PARKWOOD KNOLLS 26TH ADDITION
HENNEPIN COUNTY, MINNESOTA

ZONING: R-1

PARCEL AREA: 59,268 SF

PROPOSED LOTS:

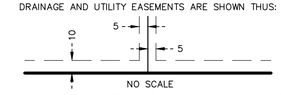
LOT 1: 30,344 SF
LOT 2: 28,924 SF

LOT WIDTHS	LOT DEPTH	LOT PERIMETER
LOT 1: 157.3 FT	LOT 1: 194.9 FT	LOT 1: 793.8 FT
LOT 2: 141.2 FT	LOT 2: 197.0 FT	LOT 2: 711.3 FT

LOT WIDTH TO PERIMETER RATIO

LOT 1: 0.1981
LOT 2: 0.1985

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AND 5 FEET IN WIDTH AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

1 DRAINAGE & UTILITY EASEMENTS
NTS

ANDERSON

13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

PARKWOOD KNOLLS 28TH ADDITION

5300 KELSEY TERRACE
EDINA, MN 55436

ANDERSON - REDA, CO.
4920 LINCOLN DR.
EDINA, MN 55436

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PRINT NAME: TROY J. GAMBLE, PE

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DATE: 11/12/2021 LICENSE NO. 23137

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS

CITY SUBMITTAL
11/12/2021

DESIGNED:	DRAWN:	CHECKED BY:
TJG	PSH	TJG

DRAWING TITLE

PRELIMINARY PLAT

DRAWING NO.

C3

PLOTTED:	COMM. NO.
----	16529

Nov 15, 2021 – 2:02pm dochs Y:\16500\16529 ANDERSON REDA –L2B1 PW26TH – 5280 KELSEY TER\16529_PRELIM_PLAT.dwg
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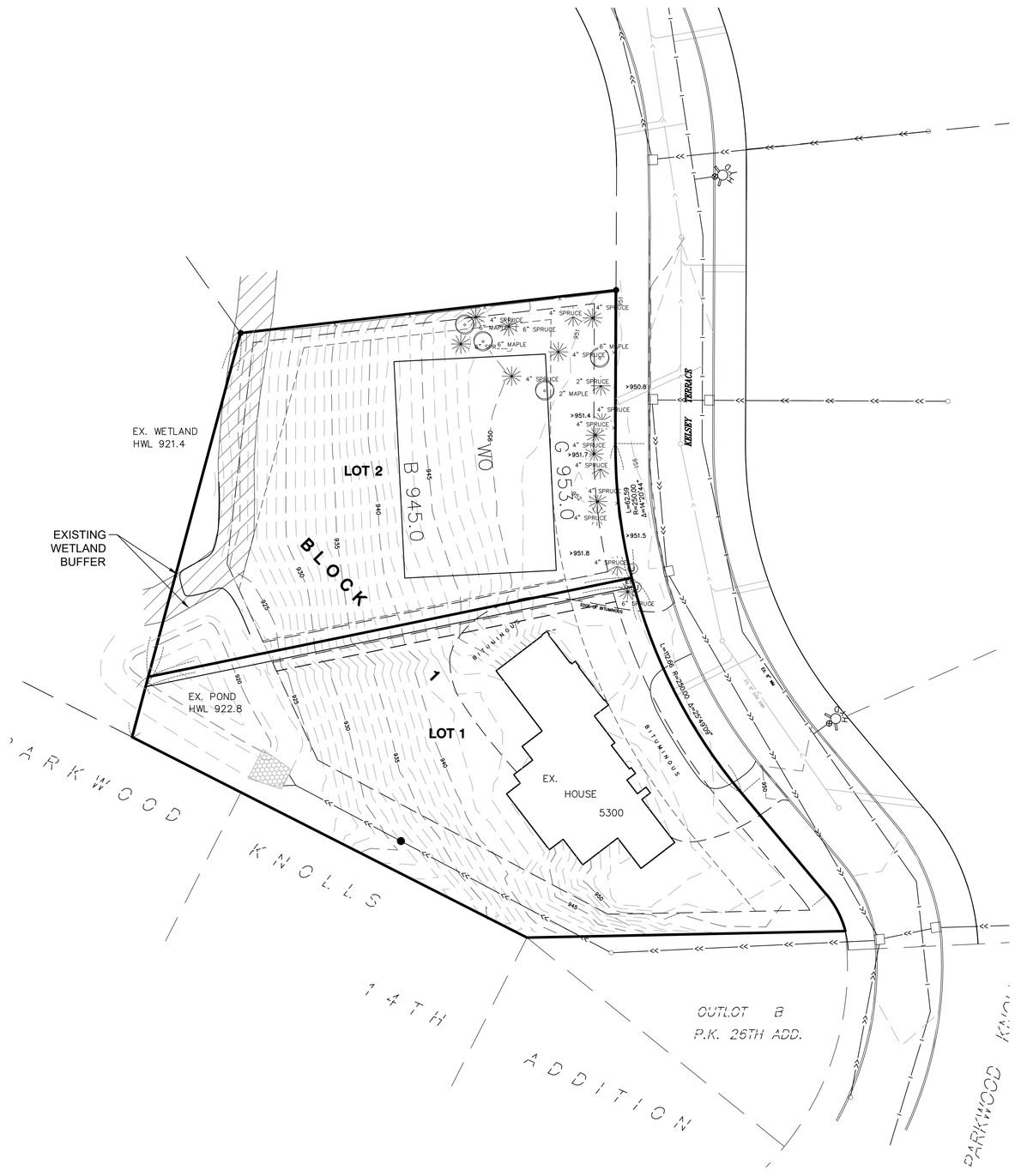

N

0 30' 60'

LEGEND

	PROPERTY LIMITS
966	EXISTING MINOR CONTOUR
965	EXISTING MAJOR CONTOUR
	WETLAND BUFFER LINE

SPOT ELEVATION KEY

FG	FINISHED GRADE
±	EXISTING GRADE
FL	GUTTER FLOW LINE
HP	HIGH POINT ELEVATION
LP	LOW POINT ELEVATION
R.	RIM ELEVATION
I.	INVERT ELEVATION
TOB	TOP OF BERM ELEVATION
EOF	EMERGENCY OVERFLOW ELEVATION

NOTES

1. GRADING:

LOT 2 GRADING WILL OCCUR DURING HOME CONSTRUCTION.

2. STORMWATER MANAGEMENT:

STORMWATER RUN-OFF IS ACCOMODATED WITH PARKWOOD KNOLLS 26 & 27TH ADDITIONS POND SYSTEM. IN ADDITION, LOT 2 WILL REQUIRE DRAINAGE AND EROSION CONTROL IN ACCORDANCE WITH NINE MILE CREEK WATERSHED DISTRICT REQUIREMENTS WITH BUILDING PERMIT.

3. TREE REMOVALS

DETERMINED WITH FINAL LOT GRADING (BUILDING PERMIT)

B 976.0 — MIN. BASEMENT ELEV.
5 — LOT NO.
WO — TYP. WALKOUT HOUSE TYPE
FF 986.0 — FIRST FLOOR ELEV.
G 984.0 — GARAGE ELEV.

TYPICAL HOUSE PAD
NOT TO SCALE

ANDERSON
13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

PARKWOOD KNOLLS 28TH ADDITION

5300 KELSEY TERRACE
EDINA, MN 55436

ANDERSON - REDA, CO.
4920 LINCOLN DR.
EDINA, MN 55436

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PRINT NAME: TROY J. GAMBLE, PE

SIGNATURE: NOT FOR CONSTRUCTION

DATE: 11/12/2021 LICENSE NO. 23137

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS

CITY SUBMITTAL
11/12/2021

DESIGNED:	DRAWN:	CHECKED BY:
TJG	PSH	TJG

DRAWING TITLE

GRADING & DRAINAGE PLAN

DRAWING NO.

C4

PLOTTED:	COMM. NO.
----	16529

Nov 15, 2021 – 2:35pm dochs Y:\16500\16529 ANDERSON REDA –L2B1 PW26TH – 5280 KELSEY TER\16529_GRAD.dwg
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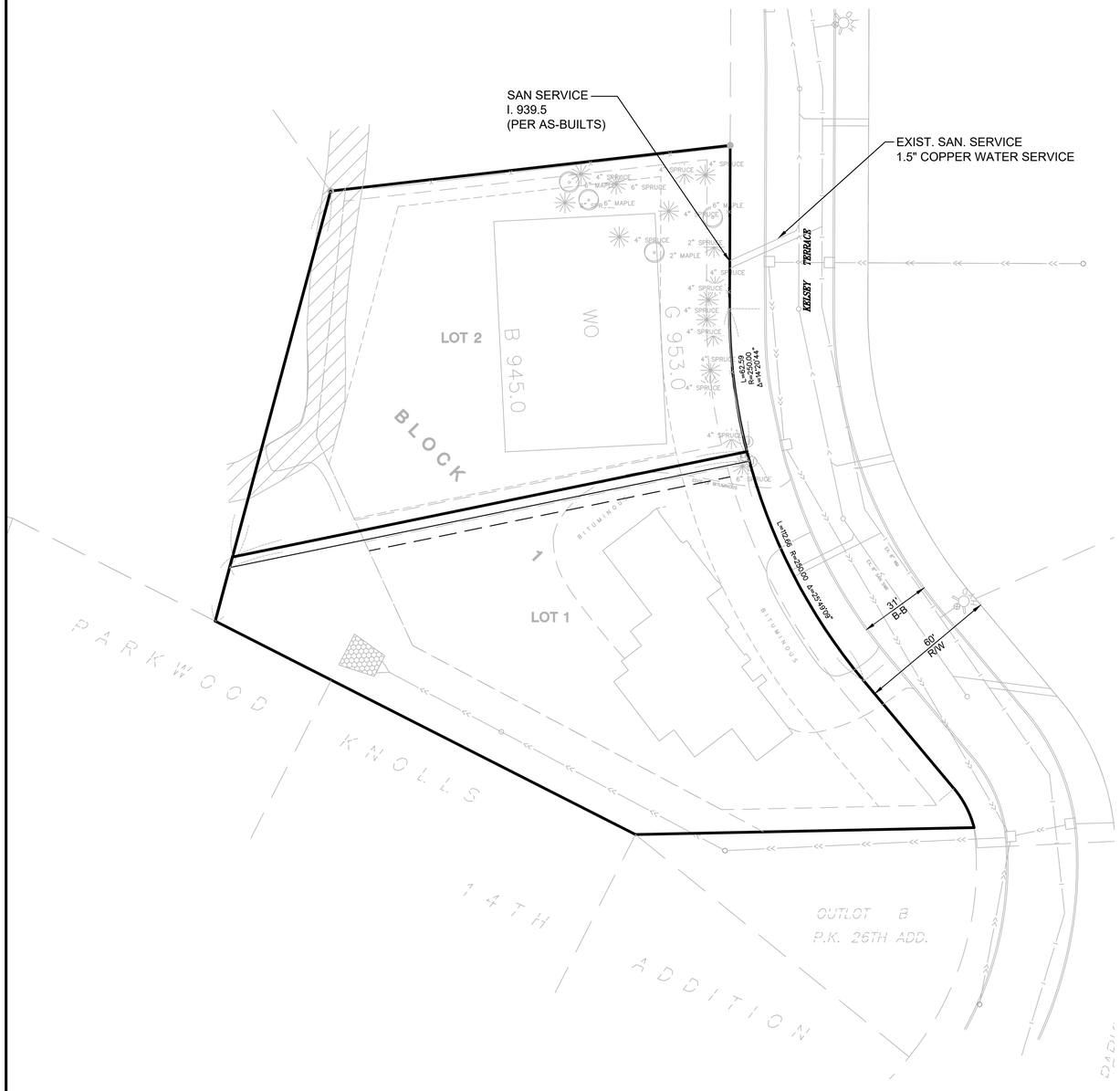

N

0 30' 60'

LEGEND

- PROPERTY LIMITS
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING HYDRANT
- EXISTING CATCH BASIN

ANDERSON

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Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
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PARKWOOD KNOLLS 28TH ADDITION

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EDINA, MN 55436

ANDERSON - REDA, CO.
4920 LINCOLN DR.
EDINA, MN 55436

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PRINT NAME: TROY J. GAMBLE, PE

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DATE: 11/12/2021 LICENSE NO. 23137

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS

CITY SUBMITTAL
11/12/2021

DESIGNED:	DRAWN:	CHECKED BY:
TJG	PSH	TJG

DRAWING TITLE

UTILITY & STREET PLAN

DRAWING NO.

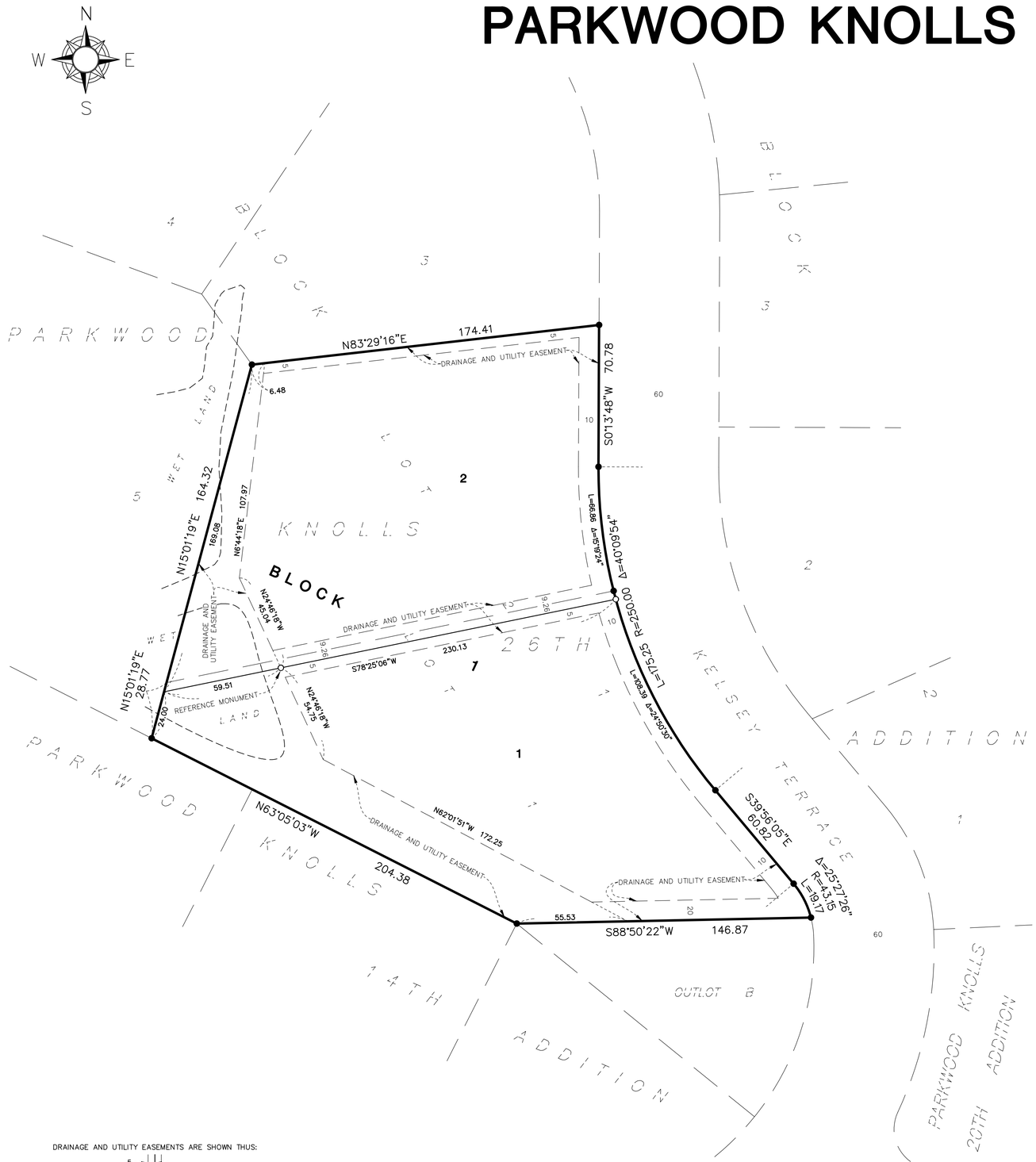
C5

PLOTTED:	COMM. NO.
----	16529

Nov 15, 2021 – 2:39pm dochs Y:\16500\16529 ANDERSON REDA –L2B1 PW26TH – 5280 KELSEY TER\16529_UTIL.dwg
Xref Filename: \ 16529 Title Block \ 16529_CIVIL_BASE\

PARKWOOD KNOLLS 28TH ADDITION

R. T. DOC. NO. _____



KNOW ALL PERSONS BY THESE PRESENTS: That Clifford I Anderson and Nancy C Anderson, husband and wife, fee owners of the following described property:

Lot 1 and Lot 2, Block 1, PARKWOOD KNOLLS 26TH ADDITION, Hennepin County, Minnesota.

Have caused the same to be surveyed and platted as PARKWOOD KNOLLS 28TH ADDITION and do hereby dedicate to the public for public use the easements for drainage and utility purposes as created by this plat.

In witness whereof said Clifford I Anderson and Nancy C Anderson, husband and wife. have hereunto set their hands this _____ day of _____ , 20__.

_____ Clifford I Anderson

_____ Nancy C Anderson

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____ , 20__ , by Clifford I Anderson and Nancy C Anderson, husband and wife.

_____
Signature

_____
Printed

Notary Public, _____ County, Minnesota
My Commission Expires: _____

I, David Anderson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____ , 20___.

_____
David Anderson, Land Surveyor
Minnesota License No. 43501

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____ , 20__, by David Anderson.

_____
Signature

_____
Printed

Notary Public, _____ County, Minnesota
My Commission Expires: _____

CITY COUNCIL, CITY OF EDINA, MINNESOTA
This plat of PARKWOOD KNOLLS 28TH ADDITION was approved and accepted by the City Council of the City of Edina, Minnesota at a regular meeting thereof held this _____ day of _____ , 20__. and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF EDINA, MINNESOTA

by: _____ , Mayor by: _____ , Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat. Dated this _____ day of _____ , 20__.

Mark V. Chapin, Hennepin County Auditor by: _____ , Deputy

SURVEY DIVISION Hennepin County, Minnesota
Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____ , 20__.

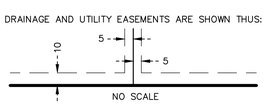
Chris F. Mavis, Hennepin County Surveyor by: _____

REGISTRAR OF TITLES Hennepin County, Minnesota
I hereby certify that the within plat of PARKWOOD KNOLLS 28TH ADDITION was recorded in this office this _____ day of _____ ,

20__. at ___ o'clock __. M.

Martin McCormick, County Recorder by: _____ , Deputy

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AND 5 FEET IN WIDTH AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

BEARING REFERENCE:
THE NORTH LINE OF LOT 2, BLOCK 1, PARKWOOD KNOLLS 26TH ADDITION IS ASSUMED TO HAVE A BEARING OF NORTH 83 DEGREE 29 MINUTES 16 SECONDS EAST

○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 43501

● DENOTES FOUND 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 20281

0 30 60
SCALE IN FEET

ANDERSON
ENGINEERING • ARCHITECTURE • LAND SURVEYING
ENVIRONMENTAL SERVICES • LANDSCAPE ARCHITECTURE

PID	Owner Name	Mailing Name/Address	Legal Description	Lot Acres	Lot Sq. Ft.	Lot Width (Ft.)	Lot Depth (Ft.)
3011721430045	MICHAEL J & SARAH J HAWES	MICHAEL J & SARAH J HAWES 5227 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 009 BLOCK 003	0.38	16596	138	125
3011721430026	M MCCARTY & J MCCARTY	M MCCARTY & J MCCARTY 6505 WILLOW WOOD RD EDINA MN 55436	PARKWOOD KNOLLS 20TH ADDN LOT 002 BLOCK 003	0.38	16653	124	134
3011721340022	K F & E M GUDORF	K F & E M GUDORF 5210 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 002 BLOCK 002	0.39	16837	125	135
3011721340040	R FERGESEN & N FERGESEN	R FERGESEN & N FERGESEN 5265 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 003 BLOCK 002	0.39	16847	122	137
3011721340024	WARREN BRACKE/KATHRYN BRACKE	WARREN BRACKE/KATHRYN BRACKE 5218 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 004 BLOCK 002	0.39	17008	125	135
3011721430027	B DONATELLE TRST/C DONATELLE	B DONATELLE TRST/C DONATELLE 5200 FRANCE AVENUE SOUTH 38 EDINA MN 55410	PARKWOOD KNOLLS 20TH ADDN LOT 003 BLOCK 003	0.39	17099	122	139
3011721430046	SARA KAUFMAN & JASON KAUFMAN	SARA KAUFMAN & JASON KAUFMAN 5231 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 010 BLOCK 003	0.40	17306	133	130
3011721430024	C D WILLIAMS & M L WILLIAMS	C D WILLIAMS & M L WILLIAMS 6504 WILLOW WOOD RD EDINA MN 55436	PARKWOOD KNOLLS 20TH ADDN LOT 002 BLOCK 002	0.40	17408	135	129
3011721340044	B I MELNICK & S C MELNICK	B I MELNICK & S C MELNICK 5185 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 007 BLOCK 002	0.41	17713	120	147
3011721430034	S R KOOREN & D S KOOREN	S R KOOREN & D S KOOREN 5234 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 008 BLOCK 002	0.41	17891	130	137
3011721430036	P E ALLEN/J L ALLEN JR TRUST	P E ALLEN/J L ALLEN JR TRUST 6500 WILLOW WOOD RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 010 BLOCK 002	0.41	18009	145	126
3011721340018	D & M PLUMB	D & M PLUMB 6508 WILLOW WOOD RD EDINA MN 55436	PARKWOOD KNOLLS 20TH ADDN LOT 003 BLOCK 002	0.41	18056	138	131
3011721340021	M W & S GOODMAN	M W & S GOODMAN 5206 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 001 BLOCK 002	0.42	18196	137	134
3011721340019	S & J MCLEOD	S & J MCLEOD 6512 WILLOW WOOD RD EDINA MN 55436	PARKWOOD KNOLLS 20TH ADDN LOT 004 BLOCK 002	0.42	18216	153	121
3011721430044	P L & L K BILLINGS	P L & L K BILLINGS 5223 GREEN FARMS CT EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 008 BLOCK 003	0.42	18406	147	131

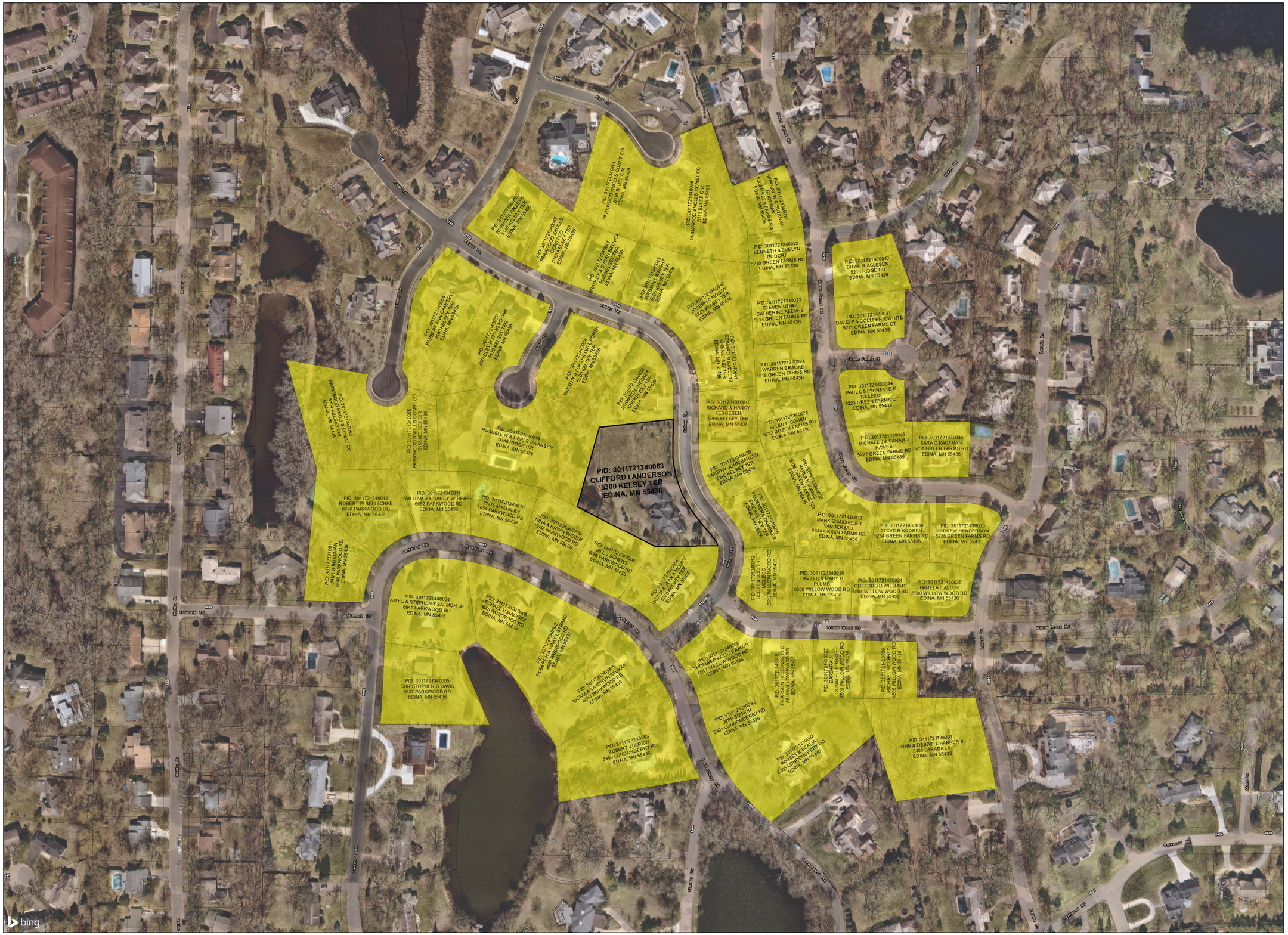
3011721340025	ELLEN F COHEN	ELLEN F COHEN 5222 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 005 BLOCK 002	0.43	18569	131	146
3011721340023	S L UTNE & M C REEVES	S L UTNE & M C REEVES 5214 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 003 BLOCK 002	0.43	18587	138	134
3011721340038	YOGENDRA DANDIKER	YOGENDRA DANDIKER 5305 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 001 BLOCK 002	0.43	18752	142	127
3011721340039	VICTORIA BARZEN REV TRUST	VICTORIA BARZEN REV TRUST 5285 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 002 BLOCK 002	0.44	19025	122	159
3011721340045	PARKWOOD KNOLLS CONST CO	PARKWOOD KNOLLS CONST CO 4960 LINCOLN DR EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 008 BLOCK 002	0.44	19138	121	159
3011721340041	E M KADLETZ & A C CASEY	E M KADLETZ & A C CASEY 5140 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 004 BLOCK 002	0.44	19280	134	144
3011721340026	KARLA K JONES	KARLA K JONES 5226 GREEN FARMS ROAD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 006 BLOCK 002	0.45	19488	145	134
3011721340043	NORMAN WRIGHT/MONICA WRIGHT	NORMAN WRIGHT/MONICA WRIGHT 5205 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 006 BLOCK 002	0.46	19821	127	158
3011721430041	D P & C K WHITE	D P & C K WHITE 5211 GREEN FARMS CT EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 005 BLOCK 003	0.46	20013	163	128
3011721340049	PEARSON HOLDINGS LLC	PEARSON HOLDINGS LLC 6511 WILLOW WOOD RD EDINA MN 55436	PARKWOOD KNOLLS 20TH ADDN LOT 004 BLOCK 003	0.46	20244	120	194
3011721430035	A HENDERSON & C A HENDERSON	A HENDERSON & C A HENDERSON 5238 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 009 BLOCK 002	0.47	20491	138	147
3011721340008	JILL J SCHEWE/BRIAN S PAVEK	JILL J SCHEWE/BRIAN S PAVEK 6658 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDN LOT 002 BLOCK 002	0.47	20673	138	150
3011721340009	N SACKHEIM & B K BADZIN	N SACKHEIM & B K BADZIN 6656 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDN LOT 003 BLOCK 002	0.48	21025	140	150
3011721430040	BRIAN R & SARA L ASLESEN	BRIAN R & SARA L ASLESEN 5215 RIDGE RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 004 BLOCK 003	0.48	21088	127	165
3011721340010	PAUL M & ALLISON S MANLEY	PAUL M & ALLISON S MANLEY 6654 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDN LOT 004 BLOCK 002	0.49	21533	146	145
3011721340011	W J REBER & D W REBER	W J REBER & D W REBER 6652 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDN LOT 005 BLOCK 002	0.50	21576	147	144

3011721340053	S L FINSETH & S M FINSETH	S L FINSETH & S M FINSETH 5145 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 27TH ADDN LOT 009 BLOCK 001	0.53	23068	132	175
3011721340055	PARKWOOD KNOLLS CONST CO	PARKWOOD KNOLLS CONST CO 4960 LINCOLN DR EDINA MN 55437	PARKWOOD KNOLLS 27TH ADDN LOT 002 BLOCK 002	0.54	23306	136	196
3111721210033	J & D SIEMON	J & D SIEMON 5401 LONDONDERRY RD EDINA MN 55436	PARKWOOD KNOLLS 10TH ADDN LOT 001 BLOCK 001	0.54	23607	146	163
3011721430033	MARK E/ MICHELE T VANDERSALL	MARK E/ MICHELE T VANDERSALL 5230 GREEN FARMS RD EDINA MN 55436	PARKWOOD KNOLLS 21ST ADDN LOT 007 BLOCK 002	0.54	23649	143	176
3011721340006	T P KOUCHOUKOS/S KOUCHOUKOS	T P KOUCHOUKOS/S KOUCHOUKOS 6517 WILLOW WOOD RD EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDN LOT 001 BLOCK 001	0.56	24368	143	161
3011721340013	J L ROSSMAN & S M ROSSMAN	J L ROSSMAN & S M ROSSMAN 6648 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDN LOT 007 BLOCK 002	0.58	25274	168	146
3011721340033	H C HECKES/L A HECKES TRUSTS	H C HECKES/L A HECKES TRUSTS 5250 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 003 BLOCK 001	0.60	26262	137	214
3011721340003	M M MACISEK & LUZ A SAAVEDRA	M M MACISEK & LUZ A SAAVEDRA 6645 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 04TH ADDN LOT 003 BLOCK 001 AND THAT PART OF RESERVE LOT A LYING NLY OF A LINE RUNNING PAR WITH AND 6 FT SWLY MEAS AT RT ANGLES FROM S LINE OF LOT 3 BLK 1	0.65	28139	168	199
3011721340064	P & J MOOTY	P & J MOOTY 5320 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDITION LOT 001, BLOCK 002; ALSO, PARKWOOD KNOLLS 26TH ADDITION OUTLOT B	0.66	28589	197	151
3011721340042	JOSEPH MOODY/JESSICA MOODY	JOSEPH MOODY/JESSICA MOODY 5225 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 005 BLOCK 002	0.67	29199	140	239
3011721340002	R H STRAND & M L STRAND	R H STRAND & M L STRAND 6649 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 04TH ADDN LOT 002 BLOCK 001	0.72	31492	154	236
3011721340034	TIMOTHY J PORTH/LORI L PORTH	TIMOTHY J PORTH/LORI L PORTH 5200 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 004 BLOCK 001	0.75	32455	159	206
3011721340012	R W REBISCHKE & J L ROHLFSEN	R W REBISCHKE & J L ROHLFSEN 6650 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 14TH ADDN LOT 006 BLOCK 002	0.78	33898	140	214
3011721340051	PARKWOOD KNOLLS CONST CO	PARKWOOD KNOLLS CONST CO 4960 LINCOLN DR EDINA MN 55437	PARKWOOD KNOLLS 27TH ADDN LOT 007 BLOCK 001	0.81	35304	215	213

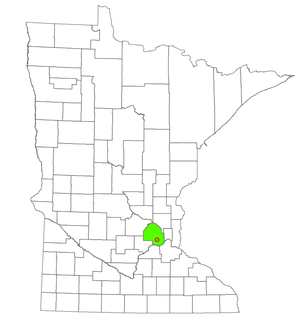
3011721340037	BRADLEY H KRANENDONK ET AL	BRADLEY H KRANENDONK ET AL 5170 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 007 BLOCK 001	0.83	36073	203	254
3011721340005	C S DAVIS & M KING DAVIS	C S DAVIS & M KING DAVIS 6637 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 04TH ADDN LOT 005 BLOCK 001	0.88	38125	184	213
3011721340004	S T SALMON JR & A L SALMON	S T SALMON JR & A L SALMON 6641 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 04TH ADDN LOT 004 BLOCK 001	0.90	39015	170	213
3011721340056	PARKWOOD KNOLLS CONST CO	PARKWOOD KNOLLS CONST CO 4960 LINCOLN DR EDINA MN 55437	PARKWOOD KNOLLS 27TH ADDN LOT 003 BLOCK 002	0.94	41029	231	173
3011721340001	N A STUKAS & A E DOTY STUKAS	N A STUKAS & A E DOTY STUKAS 6653 PARKWOOD RD EDINA MN 55436	PARKWOOD KNOLLS 04TH ADDN LOT 001 BLOCK 001	0.95	41201	169	289
3011721340054	DENNIS & BARBARA A CAMPBELL	DENNIS & BARBARA A CAMPBELL 5160 KELSEY TER EDINA MN 55436	PARKWOOD KNOLLS 27TH ADDN LOT 001 BLOCK 002	0.95	41518	142	328
3111721210002	R K SCALIA & A L ALLOPENNA	R K SCALIA & A L ALLOPENNA 5405 LONDONDERRY RD EDINA MN 55436	PARKWOOD KNOLLS LOT 007 BLOCK 003	1.21	52591	223	361
3011721340050	PARKWOOD KNOLLS CONST CO	PARKWOOD KNOLLS CONST CO 4960 LINCOLN DR EDINA MN 55436	PARKWOOD KNOLLS 27TH ADDN LOT 006 BLOCK 001	1.23	53558	157	294
3111721210003	ROBERT J ULRICH TRUSTEE	ROBERT J ULRICH TRUSTEE 5400 LONDONDERRY RD EDINA MN 55436	PARKWOOD KNOLLS 02ND ADDN THAT PART OF LOT 001 BLOCK 001 LYING NLY OF A LINE RUNNING FROM SWLY COR OF LOT 001 TO A PT IN ELY LINE OF SAID LOT DIS 18 FT NWLY FROM SELY COR THEREOF	1.28	55843	216	305
3111721120007	J & D HARPER III	J & D HARPER III 5400 LARADA LANE EDINA MN 55436	PARKWOOD KNOLLS LOT 001 BLOCK 003	1.34	58287	225	248
3011721340048	RUSSELL W & LORI S SWANSEN	RUSSELL W & LORI S SWANSEN 5188 RIDGE CIR EDINA MN 55436	PARKWOOD KNOLLS 26TH ADDN LOT 005,006 BLOCK 001	1.64	71286	388	166
			Mean	0.60	26762	155	177
			Median	0.48	21056.7	141	154.5

Parkwood Knolls 28th Addition
Edina, Minnesota

Figure 1
Adjacent Property Owners



Project Location



City of Edina
Hennepin County, Minnesota

Legend

- Project Parcel
- Hennepin Co. Parcels
- Adjacent Parcels (500 Ft.)

Project Notes

Address: 5300 Kelsey Terrace
Edina, Minnesota 55436
PID: 3011721340063
Project No: 16529
Date: 11.15.2021

1 inch = 100 feet

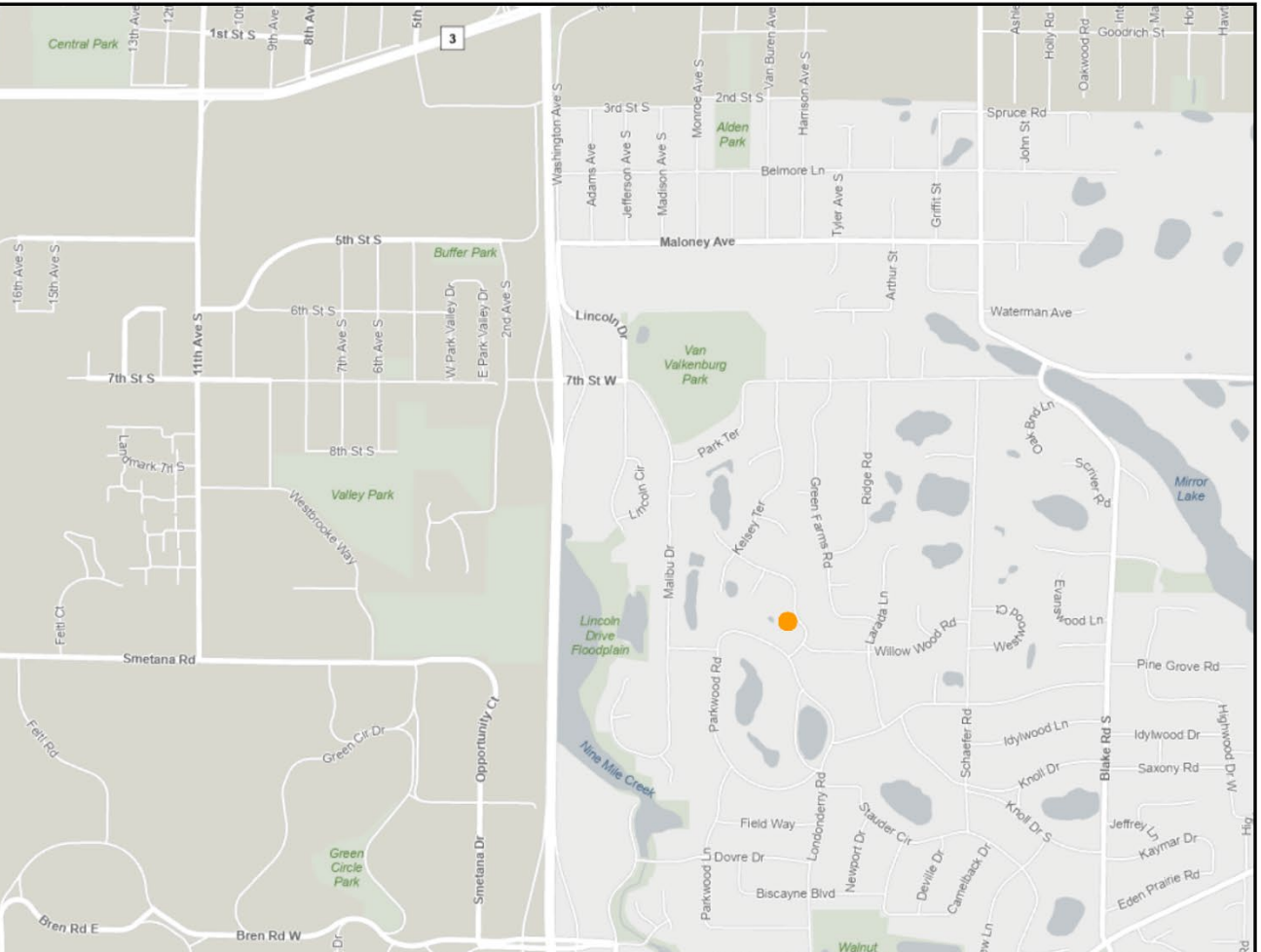
0 100 200 400
Feet

ANDERSON
13605 1st Ave N #100, Plymouth, MN 55441
P 763.412.4000 **F** 763.412.4090 **ae-mn**.com

The CITY of EDINA

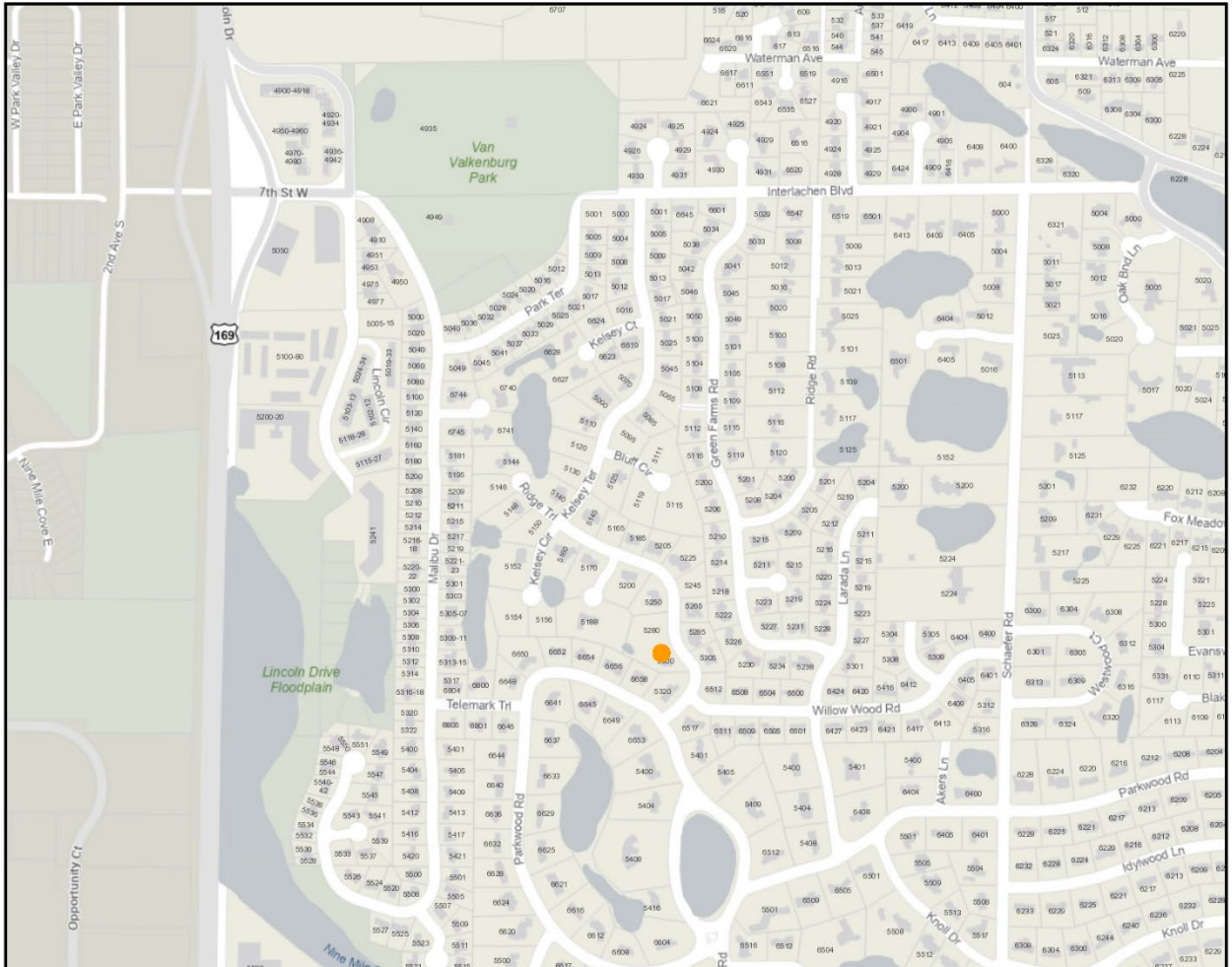
Subdivision – 5300 Kelsey Terrace

Site Location



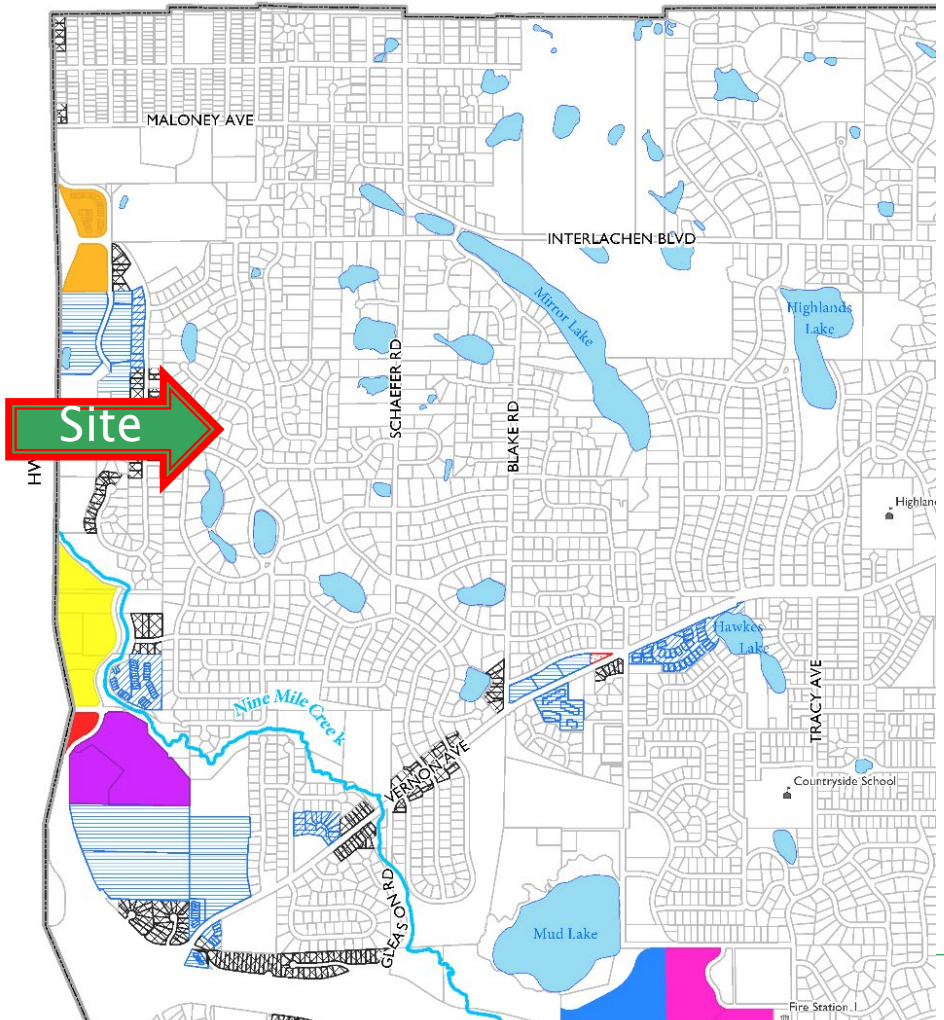
The CITY of EDINA

Site Location



The CITY of EDINA

Zoning Map



Legend

- R-1 - Single Dwelling Unit
- ~~R-2 - Double Dwelling Unit~~
- PRD-1 - Planned Residence
- PRD-2 - Planned Residence
- PRD-3 - Planned Residence
- PRD-4 - Planned Residence
- PRD-5 - Planned Residence
- PCD-1 - Planned Commercial
- PCD-2 - Planned Commercial
- PCD-3 - Planned Commercial
- PCD-4 - Planned Commercial
- POD-1 - Planned Office
- POD-2 - Planned Office
- RMD - Regional Medical
- PID - Planned Industrial
- PUD - Planned Unit Development
- APD - Automotive Parking
- PSR-4 - Planned Residence
- MDD-4 - Mixed Development
- MDD-5 - Mixed Development
- MDD-6 - Mixed Development
- Lakes
- Creeks

Site Location

The CITY of EDINA

PARKWOOD KNOLLS 26TH ADDITION

R. T. DOC. NO._____

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

NOT TO SCALE

EING 5 FEET IN WIDTH ADJOINING LOT LINES, AND BEING 10 FEET IN
DTH ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED.

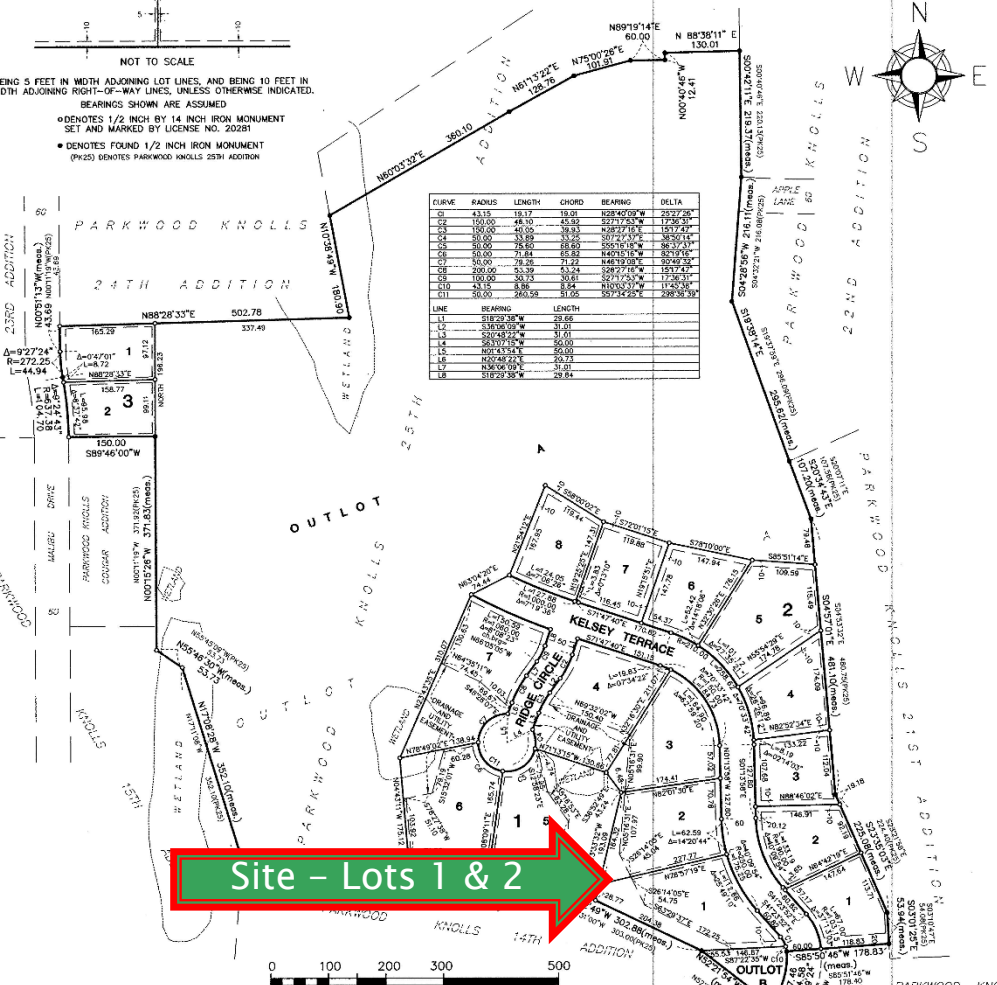
BEARINGS SHOWN ARE ASSUMED

○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 20281

● DENOTES FOUND 1/2 INCH IRON MONUMENT (Pk25) DENOTES PARKWOOD KNOLLS 25TH ADDITION

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	43.15	19.17	19.01	N28°40'09"W	25°27'26"
C2	150.00	48.10	45.92	S27°17'53"W	17°36'37"
C3	150.00	40.05	39.93	N28°27'15"E	15°17'47"
C4	50.00	33.89	33.25	S07°27'37"E	38°50'14"
C5	50.00	75.60	68.60	S55°18'18"W	86°37'07"
C6	50.00	71.84	65.82	N40°15'16"W	82°19'16"
C7	50.00	79.26	71.22	N46°19'08"E	90°49'32"
C8	200.00	53.39	53.24	S28°27'16"W	15°17'47"
C9	100.00	30.73	30.61	S27°17'53"W	17°36'37"
C10	43.15	8.86	8.84	N10°03'37"W	11°45'38"
C11	50.00	260.58	51.05	S57°14'25"E	298°38'39"

LINE	BEARING	LENGTH
L1	S18°29'38"W	29.66
L2	S36°06'09"W	31.01
L3	S20°49'22"W	31.01
L4	S63°07'15"W	50.00
L5	N01°43'54"E	50.00
L6	N20°49'22"E	29.73
L7	N36°06'09"E	31.01
L8	S18°29'38"W	29.84



Site – Lots 1 & 2

KNOW ALL MEN BY THESE PRESENTS: That Parkwood Knolls Construction Company, a Minnesota Corporation, fee owner of the following described property situate in the County of Hennepin, State of Minnesota, to wit:

Outlot A PARKWOOD KNOLLS 25TH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

Have caused the same to be surveyed and platted as PARKWOOD KNOLLS 26TH ADDITION and does hereby donate and dedicate to the public for public use forever the Circle and Terrace and easements for drainage and utility purposes as shown on this plat.

In witness whereof said Parkwood Knolls Construction Company, a Minnesota Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 2004.
Signed: Parkwood Knolls Construction.

by _____, its _____.

STATE OF MINNESOTA
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, its _____ of Parkwood Knolls Construction Company, a Minnesota Corporation, on behalf of the corporation.

_____
Notary Public, _____ County, _____
My Commission Expires: _____

I hereby certify that I have surveyed and platted the property described on this plat as PARKWOOD KNOLLS 26TH ADDITION; that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat.

_____
Jack Bolke, Land Surveyor
Minnesota License No. 20281

STATE OF MINNESOTA
COUNTY OF HENNEPIN
The foregoing instrument was acknowledged before me this 26TH day of FEBRUARY, 2004, by Jack Bolke, Land Surveyor, Minnesota License No. 20281

JENNIFER J. COTLAND
Notary Public-Minnesota
My Commission Expires Jan 31, 2007

Jennifer Cotland
Notary Public, HENNEPIN County, MINNESOTA
My Commission Expires: JAN. 31, 2007

EDINA, MINNESOTA
This plat of PARKWOOD KNOLLS 26TH ADDITION was approved and accepted by the City Council of Edina, Minnesota at a regular meeting thereof held this _____ day of _____, 2004. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL OF EDINA, MINNESOTA

by: Dennis Maetzold, Mayor by: _____, Manager

TAXPAYER SERVICES DEPARTMENT
Hennepin County, Minnesota
I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat.
Dated this _____ day of _____, 2004.

Patrick H. O'Connor, Hennepin County Auditor by: _____, Deputy

SURVEY DIVISION
Hennepin County, Minnesota
Pursuant to MINN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 2004.

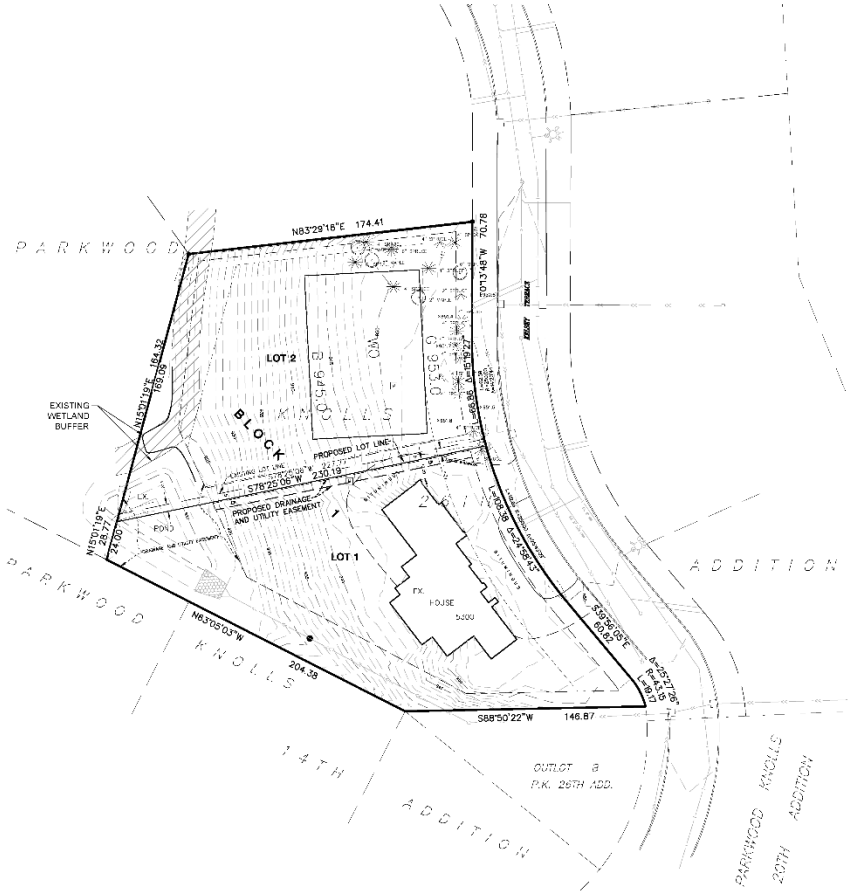
William P. Brown, Hennepin County Surveyor by: _____

REGISTRAR OF TITLES
Hennepin County, Minnesota
I hereby certify that the within plat of PARKWOOD KNOLLS 26TH ADDITION was filed in this office this_____day of _____, 2004 at ___ o'clock ___ M.

Michael H. Cunniff, Registrar of Titles by: _____, Deputy

The CITY of EDINA

PRELIMINARY PLAT OF: PARKWOOD KNOLLS 28TH ADDITION


PARKWOOD
N83°29'16"E 174.41
N1°30'19"E 164.32
N1°30'19"E 165.38
N1°30'19"E 28.77
25.00
EXISTING WETLAND BUFFER
LOT 2
BLOCK 1
PROPOSED LOT LINE
S78°22'06"W 230.19
PROPOSED DRAINAGE AND UTILITY EASEMENT
POND
LOT 1
EX. HOUSE
5300
PARKWOOD KNOLLS
N83°05'03"W 204.39
S88°50'22"W 146.87
14TH ADDITION
OUTLOT B P.K. 26TH ADD.
PARKWOOD KNOLLS 26TH ADDITION
ADDITION
S1°30'19"W 78.78
S1°30'19"W 78.78
S1°30'19"W 78.78

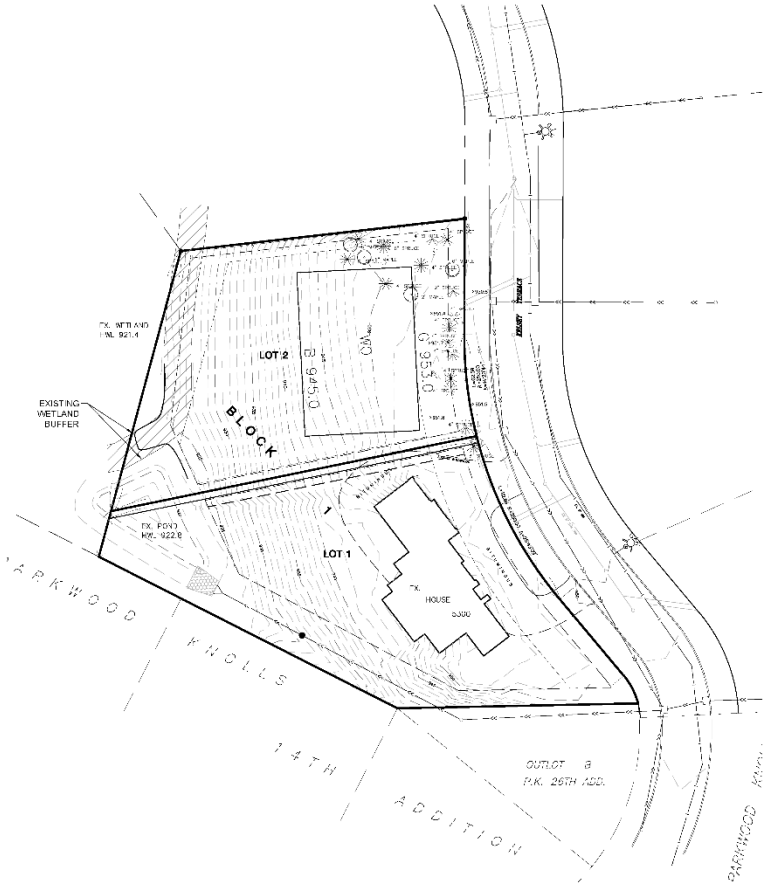
The CITY of EDINA

	Area	Lot Width	Depth
REQUIRED	21,057 s.f.	141 feet	154 feet
Lot 1	30,344 s.f.	157 feet	194 feet
Lot 2	28,924 s.f.	141 feet	197 feet

This Request Requires:

The CITY of EDINA

- A subdivision



0 30' 60'

LEGEND

	PROPERTY LIMITS
100	EXISTING MINOR CONTOUR
975	EXISTING MAJOR CONTOUR
	WETLAND BUFFER LINE

SPOT ELEVATION KEY

FG	FINISHED GRADE
±	EXISTING GRADE
FL	GUTTER FLOW LINE
HP	HIGH POINT ELEVATION
LP	LOW POINT ELEVATION
R.	RIM ELEVATION
I.	INVERT ELEVATION
TOB	TOP OF BERM ELEVATION
EOF	EMERGENCY OVERFLOW ELEVATION

NOTES

1. GRADING:

LOT 2 GRADING WILL OCCUR DURING HOME CONSTRUCTION.

2. STORMWATER MANAGEMENT:

STORMWATER RUN-OFF IS ACCOMODATED WITH PARKWOOD KNOLLS 26 & 27TH ADDITIONS POND SYSTEM. IN ADDITION, LOT 2 WILL REQUIRE DRAINAGE AND EROSION CONTROL, IN ACCORDANCE WITH NINE MILE CREEK WATERSHED DISTRICT REQUIREMENTS WITH BUILDING PERMIT.

3. TREE REMOVALS

DETERMINED WITH FINAL LOT GRADING (BUILDING PERMIT)

B 978.0	MIN. BASEMENT ELEV.
B	LOT NO.
WO	TYP. WALKOUT HOUSE TYPE
FF 986.0	FIRST FLOOR ELEV.
G 984.0	GARAGE ELEV.

TYPICAL HOUSE PAD
NOT TO SCALE

ANDERSON
12605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

PARKWOOD KNOLLS 28TH ADDITION

5300 KELSEY TERRACE
EDINA, MN 55436

ANDERSON - REDA, CO.
4920 LINCOLN DR.
EDINA, MN 55436

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: TROY J. GAMBLE, PE

SIGNATURE: **NOT FOR CONSTRUCTION**

DATE: 11/12/2021 LICENSE NO. 23137

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS

CITY SUBMITTAL
11/12/2021

DESIGNED	DRAWN	CHECKED BY
TJG	PGH	TJG

DRAWING TITLE

GRADING & DRAINAGE PLAN

DRAWING NO.

C4

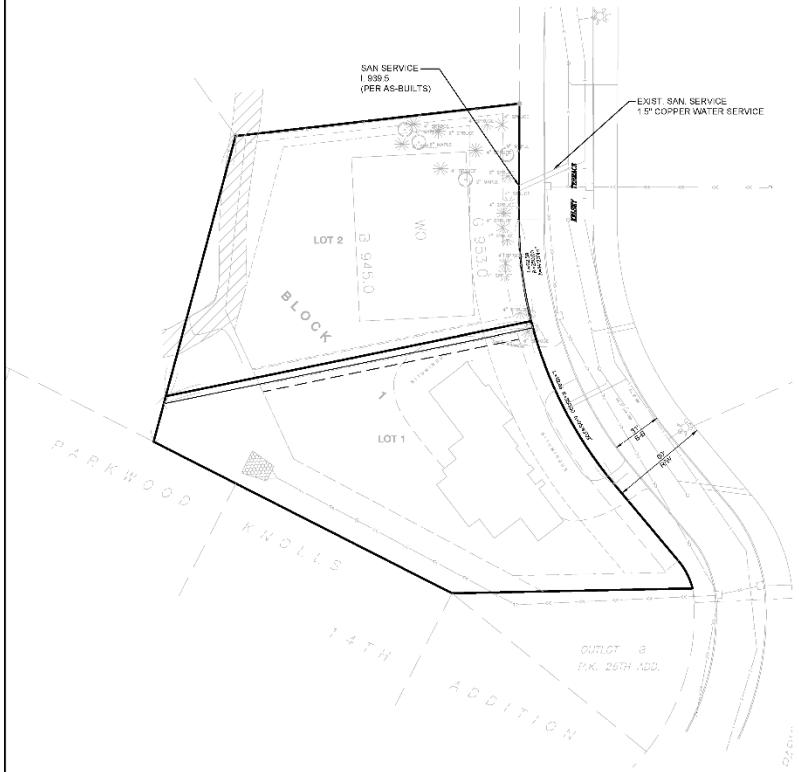
PLOTTED:	COMM. NO.
—	18529

Nov 15, 2021 2:32pm
Xref Filename: \\ae2k\Data\Projects\2018 Projects\18529_Parkwood Knolls 28th Edina\18529_28th_CURRENT\

CITY of EDINA

Recommendation

- Motion to close the public hearing at noon on January 10 and continue action to the January 19, 2022, City Council meeting.



LEGEND

- PROPERTY LIMITS
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING HYDRANT
- EXISTING CATCH BASIN

0 30' 60'

ANDERSON
13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

PARKWOOD KNOLLS 28TH ADDITION

5300 KELSEY TERRACE
EDINA, MN 55436

ANDERSON - REDA, CO.
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PRINT NAME: TROY J. GAMBLE, PE

SIGNATURE: **NOT FOR CONSTRUCTION**

DATE: 11/12/2021 LICENSE NO. 23137

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS

CITY SUBMITTAL
11/12/2021

DESIGNED	DRAWN	CHECKED BY
TJG	RSH	TJG

DRAWING TITLE

UTILITY & STREET PLAN

DRAWING NO.

C5

PLOTTED:	COMM. NO.
---	16529

Nov 15, 2021 2:19pm dsuth
X:\Projects\16529 The Blue\16529_PLAN_SHEETS\
X:\16500's\16529 ANDERSON REDA LLC PWSETH 5300 KELSEY TER\16529_LIT.dwg

of A

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: VIII.C.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Scott H. Neal, City Manager

Item Activity:
Action

Subject: Resolution No. 2022-21: Supporting the Authority to Impose a Local Option Sales Tax for Specific Capital Improvements

---

ACTION REQUESTED:
Approve Resolution No. 2022-21 supporting the authority to impose a local sales tax to fund specific capital improvements providing regional benefit, to establish the duration of the tax and the revenue to be raised by the tax, and to authorize the City of Edina to issue bonds supported by the sales tax revenue.

INTRODUCTION:

ATTACHMENTS:

Resolution No. 2022-21: Supporting the Authority to Impose a Local Option Sales Tax for Specific Capital Improvements

RESOLUTION NO. 2022-21
SUPPORTING THE AUTHORITY
TO IMPOSE A LOCAL SALES TAX
TO FUND SPECIFIC CAPITAL IMPROVEMENTS
PROVIDING REGIONAL BENEFIT, TO ESTABLISH THE DURATION OF THE TAX
AND THE REVENUE TO BE RAISED BY THE TAX, AND
TO AUTHORIZE THE CITY OF EDINA TO
ISSUE BONDS SUPPORTED BY THE SALES TAX REVENUE

WHEREAS, the City of Edina has engaged the business community around the possibility of a local option sales tax. Staff sent letters to thousands of businesses and hosted three large-group meetings and many individual staff meetings.

WHEREAS, the City Council has identified the following project;

1. Braemar Park Master Plan including Braemar Arena complex (~~$21.6M~~ $53.3M)

The Legislature and Governor approved associated bonding costs for the Braemar Park Master Plan in 2021 for $21.6M. Of that amount, $8.1M was dedicated to general park improvements in the Braemar Park Master Plan and $13.5M was dedicated toward maintenance improvements in Braemar Arena. A larger scale improvement project for Braemar Arena is necessary and desirable. The estimated cost of the new Braemar Arena improvement project was not fully known during the 2021 legislative session. The proposed improvements are known today and include an expansion of ice capacity and major interior and exterior remodels and renovations. The estimated budget for the newly scoped Braemar Arena project is $45.2M.

Braemar Arena is home to Edina High School, the Edina Youth Hockey Associations and the Braemar City of Lakes Figure Skating Club. Regionally, this community asset draws recreational visitors from the entire Metro area, Greater Minnesota, Wisconsin, Illinois, Iowa and Canada. The Braemar Arena improvements will be available for use by residents, business community members and school programs.

The improvements to the 500 acres Braemar Park that were approved as part of the 2021bill remain unchanged. These improvements include improving the connectivity of trail systems, access, and wayfinding to park amenities and facilities; providing separated use trail systems to accommodate walkers, mountain bikers and cross-country skiers; identifying new site improvements and recreational amenities to enhance existing facilities; developing and improving the quality of natural resources in the park; incorporating sustainable site improvements to promote land water resources; and investing in facility infrastructure are goals of the masterplan. Masterplan adopted January 2018, includes:

Park Master Plan: $8.1M
Arena Complex Improvements and Infrastructure: $45.2M
TOTAL: $53.3M

WHEREAS, the project(s) will result in benefits to both the residents and businesses of the city of Edina and to non-resident visitors and businesses; and,

WHEREAS, funding the project(s) with a local sales tax will more closely distribute the cost of the

project(s) to the users of the facilities; and,

WHEREAS, the project(s) are estimated to cost approximately $71,000,000; and,

WHEREAS, based on an analysis by the University of Minnesota Extension Service study, the City estimates that a local sales tax of 0.5 percent would generate $4,000,000 annually over 20 years; and,

WHEREAS, the City has provided documentation of the regional significance of each project, including the share of the economic benefit to or use of each project by persons residing, or businesses located, outside of the jurisdiction; and,

WHEREAS, the estimated local sales tax revenue and estimated time needed to raise that amount of revenue for each project is as follows:

- For Fred Richards Park Master Plan: The City will collect $17,700,000 over 19 years.
- For Braemar Park Master Plan including Braemar Arena complex: The City will collect $53,300,000 over 19 years.

WHEREAS, Minn. Stat.§ 297A.99 authorizes the imposition of a general sales tax if permitted by special law of the Minnesota Legislature; and,

WHEREAS, Minn. Stat.§ 297A.99 requires the City to pass a resolution authorizing such a local tax and to obtain Legislative approval prior to approval by the local voters to enact the local tax.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council supports the authority to impose a general local sales tax of 0.5 percent for a period of 19 years to fund the aforementioned project(s);

2. Upon approval of this resolution, the City will submit the adopted resolution and documentation of regional significance to the chairs and ranking minority members of the House and Senate Taxes committees for approval and passage of a special law authorizing the tax, by January **31** of the year that it is seeking the special law.

3. Upon Legislative approval and passage of the special law authorizing the tax, the City will adopt a resolution accepting the new law, which will be filed with a local approval certificate to the Office of the Secretary of State before the following Legislative session.

4. The City will put a detailed ballot question(s), which includes separate questions for each project, on the 2022 general election ballot for local voter approval.

5. If one or more ballot questions pass, the City will also pass an ordinance imposing the tax and notify the Commissioner of Revenue at least **90** days before the first day of the calendar quarter that the tax will be imposed.

6. Upon completion of the aforementioned requirements, the local sales tax will commence and run nineteen (19) years or until a sum sufficient to fund the voter approved project(s), including related debt costs, is raised, whichever comes first.

Passed and adopted this 19th day of January 2022.

Attest:_____ _____

Sharon Allison, City Clerk James B. Hovland, Mayor

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

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of January 19, 2022, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 2022.

_____

City Clerk

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: IX.A.

To: Mayor and City Council

Item Type: Minutes

From: Perry Vetter, Parks & Recreation Director

Item Activity: Information

Subject: Minutes: Parks & Recreation Commission, Dec. 14, 2021

ACTION REQUESTED:
None; information only.

INTRODUCTION:
Receive the minutes from the Dec. 14, 2021 Parks & Recreation Commission meeting.

ATTACHMENTS:

Minutes Parks & Recreation Commission Dec. 14, 2021

Draft Minutes☐
Approved Minutes☒
Approved Date: 1/11/2022

Minutes
City of Edina, Minnesota
Edina Parks & Recreation Commission
Braemar Golf Course
December 14, 2021
7:00 p.m.

I. Call to Order

Chair Ites called the meeting to order at 7:10 p.m.

II. Roll Call

Answering roll call were Commissioners Doscotch, Good, Haas, Ites, McAwley, Miller, Strothers, and Student Commissioner Prethus
Absent: Commissioners Nelson, Willette and Student Commissioner Jha.
Staff present: Staff Liaison Perry Vetter, Assistant Director Recreation & Facilities Tracy Petersen, and Administrative Coordinator Janet Canton.

III. Approval of Meeting Agenda

Motion made by Miller to approve the meeting agenda. Motion seconded by McAwley. Roll call vote. Motion carried.

IV. Approval of Meeting Minutes

Motion made by Haas to approve the October 12, 2021 minutes. Motion seconded by Miller. Roll call vote. Motion carried.

V. Community Comment

None

VI. Reports/Recommendations

A. Proposed Park & Recreation Fees for 2022

Assistant Director Petersen indicated annually staff asks the commission to review and make a recommendation to the City Council for adoption. She went over the proposed fees for 2022 and highlighted some of the changes.

Commissioners asked questions regarding the golf dome and reservation system, when the last time green fees increased, the expected impact of labor costs, as well as aquatic center hiring and training and facility cost sharing possibilities.

Motion made by Good to recommend to the City Council the proposed 2022 Parks & Recreation fees. Motion seconded by McAwley. Motion carried.

B. 2021 Work Plan Updates

Initiative #1 - ***Review and comment on proposed plan to identify barriers for participation and reach communities of color through different modes and feedback.*** Staff Liaison Vetter updated the commission on information from HRRC. The commission commented on the information sent and on commissioner thought option one had a lot of good points because it was trusted data.

Initiative #2 – Create presentation to share information about Parks & Recreation facilities, services, and systems with up to six community groups. It was noted that Commissioner Nelson will no longer be the lead on this initiative but would still like to participate.

Initiative #3 – Report and provide recommendations on alternative funding sources for park related improvements including parks, facilities, and enterprise upgrades. Commissioner McAwley updated the commission on funding park infrastructures. Local option sales tax was reviewed and proposed this be finalized for ballot entry no later than June 30, 2022.

Commissioner McAwley indicated the city has put in a request for State bonding for fifteen million dollars to assist in the updating an expansion of Braemar Ice Arena. The city will find out if it was approved after the Legislative session in 2022. She thought the commission should propose to the City Council a referendum for 2023 to cover the costs of replacing any playground equipment that is twenty to twenty-five years old and warming houses that have not been updated as well as future funding for miscellaneous items. The commission discussed the proposals including staffing, infrastructure, and a possible referendum.

Initiative #4 – ***Study and report on options to categorize underutilized park amenities/areas and identify park amenity needs.*** Commissioner Doscotch updated the commission on the parks and trails strategic plan including determining when and which playgrounds would be replaced. One of the main criteria would be housing density, past and future, and age and demographic information based on a localized basis. The commission discussed the criteria and current changes with park usage as well as a possible park by park comprehensive study.

Initiative #5 – ***Study and report evaluating options for determining benchmarks (park amenities, operations, service areas) the commission started studying in 2020.*** Commissioner Good updated the commission on the seven recommended benchmarks the group produced.

C. 2022 Work Plan

Staff Liaison Vetter informed the commission the City Council approved the 2022 work plan. He asked the commission to go through and assign commissioners to each of the initiatives and a lead for each initiative.

Initiative #1 – Present information about Parks & Recreation facilities, services, and systems with up to six community groups. Commissioners Good, Haas, Nelson, and Student Commissioner Presthus will work on this initiative. Commissioner Good will take the lead.

Initiative #2 – Report and provide recommendations on alternative funding sources for park related improvements including parks, facilities, and enterprise upgrades. The report will include a philanthropic wish list. Commissioners Doscotch, Haas, Ites and McAwley will work on this initiative. Commissioner Ites will take the lead.

Initiative #3 – Research opportunities to expand volunteer assistance for park initiatives. Commissioners Miller, Strother and Willette will work on this initiative. Commissioner Willette will take the lead.

Initiative #4 – Provide support with educational opportunities for the Local Option Sales Tax in the community as needed. Commissioners Doscotch, Good and Ites will work on this initiative. Commissioner will not assign a lead as this expected to be a staff lead initiative and will inform members as the project progresses.

Initiative #5 – Review and comment on amendments to the park ordinances being recommended by staff for update. Commissioners Doscotch, Miller, Strother and Student Commissioner Presthus will work on this initiative. Commissioner Strother will take the lead.

Initiative #6 – Review and comment on the proposed Grandview plan. Commissioners Haas, McAwley, Strother and Willette will work on this initiative. Commissioner Willette will take the lead.

VII. Chair and Member Comments

- Commissioner McAwley commented about golf clubs in the parks creating divots.
- Commissioner McAwley commented about people not picking up after their dogs at the dog park and adding signage for awareness.
- Commissioner Miller commented on the golf dome and scheduling.
- Chair Ites asked about the frequency of shoveling the golf course cart path. Staff Liaison Vetter indicated he was not sure if the city does that but will check on that.

VIII. Staff Comments

Staff Liaison Vetter gave the following updates:

- Braemar Arena
- Lewis Park playground
- Nine Mile Creek boardwalk
- Dog Park parking lot lighting
- Edinborough park and Ice Arena staffing
- 2022 meeting schedule

IX. Adjournment

Motion made by McAwley to adjourn the December 14 , 2021 meeting at 8:56 p.m. Motion seconded by Good. Meeting adjourned.

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: XII.A.

To: Mayor and City Council

Item Type: Other

From: Lisa A. Schaefer, Assistant City Manager

Item Activity: Information

Subject: Budget Work Plan and Race & Equity Work Plan Updates

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ACTION REQUESTED:
None.

INTRODUCTION:
Attached are the final 2021 updates to the 2020-2021 Budget Work Plan and Race & Equity Work Plan.

ATTACHMENTS:

2020-2021 Budget Work Plan final updates

2021 Race & Equity Work Plan final updates

2020 – 2021 Budget Work Plan

DEFINITIONS

Budget Goal	*Describes the broad outcomes that must be achieved through the budget.*
Budget Objective	*Defines the measurable results that need to be achieved to meet the goals*
Strategy/Action	*Details the specific actions to be taken this budget to meet the objectives.*

Goal 1: Maintain Physical Assets & Infrastructure

It is crucial to maintain City infrastructure including streets, facilities, buildings, equipment and public spaces. Deferred maintenance can lead to costly unplanned repairs and replacements with decisions based on short-term implementation costs, vs. long-term maintenance costs. Properly maintained facilities, streets, water main, sanitary sewer and storm sewer systems provide reliable and efficient operations while lessening the City's carbon footprint.

ONGOING OBJECTIVES:

- Incorporate financial, societal and environmental costs into decision-making processes.
- Incorporate lifecycle and maintenance costs and climate adaptation design practices to allow more informed decision making.
- Provide funding to maintain and replace City facilities, assets and equipment in a manner that avoids deferred maintenance, prevents emergency repair and replaces assets at the most cost-effective time.
- Manage the City's facilities, operations, equipment and capital investments in a manner that increases energy efficiency, reduces the City's carbon footprint and GHG emissions and meets sustainability goals.
- Design and build for resiliency in the infrastructure that reduces flooded structures, improves water quality (drinking and surface) and increases filtered drinking water production.

2020-2021 BUDGET OBJECTIVES

- As debt levies expire, increase the CIP Levy to establish reliable funding for ongoing building maintenance, replacement and capital improvements.
- Capture the Southdale TIF tax capacity for 2022 CIP.
- Reduce the City operations' total electricity GHG emissions by 5 percent, 893,000 kWh each year, through implementation of energy management plans, ongoing facility maintenance, capital improvements and operational behavior change.
- Implement Green Fleet Policy recommendations to meet goal of 30 percent emission reduction mpg and gas usage by 2025.
- Improve security and safety in City facilities for public and staff.

2020 – 2021 Budget Work Plan

	2020-2021 Strategy/Action	Dept Lead	Target
1	Approve architectural option and complete construction of Water Plant #5.	*Engineering*	Q4 2021
ON HOLD	12/21/21 Project moved to 2026 in CIP and looking for potential opportunities to partner with a developer.		
2	Create a green building policy for City facilities incorporating sustainability principles into evaluation, design and construction of City capital projects. *(Connected with project 3-2).*	*Engineering*	Q4 2021
COMPLETE	12/21/2021 Policy approved by City Council.		
3	Determine interim park and recreational uses of Fred Richards Park. Update cost plan estimate prior to CIP process.	*Parks & Rec*	Q2 2020
COMPLETE	Master plan cost estimates updated for local options sales tax referendum proposal, uses identified and current implementation for art center programming use.		
4	Identify funding source and timeline for implementation for Braemar Park Master Plan by Q3 2020. Prioritize master plan components for future implementation. Ensure that master plan costing is updated prior to CIP process.	*Parks & Rec*	Q3 2020
COMPLETE	Master plan cost estimates included for local option sales tax referendum proposal and CIP review. Local option sales tax request was included in the 2021Omnibus Tax Bill. City to conduct a referendum in November 2022 to determine if a local option sales tax is supported by the community.		
5	Consider options for using alternative funding methods for park improvements and determine next steps.	*Finance*	Q4 2022
IN PROGRESS	1/10/2022 Continued consideration and analysis in 2022 on alternative funding streams for parks in collaboration with Parks & Rec. Local option sales tax request was included in the 2021 Omnibus Tax Bill. City to conduct a referendum in November 2022 to determine if a local option sales tax is supported by the community.		
6	Develop a master plan for addressing City Hall deferred maintenance, energy efficiency, security and service needs in a cost-effective manner.	*Engineering (Facilities)*	Q3 2021
IN PROGRESS	12/21/2021 Security improvements completed; City Hall Space Needs Plan Update scheduled for 2022 after staffing model post-COVID are implemented. Energy Management Plan complete. Energy efficiency projects in design phase – LED lighting and controls.		
7	Implement decision (to be made in 2019) regarding street assessment financing and transition plan if applicable. If local option sales tax is selected, seek State legislative approval to request that voters approve a local option sales tax for regional park improvements and MSA street improvements.	*Finance*	Q4 2021
COMPLETE	Task Force completed work March 2021. Assessment Policy Revising in April 2021 by removing retaining walls and sub-cuts from assessments. Council Work Session completed on June 1 with guidance for a July 21 policy/funding change. Council approved change to Assessment Policy on July 21.		

2020 – 2021 Budget Work Plan

8	Approve a water quality strategy for Lake Cornelia (Q2 2021)	*Engineering*	Q4 2021
IN PROGRESS	12/21/2021 Kick-off for City-wide water quality strategy occurred Q4 2021. Approval of strategy to occur in 2022.		
9	Upgrade the communication equipment (SCADA) that monitors and ensures delivery of safe potable water and improve our ability to have a reliable storm and sanitary sewer system.	*Public Works*	Q4 2020
IN PROGRESS	1/10/2022 Contractor has begun work and is making good progress. Work still anticipated to be complete in Q2 2022.		
10	Develop and begin implementation of the street lighting system and maintenance plan that balances sustainability, public safety, and quality of life goals, including increasing energy efficiency, ensuring safely lit community, and minimizing light pollution.	*Engineering*	Q4 2021
IN PROGRESS	12/21/2021 2020 No work occurred due to budget adjustments made in response to COVID-19 Pandemic. In 2021, new lights being installed on 69th Street, east of York. Lighting plans being developed near Edenborough. Streetlight system is owned and operated between City and Xcel Energy. Any Xcel light greater than 25 years old will not be maintained by them. City is underfunded to address the potential of an additional 315 lights from Xcel. Development of a plan on 2022 Department Work Plan		
11	Prepare for possible conversion of Centennial Lakes from Enterprise fund to General fund in 2022-23 budget cycle.	*Finance*	Q3 2021
COMPLETE	Discussed at July 2021 Council work session and decided against pursuing the fund conversion in the 22-23 budget. Parks & Rec is conducting a detailed review of expenses and revenues and evaluating different funding options with the Parks & Rec Commission.		

2020 – 2021 Budget Work Plan

Goal 2: Maintain Service Levels that Best Meet the Needs of the Community

The City delivers a variety of services, including police and fire response, water and sewer, snow plowing and building inspections, that are essential for the safety and wellbeing of those who live, work or visit Edina. In addition, amenities and services including recreation facilities, parks and programs contribute to the overall quality of life within the community. To deliver reliable service, the City needs to recruit and retain a strong workforce that has the resources and technology needed to effectively and efficiently perform their work.

ONGOING OBJECTIVES

- Comply with legal and safety standards.
- Maintain adequate response times.
- Provide high-quality services in an efficient manner that demonstrates respect for the public.
- Promote an engaging and respectful work culture that values employee quality of life and work/life balance.
- Provide competitive employee compensation and benefits to attract and retain a skilled and high-performing workforce.
- Provide staffing, tools, equipment, resources and training to meet expectations for service delivery.
- Utilize effective technology to easily maintain and locate data for the public, reduce risk and provide better data for informed decision-making by elected officials and staff.
- Ensure that limited resources (money, equipment and time) are deployed in an equitable and sustainable manner.

2020-2021 BUDGET OBJECTIVES

- Increase integration of disparate City data systems, (e.g., Financial, Human Resources and Geographic Information Systems) for better decision-making and easier access.
- Maintain adequate work-life balance for employees with an increased focus on employee quality of life, stress management, physical and mental well-being.
- Provide adjustments to employee compensation to maintain position with market.
- Provide benefit increases to and design changes to maintain affordability.

	2020-2021 Strategy/Action	Dept Lead	Target

2020 – 2021 Budget Work Plan

1	Implement Enterprise Resource Planning (ERP) System, including: • Project hierarchy and metrics (Q4 2020) • "Go-live" new finance and HR software (Q1 2021) • Begin implementation of UB software (Q1 2021) • Begin implementation of additional HR module, Advanced Scheduling (Q4 2021 or Q1 2022) • "Go-live" new UB system (Q3 2021)	*Finance*	*See Strategy/ Action*
IN PROGRESS	1/10/22 Finance and HR software went live Jan 2021. Additional HR module implementation underway with expected completion May 2022. The Tyler Munis Utility Billing system project is underway and is estimated to go live in January 2023.		
2	Determine long-term plan for future of Art Center, including: Program evaluation of community service needs for the Art Center. Ensure critical repairs are made to Art Center to properly continue existing operations in current building for at least 10 years. • Conduct feasibility and infrastructure analysis on existing Art Center building prior to the CIP process. (Q2 2020) • Conduct alternative site analysis and business plan modeling for relocation of the Art Center operations. (Q2 2021)	*Parks & Rec*	*See Strategy/ Action*
IN PROGRESS	1/12/2022 Completed infrastructure analysis and reviewing alternate site analysis locations. Reviewed business options with City Council at annual retreat. Completed research and study of a pottery forward program and location types with members of the Arts & Culture Commission that are providing the community perspective to the process. Other aspects of arts programming will continue to be decentralized at other city facilities. Reviewing study results with City Leadership to determine next steps.		
3	Implement rental housing license and inspection program.	*Health*	Q1 2020
COMPLETE	Rental inspections have resumed in single-family and multi-family rentals.		
4	Implement Police-Worn Body Cameras. (Q4 2020)	*Police*	Q4 2020
COMPLETE	Implementation completed in mid-December. Body-worn cameras fully deployed and operational.		
5	Replace Public Safety Computer-aided Dispatch (CAD) and Record Management System (RMS)	*Police*	Q4 2021
COMPLETE	1/10/2022 Completed contract negotiation and signed an agreement with Tyler Technologies on December 15, 2021. Implementation is beginning now and will continue for approximately 15-18 months until go-live (mid-2023). Capital funds to be spent over 2022-2023. Will carry the implementation phase of the project into the 2022-23 workplans.		
6	Decision, finance method and plan for relocating OR expanding Fire Station 2 in order to accommodate 24-hour operations with one fire apparatus, two ambulances and support vehicle.	*Fire*	Q4 2020

IN PROGRESS	01/10/2022 Using response time maps of fire and medical calls, staff has identified several potential sites to build a new Station #2. Each site has been evaluated and prioritized based on its location. Three sites are being studied further to better understand the acquisition and construction costs. A preferred location will be identified. The staff recommendation will be brought to the City Council for consideration in February of 2022.		
7	Determine finance method and plan for Fire Station 3 in the Northeast Quadrant of the City. This station would be of such size to accommodate 24-hour operations with one fire engine, ambulance and support vehicle.	*Fire*	Q4 2020
IN PROGRESS	01/10/2022 Propose and acquire site after Station 2 site is determined. Utilizing response models to provide efficient emergency response to all residents, staff will evaluate multiple sites and propose a recommendation to Council once the review is complete.		
8	Conduct first presidential primary under new state legislation.	*Administration*	Q1 2020
COMPLETE	1/7/2022 Voter turnout was 43 percent (6 percent for absentee voting). Turnout was 10 percent lower than estimated by Hennepin County and may have been impacted by the requirement for voters to select a party ballot. Staff is expecting $56,500 in reimbursements from the State. The City was reimbursed $56,519.37.		
9	Develop long-term plan for elections absentee voting and storage.	*Administration*	Q1 2020
COMPLETE	Complete. Absentee voting and storage will remain at City Hall and alternative locations will be used for other storage needs.		

2020 – 2021 Budget Work Plan

Goal 3: Plan for Connected & Sustainable Development

Redevelopment and renewal of commercial and residential real estate is essential to the vibrancy of the community. Redevelopment will play an integral part of providing an inclusive, high quality of life that the Edina community expects. It is important to ensure plans and policies are relevant today and flexible for tomorrow. Incorporating sustainability principles and standards during redevelopment with the goal of reducing the community's carbon footprint will be critical to human health and safety. Creating sustainable redevelopment requires forward thinking and preparing for the future.

ONGOING OBJECTIVES

- Determine, track and meet sustainability goals for metrics such as energy, transportation, water and waste.
- Connect neighborhoods, businesses and open spaces.
- Support the continued high quality of life offered to residents and those who work in Edina.
- Promote affordable lifecycle housing.
- Demonstrate resiliency to changing climate and future community needs.

2020-2021 BUDGET OBJECTIVES

- Continue installation of sidewalks and shared-use paths (e.g., Twin Loops implementation).
- Launch residential curbside organics and recycling (define numbers and goals).
- Create affordable/workforce housing (1,220 units by 2030).

	2020-2021 Strategy/Action	Dept Lead	Target
I	Continue development and implement a strategy to create affordable housing units with revenue from the Affordable Housing Policy and from Southdale II TIF District special authority.	*Community Development*	Q4 2021
IN PROGRESS	1/14/2022 Affordable Housing Trust Fund The Homes Within Reach has been approved. Houses are being sought for purchase. In 2021 two houses were sold to end-buyers. Homes Within Reach continue to look for homes to purchase, renovate and place into their program. A housing rehabilitation program was also approved. in 2021 20 homeowners were approved for funds. Southdale II Developer for 4040 W. 70th is still securing funds. On behalf of the Edina Housing Foundation, staff reached out to a broker to secure an additional potential development site. Metro HRA was awarded funds to acquire homes for their Family Affordable Housing Program. One house has been acquired thus far. This project did receive a $16.7M Housing Revenue Bond allocation		

	from Minnesota Management and Budget. These are highly competitive funds which leverage 4% Low Income Housing Tax Credits. Due to the bonding rules, the development must close by July 2022.		
2	Create and implement a green building policy to incent sustainable building and operational practices for new development and redevelopment. (Connected with 1-2)	*Engineering*	Q3 2021
COMPLETE	12/21/2021 Policy approved by City Council.		
3	Develop waste reduction goals and implementation plan for residential organics recycling for April 2020 launch.	*Health*	Q2 2020
COMPLETE	Program began in June 2020. There are 100 tons of organics per month diverted from the waste stream. And a 30 percent participation rate in the organics recycling program.		
4	Implement Energy Benchmarking ordinance.	*Engineering*	Q4 2021
IN PROGRESS	12/21/2021 2021 data complete. Council approved changes to the ordinance related to water data and energy assessments.		
5	Decide on future of redevelopment of the former Public Works site in the Grandview area by Q2 2021.	*Community Development*	Q2 2022
IN PROGRESS	1/7/22 A sketch plan will be reviewed by the Planning Commission and City Council for development of the site in January/February of 2022.		
6	Develop a Climate Action Plan for the City.	*Engineering*	Q4 2021
COMPLETE	12/21/2021 Approved by City Council.		
7	Complete study of expanding public parking at 44th and France and explore a strategy to create district parking in the 44th and France Area per the 44th and France Small Area Plan, including parameters that balance current transportation needs and sustainability goals.	*Community Development/ Finance*	Q4 2022
IN PROGRESS	1/7/2022 New funding options have been identified. A property owner meeting was held in October 2021. There is interest from the ownership group.		
8	Develop Travel Demand Management Policy.	*Engineering*	Q4 2020
COMPLETE	Approved by Council April 2021.		
9	Prepare a District Plan for the Cahill Industrial Park by Q4 2022.	*Community Development*	Q4 2023
IN PROGRESS	1/7/2022 The project has begun. A kick-off meeting was held Nov. 15, 2021. Members of the working group have been selected. Next step is to select a consultant to assist.		
10	Work with Edina School District to develop and implement Safe Routes to Schools program.	*Engineering*	Q1 2020

ON HOLD	Indefinitely on hold with COVID-19 Pandemic and as School District group focused on busing instead until further notice. MnDOT grant program study complete at Cornelia, Highlands and Creek Valley Elementary Schools.

Goal 4: Foster Inclusive and Engaged Community

It is important that the City helps to foster a community that is welcoming and inclusive to all who live, work and spend time in Edina. The City wants to ensure that it works for all of the community. Efforts to engage the community will utilize multiple platforms, be informative, transparent, responsive and involve volunteers and City Commissions.

ONGOING OBJECTIVES

- Ensure City policies and practices do not have disparate impacts based on race, color, national origin, creed, religion, age, sex, sexual orientation, gender expression, familial status or disability.
- Conduct clear and meaningful community engagement where:
  - The decision to be made and decision-making process is clearly defined.
  - Individuals understand how and when they can participate.
  - The City communicates what feedback is used and why.
  - Inclusive engagement methods provide a variety of ways for the public to participate in the decision-making process and ensure all voices are heard.
  - Residents are satisfied with the process, even if they disagree with the outcome.

2020-2021 BUDGET OBJECTIVES

- Increase participation in Better Together Edina online engagement website.
- Implement racial equity measures to provide accountability of work.
- Strengthen leadership and support for city-wide racial equity work.
- Better leverage Boards and Commissions.
- Reduce barriers to public participation.
- Increase diversity of boards, commissions, task forces and staff.

	2020-2021 Strategy/Action	Dept Lead	Target
1	Continue implementation of Racial Equity Implementation Plan and provide quarterly reports to City Council and HRRC.	*Administration*	Q4 2020
IN PROGRESS	1/7/22 Race & Equity Work Plan progress will be provided to HRRC quarterly, which aligns with timeline to City Council.		
2	Continue to evaluate and further refine community engagement standards and protocols based on IAP2 model.	*Administration*	Q4 2020

COMPLETE	Promo video and website updates done for Better Together Edina. Will continue to refine.		
3	Develop measurable city-wide/department racial equity goals and incorporate racial equity tools and resources into decision-making processes.	*Administration*	Q1 2021
COMPLETE	1/10/22 Staff has met with ELT for 2022 work plan development. Staff members have created work plan tools and provided tools to ELT for 2021 work plan development.		
4	Strengthen leadership and support for city-wide racial equity work, including providing additional training, tools and resources to embed an equity framework to City processes, services and decisions. This strategy will build upon all employee and leadership training conducted in 2018-2019. • Develop and implement racial equity leadership training, resources and support for City Council. (Q1 2020). • Conduct advanced racial equity training for staff leadership and foundational training for all employees. (Q2 2020). • Incorporate employee selected racial equity competency in annual performance review.	*Administration*	Q3 2020
COMPLETE	1/10/2022 88% of full-time staff in 2021 have completed GROW Training. Training will continue in 2022 to reach 100% of current staff and new staff. Racial equity training for full-time staff rolled out February 2021, at this time 161 full-time employees have completed the training. Racial equity goals are included in staff quarterly check-in reviews. Still need to work with HR to review ERP system capabilities to incorporate competencies in performance reviews going forward.		
5	Develop and implement a plan to increase diversity of boards and commissions members.	*Administration*	Q3 2020
COMPLETE	Presented 2022 process enhancements to Board & Commission recruitment, outreach, application and interview process to Council. Plan has been developed and in process of being implemented.		

Racial Equity Work Plan

ACCOUNTABILITY & DATA COLLECTION

GOAL:	TARGET	STATUS	PROGRESS
Hire a full-time Race and Equity coordinator, whose accountabilities include oversight of the Racial Equity Implementation Plan (work plan), monitoring, assessing and evaluating progress toward goals.	2019 - Q1	**Complete**	Race and Equity Coordinator started on March 18, 2019.
Racial Equity goals and metrics from the Racial Equity Implementation Plan will be incorporated into department work plans and employee performance reviews.	2019 - Q1	**Complete/** Ongoing	City-wide race and equity goals have been established for 2021 such as full-time employees attending race and equity training being offered was 2021, which 300 full-time employees have attended.
The racial equity advancement team (REAT) will work identify specific opportunities to increase racial and cultural diversity on work teams.	2019 - Q2	**Complete/** Ongoing	REAT will have 6 staff members onboard starting in 2022 as some members have cycled off from team. Monthly meetings with full team and each working group team meets to plan and complete their work plans.
Report results of the Quality of Life Survey disaggregated by race/ethnicity as part of the Annual Racial Equity Advancement Report.	2019 - Q2	Not Complete	Survey results presented in June 2019. Race/ethnicity could not be disaggregated for all questions because the number of non-white survey respondents was small. However, 2021 Quality of Life Survey (QLS) has been completed and larger sample number of surveys sent to community. 2021 QLS results has been reported to City Council.
Evaluate feasibility and advisability of increasing the amount of police-community data collected by the City.	2019 - Q2	In Progress/ Continuation in 2022	Continuation in 2022. Signed agreement with new CAD/RMS vendor in December 2021 and system infrastructure implementation planning will start in Q1-2022. Planning for data collection process could start by Q3-2022.
Provide Racial Equity Training to all City staff.	2019 - Q2	**Complete**	Leadership training on 12/2018 and IQS Racial Equity training for full-time city employees in 1/2019. City Council and Executive Leadership went through GROW Framework training in Q1-2020. As of 12/31/2021, 300 full-time employees have completed GROW Feamework as part of Citywide training.
Evaluate quality of life survey questions to elicit relevant information about all city services around Race and Equity.	2019 - Q3	**Complete**	Quality of Life Survey results for 2019 & 2021 have been completed and results have been presented to City Council and community.
Maintain a database on the number and location of affordable housing in Edina.	2019 - Q4	**Complete/** Ongoing	Database of mult-housing units have been created and available on City of Edina's Afforable Housing page.
Upon reviewing Police Department Policy Manual and removing non-public information, the manual will be placed on the City's website.	2019 - Q4	**Complete**	All police department manual policies have been reviewed and posted on the City website, except policies that have tactical information.
Investigate available data to desegregate maps of resident population by race and how this data can be linked to allocating funds through City budgeting processes (CIP, PACS, Operating)	2019 - Q4	In Progress/ Continuation in 2022	PACS Prioritization will be presented Transportation Commission feedback then presented to City Council for review. Continuation in 2022. The PACS Proiritization will be a model template in other budgeting processes such as CIP, budgeting, etc.
Establish a Racial Equity Advancement Annual Report and presentation for the Human Rights and Relations Commission and City Council. The annual report to the City Council will be presented at the second Council meeting in January starting in January of 2020.	2020 - Q1	**Complete/** Ongoing	Race & Equity Annual Report presentation has been provided to City Council and Human Rights and Relations Commissions by Race and Equity Coordinator, along with a quarterly report status report in council packets. Annual presentations are generally provided in Q2.

CITY FACILITIES & SERVICES

GOAL:	TARGET	STATUS	PROGRESS
Deliver staff training on scholarship fund availability to ensure residents are provided the opportunity to apply for financial assistance.	2019 - Q1	In Progress/ Continuation in 2022	Moving to 2022, challenges due to pandemic and staffing continue.
Review the existing Come Home 2 Edina program and advertisement strategy to families of color.	2019 - Q3	**Complete**	Brochures have been translated into Spanish; however, more intentional is being focused on alternative ways to market to families of color such as creating relationships with organizations. Demographic information continues to be collected through application process.

Updated 10.13.2021

Racial Equity Work Plan

CITY FACILITIES & SERVICES			
GOAL:	**TARGET**	**STATUS**	**PROGRESS**
Ensure City facility artwork and décor reflects diversity of race and culture.	2019 - Q4	**Complete**	Arts & Décor Rurbic was approved by City Council on August 18, 2020. Arts & Culture Commission is using the rubric for Public Art process.
Review and identify if barriers to utilization of Park and Recreation programs exist and elicit solutions from community members and users.	2019 - Q4	In Progress/ Continuation in 2022	PARC and HRRC provded comments to staff member survey implmentation plan in 2021. Staff members will meet in 2022 to review feedback and create implementation plan for community surveying. Moving item to 2022 Race & Equity Work Plan.
Name a public facility in the Grandview area after BC and Ellen Yancey. Human Rights and Relations Commission will review and comment. Parks and Recreation Commission will review and recommend.	2019 - Q4	**Complete**	On October 7, 2020 the Edina City Council unanimously renamed Garden Park as Yancey Park and directed staff to plan for the renaming. Discriminatory covenant on City-owned facility denounced in June 2021 and Yancey Park Dedication event took place on October 4, 2021.
Ensure facilities have wayfinding signage and printed materials in multiple languages.	2019 - Q4	Ongoing/ Continuation in 2022	Centennial Lakes Parks being identified as focus to inventory of signs, potential costs and resources needed; however, project will be moved to 2022. As City facilities maps are updated, there is a focus on inserting wayfinding icons for better viewing experience.
Employees will be trained on how to support first-time guests of City facilities.	2020 - Q4	In Progress/ Continuation in 2022	No P&R employee training has been offered in 2021. In Q4-2021, P&R staff plans to have City facility leadership review the employee handbook/code of conduct to get assessment of each facility training process. Moving into 2022 plan.

COMMUNITY ENGAGMENT & COMMUNICATIONS			
GOAL:	**TARGET**	**STATUS**	**PROGRESS**
Add Metro transit link to facility website(s).	2018 - Q4	**Complete**	Links for Metro Transit has been added to facility website.
Staff will create a standing City communications "Feedback Group" of volunteer residents that can be called upon via meeting, email, or as needed for both strategic and quick feedback to staff.	2018 - Q4	**Complete**/ Ongoing	Group has been assembled. First meeting in January 2019 and group will have ongoing meetings to receive feedback. Communications Feedback Group continues to meet.
The new City Community Engagement employee will ensure there is a robust community engagement approach, informed by ongoing relationship with residents, residents of color and residents for whom English is a second language.	2019 - Q1	**Complete**/ Ongoing	Community Engagement Manager continues to adapt engagement approach while looking at potential opportunity gaps to increase diversity such as reviewing Boards & Commission and volunteer recruitment while engaging neighborhoods to participate in recognized neighborhoods program.
The City will include questions on racial equity work in the 2019 Quality of Life Survey.	2019 - Q1	**Complete**	Survey included racial and self indicators to provide baseline information to help support racial equity work. 2021 Quality of Life Survey results have been presented to City Council and community. Survey responses in 2021 show 68% of survey participants indicate that it is essential and/or very important local government focuses on creating a diverse and inclusive city. In 2017 and 2019, 56% of survey participants indicate that it is essential and/or very important local government focuses on creating a diverse and inclusive city.
Develop protocol and procedures to apply a race and equity perspective to communications content.	2019 - Q2	**Complete**	The communications protocol document was reviewed by HRRC and REAT and will updated as needed.
Evaluate and improve the police department's current Community Outreach Programs. Consider opportunities for community members to engage with the department.	2019 - Q2	Ongoing	Police Department currently reviewing community engagement process. Additional review of current communications and marketing of community engagement events is occuring.
During Community Outreach Program Evaluation, the police department will develop communication strategies to publicize and promote the department through communication methods including social media.	2019 - Q2	Ongoing	Police Department currently reviewing community engagement process. Additional review of current communications and marketing of community engagement events is occuring.
Develop a strategic approach to the city's community engagement efforts. Task a city employee with overseeing/directing community engagement work.	2019 - Q4	**Complete**/ Ongoing	The Community Engagement Manager continues to engage community through different modes such as Better Together Edina, Neighborhood Association Recognition, public participation efforts, and increasing diversity in Boards and Commissions.

Updated 10.13.2021

Racial Equity Work Plan

COMMUNITY ENGAGMENT & COMMUNICATIONS			
GOAL:	**TARGET**	**STATUS**	**PROGRESS**
The City will develop plain language policy and an LEP (Limited English Proficiency) policy for City communications.	2019 - Q4	**Complete**	Plain Language Policy and Limited English Proficiency policy has been approved. Frontline staff members have been provided training and LanguageLine phone number cards. Training for staff members will be provided as needed.
Use insights gained from new partnerships and relationships with community, the City will find new ways to market and communicate to POC.	2019 - Q4	**Complete**/ Ongoing	Communications is continuing relationships with media outlets who focus on people of color and has been begun to distribute City of Edina press releases through modes such as text updates from the City and focus of accessibilty of communications in multiple languagses.
Develop alternate ways to register for programs or use of City facilities. The city will develop new ways to reach and welcome new and underserved populations into the community.	2019 - Q4	**Complete/** Ongoing	Google Translate option on website and Connect Card being promoted on Activity Directory. City partnering with Edina Community Education on "New to Edina" event in 2021.
The Police Department will conduct a review of the Crime Report policy for posting individual names on the department website.	2019 - Q4	**Complete**	Weekly Crime Reports, as of October 7, 2019, names of individuals have been removed. The report contains age and gender of individuals and location of report. Archive timeframe changed from 6 months to 2 months. Discussion to monitor if there are changes in staff workflow based on change as well potential equity challenges that arise in the future.

DEVELOPMENT & ENFORCEMENT OF POLICIES			
GOAL:	**TARGET**	**STATUS**	**PROGRESS**
Make a language edit to the Edina Affordable Housing Policy: The City recognizes the need to provide affordable housing in order to create and maintain a diverse population and to provide housing for those who live or work in the City.	2018 - Q4	**Complete**/ Ongoing	Approved by Council October 2018. Policy is reviewed yearly. Last reviewed in March 2021.
Develop goals and policies to increase the number of affordable housing units and rental until where housing assistance vouchers (ex. Section 8) can be used.	2018 - Q4	**Complete**/ Ongoing	Every owner/developer that has affordable housing units and rentals in Edina receives an affordable housing guide that includes non-discriminatory language.
Request the Edina Housing Foundation to review the affordable housing policy to specifically consider removing the option for developers to opt-out of building affordable units.	2019 - Q2	**Complete**	Reviewed Affordable Housing Policy with Edina Housing Foundation to remove opt-out option. Decision to not remove opt-out policy because funds from Affordable Housing Trust Fund could be used to further program. Policy is reviewed yearly.
Develop City-wide procedure and policy for responding to complaints that are perceived by staff as possibly racially motivated. Collect data on complaints that seem discriminatory in nature, including who makes the complaints and about whom. Apply this policy to complaints against those belonging to other protected groups.	2019 - Q2	In Progress/ Continuation in 2022	Bias and Discrimination Form has been added to City website for community members to complete. Researching compliant intake process for departments that receive compliants from community members. This goal will be carried in 2022 Race & Equity Work Plan.
Review affordable housing policy annually to address current conditions and needs. Ensure race and equity policy perspective is used at each review period.	2019 - Q4	**Complete**/ Ongoing	Affordable Housing Policy reviewed and presented to Council in Q1-2021. Policy is reviewed annually.
Review Edina zoning regulations through a racial equity lens to change or remove language that may contribute to racial disparities. Develop language with the intention of reducing inequities in the City's zoning regulations.	2019 - Q4	**Complete/** Ongoing	Community Development will scaffold additional zoning regulations through a race and equity lens each year. This is will be an ongoing work plan item as zoning ordinances are reviewed individually. Starting to collect data on impact of garage and basement ordinances changes.
Review process on using affordable housing funds received from the opt-out option and develop a policy to ensure funds will be used with a race and equity lens.	2019 - Q4	In Progress/ Continuation in 2022	Buy-In funds are tied to the Affordable Housing Policy which now states that new multifamily apartments cannot discriminate against housing choice voucher holders. A formallized process is currently being used for "buy-in" options funds for land trust and other opportunities through a race and equity lens is being created. Move work plan item in 2022.
Review policy and outline requirement and enforcement mechanism to ensure associations and vendors that utilize/rent City facilities are operating in accordance with the city's expectation regarding race equity and inclusion. Post the policy throughout City facilities.	2019 - Q4	In Progress/ Continuation in 2022	The policies are currently being reviewed to compile to create more alignment for all associations and vendors. Due to staffing changes, a pause has been placed on this work plan item until 2022.

Updated 10.13.2021

Racial Equity Work Plan

DEVELOPMENT & ENFORCEMENT OF POLICIES			
GOAL:	**TARGET**	**STATUS**	**PROGRESS**
Study and report on the 21st Century Policing Initiative's alignment with City of Edina's police officer field training processes.	2019 - Q4	**Complete**	21st Century Policing Initiative review has been completed by Police Department. Police Department is review officer wellness and recruitment processes.
The Police Department will evaluate the Department Policy Manual through a race and equity lens related to use of force.	2019 - Q4	**Complete**	Use of Force Policy has been reviewed and placed on City website in Police Department. Policy is updated when POST Board provides edits/revisions.
Review the Police Department's Policy 690.00 of Impartial Policing.	2019 - Q4	**Complete**	Police Department Policy 690.00 of Impartial Policing has been reviewed, updated and placed on the City website for public.
The Police Department will analyze policies related to external and independent criminal investigations and prosecutions for Officer Involved shootings and In-Custody death incidents.	2019 - Q4	**Complete**	Officer involved shooting policy has been updated to include audio/video retention, supervisor to assist, and who speaks with media.
Review the Police Department's Conduct of Department Members and Persons of Detained or In-Custody policies and consider adding a provision to current policies requiring officers to identify to individuals stopped or detained as soon as practical and reasonable.	2019 - Q4	**Complete**	Review of Conduct of Department Members and Persons Detained or In-Custoday policies have been completed and added on Police Department website .
Review feasibility of developing a policy to create an incentive for sellers to take Federal Housing Administration (FHA) loans.	2019 - TBD	**Complete**	Based on research of feasibility, process for FHA approval is cumbersome and expensive. An alternative process would be potentially combining mortgage with Come Home 2 Edina mortgage.

EMPLOYEE TRAINING & DIVERSITY			
GOAL:	**TARGET**	**STATUS**	**PROGRESS**
Participate in a Twin Cities People of Color (POC) job fair in 2019 as either an employer or sponsor.	2019 - Q4	**Complete**	City staff and leadership participated in the October 2019 People of Color Job Fair in Minneapolis.
Develop diversity recruiting strategy for City employees that identifies specific actions to be taken on an annual basis to more closely reflect demographics or Hennepin County.	2019 - Q4	In Progress/ Continuation in 2022	Staffing will be focusing creating a strategy that distinguishes between sourcing and recruiting will be looking at this in 2022. Race & Equity Annual report to City Council will have more information regarding recruiting and hiring strategies in 2022.
Human Resources staff will implement hiring practices to include more racially and culturally diverse outreach, inclusive applications questions, recruitment, selection and interview processes.	2019 - Q4	**Complete**	Application process has been revised such as interview question has been added through a race/diversity lens, interview panel training for staff. These changes have been completed and the next step will be assess the effectiveness of the changes. Hiring manager training will be reviewed in 2021.
The City will assess and revise job descriptions as positions become available to include racial equity competencies.	2019 - Q4	**Complete/** Ongoing	Job descriptions are being revised when positions are available for hiring. A race and equity competency general statement has been added when job descriptions are being revised. A welcoming and inclusive statement has been added to Edina job posting website.
Train employees on the City code of conduct, safety and security procedures, language interpretation services and cost options.	2019 - Q4	In Progress/ Continuation in 2022	Carried over into 2022. Training specificially for front line staff will be created and implemented for onboarding seasonal staff in 2022. Due to COVID, the training was paused as well as staffing challenges.
Set goals of increasing the percentage of fulltime staff who are people of color and/or fluent in a language other than English.	2019 - Q4	Ongoing/ Continuous in 2022	Staff members have collected data to establish baseline information of staff member to start look at potential goals in 2022.
The City will include data on its employment goals in the Racial Equity Advancement Annual Report starting in 2020 for employment activities in 2019.	2020 - Q4	**Complete/** Ongoing	Human Resources and Race and Equity Coordinator gathering yearly data from human resource management system. This work plan will coincide with looking at the data set of people who applied, inerview and have been hired in 2019-2021. Data will be provided yearly starting in 2022.
Research the City's participation in, or establishment of, a program like Pathways to Policing to develop future candidates for careers in local law enforcement for people of color.	2021 - Q4	In Progress/ Continuation in 2022	Police Department and Fire Department looking at current in-department proceses for future candidates and will evaluate what possible options in recruitment for people of color in law enforcement.

Updated 10.13.2021

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: XII.B.

To: Mayor and City Council

Item Type:

From:

Item Activity:

Subject: Prep Memo for January 19, 2022

ACTION REQUESTED:

INTRODUCTION:

ATTACHMENTS:

Prep Memo

Sharon Allison

From:	Scott H. Neal
Sent:	Wednesday, January 19, 2022 4:57 PM
To:	jhovland@hovlandrasmus.com; Kevin Staunton; Ron Anderson; James Pierce; Carolyn Jackson
Cc:	Lisa Schaefer; Sharon Allison
Subject:	Tonight's Council Meeting and Work Session
Attachments:	Resolution_No._2021-17_Local_Option_Sales_Tax.docx

Good Afternoon –

A couple of things for tonight's Work Session and Council Meetings:

1. Meetings are virtual tonight.
2. Mayor will be participating tonight from Washington DC.
3. Our Work Session is a closed session meeting to discuss labor relations strategy.
4. Council Member Jackson has asked to remove the climate resolution from the Consent Agenda. I have not had other requests to remove anything else from Consent
5. Rep. Edelson asked me to resubmit a resolution from the City Council regarding the Council's supportive of the local option sales tax amendment bill that you have all previously seen and support. The resolution is attached to this email. It is an adaptation from a similar resolution adopted by the Council in January 2021. This is our last Council meeting in January, which means tonight is your last opportunity to adopt this resolution before the State's Jan 31 deadline to submit it. I will ask the Council to add it to the agenda tonight at the appropriate time.

That's all.

Scott

CITY OF EDINA

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

Date: January 19, 2022

Agenda Item #: XIII.

To: Mayor and City Council

Item Type: Other

From: Sharon Allison, City Clerk

Item Activity: Information

Subject: Calendar of City Council Meetings and Events

ACTION REQUESTED:
None; information only.

INTRODUCTION:

Date	Time	Meeting/Event	Location
Tues, Jan 19	5:30 p.m.	Labor Negotiation Strategy (Closed Meeting)	Virtual
	7:00 p.m.	City Council Regular Meeting	Virtual
Wed, Feb 2	5:30 p.m.	Fire Station 2 Site Selection	Virtual
	7:00 p.m.	City Council Regular Meeting	Virtual
Thurs, Feb 10	7:30 a.m.	Housing & Redevelopment Authority	Virtual
Tues, Feb 15	5:30 p.m.	City Manager Performance Review (Closed Meeting)	Virtual
	7:00 p.m.	City Council Regular Meeting	Virtual
Mon, Feb 21	***PRESIDENTS DAY – CITY HALL CLOSED***		