

**Agenda
City Council Meeting
City of Edina, Minnesota
Edina City Hall Council Chambers**

**Tuesday, September 20, 2022
7:00 PM**

Watch the meeting on cable TV or at EdinaMN.gov/LiveMeetings or [Facebook.com/EdinaMN](https://www.facebook.com/EdinaMN).

Participate in Community Comment and Public Hearings

Call 888-504-7949

Enter Participant Passcode 976976

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

An operator 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 and Regular, Sept. 7, 2022
- B. Approve Payment of Claims
- C. Resolution 2022-83: Approving the 2023 Budget and Dues Increase for the I-494 Corridor Commission
- D. Reject Bids for Contract ENG 22-18NB West 50th Street and Sunnyslope Road East Turn Lane Improvements
- E. Approve Agreements with Soo Line Railroad Company dba Canadian Pacific
- F. Request for Purchase: Engineering Services Public Works Trench Drain Repairs
- G. Request for Purchase: Edinborough Park Building Automation System
- H. Request for Purchase: Change Order No. 2 Electrical Locates
- I. Request for Purchase: Police Security Upgrades Ballistic Door Storefront
- J. Request for Purchase: Police Security Upgrades High-Speed Garage Doors
- K. Request for Purchase: Fire Station #1 Workspace Expansion
- L. Request for Purchase: McCauley Trail Shared Use Path Phase 1
- M. Set December 6, 2022, as the Public Hearing Date for the 2023 Levy and Budget
- N. Approve 2022-2023 Union Contract for LELS Local 486 Police Sergeants
- O. Request for Purchase: Replace Automated CPR Devices
- P. Approve League of Minnesota Cities Annual Membership Dues
- Q. Approve Mann Theatres Business Establishment Name Change for Liquor License
- R. Continue Action to October 6, 2022, for Resolution No. 2022-77 and Ordinance No. 2022-11: Preliminary Rezoning from PID, Planned Industrial District to PUD, Planned Unit Development, and Subdivision at 5146 Eden Avenue (Former Public Works Site)

VII. Special Recognitions And Presentations

- A. Proclamation: Declaring September 17-23 Constitution Week

VIII. 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. 2022-81 and Zoning Ordinance No. 2022-13: To revise the PUD-16 Zoning District to include a new Overall Development Plan and Site Plan Review for 7200 and 7250 France Avenue

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

- A. Receive Advisory Communication from the Heritage Preservation Commission
- B. Resolution No. 2022-79: Approving Right-of-Way Easement Vacation at 5304 Whiting Avenue
- C. Ordinance No. 2022-12: Establishing a Municipal Licensing and Regulatory System for THC-Infused Edibles and Drinks
- D. Resolution No. 2022-84: Adopting the Proposed Budget and Establishing the Proposed Tax Levy Payable in 2023

X. Commission Correspondence (Minutes and Advisory Communication)

- A. Minutes: Energy & Environment Commission Aug. 11, 2022
- B. Minutes: Parks & Recreation Commission Aug. 8, 2022

XI. Manager's Comments

- A. Prep Memo for Sept. 20, 2022

XII. Mayor And Council Comments

XIII. 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: September 20, 2022

Agenda Item #: V.A.

To: Mayor and City Council

Item Type:

Other

From: Sharon Allison, City Clerk

Item Activity:

Subject: City Manager's Response to Community Comments

Information

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

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Date: September 20, 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 and Regular, Sept. 7, 2022

ACTION REQUESTED:

Approve Minutes as presented.

INTRODUCTION:

ATTACHMENTS:

Draft Minutes: Work Session, Sept. 7, 2022

Draft Minutes: Regular, Sept. 7, 2022

**MINUTES
OF THE EDINA CITY COUNCIL
WORK SESSION
COMMUNITY ROOM, CITY HALL
WEDNESDAY, SEPTEMBER 7, 2022
5:30 P.M.**

CALL TO ORDER

Mayor Hovland called the meeting to order at 5:37 p.m.

ROLL CALL

Answering roll call were Council Members Anderson, Jackson, Pierce; Mayor Hovland.

Council Member Staunton arrived at 5:45 p.m.

Staff in attendance: Scott Neal, City Manager; Lisa Schaefer, Assistant City Manager; Gillian Straub, City Management Fellow; Andrew Scipioni, Transportation Planner; Grace Hancock, Sustainability Manager; Chad Millner, Director of Engineering; Jesse Meyer-Rudd, IT Support Supervisor; and Noel Mills, Deputy City Clerk.

JOINT MEETING: TRANSPORTATION COMMISSION

Chair Kirk Johnson provided updates on the commission's current initiatives. Regarding the Boulevard Tree Policy initiative, the commission recommended an ordinance that would require residents to get a permit to remove trees from boulevard property, with the goal of maintaining the tree canopy. Fines would help finance a city tree fund. The second initiative, the Public Transit Checklist, is paused until 2023. The Safe Routes to School and the process review for Traffic Impact Studies initiatives were paused because of the resignation of the commissioner working on them. The commission is working on its 2023 Work Plan. Council asked questions and provided feedback.

JOINT MEETING: ENERGY & ENVIRONMENT COMMISSION

Chair Hilda Martinez provided updates on the commission's initiatives. No Mow May was successful. The pollinator resolution was successful, and participants felt positively about the initiative, so the commission is considering making the initiative ongoing. The commission is proposing an amendment to the City's ordinance on residential trees. The Green Business Recognition Program currently has eight businesses recognized and four more in the pipeline. Recycling and composting in multi-family residences were paused until Organics Recycling Coordinator Singh presents her team's work. A GreenCorps member will be starting soon to work on this initiative. The commission has been attending City events to educate the community about its initiatives. The commission is proposing the City advances an ordinance that imposes a minimum fee on all single-use bags. The commission organized a metro-wide energy and environment networking meeting. Council asked questions and provided feedback.

ADJOURNMENT

Mayor Hovland adjourned the meeting at 6:14 p.m.

Respectfully submitted,

Minutes approved by the Edina City Council.

Noel Mills, Deputy City Clerk

Kevin Staunton, Acting Mayor

**MINUTES
OF THE REGULAR MEETING OF THE
EDINA CITY COUNCIL MEETING
SEPTEMBER 7, 2022
7:00 PM**

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.

II. ROLL CALL

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

Absent: None.

III. PLEDGE OF ALLEGIANCE

IV. MEETING AGENDA APPROVED AS PRESENTED

Member Anderson made a motion, seconded by Member Pierce, to approve the meeting agenda as presented.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

V. COMMUNITY COMMENT

Roger Nunn, 5608 Code Avenue South, spoke about the Melody A/B/Birchcrest reconstruction project area and incomplete landscaping and asked when the project would be completed. He shared concerns about lack of backfill to contour and grade and lack of communication regarding the timeline. He spoke about how residents had to do their own irrigation repair because the City was not doing a sufficient job, requested reimbursement, then spoke about impacts on property values.

Ruth Metzger, 5600 Dale Avenue, asked when the Melody A/B/Birchcrest reconstruction project area would be completed then outlined several specific areas of concern that included sidewalk completion and the railway, trucks navigating the area, damaged red bud tree, and assessments being due before the project was complete.

Benett Guimo, 4845 Abbott Avenue South, thanked the Council for listening to the public's concerns this evening.

Director of Engineering Millner responded to concerns raised regarding the Melody A/B/Birchcrest reconstruction project. He apologized for the contractor's performance to date and outlined work to complete the restoration, which included specific staff oversight until completion.

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

Manager Neal shared an update from the Community Comments from the last meeting.

VI. CONSENT AGENDA ADOPTED AS AMENDED

Member Staunton made a motion, seconded by Member Jackson, approving the consent agenda as amended, removing Item VI.M, Water Bill Credit for Street Reconstruction Projects Melody Lake, Creek Knoll and 58th Street:

VI.A. Approve Minutes of the Work Session and Regular Meeting of August 16, 2022

VI.B. Approve Claims for Payment for Check Register Pre-List Dated August 12, 2022, totaling \$1,560,125.95; Pre-List Dated August 12, 2022, totaling \$10,938.65; Pre-List

Dated August 19, 2022, totaling \$861,000.96; and Pre-List Dated August 26, 2022, totaling \$2,310,592.00

- VI.C. Approve Grant Agreement JSG Company, LLC**
- VI.D. Approve Public Health Emergency Preparedness Agreement with City of Bloomington**
- VI.E. Adopt Ordinance No. 2022-09; Amending Chapters 10 and 20 of the Edina City Code Concerning Swimming Pool and Food Establishment Licensing**
- VI.F. Request for Purchase, Countryside Park Athletic Field Fence Mesh Replacement, awarding the bid to the recommended low bidder, Bituminous Roadways, \$80,000**
- VI.G. Request for Purchase, Countryside Park Tennis Court Replacement, awarding the bid to the recommended low bidder, Sterling Fence, \$34,442**
- VI.H. Approve Lease Agreement with General Sports Corporation for Tenant Space at Braemar Arena**
- VI.I. Approve Amendment to Overlay Requirements in Sustainable Buildings Policy**
- VI.J. Request for Purchase, 50th and France District Area Traffic Study Related to E-Line BRT, awarding the bid to the recommended low bidder, TKDA, \$26,500**
- VI.K. Request for Purchase, Change Order for Additional Engineering Services for Lift Station #3, awarding the bid to the recommended low bidder, Bolton Menk, \$40,000**
- VI.L. Request for Purchase, Professional Services for Centennial Lakes Park Conditions Assessment, awarding the bid to the recommended low bidder, Kimley-Horn, \$81,400**
- ~~VI.M. Water Bill Credit for Street Reconstruction Projects Melody Lake, Creek Knoll and 58th Street~~**
- VI.N. Approve Traffic Safety Report of July 26, 2022**
- VI.O. Adopt Resolution No. 2022-78; Setting Public Hearing Date for Special Assessment and Delinquent Utilities**
- VI.P. Approve Summary Publication for Ordinance 2021-07; Amending Off-Street Parking Regulations**

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

ITEMS REMOVED FROM THE CONSENT AGENDA:

VI.M. WATER BILL CREDIT FOR STREET RECONSTRUCTION PROJECTS MELODY LAKE, CREEK KNOLL AND 58TH STREET – APPROVED

The Council shared how the proposed water bill credit was not sufficient as the contractor had failed, which led to property owners having to restore their lawns. The Council indicated the amount of credit should be increased. **Member Anderson made a motion, seconded by Member Pierce, to approve a \$200 water bill credit for Street Reconstruction Projects Melody Lake, Creek Knoll, and 58th Street as presented per residential property unit.**

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

Mr. Neal stated staff would work on communication for this adopted water bill credit for affected property owners.

VII. PUBLIC HEARINGS Affidavits of Notice presented and ordered placed on file.

VII.A. RESOLUTION NO. 2022-79; APPROVING RIGHT-OF-WAY EASEMENT VACATION AT 5304 WHITING AVENUE – CONTINUED TO SEPTEMBER 20, 2022

Director of Engineering Millner stated an application was received on August 1, 2022, requesting a utility easement be vacated at 5304 Whiting Avenue. He said there were no concerns with the vacation with the City and that staff recommended approval.

Mayor Hovland opened the public hearing at 7:42 p.m.

Public Testimony

No one addressed the Council.

The Council asked questions and provided feedback.

Member Jackson made a motion, seconded by Member Pierce, to close the public hearing at noon on September 12, 2022, and continue action on Resolution No. 2022-79 vacating public right-of-way easement, 5304 Whiting Avenue, to the September 20, 2022, City Council meeting.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VII.B. RESOLUTION NO. 2022-77 AND ORDINANCE NO. 2022-11; PRELIMINARY REZONING FROM PID PLANNED INDUSTRIAL DISTRICT TO PUD, PLANNED UNIT DEVELOPMENT, AND SUBDIVISION AT 5146 EDEN AVENUE (FORMER PUBLIC WORKS SITE) – CONTINUED TO SEPTEMBER 20, 2022

Economic Development Manager Neuendorf shared past vision and planning for the Grandview District and stated United Properties and Jester Concepts were proposing to redevelop the 3.3-acre vacant old Public Works site at 5146 Eden Avenue. As proposed, at full build out, the site would include a 6-1/2-story, 86-unit senior cooperative project (owner occupied) with underground parking. He said the project would include ten percent of the units for affordable housing (9 units); a two-story, 13,500 square foot 347 seat restaurant with 31 surface parking stalls, and additional parking would rely on the public Jerry's parking ramp to the west. He outlined the 31,643-square foot green space/public plaza area with pedestrian walkways to the pedestrian bridge, now under construction, that would connect the Jerry's parking ramp and that Phase 1 of the project would be the senior housing development, Phase 2 would be the restaurant site, followed by the park. Mr. Neuendorf said the Phase 2 portion of the project would require future site and building plan review and approval of the Planning Commission and City Council.

Community Development Director Teague shared the proposed zoning and request for the project in detail zoned PI, guided as Mixed-Use Center, with density allowed up to 100 units per acre and anticipated public use of some type. He shared about the reduced number of parking stalls for senior housing, recessed and articulated faces, balconies, and other elements, then said the project would not exceed the height of the existing Jerry's tower. He said staff believed the project met the proposed zoning code, would meet the goals of affordable housing, recommended approval, then noted the Planning Commission opposed approval as they wanted more public buildings on the site.

Terry Minarik, Confluence, said the phases would help create districts in the Grandview area which was at the heart of the community and provide space to gather, socialize, and hold events. He said they were fortunate to have the restaurant in place then outlined grade changes and park use that would include art, music, crafts, sledding, and movies.

Brent Fredrick, Jester Concepts, shared the proposed restaurant plan for the site that would include an outdoor hearth area for food service that would help activate the space and other elements.

Brian Larson, Pope Design, shared about the proposed senior co-op housing which was the first new senior housing project for many years and included parking level access from Eden, five levels of housing, smaller setbacks, indented stairs and terracing for articulation. He shared elevations then spoke about guest parking and materials of precast stone in varying colors.

Mayor Hovland opened the public hearing at 8:30 p.m.

Public Testimony

Marilyn Listvan, 5509 Highland Road, addressed the Council.

The Council asked questions and provided feedback.

Member Jackson made a motion, seconded by Member Pierce, to close the public hearing at noon on September 12, 2022, and continue action on Resolution No. 2022-77 Approving Preliminary Development Plan and Preliminary Rezoning from PID, Planned Industrial District to PUD-24 Planned Unit Development – 24 and Subdivision/Replat at 5146 Eden Avenue and hold first reading Ordinance No. 2022-11 Amending the Zoning Ordinance to add PUD-24 Planned Unit Development-24 at 5146 Eden Avenue, to the September 20, 2022, City Council meeting.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VIII. REPORTS AND RECOMMENDATIONS

VIII.A. RESOLUTION NO. 2022-80 ACCEPTING DONATIONS - ADOPTED

Member Jackson introduced and moved adoption of Resolution No. 2022-80 accepting donations. Member Pierce seconded the motion.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VIII.B. RESOLUTION 2022-74; APPROVING RIGHT-OF-WAY EASEMENT VACATION AT 7001 FRANCE AVENUE – ADOPTED

Mr. Millner said an application was received on July 12, 2022, requesting that a portion of the right-of-way easement of 7001 France Avenue be vacated and no public comments were received in relation to the easement vacation.

The Council asked questions and provided feedback.

Member Staunton introduced and moved adoption of Resolution No. 2022-74; vacating public right-of-way easement, 7001 France Avenue. Member Jackson seconded the motion.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VIII.C. ORDINANCE NO. 2022-08 – FIRST READING GRANTED – AND RESOLUTION 2022-73; APPROVING PRELIMINARY REZONING AND PRELIMINARY DEVELOPMENT PLAN FOR SOLHEM COMPANIES AT 4600 AND 4620 77TH STREET WEST – ADOPTED

Mr. Teague said Council was asked to consider a proposal to redevelop 4600 77th Street West, which was part of the Pentagon Park office development. Solhem Development was proposing to tear down one of the existing office buildings at 4600 and 4620 77th Street and construct a 7-story, 276-unit apartment with a small main level café (1,500 square feet). Twenty-eight (28) units would be included in the project to meet the City's affordable housing policy. The plan featured a new entrance to Fred Richards Park from 77th Street and would be an expansion of the residential development project under construction to the west, which was a 408-unit Housing Development zoned PUD-23. Mr. Teague noted no comments were received on *Better Together* and that staff recommended approval.

Jason Lord, Solheim Companies, spoke about improving flood storage areas and how they pulled the building back from the wetland boundary and created a covered amenity area.

The Council asked questions and provided feedback.

Member Pierce made a motion to grant First Reading to Ordinance No. 2022-08 amending PUD-23, Planned Unit Development-23, to Expand the District adding 4600 77th Street West and to introduce and adopt Resolution No. 2022-73 Approving Preliminary Development Plan and Preliminary Rezoning From Mdd-6, Mixed Development District-6 to PUD-23, Planned Unit Development – 23, at 4600 & 4620 77th Street West. Member Jackson seconded the motion.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VIII.D. ORDINANCE NO. 2022-10 AMENDING CHAPTERS 10 AND 24 CONCERNING RESIDENTIAL TREE PROTECTION – FIRST READING GRANTED

John Haugen, Energy and Environment Commissioner, shared the proposed amendments to the tree protection ordinance in detail that included the revision proposal process and how the Commission consulted with the Transportation and Planning Commissions, staff, and seven other cities. He reviewed the current state of the ordinance from 2014 that did not protect the tree canopy very well and lacked numerous provisions that included enforcement. He said the goal was to maintain a canopy of healthy, mature trees and that the amendments added a Heritage status, removed exemptions, and retained flexibility with developers. He said staff recommended approval of the proposed ordinance without Sec 24-4, Boulevard Tree Removal.

Sustainability Manager Hancock spoke about the annual redevelopment training offered for residential developers where the ordinance would be incorporated into the curriculum.

The Council asked questions and provided feedback.

Member Pierce made a motion to grant First Reading to Ordinance No. 2022-10 amending Chapters 10 and 24 of the Edina City Code as amended in Section 24-4, Boulevard Tree Removal. Member Staunton seconded the motion.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VIII.E. SUMMARY PUBLICATION FOR ORDINANCE NO. 2022-10 AMENDING CHAPTERS 10 AND 24 CONCERNING RESIDENTIAL TREE PROTECTION – TABLED TO SEPTEMBER 20, 2022

Member Jackson made a motion, seconded by Member Pierce, to table consideration of summary publication for Ordinance 2022-10 amending Chapters 10 and 24 of the Edina City Code concerning tree protection to the September 20, 2022, City Council meeting.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VIII.F. ORDINANCE NO. 2022-12 ESTABLISHING LICENSING AND REGULATORY SYSTEM FOR THC-INFUSED EDIBLES AND DRINKS – FIRST READING GRANTED

Mr. Neal said if adopted by the City Council, Ordinance 2022-12 would establish a municipal licensing and regulatory system for THC-infused edibles and drinks. Ordinance 2022-12 was prepared by the City Attorney and vetted by the City's licensing, public safety and public health compliance staffs. The ordinance was modeled after the City's regulatory enforcement code provisions and practices already used to regulate tobacco. He said the approach to use tobacco control as the model for these new licensed products was becoming the most common approach among comparable cities and that staff recommended approval of the ordinance on first reading.

The Council asked questions and provided feedback.

Member Staunton made a motion to grant First Reading to Ordinance No. 2022-12 establishing a municipal licensing and regulatory system for THC-infused edibles and drinks as amended in Section 12-558, Penalties. Member Anderson seconded the motion.

Rollcall:

Ayes: Anderson, Jackson, Pierce, Staunton, and Hovland.

Motion carried.

VIII.G. RESOLUTION NO. 2022-72; SITE PLAN REVIEW WITH MULTIPLE VARIANCES FOR 4404 VALLEY VIEW ROAD – ADOPTED

Mr. Teague said City Homes was requesting a site plan review with multiple variances to develop the vacant site at 4404 Valley View Road. This site was part of the Edina Flats project and was to have a two-story, four (4) unit condominium built on it. Multiple variances were approved as part of that project and the applicant was proposing to revise the original plans and develop the site with two (2) two-unit row houses. He said the request would require a revised site plan and variances that included structure setback variance from 35 feet to 20 feet on Oaklawn; structure setback variance from 25 to 10 feet on Valley View Road; structure setback variances from 25 to 7 and 5 feet from the side lot lines; and building materials variance to allow hardi-board siding rather than brick on the street facing elevations and not have 75% transparency at ground level.

The Council asked questions and provided feedback.

Rebecca Remick, City Homes, spoke about the financial viability of this project if it were to be changed from three units instead of four.

Member Jackson introduced and moved adoption of Resolution No. 2022-72 approving a site plan with multiple variances at 4404 Valley View Road. Member Pierce seconded the motion.

Rollcall:

Ayes: Jackson, Pierce, Staunton, and Hovland.

Nays: Anderson

Motion carried.

IX. COMMISSION CORRESPONDENCE (MINUTES AND ADVISORY COMMUNICATION) -
Received

IX.A. MINUTES: ENERGY AND ENVIRONMENT COMMISSION, JULY 14, 2022

IX.B. MINUTES: TRANSPORTATION COMMISSION, JUNE 16 AND JULY 21, 2022

IX.C. MINUTES: COMMUNITY HEALTH COMMISSION, APRIL 11 AND JUNE 13, 2022

IX.D. MINUTES: HUMAN RIGHTS AND RELATIONS COMMISSION JUNE 28 AND JULY 26, 2022

IX.E. ADVISORY COMMUNICATION; ROSLAND PARK PEDESTRIAN BRIDGE

IX.F. ADVISORY COMMUNICAITON; TRANSIT AVAILABILITY

X. MANAGER’S COMMENTS – Received

XI. MAYOR AND COUNCIL COMMENTS – Received

XI.A. EDINA ART CENTER STATUS UPDATE

XII. ADJOURNMENT

Member Staunton made a motion, seconded by Member Pierce, to adjourn the meeting at 10:08 p.m.

Ayes: Anderson, Pierce, Staunton, and Hovland.

Motion carried.

Respectfully submitted,

Minutes/Edina City Council/September 7, 2022

Noel Mills, Deputy City Clerk

Minutes approved by Edina City Council, September 20, 2022.

Kevin Staunton, Acting Mayor

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



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.B.

To: Mayor and City Council

Item Type:

Claims

From: Alisha McAndrews, Finance Director

Item Activity:

Subject: Approve Payment of Claims

Action

ACTION REQUESTED:

Approve claims for payment:

- Check Register Claims Pre-List Dated 9.2.22 TOTAL \$1,517,961.93
- Check Register Claims Pre-List Dated 9.9.22 TOTAL \$1,318,984.00

INTRODUCTION:

Claims information for approval is attached.

ATTACHMENTS:

Check Register Claims Pre-List Dated 9.2.22 TOTAL \$1,517,961.93

Check Register Claims Pre-List Dated 9.9.22 TOTAL \$1,318,984.00

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			90,941.52
2100 Police Special Revenue			88.95
2600 Housing & Redvlpmt Authority			1,635.18
2600 Housing & Redvlpmt Authority			35,873.32
2600 Housing & Redvlpmt Authority			273,277.39
4000 Capital Projects			53,989.08
4200 Equipment Replacement			51,583.00
4400 PIR Capital Projects			200,845.90
5100 Art Center			387.75
5200 Braemar Golf Course			10,739.75
5300 Aquatic Center			8,022.83
5400 Edinborough Park			13,541.75
5500 Braemar Arena			12,064.94
5700 Centennial Lakes			2,434.60
5800 Liquor			203,914.61
5900 Utility Fund			45,987.44
5900 Utility Fund			39,999.94
5900 Utility Fund			365,963.00
6000 Risk Management			5,764.75
6100 Equipment Operations			36,371.02
6200 Information Technology			33.52
6300 Facilities Management			893.06
7100 PS Training Facility			51,277.01
7200 MN Task Force 1			12,331.62
9999 Pooled Cash Fund			
		1,517,961.93	
	TOTAL	1,517,961.93	1,517,961.93

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

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
475840	09/02/2022	PRTD 101304 ABM EQUIPMENT & SUPPLY	0171669-IN	08/03/2022	20220902	977.35
				CHECK	475840 TOTAL:	977.35
475841	09/02/2022	PRTD 135922 ACUSHNET COMPANY	913930514	08/08/2022	20220902	167.39
		ACUSHNET COMPANY	913947650	08/10/2022	20220902	167.78
		ACUSHNET COMPANY	913956214	08/11/2022	20220902	107.23
		ACUSHNET COMPANY	913982375	08/16/2022	20220902	1,098.11
				CHECK	475841 TOTAL:	1,540.51
475842	09/02/2022	PRTD 143557 ADIDAS AMERICA INC	6157238937	07/12/2022	20220902	775.30
				CHECK	475842 TOTAL:	775.30
475843	09/02/2022	PRTD 130792 AIRGAS NATIONAL CARBONATION	9128538127	08/02/2022	20220902	497.95
				CHECK	475843 TOTAL:	497.95
475844	09/02/2022	PRTD 120796 ALERUS RETIREMENT AND BENEFITS	C128722	08/05/2022	20220902	186.00
				CHECK	475844 TOTAL:	186.00
475845	09/02/2022	PRTD 160095 AM CRAFT SPIRITS SALES & MARKETIN 15201		08/17/2022	20220902	63.59
		AM CRAFT SPIRITS SALES & MARKETIN 15200		08/16/2022	20220902	126.09
				CHECK	475845 TOTAL:	189.68
475846	09/02/2022	PRTD 141960 AMAZON CAPITAL SERVICES	1XXH-6X6P-F49L	08/02/2022	20220902	17.99
		AMAZON CAPITAL SERVICES	1XXH-6X6P-FT1C	08/02/2022	20220902	299.36
		AMAZON CAPITAL SERVICES	19DK-4KX9-14V7	08/02/2022	20220902	9.49
		AMAZON CAPITAL SERVICES	1QWQ-9TXY-11LN	08/02/2022	20220902	45.82
		AMAZON CAPITAL SERVICES	1JH6-9XHW-3LRG	08/02/2022	20220902	62.36
		AMAZON CAPITAL SERVICES	1LC7-NLWH-4R3X	08/03/2022	20220902	7.99
		AMAZON CAPITAL SERVICES	174R-11PV-93M3	08/03/2022	20220902	76.48

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			INVOICE	INV DATE	PO	CHECK RUN	NET
		AMAZON CAPITAL SERVICES	1Y67-9M43-7JWV	08/03/2022		20220902	28.99
		AMAZON CAPITAL SERVICES	1J3L-9414-9DHT	08/03/2022		20220902	117.00
		AMAZON CAPITAL SERVICES	1QFM-JKTX-C774	08/03/2022		20220902	49.95
		AMAZON CAPITAL SERVICES	1VKW-KQ7F-DHG4	08/03/2022		20220902	50.00
		AMAZON CAPITAL SERVICES	1XWK-VC1J-DJ3C	08/03/2022		20220902	39.99
		AMAZON CAPITAL SERVICES	167V-17L1-FM6X	08/03/2022		20220902	33.52
		AMAZON CAPITAL SERVICES	1WN7-HTWD-GW47	08/04/2022		20220902	38.67
		AMAZON CAPITAL SERVICES	134M-KXMM-HFJG	08/04/2022		20220902	114.55
		AMAZON CAPITAL SERVICES	1LWW-VKY1-LP6M	08/04/2022		20220902	7.99
		AMAZON CAPITAL SERVICES	199X-64P1-MJNT	08/04/2022		20220902	15.99
		AMAZON CAPITAL SERVICES	1LNN-TDDN-1NQF	08/04/2022		20220902	5.99
		AMAZON CAPITAL SERVICES	19MM-1R3F-1P7V	08/04/2022		20220902	436.52
		AMAZON CAPITAL SERVICES	1KVQ-3T1X-C7XR	08/05/2022		20220902	149.99
		AMAZON CAPITAL SERVICES	1GVH-LJMJ-DR7M	08/05/2022		20220902	65.31
		AMAZON CAPITAL SERVICES	1FH1-KLKN-LM7L	08/06/2022		20220902	16.62
		AMAZON CAPITAL SERVICES	1FH1-KLKN-NLCC	08/07/2022		20220902	55.68
		AMAZON CAPITAL SERVICES	1W97-P63F-QFQG	08/07/2022		20220902	11.99
		AMAZON CAPITAL SERVICES	19T1-YRFM-1C9L	08/08/2022		20220902	32.45
		AMAZON CAPITAL SERVICES	1FFW-C9G6-1Y1M	08/08/2022		20220902	-65.31
		AMAZON CAPITAL SERVICES	1RMW-Q3JM-JHH1	08/13/2022		20220902	-70.00
		AMAZON CAPITAL SERVICES	13TV-67RT-GDV1	08/19/2022		20220902	-49.95
		AMAZON CAPITAL SERVICES	1K1L-LYJV-DTKQ	08/25/2022		20220902	-10.94
				CHECK	475846	TOTAL:	1,594.49
475847	09/02/2022	PRTD 151441	ARAMARK UNIFORM AND CAREER APPEAL 2500066137	08/03/2022		20220902	246.43
			ARAMARK UNIFORM AND CAREER APPEAL 2500068605	08/08/2022		20220902	192.39

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	475847	TOTAL:	438.82
475848	09/02/2022	PRTD 151756 ARBEITER BREWING COMPANY LLC	766	08/04/2022	20220902	84.00
			CHECK	475848	TOTAL:	84.00
475849	09/02/2022	PRTD 101718 IEH AUTO PARTS LLC	380117046	08/02/2022	20220902	12.87
		IEH AUTO PARTS LLC	380117362	08/03/2022	20220902	35.64
			CHECK	475849	TOTAL:	48.51
475850	09/02/2022	PRTD 101355 BELLBOY CORPORATION	0095944300	08/04/2022	20220902	178.30
		BELLBOY CORPORATION	0095986700	08/04/2022	20220902	1,846.85
		BELLBOY CORPORATION	0105579500	08/11/2022	20220902	28.12
		BELLBOY CORPORATION	0096048500	08/11/2022	20220902	2,265.13
		BELLBOY CORPORATION	0096093100	08/11/2022	20220902	752.30
		BELLBOY CORPORATION	0105586200	08/11/2022	20220902	230.05
		BELLBOY CORPORATION	0096081900	08/11/2022	20220902	1,833.33
		BELLBOY CORPORATION	0096063400	08/11/2022	20220902	179.30
		BELLBOY CORPORATION	0096081800	08/11/2022	20220902	2,993.14
		BELLBOY CORPORATION	0105592900	08/11/2022	20220902	306.25
		BELLBOY CORPORATION	0096063500	08/11/2022	20220902	402.60
			CHECK	475850	TOTAL:	11,015.37
475851	09/02/2022	PRTD 144783 BELYN KEY LLC	19667	08/03/2022	20220902	2,138.00
			CHECK	475851	TOTAL:	2,138.00
475852	09/02/2022	PRTD 131191 BERNATELLO'S PIZZA INC	5086655	08/03/2022	20220902	312.00
		BERNATELLO'S PIZZA INC	98511176	08/05/2022	20220902	780.00
			CHECK	475852	TOTAL:	1,092.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475853	09/02/2022	PRTD 141961 MIDAMERICAN ENERGY SERVICES LLC	11517196	07/29/2022	20220902	6,120.18
		MIDAMERICAN ENERGY SERVICES LLC	11539016	07/25/2022	20220902	6,044.52
			CHECK	475853	TOTAL:	12,164.70
475854	09/02/2022	PRTD 142153 BLACK STACK BREWING INC	18692	08/04/2022	20220902	687.00
		BLACK STACK BREWING INC	18789	08/11/2022	20220902	342.00
		BLACK STACK BREWING INC	18788	08/11/2022	20220902	342.00
		BLACK STACK BREWING INC	18790	08/11/2022	20220902	468.00
			CHECK	475854	TOTAL:	1,839.00
475855	09/02/2022	PRTD 101010 BORDER STATES INDUSTRIES INC	924689596	08/03/2022	20220902	1,760.46
			CHECK	475855	TOTAL:	1,760.46
475856	09/02/2022	PRTD 105367 BOUND TREE MEDICAL LLC	84621508	07/29/2022	20220902	407.14
		BOUND TREE MEDICAL LLC	84624696	08/02/2022	20220902	595.96
		BOUND TREE MEDICAL LLC	64797225	07/07/2022	20220902	23.46
			CHECK	475856	TOTAL:	1,026.56
475857	09/02/2022	PRTD 119351 BOURGET IMPORTS	189343	08/16/2022	20220902	137.75
		BOURGET IMPORTS	189345	08/16/2022	20220902	1,041.52
		BOURGET IMPORTS	189342	08/16/2022	20220902	762.50
			CHECK	475857	TOTAL:	1,941.77
475858	09/02/2022	PRTD 117040 BOYER FORD TRUCKS INC	008P13031	08/02/2022	20220902	98.08
		BOYER FORD TRUCKS INC	008P13091	08/03/2022	20220902	7.50
		BOYER FORD TRUCKS INC	005S8087	08/08/2022	20220902	1,988.19
			CHECK	475858	TOTAL:	2,093.77

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						INVOICE	INV DATE	PO	CHECK RUN	NET
475859	09/02/2022	PRTD	125155	BRAUN, MICHAEL		3127	08/02/2022		20220902	607.50
							CHECK	475859	TOTAL:	607.50
475860	09/02/2022	PRTD	124291	BREAKTHRU BEVERAGE MINNESOTA WINE	345216933		08/11/2022		20220902	311.87
				BREAKTHRU BEVERAGE MINNESOTA WINE	345259511		08/12/2022		20220902	1,644.40
				BREAKTHRU BEVERAGE MINNESOTA WINE	345304003		08/17/2022		20220902	1,938.93
				BREAKTHRU BEVERAGE MINNESOTA WINE	345304002		08/17/2022		20220902	1,230.65
				BREAKTHRU BEVERAGE MINNESOTA WINE	345304001		08/17/2022		20220902	140.55
				BREAKTHRU BEVERAGE MINNESOTA WINE	345304000		08/17/2022		20220902	1,613.90
				BREAKTHRU BEVERAGE MINNESOTA WINE	345303997		08/17/2022		20220902	70.83
				BREAKTHRU BEVERAGE MINNESOTA WINE	345303999		08/17/2022		20220902	363.25
				BREAKTHRU BEVERAGE MINNESOTA WINE	345303998		08/17/2022		20220902	2,089.74
				BREAKTHRU BEVERAGE MINNESOTA WINE	345303979		08/17/2022		20220902	2,196.00
				BREAKTHRU BEVERAGE MINNESOTA WINE	345303977		08/17/2022		20220902	3,802.56
				BREAKTHRU BEVERAGE MINNESOTA WINE	345303978		08/17/2022		20220902	65.39
							CHECK	475860	TOTAL:	15,468.07
475861	09/02/2022	PRTD	124529	BREAKTHRU BEVERAGE MINNESOTA BEER	345201150		08/09/2022		20220902	15,142.15
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286513		08/16/2022		20220902	385.25
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286514		08/16/2022		20220902	205.15
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286579		08/16/2022		20220902	445.00
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286623		08/16/2022		20220902	343.00
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286578		08/16/2022		20220902	101.55
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286577		08/16/2022		20220902	135.40
							CHECK	475861	TOTAL:	16,757.50

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475862	09/02/2022	PRTD 100648 BERTELSON BROTHERS INC	WO-1198394-1	08/02/2022	20220902	14.22
		BERTELSON BROTHERS INC	WO-1198726-1	08/04/2022	20220902	13.96
		BERTELSON BROTHERS INC	WO-1199175-1	08/05/2022	20220902	247.02
		BERTELSON BROTHERS INC	WO-1198726-2	08/05/2022	20220902	23.60
			CHECK	475862	TOTAL:	298.80
475863	09/02/2022	PRTD 102149 CALLAWAY GOLF	934829508	05/10/2022	20220902	317.70
			CHECK	475863	TOTAL:	317.70
475864	09/02/2022	PRTD 120935 CAMPBELL KNUTSON PA	07-2022-2851	07/31/2022	20220902	14,184.63
			CHECK	475864	TOTAL:	14,184.63
475865	09/02/2022	PRTD 119455 CAPITOL BEVERAGE SALES LP	2725394	08/16/2022	20220902	1,152.00
		CAPITOL BEVERAGE SALES LP	2725393	08/16/2022	20220902	14.00
		CAPITOL BEVERAGE SALES LP	2725395	08/16/2022	20220902	2,709.75
		CAPITOL BEVERAGE SALES LP	2724948	08/12/2022	20220902	945.75
		CAPITOL BEVERAGE SALES LP	2724952	08/12/2022	20220902	1,188.00
		CAPITOL BEVERAGE SALES LP	2724953	08/12/2022	20220902	14.00
		CAPITOL BEVERAGE SALES LP	2724949	08/12/2022	20220902	1,188.00
		CAPITOL BEVERAGE SALES LP	2724950	08/12/2022	20220902	14.00
		CAPITOL BEVERAGE SALES LP	2724951	08/12/2022	20220902	2,422.00
			CHECK	475865	TOTAL:	9,647.50
475866	09/02/2022	PRTD 135341 CARCIOFINI COMPANY	36598	07/26/2022	20220902	455.00
			CHECK	475866	TOTAL:	455.00
475867	09/02/2022	PRTD 101515 CEMSTONE PRODUCTS COMPANY	C2544396	08/02/2022	20220902	986.50

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					INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 475867 TOTAL:	986.50
475868	09/02/2022	PRTD	142028	CINTAS CORPORATION	4127597228	08/08/2022		20220902	67.47
				CINTAS CORPORATION	4127596531	08/08/2022		20220902	49.01
				CINTAS CORPORATION	4127596469	08/08/2022		20220902	17.87
				CINTAS CORPORATION	4127597187	08/08/2022		20220902	16.32
				CINTAS CORPORATION	4127596467	08/08/2022		20220902	33.63
				CINTAS CORPORATION	4127596525	08/08/2022		20220902	26.88
				CINTAS CORPORATION	4127597207	08/08/2022		20220902	30.00
				CINTAS CORPORATION	4127597203	08/08/2022		20220902	98.32
				CINTAS CORPORATION	4127596515	08/08/2022		20220902	11.78
								CHECK 475868 TOTAL:	351.28
475869	09/02/2022	PRTD	139927	CITY OF ROCHESTER MN	ROCHESTER-08/2022-1	08/05/2022		20220902	5,616.00
								CHECK 475869 TOTAL:	5,616.00
475870	09/02/2022	PRTD	139927	CITY OF ROCHESTER MN	ROCHESTER-08/2022-2	08/05/2022		20220902	614.22
								CHECK 475870 TOTAL:	614.22
475871	09/02/2022	PRTD	139927	CITY OF ROCHESTER MN	ROCHESTER-08/2022-3	08/05/2022		20220902	483.54
								CHECK 475871 TOTAL:	483.54
475872	09/02/2022	PRTD	139927	CITY OF ROCHESTER MN	ROCHESTER-08/2022-4	08/05/2022		20220902	733.99
								CHECK 475872 TOTAL:	733.99
475873	09/02/2022	PRTD	145926	CLEARWATER ANALYTICS LLC	539042	08/05/2022		20220902	849.32
								CHECK 475873 TOTAL:	849.32
475874	09/02/2022	PRTD	126726	COBRA PUMA GOLF	G2978766	06/13/2022		20220902	410.61

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	475874	TOTAL:	410.61
475875	09/02/2022	PRTD 120433 COMCAST	0740105-08/22	08/18/2022	20220902	76.97
			CHECK	475875	TOTAL:	76.97
475876	09/02/2022	PRTD 144092 CONCENTRA	103614562	08/03/2022	20220902	134.00
		CONCENTRA	103619187	08/08/2022	20220902	984.00
			CHECK	475876	TOTAL:	1,118.00
475877	09/02/2022	PRTD 101403 CRYSTEEL MANUFACTURING INC	LC00078451	08/03/2022	20220902	6,595.00
			CHECK	475877	TOTAL:	6,595.00
475878	09/02/2022	PRTD 101951 CUSTOM REFRIGERATION INC	0000055026	08/08/2022	20220902	360.20
			CHECK	475878	TOTAL:	360.20
475879	09/02/2022	PRTD 160487 CUSTOM TRUCK ONE SOURCE	2022007044198	08/03/2022	20220902	35.00
		CUSTOM TRUCK ONE SOURCE	2022007043919	08/02/2022	20220902	287.50
			CHECK	475879	TOTAL:	322.50
475880	09/02/2022	PRTD 104020 DALCO ENTERPRISES INC	3966581	08/02/2022	20220902	614.72
		DALCO ENTERPRISES INC	3967585	08/04/2022	20220902	283.25
			CHECK	475880	TOTAL:	897.97
475881	09/02/2022	PRTD 129718 DREW'S CONCESSIONS LLC	2838	08/02/2022	20220902	1,678.50
		DREW'S CONCESSIONS LLC	2839	08/02/2022	20220902	796.00
		DREW'S CONCESSIONS LLC	2840	08/02/2022	20220902	199.00
			CHECK	475881	TOTAL:	2,673.50
475882	09/02/2022	PRTD 132810 ECM PUBLISHERS INC	905230	08/04/2022	20220902	83.30
		ECM PUBLISHERS INC	905231	08/04/2022	20220902	83.30

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	ECM PUBLISHERS INC	905232	08/04/2022		20220902	264.60
	ECM PUBLISHERS INC	905233	08/04/2022		20220902	83.30
			CHECK	475882	TOTAL:	514.50
475883	09/02/2022	PRTD 160490 EDELWEISS DESIGN INC	2022-055	08/08/2022	20220902	2,324.45
			CHECK	475883	TOTAL:	2,324.45
475884	09/02/2022	PRTD 142458 EDINA MARKET STREET LLC	TIF Payment 4/25/22	08/22/2022	20220902	273,277.39
			CHECK	475884	TOTAL:	273,277.39
475885	09/02/2022	PRTD 102179 EULL'S MANUFACTURING COMPANY INC	056191	07/01/2022	20220902	248.75
		EULL'S MANUFACTURING COMPANY INC	056240	07/05/2022	20220902	753.20
			CHECK	475885	TOTAL:	1,001.95
475886	09/02/2022	PRTD 148012 EVEREST EMERGENCY VEHICLES INC	P06232	08/03/2022	20220902	11.88
			CHECK	475886	TOTAL:	11.88
475887	09/02/2022	PRTD 100146 ELLIOTT AUTO SUPPLY CO, INC	69-458246	08/02/2022	20220902	22.87
		ELLIOTT AUTO SUPPLY CO, INC	69-458258	08/02/2022	20220902	8.70
		ELLIOTT AUTO SUPPLY CO, INC	1-7853169	08/04/2022	20220902	169.20
		ELLIOTT AUTO SUPPLY CO, INC	69-458398	08/03/2022	20220902	99.78
		ELLIOTT AUTO SUPPLY CO, INC	1-7865708	08/08/2022	20220902	312.92
			CHECK	475887	TOTAL:	613.47
475888	09/02/2022	PRTD 147181 FALLING BREWERY - BERGMAN LEDGE L E-7334		08/10/2022	20220902	366.00
		FALLING BREWERY - BERGMAN LEDGE L E-7427		08/17/2022	20220902	201.00
		FALLING BREWERY - BERGMAN LEDGE L E-7434		08/17/2022	20220902	201.00
		FALLING BREWERY - BERGMAN LEDGE L E-7431		08/17/2022	20220902	201.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	475888	TOTAL:	969.00
475889	09/02/2022	PRTD 116492 BRIDGETOWER OPCO, LLC	745494791	08/03/2022	20220902	149.32
		BRIDGETOWER OPCO, LLC	745499552	08/08/2022	20220902	156.58
		BRIDGETOWER OPCO, LLC	745499559	08/08/2022	20220902	112.99
			CHECK	475889	TOTAL:	418.89
475890	09/02/2022	PRTD 141837 DAIOHS USA INC	623178	08/02/2022	20220902	766.90
			CHECK	475890	TOTAL:	766.90
475891	09/02/2022	PRTD 140153 NORTHWOODS FORD	EDINA 22-101	08/09/2022	22200024 20220902	51,583.00
			CHECK	475891	TOTAL:	51,583.00
475892	09/02/2022	PRTD 160348 FUTRELL FIRE CONSULT & DESIGN INC	24520	08/04/2022	20220902	2,484.50
			CHECK	475892	TOTAL:	2,484.50
475893	09/02/2022	PRTD 102456 GALLS PARENT HOLDINGS LLC	BC1677469	08/02/2022	20220902	6.59
		GALLS PARENT HOLDINGS LLC	BC1677229	08/02/2022	20220902	211.58
		GALLS PARENT HOLDINGS LLC	BC1680126	08/05/2022	20220902	438.40
			CHECK	475893	TOTAL:	656.57
475894	09/02/2022	PRTD 101931 HANESBRANDS INC	41933989	08/02/2022	20220902	623.60
			CHECK	475894	TOTAL:	623.60
475895	09/02/2022	PRTD 116190 GLOBAL EQUIPMENT COMPANY INC.	119431218	08/02/2022	20220902	1,961.00
			CHECK	475895	TOTAL:	1,961.00
475896	09/02/2022	PRTD 146181 GMH ASPHALT CORPORATION	ENG 22-3 #3	08/05/2022	20220902	556,054.18
			CHECK	475896	TOTAL:	556,054.18

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475897	09/02/2022	PRTD 160477 GOOSE CREW LLC	1010	07/07/2022	20220902	9,015.00
				CHECK	475897 TOTAL:	9,015.00
475898	09/02/2022	PRTD 101103 WW GRAINGER	9399331462	08/03/2022	20220902	19.68
		WW GRAINGER	9399047571	08/03/2022	20220902	62.14
				CHECK	475898 TOTAL:	81.82
475899	09/02/2022	PRTD 144412 WINEBOW	MN00116864	08/04/2022	20220902	2,254.44
		WINEBOW	MN00117382	08/16/2022	20220902	504.48
		WINEBOW	MN00117240	08/12/2022	20220902	1,677.38
		WINEBOW	MN00117248	08/11/2022	20220902	694.58
		WINEBOW	MN00117251	08/11/2022	20220902	372.64
		WINEBOW	MN00117423	08/16/2022	20220902	370.92
				CHECK	475899 TOTAL:	5,874.44
475900	09/02/2022	PRTD 100790 HACH COMPANY	13176767	08/03/2022	20220902	285.48
				CHECK	475900 TOTAL:	285.48
475901	09/02/2022	PRTD 103085 HENNEPIN COUNTY ACCOUNTING SERVIC	1000189745	08/03/2022	20220902	1,879.02
		HENNEPIN COUNTY ACCOUNTING SERVIC	1000189700	08/02/2022	20220902	2,316.60
		HENNEPIN COUNTY ACCOUNTING SERVIC	1000178866	01/01/2022	20220902	145.00
				CHECK	475901 TOTAL:	4,340.62
475902	09/02/2022	PRTD 102079 HIGHVIEW PLUMBING INC	16593	08/05/2022	20220902	9,985.00
		HIGHVIEW PLUMBING INC	16594	08/05/2022	20220902	12,955.00
				CHECK	475902 TOTAL:	22,940.00
475903	09/02/2022	PRTD 104375 HOHENSTEINS INC	531951	08/16/2022	20220902	3,062.70
		HOHENSTEINS INC	531952	08/16/2022	20220902	1,710.50

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				HOHENSTEINS INC	531949	08/16/2022		20220902	1,418.70
				HOHENSTEINS INC	531939	08/16/2022		20220902	76.50
						CHECK	475903	TOTAL:	6,268.40
475904	09/02/2022	PRTD	100417	HORIZON CHEMICAL CO	INV23515	08/04/2022		20220902	2,723.06
						CHECK	475904	TOTAL:	2,723.06
475905	09/02/2022	PRTD	100835	ARTISAN BEER COMPANY	3551979	08/04/2022		20220902	3,547.35
				ARTISAN BEER COMPANY	339640	08/05/2022		20220902	-87.96
				ARTISAN BEER COMPANY	3553349	08/11/2022		20220902	1,221.35
				ARTISAN BEER COMPANY	3553351	08/11/2022		20220902	2,148.28
				ARTISAN BEER COMPANY	3553352	08/11/2022		20220902	104.00
				ARTISAN BEER COMPANY	3553350	08/11/2022		20220902	2,368.80
						CHECK	475905	TOTAL:	9,301.82
475906	09/02/2022	PRTD	100835	PHILLIPS WINE & SPIRITS	6440948	08/04/2022		20220902	2,840.66
				PHILLIPS WINE & SPIRITS	6440947	08/04/2022		20220902	2,188.65
				PHILLIPS WINE & SPIRITS	6440949	08/04/2022		20220902	204.55
				PHILLIPS WINE & SPIRITS	6444588	08/11/2022		20220902	1,760.19
				PHILLIPS WINE & SPIRITS	6444589	08/11/2022		20220902	250.20
				PHILLIPS WINE & SPIRITS	6444590	08/11/2022		20220902	49.35
				PHILLIPS WINE & SPIRITS	6444591	08/11/2022		20220902	808.20
				PHILLIPS WINE & SPIRITS	6444604	08/11/2022		20220902	162.70
				PHILLIPS WINE & SPIRITS	6444603	08/11/2022		20220902	863.67
				PHILLIPS WINE & SPIRITS	6444602	08/11/2022		20220902	1,405.50
				PHILLIPS WINE & SPIRITS	6444601	08/11/2022		20220902	514.80
				PHILLIPS WINE & SPIRITS	6444593	08/11/2022		20220902	275.40

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	PHILLIPS WINE & SPIRITS	656694	08/12/2022		20220902	-4.33
	PHILLIPS WINE & SPIRITS	675505	08/05/2022		20220902	-63.35
	PHILLIPS WINE & SPIRITS	6444592	08/11/2022		20220902	413.10
	PHILLIPS WINE & SPIRITS	6444595	08/11/2022		20220902	1,713.74
	PHILLIPS WINE & SPIRITS	6444597	08/11/2022		20220902	482.02
	PHILLIPS WINE & SPIRITS	6444594	08/11/2022		20220902	4.05
	PHILLIPS WINE & SPIRITS	6444596	08/11/2022		20220902	230.20
	PHILLIPS WINE & SPIRITS	6444598	08/11/2022		20220902	2,167.51
			CHECK	475906	TOTAL:	16,266.81
475907 09/02/2022 PRTD 100835	WINE MERCHANTS	7390362	08/04/2022		20220902	4,805.15
	WINE MERCHANTS	745484	07/29/2022		20220902	-223.35
	WINE MERCHANTS	745592	08/05/2022		20220902	-196.02
	WINE MERCHANTS	7391223	08/11/2022		20220902	458.16
	WINE MERCHANTS	7391222	08/11/2022		20220902	1,777.55
	WINE MERCHANTS	7391226	08/11/2022		20220902	2,121.67
	WINE MERCHANTS	7391224	08/11/2022		20220902	1,036.20
	WINE MERCHANTS	7391225	08/11/2022		20220902	960.80
			CHECK	475907	TOTAL:	10,740.16
475908 09/02/2022 PRTD 100835	JOHNSON BROTHERS LIQUOR CO	2108962	08/04/2022		20220902	1,806.85
	JOHNSON BROTHERS LIQUOR CO	2108959	08/04/2022		20220902	1,021.60
	JOHNSON BROTHERS LIQUOR CO	2108963	08/04/2022		20220902	1,458.90
	JOHNSON BROTHERS LIQUOR CO	2108961	08/04/2022		20220902	593.16
	JOHNSON BROTHERS LIQUOR CO	2108960	08/04/2022		20220902	593.55
	JOHNSON BROTHERS LIQUOR CO	2108958	08/04/2022		20220902	682.28
	JOHNSON BROTHERS LIQUOR CO	2108957	08/04/2022		20220902	1,661.77

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JOHNSON BROTHERS LIQUOR CO	2113557	08/11/2022	20220902	624.92
JOHNSON BROTHERS LIQUOR CO	2113558	08/11/2022	20220902	1,480.49
JOHNSON BROTHERS LIQUOR CO	2113559	08/11/2022	20220902	750.40
JOHNSON BROTHERS LIQUOR CO	2113561	08/11/2022	20220902	242.70
JOHNSON BROTHERS LIQUOR CO	2113562	08/11/2022	20220902	390.75
JOHNSON BROTHERS LIQUOR CO	2113563	08/11/2022	20220902	803.20
JOHNSON BROTHERS LIQUOR CO	2113581	08/11/2022	20220902	55.35
JOHNSON BROTHERS LIQUOR CO	2113580	08/11/2022	20220902	754.84
JOHNSON BROTHERS LIQUOR CO	2113579	08/11/2022	20220902	1,776.65
JOHNSON BROTHERS LIQUOR CO	2113577	08/11/2022	20220902	1,104.64
JOHNSON BROTHERS LIQUOR CO	2113576	08/11/2022	20220902	38.35
JOHNSON BROTHERS LIQUOR CO	2113578	08/11/2022	20220902	1,770.62
JOHNSON BROTHERS LIQUOR CO	2113583	08/11/2022	20220902	2,198.18
JOHNSON BROTHERS LIQUOR CO	2113582	08/11/2022	20220902	544.10
JOHNSON BROTHERS LIQUOR CO	2113565	08/11/2022	20220902	2,651.72
JOHNSON BROTHERS LIQUOR CO	2113566	08/11/2022	20220902	1,418.74
JOHNSON BROTHERS LIQUOR CO	2113569	08/11/2022	20220902	3,106.90
JOHNSON BROTHERS LIQUOR CO	2113568	08/11/2022	20220902	2,608.35
JOHNSON BROTHERS LIQUOR CO	2113571	08/11/2022	20220902	783.92
JOHNSON BROTHERS LIQUOR CO	2113573	08/11/2022	20220902	1,369.34
JOHNSON BROTHERS LIQUOR CO	2113567	08/11/2022	20220902	2,857.90
JOHNSON BROTHERS LIQUOR CO	2113570	08/11/2022	20220902	836.22
JOHNSON BROTHERS LIQUOR CO	2113572	08/11/2022	20220902	413.50
JOHNSON BROTHERS LIQUOR CO	2113564	08/11/2022	20220902	1,711.06
JOHNSON BROTHERS LIQUOR CO	2113560	08/11/2022	20220902	105.35

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					CHECK	475908	TOTAL:	38,216.30
475909	09/02/2022	PRTD	145396	JUNKYARD BREWING COMPANY LLC	004529	08/11/2022	20220902	164.00
				JUNKYARD BREWING COMPANY LLC	004558	08/17/2022	20220902	240.00
				JUNKYARD BREWING COMPANY LLC	004557	08/17/2022	20220902	244.00
					CHECK	475909	TOTAL:	648.00
475910	09/02/2022	PRTD	103409	KELBRO COMPANY	2794085	08/04/2022	20220902	150.40
				KELBRO COMPANY	2798063	08/05/2022	20220902	61.00
				KELBRO COMPANY	2795996	08/13/2022	20220902	68.30
				KELBRO COMPANY	2796867	08/11/2022	20220902	71.05
				KELBRO COMPANY	2796781	08/11/2022	20220902	121.30
				KELBRO COMPANY	2796866	08/11/2022	20220902	104.20
				KELBRO COMPANY	2795992	08/15/2022	20220902	68.40
				KELBRO COMPANY	2795993	08/13/2022	20220902	224.40
					CHECK	475910	TOTAL:	869.05
475911	09/02/2022	PRTD	160105	KILLMER ELECTRIC CO., INC.	W18666	08/02/2022	20220902	637.50
					CHECK	475911	TOTAL:	637.50
475912	09/02/2022	PRTD	124002	KIMLEY-HORN AND ASSOCIATES INC	22236624	07/31/2022	20220902	690.00
				KIMLEY-HORN AND ASSOCIATES INC	22236625	07/31/2022	20220902	10,943.00
					CHECK	475912	TOTAL:	11,633.00
475913	09/02/2022	PRTD	100944	KIWI KAI IMPORTS INC	174889	08/17/2022	20220902	737.00
				KIWI KAI IMPORTS INC	174884R	08/16/2022	20220902	1,529.90
				KIWI KAI IMPORTS INC	174887	08/16/2022	20220902	182.00
					CHECK	475913	TOTAL:	2,448.90

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475914	09/02/2022	PRTD 119947 KRAEMER MINING & MATERIALS INC	303138	08/08/2022	20220902	302.16
				CHECK	475914 TOTAL:	302.16
475915	09/02/2022	PRTD 151024 LA DONA SBC	5766	08/17/2022	20220902	80.00
				CHECK	475915 TOTAL:	80.00
475916	09/02/2022	PRTD 101220 LANO EQUIPMENT INC	03-925200	07/12/2022	20220902	198.62
				CHECK	475916 TOTAL:	198.62
475917	09/02/2022	PRTD 100852 LAWSON PRODUCTS INC	9309819193	08/08/2022	20220902	1,365.77
				CHECK	475917 TOTAL:	1,365.77
475918	09/02/2022	PRTD 101552 LEAGUE OF MINNESOTA CITIES	19339	08/01/2022	20220902	1,040.28
		LEAGUE OF MINNESOTA CITIES	19382	08/01/2022	20220902	3,311.97
				CHECK	475918 TOTAL:	4,352.25
475919	09/02/2022	PRTD 101552 LEAGUE OF MINNESOTA CITIES	7308	06/08/2022	20220902	1,412.50
				CHECK	475919 TOTAL:	1,412.50
475920	09/02/2022	PRTD 135867 LIBATION PROJECT	48419	08/16/2022	20220902	260.00
		LIBATION PROJECT	48421	08/16/2022	20220902	106.00
		LIBATION PROJECT	48420	08/16/2022	20220902	174.00
				CHECK	475920 TOTAL:	540.00
475921	09/02/2022	PRTD 160043 LIFE SAFETY SYSTEMS INC.	49514	08/04/2022	20220902	4,500.00
		LIFE SAFETY SYSTEMS INC.	49513	08/04/2022	20220902	5,000.00
		LIFE SAFETY SYSTEMS INC.	49512	08/04/2022	20220902	5,000.00
				CHECK	475921 TOTAL:	14,500.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
475922	09/02/2022	PRTD	160486	LOCALITY MEDIA INC	2443	08/04/2022	20220902	1,500.00
						CHECK	475922 TOTAL:	1,500.00
475923	09/02/2022	PRTD	101078	LUBE-TECH ESI	2978464	08/02/2022	20220902	2,852.79
						CHECK	475923 TOTAL:	2,852.79
475924	09/02/2022	PRTD	146427	LUCID BREWING LLC	14347	08/17/2022	20220902	192.00
						CHECK	475924 TOTAL:	192.00
475925	09/02/2022	PRTD	141916	LUPULIN BREWING COMPANY	46855	08/09/2022	20220902	346.30
						CHECK	475925 TOTAL:	346.30
475926	09/02/2022	PRTD	100864	MACQUEEN EQUIPMENT LLC	P03081	08/08/2022	20220902	1,093.10
						CHECK	475926 TOTAL:	1,093.10
475927	09/02/2022	PRTD	134063	MANSFIELD OIL COMPANY	23486099	08/04/2022	20220902	16,803.77
						CHECK	475927 TOTAL:	16,803.77
475928	09/02/2022	PRTD	100869	MARTIN-MCALLISTER CONSULTING PSYC	14743	07/31/2022	20220902	1,800.00
						CHECK	475928 TOTAL:	1,800.00
475929	09/02/2022	PRTD	122554	MATHESON TRI-GAS INC	0026077591	07/31/2022	20220902	152.81
						CHECK	475929 TOTAL:	152.81
475930	09/02/2022	PRTD	141215	MAVERICK WINE LLC	INV822981	08/16/2022	20220902	233.46
				MAVERICK WINE LLC	INV822980	08/16/2022	20220902	401.50
				MAVERICK WINE LLC	INV822982	08/16/2022	20220902	647.02
				MAVERICK WINE LLC	INV822996	08/16/2022	20220902	1,224.04
						CHECK	475930 TOTAL:	2,506.02

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475931	09/02/2022	PRTD	130477	MCDONALD DISTRIBUTING COMPANY	644209	08/04/2022	20220902	1,862.45
				MCDONALD DISTRIBUTING COMPANY	645357	08/10/2022	20220902	247.25
				MCDONALD DISTRIBUTING COMPANY	646420	08/17/2022	20220902	225.25
				MCDONALD DISTRIBUTING COMPANY	646423	08/17/2022	20220902	146.75
				MCDONALD DISTRIBUTING COMPANY	646424	08/17/2022	20220902	226.25
				MCDONALD DISTRIBUTING COMPANY	646422	08/17/2022	20220902	876.75
					CHECK		475931 TOTAL:	3,584.70
475932	09/02/2022	PRTD	102197	MINNESOTA CLERKS AND FINANCE OFFI	ORIENTATION-08/2022	08/05/2022	20220902	40.00
					CHECK		475932 TOTAL:	40.00
475933	09/02/2022	PRTD	160251	MCKESSON MEDICAL-SURGICAL	19655161	08/02/2022	20220902	41.18
					CHECK		475933 TOTAL:	41.18
475934	09/02/2022	PRTD	101483	MENARDS	66260	08/02/2022	20220902	132.50
				MENARDS	66255	08/02/2022	20220902	70.09
				MENARDS	66334	08/03/2022	20220902	45.01
				MENARDS	66406	08/04/2022	20220902	118.19
				MENARDS	66417	08/04/2022	20220902	47.74
				MENARDS	66423	08/04/2022	20220902	130.97
				MENARDS	66494	08/05/2022	20220902	108.18
				MENARDS	66477	08/05/2022	20220902	27.83
				MENARDS	66630	08/08/2022	20220902	201.97
				MENARDS	66622	08/08/2022	20220902	134.25
					CHECK		475934 TOTAL:	1,016.73
475935	09/02/2022	PRTD	160435	METALS TREATMENT TECHNOLOGIES LLC	3055604	06/24/2022	20220902	5,950.00

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK	475935 TOTAL:	5,950.00
475936	09/02/2022	PRTD	102729	METROPOLITAN FORD LLC	528987	08/04/2022	20220902	118.96
				METROPOLITAN FORD LLC	529021	08/08/2022	20220902	46.25
				METROPOLITAN FORD LLC	528960	08/02/2022	20220902	240.98
						CHECK	475936 TOTAL:	406.19
475937	09/02/2022	PRTD	138732	TRADITION WINE & SPIRITS LLC	32892	08/11/2022	20220902	1,403.00
						CHECK	475937 TOTAL:	1,403.00
475938	09/02/2022	PRTD	145395	MILK AND HONEY LLC	10705	08/11/2022	20220902	196.00
						CHECK	475938 TOTAL:	196.00
475939	09/02/2022	PRTD	100252	MINNESOTA HIGHWAY SAFETY AND RESE	337900-9336	06/03/2022	20220902	400.00
				MINNESOTA HIGHWAY SAFETY AND RESE	337900-9531	08/29/2022	20220902	490.00
						CHECK	475939 TOTAL:	890.00
475940	09/02/2022	PRTD	128914	BJKK DEVELOPMENT	33313	08/02/2022	20220902	146.00
				BJKK DEVELOPMENT	33314	08/02/2022	20220902	671.00
						CHECK	475940 TOTAL:	817.00
475941	09/02/2022	PRTD	140955	MODIST BREWING LLC	E-33772	08/16/2022	20220902	265.00
				MODIST BREWING LLC	E-33770	08/16/2022	20220902	405.00
				MODIST BREWING LLC	E-33771	08/16/2022	20220902	322.00
						CHECK	475941 TOTAL:	992.00
475942	09/02/2022	PRTD	101459	MINNESOTA RECREATION AND PARK ASS	2022 MRPA CONFERENCE	08/17/2022	20220902	1,360.00
						CHECK	475942 TOTAL:	1,360.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475943	09/02/2022	PRTD 100906 MTI DISTRIBUTING INC	1357605-00	08/02/2022	20220902	227.85
		MTI DISTRIBUTING INC	1357674-00	08/02/2022	20220902	430.56
		MTI DISTRIBUTING INC	1357613-00	08/02/2022	20220902	87.88
		MTI DISTRIBUTING INC	1357543-00	08/02/2022	20220902	861.12
		MTI DISTRIBUTING INC	1357820-00	08/03/2022	20220902	521.90
		MTI DISTRIBUTING INC	1357785-00	08/03/2022	20220902	7.72
		MTI DISTRIBUTING INC	1357620-00	08/03/2022	20220902	57.83
		MTI DISTRIBUTING INC	1357792-00	08/03/2022	20220902	20.27
		MTI DISTRIBUTING INC	1357784-00	08/03/2022	20220902	76.01
		MTI DISTRIBUTING INC	1361208-00	08/24/2022	20220902	-400.50
			CHECK	475943	TOTAL:	1,890.64
475944	09/02/2022	PRTD 100683 CHEMSEARCH	7893010	08/07/2022	20220902	815.59
			CHECK	475944	TOTAL:	815.59
475945	09/02/2022	PRTD 100076 NEW FRANCE WINE CO	191642	08/17/2022	20220902	1,697.00
		NEW FRANCE WINE CO	191631	08/17/2022	20220902	1,134.50
		NEW FRANCE WINE CO	191636	08/17/2022	20220902	506.00
			CHECK	475945	TOTAL:	3,337.50
475946	09/02/2022	PRTD 104350 NIKE USA INC	9655507800	07/12/2022	20220902	114.06
		NIKE USA INC	9655009409	07/08/2022	20220902	160.50
			CHECK	475946	TOTAL:	274.56
475947	09/02/2022	PRTD 121497 NORTHWEST ASPHALT INC	ENG 22-6NB #1	07/15/2022	20220902	45,073.96
			CHECK	475947	TOTAL:	45,073.96

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475948	09/02/2022	PRTD 139023 NUSS TRUCK GROUP INC	7190991P	08/08/2022	20220902	226.92
				CHECK	475948 TOTAL:	226.92
475949	09/02/2022	PRTD 105901 OERTEL ARCHITECTS	20-37.6	08/05/2022	20220902	44,980.80
				CHECK	475949 TOTAL:	44,980.80
475950	09/02/2022	PRTD 141965 OMNI BREWING COMPANY LLC	E-12419	08/04/2022	20220902	90.00
				CHECK	475950 TOTAL:	90.00
475951	09/02/2022	PRTD 999995 Neutgens Excavating	ED196245-REFUND	08/30/2022	20220902	2,500.00
				CHECK	475951 TOTAL:	2,500.00
475952	09/02/2022	PRTD 999994 Sedgwick Heating and AC	ED199834-REFUND	08/30/2022	20220902	64.99
				CHECK	475952 TOTAL:	64.99
475953	09/02/2022	PRTD 999994 Trinity Exteriors Inc	ED199155-REFUND	08/30/2022	20220902	132.44
				CHECK	475953 TOTAL:	132.44
475954	09/02/2022	PRTD 999996 Grabski, Rebecca	FIRING-GRABSKI	08/25/2022	20220902	23.10
				CHECK	475954 TOTAL:	23.10
475955	09/02/2022	PRTD 999996 Mol, Rhonda	FIRING-MOL	08/25/2022	20220902	133.10
				CHECK	475955 TOTAL:	133.10
475956	09/02/2022	PRTD 999997 Bergsland, Erica	00106936-8/10/2022	08/10/2022	20220902	51.78
				CHECK	475956 TOTAL:	51.78
475957	09/02/2022	PRTD 999997 Kersten, Daniel	00118926-8/26/2022	08/26/2022	20220902	302.58
				CHECK	475957 TOTAL:	302.58

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				INVOICE	INV DATE	PO	CHECK RUN	NET
475958	09/02/2022	PRTD	144339 ORION 4500 FRANCE LLC	4500 FRANCE-REFUND	08/24/2022		20220902	557.50
						CHECK	475958 TOTAL:	557.50
475959	09/02/2022	PRTD	129214 OUVERSON SEWER AND WATER INC	6983	08/03/2022		20220902	9,665.00
						CHECK	475959 TOTAL:	9,665.00
475960	09/02/2022	PRTD	151973 PAINTING BY NAKASONE INC	6558	08/04/2022		20220902	3,550.00
						CHECK	475960 TOTAL:	3,550.00
475961	09/02/2022	PRTD	141258 PEMBER COMPANIES INC	13126	08/02/2022		20220902	9,199.34
						CHECK	475961 TOTAL:	9,199.34
475962	09/02/2022	PRTD	100945 PEPSI-COLA COMPANY	27856509	08/15/2022		20220902	1,061.79
			PEPSI-COLA COMPANY	20543205	08/16/2022		20220902	427.97
			PEPSI-COLA COMPANY	26507956	08/12/2022		20220902	262.10
			PEPSI-COLA COMPANY	26507958	08/12/2022		20220902	445.85
						CHECK	475962 TOTAL:	2,197.71
475963	09/02/2022	PRTD	149249 PEQUOD DISTRIBUTING	W-156800	08/04/2022		20220902	86.00
			PEQUOD DISTRIBUTING	W-156801	08/04/2022		20220902	343.50
			PEQUOD DISTRIBUTING	W-152979A	08/11/2022		20220902	264.00
			PEQUOD DISTRIBUTING	W-157364	08/11/2022		20220902	222.50
			PEQUOD DISTRIBUTING	W-156803	08/04/2022		20220902	86.00
			PEQUOD DISTRIBUTING	W-157359	08/11/2022		20220902	222.50
						CHECK	475963 TOTAL:	1,224.50
475964	09/02/2022	PRTD	160501 PFM ASSET MANAGEMENT LLC	13341201	07/31/2022		20220902	1,365.52
						CHECK	475964 TOTAL:	1,365.52

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475965	09/02/2022	PRTD 106072 PRAIRIE RESTORATIONS INC	33853	08/02/2022	20220902	775.00
				CHECK	475965 TOTAL:	775.00
475966	09/02/2022	PRTD 129706 PREMIUM WATERS INC	318958439	08/26/2022	20220902	23.99
				CHECK	475966 TOTAL:	23.99
475967	09/02/2022	PRTD 108875 PRESCRIPTION LANDSCAPE	100465	08/05/2022	20220902	8,791.09
		PRESCRIPTION LANDSCAPE	100466	08/05/2022	20220902	138.00
				CHECK	475967 TOTAL:	8,929.09
475968	09/02/2022	PRTD 106322 SCHENCK, DAVID	159948	08/08/2022	20220902	661.37
		SCHENCK, DAVID	159925	08/08/2022	20220902	870.19
		SCHENCK, DAVID	159952	08/08/2022	20220902	340.51
		SCHENCK, DAVID	159951	08/08/2022	20220902	489.22
		SCHENCK, DAVID	159954	08/08/2022	20220902	678.74
				CHECK	475968 TOTAL:	3,040.03
475969	09/02/2022	PRTD 143618 PRYES BREWING COMPANY LLC	W-41718	08/17/2022	20220902	175.00
				CHECK	475969 TOTAL:	175.00
475970	09/02/2022	PRTD 135833 QUALITY FORKLIFT SALES AND SERVIC	112327	08/02/2022	20220902	350.00
				CHECK	475970 TOTAL:	350.00
475971	09/02/2022	PRTD 100972 R & R SPECIALTIES INC	0076241-IN	08/03/2022	20220902	1,064.15
				CHECK	475971 TOTAL:	1,064.15
475972	09/02/2022	PRTD 133091 RANGE SERVANT AMERICA INC	117977	08/02/2022	20220902	109.41
				CHECK	475972 TOTAL:	109.41

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		INVOICE	INV DATE	PO	CHECK RUN	NET
475973	09/02/2022	PRTD 144351 REHDER, MARK	277	08/07/2022	20220902	1,586.00
				CHECK	475973 TOTAL:	1,586.00
475974	09/02/2022	PRTD 114799 RES GREAT LAKES LLC	IN29128	08/03/2022	20220902	641.25
		RES GREAT LAKES LLC	IN29130	08/03/2022	20220902	893.75
				CHECK	475974 TOTAL:	1,535.00
475975	09/02/2022	PRTD 100977 RICHFIELD PLUMBING COMPANY	85263	08/03/2022	20220902	2,812.00
		RICHFIELD PLUMBING COMPANY	85264	08/03/2022	20220902	407.00
		RICHFIELD PLUMBING COMPANY	85293	08/05/2022	20220902	733.00
		RICHFIELD PLUMBING COMPANY	85294	08/05/2022	20220902	1,867.33
				CHECK	475975 TOTAL:	5,819.33
475976	09/02/2022	PRTD 102408 RIGID HITCH INCORPORATED	1928704024	08/02/2022	20220902	101.91
		RIGID HITCH INCORPORATED	1928704753	08/04/2022	20220902	66.94
				CHECK	475976 TOTAL:	168.85
475977	09/02/2022	PRTD 101659 ORKIN	229985234	08/02/2022	20220902	142.36
		ORKIN	228655233	07/26/2022	20220902	30.00
		ORKIN	228655580	07/26/2022	20220902	75.00
		ORKIN	228655322	07/26/2022	20220902	30.00
				CHECK	475977 TOTAL:	277.36
475978	09/02/2022	PRTD 144553 SALT CO LLC	91314	07/31/2022	20220902	548.07
				CHECK	475978 TOTAL:	548.07
475979	09/02/2022	PRTD 104151 SCHINDLER ELEVATOR CORP	9100723394	04/28/2022	20220902	51.88
				CHECK	475979 TOTAL:	51.88

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					INVOICE	INV DATE	PO	CHECK RUN	NET
475980	09/02/2022	PRTD	132210	RUSCIANO GROUP INC	68523	08/05/2022		20220902	765.00
						CHECK	475980	TOTAL:	765.00
475981	09/02/2022	PRTD	100995	SHORT-ELLIOT-HENDRICKSON INCORPOR	430307	08/08/2022		20220902	27,559.99
				SHORT-ELLIOT-HENDRICKSON INCORPOR	430312	08/08/2022		20220902	3,892.06
				SHORT-ELLIOT-HENDRICKSON INCORPOR	430314	08/08/2022		20220902	8,313.33
				SHORT-ELLIOT-HENDRICKSON INCORPOR	430472	08/08/2022		20220902	2,076.97
				SHORT-ELLIOT-HENDRICKSON INCORPOR	430517	08/08/2022		20220902	908.97
						CHECK	475981	TOTAL:	42,751.32
475982	09/02/2022	PRTD	120784	WALSH GRAPHICS INC	17446	08/02/2022		20220902	185.00
				WALSH GRAPHICS INC	17455	08/03/2022		20220902	442.25
				WALSH GRAPHICS INC	17463	08/03/2022		20220902	1,077.68
				WALSH GRAPHICS INC	17474	08/06/2022		20220902	98.32
						CHECK	475982	TOTAL:	1,803.25
475983	09/02/2022	PRTD	137482	SITEONE LANDSCAPE SUPPLY LLC	122065495-001	08/03/2022		20220902	569.77
				SITEONE LANDSCAPE SUPPLY LLC	122103782-001	08/04/2022		20220902	206.21
				SITEONE LANDSCAPE SUPPLY LLC	121988479-001	08/02/2022		20220902	178.67
						CHECK	475983	TOTAL:	954.65
475984	09/02/2022	PRTD	132195	SMALL LOT MN	MN55583	08/17/2022		20220902	625.04
						CHECK	475984	TOTAL:	625.04
475985	09/02/2022	PRTD	100430	SNAP-ON INDUSTRIAL	ARV/53868659	08/02/2022		20220902	24.19
						CHECK	475985	TOTAL:	24.19
475986	09/02/2022	PRTD	122368	SOUTH METRO PUBLIC SAFETY	10223	08/03/2022		20220902	1,100.00

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CHECK 475986 TOTAL: 1,100.00

475987	09/02/2022	PRTD	127878	SOUTHERN GLAZERS WINE & SPIRITS L	2241673	08/04/2022	20220902	3,475.20
				SOUTHERN GLAZERS WINE & SPIRITS L	2243056	08/05/2022	20220902	2.40
				SOUTHERN GLAZERS WINE & SPIRITS L	2243055	08/05/2022	20220902	383.28
				SOUTHERN GLAZERS WINE & SPIRITS L	2246994	08/17/2022	20220902	205.20
				SOUTHERN GLAZERS WINE & SPIRITS L	2246995	08/17/2022	20220902	2,591.81
				SOUTHERN GLAZERS WINE & SPIRITS L	2246991	08/17/2022	20220902	474.90
				SOUTHERN GLAZERS WINE & SPIRITS L	2246993	08/17/2022	20220902	586.03
				SOUTHERN GLAZERS WINE & SPIRITS L	2246989	08/17/2022	20220902	270.76
				SOUTHERN GLAZERS WINE & SPIRITS L	2246996	08/17/2022	20220902	320.80
				SOUTHERN GLAZERS WINE & SPIRITS L	2246990	08/17/2022	20220902	401.60
				SOUTHERN GLAZERS WINE & SPIRITS L	2246992	08/17/2022	20220902	263.20
				SOUTHERN GLAZERS WINE & SPIRITS L	2247013	08/17/2022	20220902	686.40
				SOUTHERN GLAZERS WINE & SPIRITS L	2247011	08/17/2022	20220902	3,477.60
				SOUTHERN GLAZERS WINE & SPIRITS L	2247012	08/17/2022	20220902	1,243.04
				SOUTHERN GLAZERS WINE & SPIRITS L	2247009	08/17/2022	20220902	719.40
				SOUTHERN GLAZERS WINE & SPIRITS L	2244425	08/17/2022	20220902	692.00
				SOUTHERN GLAZERS WINE & SPIRITS L	2247008	08/17/2022	20220902	1,375.30
				SOUTHERN GLAZERS WINE & SPIRITS L	2247007	08/17/2022	20220902	270.76
				SOUTHERN GLAZERS WINE & SPIRITS L	2247010	08/17/2022	20220902	401.60
				SOUTHERN GLAZERS WINE & SPIRITS L	2246997	08/17/2022	20220902	502.56
				SOUTHERN GLAZERS WINE & SPIRITS L	2247006	08/17/2022	20220902	212.80
				SOUTHERN GLAZERS WINE & SPIRITS L	2247004	08/17/2022	20220902	145.60
				SOUTHERN GLAZERS WINE & SPIRITS L	2247003	08/17/2022	20220902	564.50
				SOUTHERN GLAZERS WINE & SPIRITS L	2247002	08/17/2022	20220902	454.60
				SOUTHERN GLAZERS WINE & SPIRITS L	2247000	08/17/2022	20220902	231.80

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				INVOICE	INV DATE	PO	CHECK RUN	NET
				SOUTHERN GLAZERS WINE & SPIRITS L 2247005	08/17/2022		20220902	482.40
				SOUTHERN GLAZERS WINE & SPIRITS L 2246999	08/17/2022		20220902	845.45
				SOUTHERN GLAZERS WINE & SPIRITS L 2247001	08/17/2022		20220902	205.20
				SOUTHERN GLAZERS WINE & SPIRITS L 2246998	08/17/2022		20220902	1,747.46
					CHECK	475987	TOTAL:	23,233.65
475988	09/02/2022	PRTD 160428	SPORTS UNLIMITED	08-14-2022	08/04/2022		20220902	1,155.00
					CHECK	475988	TOTAL:	1,155.00
475989	09/02/2022	PRTD 101004	SPS COMPANIES INC	S4675598.001	08/02/2022		20220902	3.45
			SPS COMPANIES INC	S4684776.001	08/23/2022		20220902	67.09
					CHECK	475989	TOTAL:	70.54
475990	09/02/2022	PRTD 139006	MINNESOTA'S BOOKSTORE	00000711453	08/08/2022		20220902	54.00
					CHECK	475990	TOTAL:	54.00
475991	09/02/2022	PRTD 133068	STEEL TOE BREWING LLC	46839	08/17/2022		20220902	105.00
			STEEL TOE BREWING LLC	46847	08/17/2022		20220902	175.00
			STEEL TOE BREWING LLC	46846	08/16/2022		20220902	216.00
					CHECK	475991	TOTAL:	496.00
475992	09/02/2022	PRTD 124029	STERICYCLE	8002205888	08/25/2022		20220902	68.34
					CHECK	475992	TOTAL:	68.34
475993	09/02/2022	PRTD 101015	STREICHERS INC	I1582789	08/03/2022		20220902	30.99
			STREICHERS INC	I1582949	08/04/2022		20220902	41.99
			STREICHERS INC	I1583348	08/08/2022		20220902	5,450.94
			STREICHERS INC	I1583608	08/08/2022		20220902	425.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	475993	TOTAL:	5,948.92
475994	09/02/2022	PRTD 101017 SUBURBAN CHEVROLET	55543P	08/05/2022	20220902	95.59
			CHECK	475994	TOTAL:	95.59
475995	09/02/2022	PRTD 105874 SUBURBAN TIRE WHOLESALE INC	10188250	08/04/2022	20220902	799.76
		SUBURBAN TIRE WHOLESALE INC	10188261	08/04/2022	20220902	873.60
		SUBURBAN TIRE WHOLESALE INC	10188243	08/04/2022	20220902	554.00
		SUBURBAN TIRE WHOLESALE INC	10188282	08/05/2022	20220902	448.00
			CHECK	475995	TOTAL:	2,675.36
475996	09/02/2022	PRTD 119864 SYSCO MINNESOTA INC	447166850	08/04/2022	20220902	1,050.07
		SYSCO MINNESOTA INC	447173305	08/08/2022	20220902	898.91
			CHECK	475996	TOTAL:	1,948.98
475997	09/02/2022	PRTD 137993 TALKPOINT TECHNOLOGIES INC	0016995	08/02/2022	20220902	88.95
			CHECK	475997	TOTAL:	88.95
475998	09/02/2022	PRTD 160414 TEGRA GROUP INC	13778	08/08/2022	20220902	11,850.00
			CHECK	475998	TOTAL:	11,850.00
475999	09/02/2022	PRTD 146347 TELEFLEX FUNDING LLC	9505796490	07/28/2022	20220902	562.50
			CHECK	475999	TOTAL:	562.50
476000	09/02/2022	PRTD 146870 TERRY'S HARDWARE	319073/1	08/08/2022	20220902	3,383.87
			CHECK	476000	TOTAL:	3,383.87
476001	09/02/2022	PRTD 124753 TOSHIBA FINANCIAL SERVICES	5021311591	08/06/2022	20220902	216.60
			CHECK	476001	TOTAL:	216.60

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		INVOICE	INV DATE	PO	CHECK RUN	NET
476002	09/02/2022	PRTD 134673 TOTAL MECHANICAL SYSTEMS INC	53939	08/08/2022	20220902	981.50
				CHECK	476002 TOTAL:	981.50
476003	09/02/2022	PRTD 123649 MONROE TOWMASTER LLC	451819	08/05/2022	20220902	453.61
				CHECK	476003 TOTAL:	453.61
476004	09/02/2022	PRTD 142455 TRACER ELECTRONICS LLC	133894	08/05/2022	20220902	136.57
				CHECK	476004 TOTAL:	136.57
476005	09/02/2022	PRTD 103982 TRAFFIC CONTROL CORPORATION	137740	08/03/2022	20220902	6,030.00
				CHECK	476005 TOTAL:	6,030.00
476006	09/02/2022	PRTD 104064 TRANS UNION RISK AND ALTERNATIVE	269634-202207-1	08/01/2022	20220902	356.60
				CHECK	476006 TOTAL:	356.60
476007	09/02/2022	PRTD 145168 TSBL DISTRIBUTING	304033	08/05/2022	20220902	51.92
				CHECK	476007 TOTAL:	51.92
476008	09/02/2022	PRTD 106188 TWIN CITIES TRANSPORT & RECOVERY	22-0707-105723	07/07/2022	20220902	350.00
				CHECK	476008 TOTAL:	350.00
476009	09/02/2022	PRTD 102150 TWIN CITY SEED CO	52341	08/04/2022	20220902	158.25
		TWIN CITY SEED CO	52359	08/02/2022	20220902	1,724.20
		TWIN CITY SEED CO	52363	08/04/2022	20220902	112.20
		TWIN CITY SEED CO	52365	08/04/2022	20220902	112.20
		TWIN CITY SEED CO	52367	08/03/2022	20220902	405.00
		TWIN CITY SEED CO	52403	08/08/2022	20220902	405.00
				CHECK	476009 TOTAL:	2,916.85

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		INVOICE	INV DATE	PO	CHECK RUN	NET
476010	09/02/2022	PRTD 131957 UNIVERSAL ATHLETIC, LLC	150-0063428-01	08/02/2022	20220902	251.98
				CHECK	476010 TOTAL:	251.98
476011	09/02/2022	PRTD 145567 UNMAPPED BREWING COMPANY LLC	E-1928	08/11/2022	20220902	70.00
				CHECK	476011 TOTAL:	70.00
476012	09/02/2022	PRTD 160436 BENJAMIN HUGUS	E-2517	08/16/2022	20220902	262.80
		BENJAMIN HUGUS	E-2543	08/16/2022	20220902	226.50
		BENJAMIN HUGUS	E-2554	08/16/2022	20220902	120.00
				CHECK	476012 TOTAL:	609.30
476013	09/02/2022	PRTD 100050 USPS	79624	08/30/2022	20220902	64.04
				CHECK	476013 TOTAL:	64.04
476014	09/02/2022	PRTD 103590 VALLEY-RICH COMPANY INC	31100	07/22/2022	20220902	8,592.65
				CHECK	476014 TOTAL:	8,592.65
476015	09/02/2022	PRTD 101058 VAN PAPER COMPANY	007521	08/03/2022	20220902	855.87
		VAN PAPER COMPANY	008134	08/05/2022	20220902	191.32
		VAN PAPER COMPANY	008451	08/08/2022	20220902	32.87
				CHECK	476015 TOTAL:	1,080.06
476016	09/02/2022	PRTD 144209 VENN BREWING COMPANY LLC	3467	08/11/2022	20220902	166.50
		VENN BREWING COMPANY LLC	3468	08/10/2022	20220902	265.50
		VENN BREWING COMPANY LLC	3469	08/11/2022	20220902	256.50
				CHECK	476016 TOTAL:	688.50
476017	09/02/2022	PRTD 101063 VERSATILE VEHICLES	86236	08/08/2022	20220902	1,906.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	476017	TOTAL:	1,906.00
476018	09/02/2022	PRTD 119454 VINOCOPIA INC	0309920-IN	08/04/2022	20220902	113.25
		VINOCOPIA INC	0310408-IN	08/11/2022	20220902	153.25
		VINOCOPIA INC	0310434-IN	08/11/2022	20220902	486.67
		VINOCOPIA INC	0310400-IN	08/11/2022	20220902	1,112.50
		VINOCOPIA INC	0310386-IN	08/11/2022	20220902	94.50
		VINOCOPIA INC	0310385-IN	08/11/2022	20220902	502.50
		VINOCOPIA INC	0310384-IN	08/11/2022	20220902	719.50
			CHECK	476018	TOTAL:	3,182.17
476019	09/02/2022	PRTD 120627 VISTAR	65292758	08/02/2022	20220902	1,517.41
		VISTAR	65339694	08/05/2022	20220902	788.65
			CHECK	476019	TOTAL:	2,306.06
476020	09/02/2022	PRTD 143468 PORTAGE BREWING COMPANY	002676	08/15/2022	20220902	178.50
			CHECK	476020	TOTAL:	178.50
476021	09/02/2022	PRTD 123616 WATER CONSERVATION SERVICES INC	12462	08/03/2022	20220902	1,140.01
			CHECK	476021	TOTAL:	1,140.01
476022	09/02/2022	PRTD 101033 WINE COMPANY	212241	08/16/2022	20220902	2,312.00
		WINE COMPANY	212243	08/17/2022	20220902	1,514.00
		WINE COMPANY	212245	08/17/2022	20220902	171.00
		WINE COMPANY	212242	08/17/2022	20220902	3,662.00
			CHECK	476022	TOTAL:	7,659.00
476023	09/02/2022	PRTD 124503 WINSUPPLY EDEN PRAIRIE MN CO	231489 01	08/02/2022	20220902	80.80

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					CHECK	476023	TOTAL:	80.80
476024	09/02/2022	PRTD	148067	WITLINGO INC	INV-COE-080222	08/02/2022	20220902	250.00
					CHECK	476024	TOTAL:	250.00
476025	09/02/2022	PRTD	142162	WOODEN HILL BREWING COMPANY LLC	3624	08/04/2022	20220902	242.10
					WOODEN HILL BREWING COMPANY LLC	3642	08/11/2022	176.40
					WOODEN HILL BREWING COMPANY LLC	3644	08/11/2022	472.20
					WOODEN HILL BREWING COMPANY LLC	3643	08/11/2022	287.10
					CHECK	476025	TOTAL:	1,177.80
476026	09/02/2022	PRTD	127774	WORLDWIDE CELLARS INC	R22-58816	08/05/2022	20220902	916.00
					CHECK	476026	TOTAL:	916.00
476027	09/02/2022	PRTD	129312	YOUTH TECH INC	7480	08/04/2022	20220902	1,072.50
					CHECK	476027	TOTAL:	1,072.50
NUMBER OF CHECKS					188	*** CASH ACCOUNT TOTAL ***		1,517,961.93
TOTAL PRINTED CHECKS					COUNT	188	AMOUNT	1,517,961.93
					*** GRAND TOTAL ***			1,517,961.93

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JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			224,686.34
2100 Police Special Revenue			1,676.51
2500 Conservation & Sustainability			2,537.44
2600 Housing & Redvlpmt Authority			2,860.00
2600 Housing & Redvlpmt Authority			36,305.41
2600 Housing & Redvlpmt Authority			289,587.73
2600 Housing & Redvlpmt Authority			5,984.39
2600 Housing & Redvlpmt Authority			255.00
4000 Capital Projects			51,484.26
4200 Equipment Replacement			96,759.96
4400 PIR Capital Projects			8,985.00
5100 Art Center			457.20
5200 Braemar Golf Course			22,782.70
5200 Braemar Golf Course			451.01
5300 Aquatic Center			6,459.86
5400 Edinborough Park			4,052.31
5500 Braemar Arena			70,178.89
5600 Braemar Field			939.15
5700 Centennial Lakes			3,363.48
5800 Liquor			137,637.66
5900 Utility Fund			73,166.61
5900 Utility Fund			7,472.69
5900 Utility Fund			89,967.77
5900 Utility Fund			67,985.00
6100 Equipment Operations			53,387.14
6200 Information Technology			29,566.51
6300 Facilities Management			3,015.62
7100 PS Training Facility			19,029.03
7200 MN Task Force 1			7,949.33
9999 Pooled Cash Fund		1,318,984.00	
TOTAL		1,318,984.00	1,318,984.00

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

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		INVOICE	INV DATE	PO	CHECK RUN	NET
476028	09/09/2022	PRTD 151171 7TH STREET BEER COMPANY	2124	08/18/2022	20220909	408.00
			CHECK	476028	TOTAL:	408.00
476029	09/09/2022	PRTD 133522 AARP DRIVER SAFETY PROGRAM	C12912	08/11/2022	20220909	260.00
			CHECK	476029	TOTAL:	260.00
476030	09/09/2022	PRTD 100614 ACE SUPPLY COMPANY INC	076857	08/11/2022	20220909	50.04
			CHECK	476030	TOTAL:	50.04
476031	09/09/2022	PRTD 135922 ACUSHNET COMPANY	913400923	05/27/2022	20220909	191.29
		ACUSHNET COMPANY	913805602	07/20/2022	20220909	751.96
		ACUSHNET COMPANY	913805601	07/20/2022	20220909	742.92
		ACUSHNET COMPANY	913816494	07/21/2022	20220909	122.77
			CHECK	476031	TOTAL:	1,808.94
476032	09/09/2022	PRTD 160119 ADAM'S PEST CONTROL	3529805	08/15/2022	20220909	269.00
			CHECK	476032	TOTAL:	269.00
476033	09/09/2022	PRTD 140318 ADVANCED ELEMENTS INC	82233	08/09/2022	20220909	21,795.50
		ADVANCED ELEMENTS INC	82232	08/09/2022	20220909	1,424.49
		ADVANCED ELEMENTS INC	1505	08/15/2022	20220909	1,500.00
			CHECK	476033	TOTAL:	24,719.99
476034	09/09/2022	PRTD 130792 AIRGAS NATIONAL CARBONATION	9128775342	08/09/2022	20220909	396.19
			CHECK	476034	TOTAL:	396.19
476035	09/09/2022	PRTD 100575 AMERICAN CYLINDER LLC	199371	08/09/2022	20220909	123.50
			CHECK	476035	TOTAL:	123.50

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				INVOICE	INV DATE	PO	CHECK RUN	NET
476036	09/09/2022	PRTD	102715	WIENS GRAPHICS INC	153596	08/09/2022	20220909	1,828.00
						CHECK	476036 TOTAL:	1,828.00
476037	09/09/2022	PRTD	160095	AM CRAFT SPIRITS SALES & MARKETIN	15251	08/23/2022	20220909	172.99
				AM CRAFT SPIRITS SALES & MARKETIN	15252	08/23/2022	20220909	63.25
						CHECK	476037 TOTAL:	236.24
476038	09/09/2022	PRTD	160287	AMAZING ATHLETES OF CENTRAL MN	9778	08/12/2022	20220909	2,072.00
						CHECK	476038 TOTAL:	2,072.00
476039	09/09/2022	PRTD	141960	AMAZON CAPITAL SERVICES	1VKW-KQ7F-MLJ7	08/04/2022	20220909	76.13
				AMAZON CAPITAL SERVICES	1Q7N-7QWR-4Y3L	08/09/2022	20220909	11.79
				AMAZON CAPITAL SERVICES	1LF9-DFXF-6H4N	08/09/2022	20220909	77.16
				AMAZON CAPITAL SERVICES	1NHR-G3JD-71P4	08/09/2022	20220909	270.72
				AMAZON CAPITAL SERVICES	1JM3-96JH-9M91	08/09/2022	20220909	1,299.00
				AMAZON CAPITAL SERVICES	1N7R-W9G9-9TCN	08/09/2022	20220909	35.10
				AMAZON CAPITAL SERVICES	14FC-NTXH-9Q4F	08/09/2022	20220909	56.18
				AMAZON CAPITAL SERVICES	1YNJ-NH3P-D3WH	08/09/2022	20220909	40.42
				AMAZON CAPITAL SERVICES	1NNV-WHT9-CYWY	08/09/2022	20220909	21.99
				AMAZON CAPITAL SERVICES	14NV-V3V3-3KV1	08/09/2022	20220909	68.97
				AMAZON CAPITAL SERVICES	1KYJ-LGP9-4FC1	08/09/2022	20220909	-29.99
				AMAZON CAPITAL SERVICES	1FKW-3G7K-6YHH	08/10/2022	20220909	24.72
				AMAZON CAPITAL SERVICES	1TMV-7YF7-946D	08/10/2022	20220909	124.95
				AMAZON CAPITAL SERVICES	1QHK-CGKW-1QMC	08/10/2022	20220909	8.98
				AMAZON CAPITAL SERVICES	17MV-6MHW-3CNN	08/10/2022	20220909	68.32
				AMAZON CAPITAL SERVICES	164H-G3W1-3991	08/10/2022	20220909	485.99
				AMAZON CAPITAL SERVICES	1VM7-HJP9-77N6	08/11/2022	20220909	108.03

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		INVOICE		INV DATE	PO	CHECK RUN	NET
	AMAZON CAPITAL SERVICES	1L96-KGYC-6R1D		08/11/2022		20220909	160.55
	AMAZON CAPITAL SERVICES	1YRD-CD7Q-1DQN		08/11/2022		20220909	125.86
	AMAZON CAPITAL SERVICES	1VJ7-WT9P-1F9P		08/11/2022		20220909	182.70
	AMAZON CAPITAL SERVICES	1LLH-WCLV-3CKL		08/11/2022		20220909	12.43
	AMAZON CAPITAL SERVICES	1XYC-199X-1JCG		08/11/2022		20220909	35.29
	AMAZON CAPITAL SERVICES	1XYC-199X-3MQ9		08/11/2022		20220909	30.94
	AMAZON CAPITAL SERVICES	1MRV-4GCV-419M		08/11/2022		20220909	105.89
	AMAZON CAPITAL SERVICES	1XYC-199X-4JKP		08/11/2022		20220909	1,439.94
	AMAZON CAPITAL SERVICES	1D4R-NFJL-FCMM		08/12/2022		20220909	277.30
	AMAZON CAPITAL SERVICES	1X9G-HNMM-NFM9		08/14/2022		20220909	117.59
	AMAZON CAPITAL SERVICES	1VNF-WCNQ-4GQK		08/15/2022		20220909	299.19
	AMAZON CAPITAL SERVICES	1C4H-VV4R-3PW7		08/30/2022		20220909	-23.98
				CHECK	476039	TOTAL:	5,512.16
476040	09/09/2022	PRTD 143763	VALLEY APPLE FORD INC	A1CB772526	08/12/2022	20220909	17,936.17
					CHECK	476040	TOTAL: 17,936.17
476041	09/09/2022	PRTD 100632	AQUA ENGINEERING INC	108508	08/15/2022	20220909	614.00
					CHECK	476041	TOTAL: 614.00
476042	09/09/2022	PRTD 151441	ARAMARK UNIFORM AND CAREER APPEAL	2500069679	08/09/2022	20220909	126.98
			ARAMARK UNIFORM AND CAREER APPEAL	2500069609	08/09/2022	20220909	197.54
			ARAMARK UNIFORM AND CAREER APPEAL	2500070795	08/10/2022	20220909	167.38
					CHECK	476042	TOTAL: 491.90
476043	09/09/2022	PRTD 151756	ARBEITER BREWING COMPANY LLC	777	08/18/2022	20220909	84.00
					CHECK	476043	TOTAL: 84.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
476044	09/09/2022	PRTD 106304 ASPEN MILLS INC	298714	08/13/2022	20220909	103.89
				CHECK	476044 TOTAL:	103.89
476045	09/09/2022	PRTD 160227 AT YOUTH PROGRAMS, LLC	4	08/09/2022	20220909	2,565.00
				CHECK	476045 TOTAL:	2,565.00
476046	09/09/2022	PRTD 101718 IEH AUTO PARTS LLC	380117937	08/09/2022	20220909	7.92
				CHECK	476046 TOTAL:	7.92
476047	09/09/2022	PRTD 100638 BACHMAN'S LANDSCAPING	301474/50	08/09/2022	20220909	434.15
		BACHMAN'S LANDSCAPING	302342/50	08/12/2022	20220909	133.75
				CHECK	476047 TOTAL:	567.90
476048	09/09/2022	PRTD 100643 BARR ENGINEERING CO	23270354.00-285	08/10/2022	20220909	10,606.50
		BARR ENGINEERING CO	23271869.01-3	08/15/2022	20220909	37,366.54
		BARR ENGINEERING CO	23271869.02-3	08/15/2022	20220909	9,546.00
				CHECK	476048 TOTAL:	57,519.04
476049	09/09/2022	PRTD 142186 BAYCOM INC	EQUIPINV_039284	08/11/2022	22200018 20220909	95,344.00
				CHECK	476049 TOTAL:	95,344.00
476050	09/09/2022	PRTD 102709 BDS LAUNDRY SYSTEMS	LMV419754	08/10/2022	20220909	285.55
				CHECK	476050 TOTAL:	285.55
476051	09/09/2022	PRTD 101355 BELLBOY CORPORATION	0096179600	08/18/2022	20220909	452.70
		BELLBOY CORPORATION	0096137200	08/18/2022	20220909	346.80
		BELLBOY CORPORATION	0105614500	08/18/2022	20220909	147.02
		BELLBOY CORPORATION	0096188300	08/18/2022	20220909	752.30
		BELLBOY CORPORATION	0096162800	08/18/2022	20220909	244.95

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	BELLBOY CORPORATION	0096162100	08/18/2022		20220909	811.55
	BELLBOY CORPORATION	0105622600	08/18/2022		20220909	76.80
	BELLBOY CORPORATION	0096171900	08/18/2022		20220909	2,242.90
	BELLBOY CORPORATION	0105623400	08/18/2022		20220909	26.67
			CHECK	476051	TOTAL:	5,101.69
476052	09/09/2022 PRTD 131191 BERNATELLO'S PIZZA INC	5089069	08/10/2022		20220909	546.00
			CHECK	476052	TOTAL:	546.00
476053	09/09/2022 PRTD 142153 BLACK STACK BREWING INC	18855	08/18/2022		20220909	336.00
	BLACK STACK BREWING INC	18856	08/18/2022		20220909	336.00
			CHECK	476053	TOTAL:	672.00
476054	09/09/2022 PRTD 151149 BOARMAN KROOS VOGEL GROUP INC	59768	08/10/2022		20220909	6,518.72
			CHECK	476054	TOTAL:	6,518.72
476055	09/09/2022 PRTD 101010 BORDER STATES INDUSTRIES INC	924732681	08/10/2022		20220909	1,460.88
			CHECK	476055	TOTAL:	1,460.88
476056	09/09/2022 PRTD 105367 BOUND TREE MEDICAL LLC	84640951	08/12/2022		20220909	824.50
	BOUND TREE MEDICAL LLC	70325219	08/16/2022		20220909	-644.75
			CHECK	476056	TOTAL:	179.75
476057	09/09/2022 PRTD 119351 BOURGET IMPORTS	189506	08/23/2022		20220909	804.25
	BOURGET IMPORTS	189504	08/23/2022		20220909	235.50
	BOURGET IMPORTS	189505	08/23/2022		20220909	349.25
			CHECK	476057	TOTAL:	1,389.00
476058	09/09/2022 PRTD 117040 BOYER FORD TRUCKS INC	008P13449	08/10/2022		20220909	56.30
	BOYER FORD TRUCKS INC	005P15239	08/15/2022		20220909	-39.92

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						CHECK	476058 TOTAL :	16.38
476059	09/09/2022	PRTD	100664	BRAUN INTERTEC CORPORATION	B305007	08/11/2022	20220909	11,823.75
				BRAUN INTERTEC CORPORATION	B305214	08/15/2022	20220909	5,984.39
						CHECK	476059 TOTAL :	17,808.14
476060	09/09/2022	PRTD	124291	BREAKTHRU BEVERAGE MINNESOTA WINE	345216931	08/11/2022	20220909	6,114.87
						CHECK	476060 TOTAL :	6,114.87
476061	09/09/2022	PRTD	124529	BREAKTHRU BEVERAGE MINNESOTA BEER	345286515	08/16/2022	20220909	10,085.75
				BREAKTHRU BEVERAGE MINNESOTA BEER	345201157	08/11/2022	20220909	6,640.75
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286624	08/16/2022	20220909	14,630.90
				BREAKTHRU BEVERAGE MINNESOTA BEER	345286580	08/16/2022	20220909	2,859.45
				BREAKTHRU BEVERAGE MINNESOTA BEER	345370880	08/23/2022	20220909	2,627.40
				BREAKTHRU BEVERAGE MINNESOTA BEER	345369870	08/23/2022	20220909	319.10
				BREAKTHRU BEVERAGE MINNESOTA BEER	345367583	08/23/2022	20220909	738.05
				BREAKTHRU BEVERAGE MINNESOTA BEER	345369863	08/23/2022	20220909	217.20
						CHECK	476061 TOTAL :	38,118.60
476062	09/09/2022	PRTD	102149	CALLAWAY GOLF	934868398	05/17/2022	20220909	237.60
				CALLAWAY GOLF	935225617	07/18/2022	20220909	4,380.00
						CHECK	476062 TOTAL :	4,617.60
476063	09/09/2022	PRTD	119455	CAPITOL BEVERAGE SALES LP	2727995	08/19/2022	20220909	14.00
				CAPITOL BEVERAGE SALES LP	2727994	08/19/2022	20220909	642.50
				CAPITOL BEVERAGE SALES LP	2727996	08/19/2022	20220909	1,727.80
				CAPITOL BEVERAGE SALES LP	2727998	08/19/2022	20220909	51.50
				CAPITOL BEVERAGE SALES LP	2727993	08/19/2022	20220909	1,431.40

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				INVOICE	INV DATE	PO	CHECK RUN	NET
			CAPITOL BEVERAGE SALES LP	2729099	08/23/2022		20220909	1,350.00
			CAPITOL BEVERAGE SALES LP	2729098	08/23/2022		20220909	98.98
			CAPITOL BEVERAGE SALES LP	2729100	08/23/2022		20220909	4,987.00
			CAPITOL BEVERAGE SALES LP	2721660a	08/05/2022		20220909	-20.00
					CHECK	476063	TOTAL:	10,283.18
476064	09/09/2022	PRTD 160207	JASON THOMAS CARDINAL	EPD2022-6	08/15/2022		20220909	1,375.00
			JASON THOMAS CARDINAL	EFD2022-2	08/15/2022		20220909	1,375.00
					CHECK	476064	TOTAL:	2,750.00
476065	09/09/2022	PRTD 144675	CARLOS CREEK WINERY INC	23729	08/23/2022		20220909	156.00
					CHECK	476065	TOTAL:	156.00
476066	09/09/2022	PRTD 160160	CHRISTIANSON'S BUSINESS FURNITURE	5826-1-KR	08/15/2022	22200041	20220909	10,397.14
					CHECK	476066	TOTAL:	10,397.14
476067	09/09/2022	PRTD 142028	CINTAS CORPORATION	4128279279	08/15/2022		20220909	98.32
			CINTAS CORPORATION	4128278486	08/15/2022		20220909	27.65
			CINTAS CORPORATION	4128278441	08/15/2022		20220909	11.78
			CINTAS CORPORATION	4128278407	08/15/2022		20220909	26.88
			CINTAS CORPORATION	4128278408	08/15/2022		20220909	17.87
			CINTAS CORPORATION	4128278387	08/15/2022		20220909	33.63
					CHECK	476067	TOTAL:	216.13
476068	09/09/2022	PRTD 100087	CITY OF SAINT PAUL	IN50725	08/22/2022		20220909	7,686.13
					CHECK	476068	TOTAL:	7,686.13
476069	09/09/2022	PRTD 120433	COMCAST	0161120-08/22	08/26/2022		20220909	20.30

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				INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	476069	TOTAL:	20.30
476070	09/09/2022	PRTD	105981 TILLER CORPORATION	220815	08/15/2022		20220909	26,610.74
					CHECK	476070	TOTAL:	26,610.74
476071	09/09/2022	PRTD	144027 COMMUNITY GROWTH SOLUTIONS INC	22-08	08/12/2022		20220909	400.00
					CHECK	476071	TOTAL:	400.00
476072	09/09/2022	PRTD	144092 CONCENTRA	103622161	08/12/2022		20220909	129.00
					CHECK	476072	TOTAL:	129.00
476073	09/09/2022	PRTD	104928 SMITH CONSTRUCTION SERVICES INC	28758	08/10/2022		20220909	2.49
					CHECK	476073	TOTAL:	2.49
476074	09/09/2022	PRTD	100012 CORE & MAIN	R401709	08/15/2022		20220909	1,831.11
			CORE & MAIN	R398293	08/15/2022		20220909	1,068.90
			CORE & MAIN	R407254	08/15/2022		20220909	1,014.20
					CHECK	476074	TOTAL:	3,914.21
476075	09/09/2022	PRTD	142772 CREATIVE ARCADE	1480	08/01/2022		20220909	13,387.50
					CHECK	476075	TOTAL:	13,387.50
476076	09/09/2022	PRTD	100699 CULLIGAN SOFTWATER SERVICE COMPAN	114x87547002	08/31/2022		20220909	125.72
					CHECK	476076	TOTAL:	125.72
476077	09/09/2022	PRTD	100130 DAKOTA COUNTY DPC	DCSOT-08/2022-1	08/11/2022		20220909	239.70
					CHECK	476077	TOTAL:	239.70
476078	09/09/2022	PRTD	102195 DAY INVESTMENTS LLC	P53841631	08/09/2022		20220909	100.38
					CHECK	476078	TOTAL:	100.38

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		INVOICE	INV DATE	PO	CHECK RUN	NET
476079	09/09/2022	PRTD 100718 DELEGARD TOOL COMPANY	192077/1	08/12/2022	20220909	374.83
		DELEGARD TOOL COMPANY	167382/1	08/16/2022	20220909	-21.52
			CHECK	476079	TOTAL:	353.31
476080	09/09/2022	PRTD 121103 DIRECTV GROUP INC	045419181X220819	08/19/2022	20220909	139.14
			CHECK	476080	TOTAL:	139.14
476081	09/09/2022	PRTD 101766 DISPLAY SALES COMPANY	INV-033193	08/10/2022	20220909	677.00
			CHECK	476081	TOTAL:	677.00
476082	09/09/2022	PRTD 100730 DORSEY & WHITNEY LLP	3807677	08/15/2022	20220909	9,900.00
			CHECK	476082	TOTAL:	9,900.00
476083	09/09/2022	PRTD 150827 DRASTIC MEASURES BREWING, LLC	2535	08/17/2022	20220909	150.80
			CHECK	476083	TOTAL:	150.80
476084	09/09/2022	PRTD 132810 ECM PUBLISHERS INC	906300	08/11/2022	20220909	198.45
		ECM PUBLISHERS INC	906301	08/11/2022	20220909	160.65
		ECM PUBLISHERS INC	906302	08/11/2022	20220909	207.90
		ECM PUBLISHERS INC	906303	08/11/2022	20220909	269.90
		ECM PUBLISHERS INC	906304	08/11/2022	20220909	113.05
			CHECK	476084	TOTAL:	949.95
476085	09/09/2022	PRTD 100049 EHLERS AND ASSOCIATES	91401	08/09/2022	20220909	2,860.00
		EHLERS AND ASSOCIATES	91399	08/09/2022	20220909	1,275.00
		EHLERS AND ASSOCIATES	91396	08/09/2022	20220909	255.00
		EHLERS AND ASSOCIATES	91400	08/09/2022	20220909	3,825.00
		EHLERS AND ASSOCIATES	91397	08/09/2022	20220909	1,657.50

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				INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK 476085 TOTAL:	9,872.50
476086	09/09/2022	PRTD	101956	EMERGENCY APPARATUS MAINTENANCE I 123084	08/12/2022		20220909	2,154.15
							CHECK 476086 TOTAL:	2,154.15
476087	09/09/2022	PRTD	104733	EMERGENCY MEDICAL PRODUCTS INC 2468746	08/04/2022		20220909	171.75
							CHECK 476087 TOTAL:	171.75
476088	09/09/2022	PRTD	100752	ESS BROTHERS & SONS INC CC6324	08/10/2022		20220909	9,944.00
				ESS BROTHERS & SONS INC CC6445	08/12/2022		20220909	5,365.00
							CHECK 476088 TOTAL:	15,309.00
476089	09/09/2022	PRTD	100146	ELLIOTT AUTO SUPPLY CO, INC 69-459291	08/11/2022		20220909	119.70
				ELLIOTT AUTO SUPPLY CO, INC 69-459432	08/12/2022		20220909	148.50
				ELLIOTT AUTO SUPPLY CO, INC 69-458980	08/09/2022		20220909	619.99
				ELLIOTT AUTO SUPPLY CO, INC 69-459338	08/12/2022		20220909	34.17
							CHECK 476089 TOTAL:	922.36
476090	09/09/2022	PRTD	147181	FALLING BREWERY - BERGMAN LEDGE L E-7475	08/23/2022		20220909	368.00
				FALLING BREWERY - BERGMAN LEDGE L E-7476	08/23/2022		20220909	234.00
							CHECK 476090 TOTAL:	602.00
476091	09/09/2022	PRTD	141099	FIRST STUDENT INC 264482	08/09/2022		20220909	215.00
				FIRST STUDENT INC 264488	08/09/2022		20220909	430.00
				FIRST STUDENT INC 264489	08/09/2022		20220909	430.00
				FIRST STUDENT INC 264487	08/09/2022		20220909	430.00
				FIRST STUDENT INC 264516	08/09/2022		20220909	430.00
				FIRST STUDENT INC 264521	08/09/2022		20220909	215.00
				FIRST STUDENT INC 264507	08/09/2022		20220909	215.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	476091	TOTAL:	2,365.00
476092	09/09/2022	PRTD 126444 KIRK STENSRUD ENTERPRISES INC	2315-48098	08/10/2022	20220909	990.00
			CHECK	476092	TOTAL:	990.00
476093	09/09/2022	PRTD 160289 GOLF COMPETE INC	09-2022-2696	09/01/2022	20220909	1,655.00
			CHECK	476093	TOTAL:	1,655.00
476094	09/09/2022	PRTD 102456 GALLS PARENT HOLDINGS LLC	BC1685478	08/12/2022	20220909	167.96
		GALLS PARENT HOLDINGS LLC	BC1686194	08/13/2022	20220909	90.00
			CHECK	476094	TOTAL:	257.96
476095	09/09/2022	PRTD 160228 GRANICUS LLC	154794	08/09/2022	20220909	22,086.84
			CHECK	476095	TOTAL:	22,086.84
476096	09/09/2022	PRTD 144412 WINEBOW	MN00117579	08/19/2022	20220909	933.96
			CHECK	476096	TOTAL:	933.96
476097	09/09/2022	PRTD 143653 GUARANTY COMMERCIAL TITLE INC	Cornelia view #2	08/31/2022	20220909	35,030.41
			CHECK	476097	TOTAL:	35,030.41
476098	09/09/2022	PRTD 150691 HALLMARK CLEANERS	208160-083122	08/31/2022	20220909	2,437.89
			CHECK	476098	TOTAL:	2,437.89
476099	09/09/2022	PRTD 137677 HAMMEL GREEN AND ABRAHAMSON INC	231486	08/09/2022	20220909	545.64
		HAMMEL GREEN AND ABRAHAMSON INC	231598	08/10/2022	20220909	13,222.21
		HAMMEL GREEN AND ABRAHAMSON INC	231600A	08/10/2022	20220909	3,451.64
		HAMMEL GREEN AND ABRAHAMSON INC	231600B	08/10/2022	20220909	1,664.93
		HAMMEL GREEN AND ABRAHAMSON INC	231599	08/10/2022	20220909	1,916.20

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	476099	TOTAL:	20,800.62
476100	09/09/2022	PRTD 151168 HAMMER SPORTS LLC	2409	08/14/2022	20220909	357.00
			CHECK	476100	TOTAL:	357.00
476101	09/09/2022	PRTD 151092 HARDLINE EQUIPMENT LLC	42206113	08/15/2022	20220909	1,016.03
			CHECK	476101	TOTAL:	1,016.03
476102	09/09/2022	PRTD 100797 HAWKINS INC	6260661	08/05/2022	20220909	6,204.21
		HAWKINS INC	6261843	08/09/2022	20220909	10,571.33
		HAWKINS INC	6267484	08/15/2022	20220909	9,132.09
			CHECK	476102	TOTAL:	25,907.63
476103	09/09/2022	PRTD 100798 HAYDEN-MURPHY EQUIPMENT COMPANY	R0235501	08/15/2022	20220909	8,100.00
			CHECK	476103	TOTAL:	8,100.00
476104	09/09/2022	PRTD 103085 HENNEPIN COUNTY ACCOUNTING SERVIC	1000190640	08/10/2022	20220909	369.00
			CHECK	476104	TOTAL:	369.00
476105	09/09/2022	PRTD 143585 HENNEPIN COUNTY MEDICAL CENTER	74105	08/23/2022	20220909	20.00
			CHECK	476105	TOTAL:	20.00
476106	09/09/2022	PRTD 118765 HENRY SCHEIN INC	24116033	08/10/2022	20220909	228.00
			CHECK	476106	TOTAL:	228.00
476107	09/09/2022	PRTD 102079 HIGHVIEW PLUMBING INC	16597	08/09/2022	20220909	8,985.00
			CHECK	476107	TOTAL:	8,985.00
476108	09/09/2022	PRTD 104375 HOHENSTEINS INC	534082	08/23/2022	20220909	3,267.20
		HOHENSTEINS INC	534083	08/23/2022	20220909	76.50
		HOHENSTEINS INC	534080	08/23/2022	20220909	2,602.50

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	HOHENSTEINS INC	534081	08/23/2022		20220909	60.00
	HOHENSTEINS INC	534074	08/23/2022		20220909	3,517.95
	HOHENSTEINS INC	534063	08/23/2022		20220909	54.00
			CHECK	476108	TOTAL:	9,578.15
476109	09/09/2022 PRTD 100417 HORIZON CHEMICAL CO	INV24146	08/12/2022		20220909	2,770.00
			CHECK	476109	TOTAL:	2,770.00
476110	09/09/2022 PRTD 116680 HP INC	9016571881	08/10/2022		20220909	16,935.75
	HP INC	9016576987	08/11/2022		20220909	11,040.80
			CHECK	476110	TOTAL:	27,976.55
476111	09/09/2022 PRTD 160239 HUEBSCH LAUNDRY CO	20167910	08/15/2022		20220909	202.47
			CHECK	476111	TOTAL:	202.47
476112	09/09/2022 PRTD 160484 IRONHAWK INDUSTRIAL DISTRIBUTION	10889	08/11/2022		20220909	5,701.97
			CHECK	476112	TOTAL:	5,701.97
476113	09/09/2022 PRTD 118322 ITL PATCH COMPANY INC	EFA20A4D-0002	08/15/2022		20220909	100.00
	ITL PATCH COMPANY INC	EDINAPD-0001	08/15/2022		20220909	774.00
			CHECK	476113	TOTAL:	874.00
476114	09/09/2022 PRTD 102157 JEFF ELLIS AND ASSOCIATES INC	20110033	08/12/2022		20220909	1,150.00
			CHECK	476114	TOTAL:	1,150.00
476115	09/09/2022 PRTD 132592 JF AHERN CO	521682	08/09/2022		20220909	260.00
			CHECK	476115	TOTAL:	260.00
476116	09/09/2022 PRTD 100835 ARTISAN BEER COMPANY	3554767	08/18/2022		20220909	484.70
	ARTISAN BEER COMPANY	3554770	08/18/2022		20220909	2,326.45

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			ARTISAN BEER COMPANY	3554769	08/18/2022	20220909	104.00
			ARTISAN BEER COMPANY	3554766	08/18/2022	20220909	2,139.25
					CHECK	476116 TOTAL:	5,054.40
476117	09/09/2022	PRTD 100835	PHILLIPS WINE & SPIRITS	6448502	08/18/2022	20220909	2,005.47
			PHILLIPS WINE & SPIRITS	6448503	08/18/2022	20220909	619.65
			PHILLIPS WINE & SPIRITS	6448504	08/18/2022	20220909	61.35
			PHILLIPS WINE & SPIRITS	6445820	08/18/2022	20220909	1,317.45
			PHILLIPS WINE & SPIRITS	6448519	08/18/2022	20220909	569.72
			PHILLIPS WINE & SPIRITS	6448518	08/18/2022	20220909	57.70
			PHILLIPS WINE & SPIRITS	6448517	08/18/2022	20220909	325.40
			PHILLIPS WINE & SPIRITS	6448516	08/18/2022	20220909	293.40
			PHILLIPS WINE & SPIRITS	6448512	08/18/2022	20220909	333.70
			PHILLIPS WINE & SPIRITS	6448511	08/18/2022	20220909	83.85
			PHILLIPS WINE & SPIRITS	6448510	08/18/2022	20220909	1,405.87
			PHILLIPS WINE & SPIRITS	6448509	08/18/2022	20220909	82.70
			PHILLIPS WINE & SPIRITS	6448508	08/18/2022	20220909	162.70
			PHILLIPS WINE & SPIRITS	6448507	08/18/2022	20220909	661.50
			PHILLIPS WINE & SPIRITS	6448506	08/18/2022	20220909	326.75
			PHILLIPS WINE & SPIRITS	6448505	08/18/2022	20220909	785.69
					CHECK	476117 TOTAL:	9,092.90
476118	09/09/2022	PRTD 100835	WINE MERCHANTS	7392148	08/18/2022	20220909	959.45
			WINE MERCHANTS	7392147	08/18/2022	20220909	2,091.55
			WINE MERCHANTS	7392151	08/18/2022	20220909	1,846.16
			WINE MERCHANTS	7392149	08/18/2022	20220909	1,196.15
			WINE MERCHANTS	745668	08/11/2022	20220909	-24.00

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CHECK 476118 TOTAL: 6,069.31

476119	09/09/2022	PRTD	100835	JOHNSON BROTHERS LIQUOR CO	2118447	08/18/2022	20220909	76.70
				JOHNSON BROTHERS LIQUOR CO	2118448	08/18/2022	20220909	586.28
				JOHNSON BROTHERS LIQUOR CO	2118449	08/18/2022	20220909	166.35
				JOHNSON BROTHERS LIQUOR CO	2118450	08/18/2022	20220909	1,252.10
				JOHNSON BROTHERS LIQUOR CO	2118451	08/18/2022	20220909	378.11
				JOHNSON BROTHERS LIQUOR CO	2118452	08/18/2022	20220909	283.05
				JOHNSON BROTHERS LIQUOR CO	2118454	08/18/2022	20220909	807.36
				JOHNSON BROTHERS LIQUOR CO	2118455	08/18/2022	20220909	2,172.15
				JOHNSON BROTHERS LIQUOR CO	2118456	08/18/2022	20220909	133.35
				JOHNSON BROTHERS LIQUOR CO	2118457	08/18/2022	20220909	498.18
				JOHNSON BROTHERS LIQUOR CO	2118477	08/18/2022	20220909	204.70
				JOHNSON BROTHERS LIQUOR CO	2118476	08/18/2022	20220909	283.32
				JOHNSON BROTHERS LIQUOR CO	2118475	08/18/2022	20220909	133.35
				JOHNSON BROTHERS LIQUOR CO	2118474	08/18/2022	20220909	2,239.59
				JOHNSON BROTHERS LIQUOR CO	2118473	08/18/2022	20220909	481.81
				JOHNSON BROTHERS LIQUOR CO	2118472	08/18/2022	20220909	873.45
				JOHNSON BROTHERS LIQUOR CO	2118471	08/18/2022	20220909	2,421.18
				JOHNSON BROTHERS LIQUOR CO	2118470	08/18/2022	20220909	899.90
				JOHNSON BROTHERS LIQUOR CO	2118467	08/18/2022	20220909	291.71
				JOHNSON BROTHERS LIQUOR CO	2118466	08/18/2022	20220909	2,391.68
				JOHNSON BROTHERS LIQUOR CO	2118465	08/18/2022	20220909	400.05
				JOHNSON BROTHERS LIQUOR CO	2118464	08/18/2022	20220909	4,091.16
				JOHNSON BROTHERS LIQUOR CO	2118463	08/18/2022	20220909	746.90
				JOHNSON BROTHERS LIQUOR CO	2118462	08/18/2022	20220909	33.35

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	JOHNSON BROTHERS LIQUOR CO	2118461	08/18/2022		20220909	858.80
	JOHNSON BROTHERS LIQUOR CO	2118460	08/18/2022		20220909	120.70
	JOHNSON BROTHERS LIQUOR CO	2118459	08/18/2022		20220909	435.06
	JOHNSON BROTHERS LIQUOR CO	2118458	08/18/2022		20220909	1,406.05
	JOHNSON BROTHERS LIQUOR CO	2118453	08/18/2022		20220909	66.70
	JOHNSON BROTHERS LIQUOR CO	217160	08/18/2022		20220909	-.67
	JOHNSON BROTHERS LIQUOR CO	215810	08/10/2022		20220909	-22.50
			CHECK	476119	TOTAL:	24,709.92
476120	09/09/2022 PRTD 102113 AUDRANN INC	1380994	08/10/2022		20220909	359.97
			CHECK	476120	TOTAL:	359.97
476121	09/09/2022 PRTD 160493 JT HARDWARE SPECIALTIES	2684	08/11/2022		20220909	2,147.20
			CHECK	476121	TOTAL:	2,147.20
476122	09/09/2022 PRTD 103409 KELBRO COMPANY	2799239	08/18/2022		20220909	77.90
	KELBRO COMPANY	2799320	08/18/2022		20220909	92.50
	KELBRO COMPANY	2802941	08/20/2022		20220909	28.55
	KELBRO COMPANY	2802942	08/20/2022		20220909	156.00
			CHECK	476122	TOTAL:	354.95
476123	09/09/2022 PRTD 136686 LARA SCHINKE-OLSON INCE	14955190	08/13/2022		20220909	272.00
			CHECK	476123	TOTAL:	272.00
476124	09/09/2022 PRTD 100944 KIWI KAI IMPORTS INC	174886	08/16/2022		20220909	927.70
			CHECK	476124	TOTAL:	927.70
476125	09/09/2022 PRTD 160469 L-Z TRUCK EQUIPMENT INC	113562	08/12/2022	22200057	20220909	8,740.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	476125	TOTAL:	8,740.00
476126	09/09/2022	PRTD 151166 LAMIS, JAMES	220702.1	07/31/2022	20220909	1,832.50
			CHECK	476126	TOTAL:	1,832.50
476127	09/09/2022	PRTD 101220 LANO EQUIPMENT INC	01-932484	08/11/2022	20220909	250.00
			CHECK	476127	TOTAL:	250.00
476128	09/09/2022	PRTD 100852 LAWSON PRODUCTS INC	9309823308	08/09/2022	20220909	776.65
		LAWSON PRODUCTS INC	9309831847	08/11/2022	20220909	144.74
		LAWSON PRODUCTS INC	9309833951	08/11/2022	20220909	619.87
			CHECK	476128	TOTAL:	1,541.26
476129	09/09/2022	PRTD 131846 LEGACY SERVICES CORPORATION	22-0258ENV1	07/02/2022	20220909	10,644.00
		LEGACY SERVICES CORPORATION	22-0258ENV2	07/02/2022	20220909	6,504.00
			CHECK	476129	TOTAL:	17,148.00
476130	09/09/2022	PRTD 135867 LIBATION PROJECT	48646	08/23/2022	20220909	174.00
		LIBATION PROJECT	48647	08/23/2022	20220909	119.33
			CHECK	476130	TOTAL:	293.33
476131	09/09/2022	PRTD 117026 LIFE-ASSIST INC	1234560	07/28/2022	20220909	352.66
		LIFE-ASSIST INC	1240380	08/15/2022	20220909	346.14
			CHECK	476131	TOTAL:	698.80
476132	09/09/2022	PRTD 146427 LUCID BREWING LLC	14348	08/18/2022	20220909	92.00
		LUCID BREWING LLC	14382	08/23/2022	20220909	100.00
			CHECK	476132	TOTAL:	192.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
476133	09/09/2022	PRTD 141916	LUPULIN BREWING COMPANY	47089	08/19/2022		20220909	189.00
			LUPULIN BREWING COMPANY	47049	08/18/2022		20220909	138.00
					CHECK	476133	TOTAL:	327.00
476134	09/09/2022	PRTD 123848	LVC COMPANIES INC	94559	08/15/2022		20220909	280.00
					CHECK	476134	TOTAL:	280.00
476135	09/09/2022	PRTD 160320	PESCHONG, MATTHEW	173-FINAL	09/08/2022		20220909	850.00
					CHECK	476135	TOTAL:	850.00
476136	09/09/2022	PRTD 134063	MANSFIELD OIL COMPANY	23514783	08/15/2022		20220909	1,441.86
			MANSFIELD OIL COMPANY	23514835	08/15/2022		20220909	12,059.53
					CHECK	476136	TOTAL:	13,501.39
476137	09/09/2022	PRTD 122554	MATHESON TRI-GAS INC	0026078361	07/31/2022		20220909	57.41
					CHECK	476137	TOTAL:	57.41
476138	09/09/2022	PRTD 160372	MAVO SYSTEMS INC	9155	08/10/2022		20220909	3,850.00
					CHECK	476138	TOTAL:	3,850.00
476139	09/09/2022	PRTD 101483	MENARDS	46146	08/09/2022		20220909	578.29
					CHECK	476139	TOTAL:	578.29
476140	09/09/2022	PRTD 101483	MENARDS	66834	08/11/2022		20220909	22.29
			MENARDS	67045	08/15/2022		20220909	15.96
			MENARDS	67055	08/15/2022		20220909	11.92
			MENARDS	66780	08/10/2022		20220909	12.34
			MENARDS	66783-7142	08/10/2022		20220909	366.73
			MENARDS	66692	08/09/2022		20220909	42.32

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				INVOICE	INV DATE	PO	CHECK RUN	NET
			MENARDS	66709	08/09/2022		20220909	15.96
					CHECK	476140	TOTAL:	487.52
476141	09/09/2022	PRTD 102729	METROPOLITAN FORD LLC	CM529054	08/15/2022		20220909	-56.32
			METROPOLITAN FORD LLC	529054	08/10/2022		20220909	569.33
			METROPOLITAN FORD LLC	529078	08/11/2022		20220909	248.36
			METROPOLITAN FORD LLC	529066	08/10/2022		20220909	736.03
			METROPOLITAN FORD LLC	529041	08/09/2022		20220909	122.03
			METROPOLITAN FORD LLC	412522	07/26/2022		20220909	192.59
					CHECK	476141	TOTAL:	1,812.02
476142	09/09/2022	PRTD 134420	MILLER, JOHN	08152022	08/15/2022		20220909	288.81
					CHECK	476142	TOTAL:	288.81
476143	09/09/2022	PRTD 136248	MINNESOTA EQUIPMENT INC	P79507	08/04/2022		20220909	-65.08
			MINNESOTA EQUIPMENT INC	P80227	08/15/2022		20220909	2,506.44
					CHECK	476143	TOTAL:	2,441.36
476144	09/09/2022	PRTD 112908	MINNESOTA ROADWAYS COMPANY	86541	08/09/2022		20220909	1,305.00
					CHECK	476144	TOTAL:	1,305.00
476145	09/09/2022	PRTD 113638	MINNESOTA NATIVE LANDSCAPES INC	35227	08/09/2022		20220909	275.00
					CHECK	476145	TOTAL:	275.00
476146	09/09/2022	PRTD 140955	MODIST BREWING LLC	E-33954	08/23/2022		20220909	195.00
					CHECK	476146	TOTAL:	195.00
476147	09/09/2022	PRTD 122019	MOORE CREATIVE TALENT INC	148178	08/09/2022		20220909	960.00
					CHECK	476147	TOTAL:	960.00

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476148	09/09/2022	PRTD 100906 MTI DISTRIBUTING INC	1358898-00	08/10/2022	20220909	1,614.72
				CHECK	476148 TOTAL:	1,614.72
476149	09/09/2022	PRTD 160204 WILSON, CLARICE ANN	SUMMER 2022	08/15/2022	20220909	17,128.80
				CHECK	476149 TOTAL:	17,128.80
476150	09/09/2022	PRTD 100920 GENUINE PARTS COMPANY	3599-178044	08/11/2022	20220909	-18.00
		GENUINE PARTS COMPANY	3599-178043	08/11/2022	20220909	179.49
				CHECK	476150 TOTAL:	161.49
476151	09/09/2022	PRTD 100076 NEW FRANCE WINE CO	189974	07/12/2022	20220909	2.50
				CHECK	476151 TOTAL:	2.50
476152	09/09/2022	PRTD 104350 NIKE USA INC	9656711718	07/18/2022	20220909	66.51
		NIKE USA INC	9656987805	07/19/2022	20220909	116.40
				CHECK	476152 TOTAL:	182.91
476153	09/09/2022	PRTD 139023 NUSS TRUCK GROUP INC	7191104P	08/11/2022	20220909	443.23
		NUSS TRUCK GROUP INC	7191174P	08/10/2022	20220909	290.35
				CHECK	476153 TOTAL:	733.58
476154	09/09/2022	PRTD 160500 OLD NATIONAL BANK	TIF-PNT VILL-8/29/22	08/29/2022	20220909	279,687.73
				CHECK	476154 TOTAL:	279,687.73
476155	09/09/2022	PRTD 126729 OMANN BROTHERS PAVING INC	16289	08/10/2022	20220909	4,944.99
		OMANN BROTHERS PAVING INC	16300	08/11/2022	20220909	5,315.72
				CHECK	476155 TOTAL:	10,260.71
476156	09/09/2022	PRTD 999996 Fiebigler, Rolf	44965853-REFUND	08/26/2022	20220909	59.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK	476156 TOTAL:	59.00
476157	09/09/2022	PRTD	999996 Niemiec, Alyssa	44966142-REFUND	08/26/2022		20220909	59.00
						CHECK	476157 TOTAL:	59.00
476158	09/09/2022	PRTD	999996 Ollhoff, Nicole	44966174-REFUND	08/26/2022		20220909	59.00
						CHECK	476158 TOTAL:	59.00
476159	09/09/2022	PRTD	999996 Ruben, Adam	44966244-REFUND	08/26/2022		20220909	59.00
						CHECK	476159 TOTAL:	59.00
476160	09/09/2022	PRTD	999996 Wernsman, Stefanie	44966285-REFUND	08/26/2022		20220909	59.00
						CHECK	476160 TOTAL:	59.00
476161	09/09/2022	PRTD	999996 Worral, Robert	44966321-REFUND	08/26/2022		20220909	59.00
						CHECK	476161 TOTAL:	59.00
476162	09/09/2022	PRTD	999997 Colonial Church	00089363-8/25/2022	08/25/2022		20220909	17,900.05
						CHECK	476162 TOTAL:	17,900.05
476163	09/09/2022	PRTD	999997 M-M Bloomington Assoc LLC	00112301-8/29/2022	08/29/2022		20220909	10,622.71
						CHECK	476163 TOTAL:	10,622.71
476164	09/09/2022	PRTD	999997 M-M Bloomington Assoc LLC	00107524-8/29/2022	08/29/2022		20220909	2,138.18
						CHECK	476164 TOTAL:	2,138.18
476165	09/09/2022	PRTD	999997 Morgan, Mikel	00123640-9/1/2022	09/01/2022		20220909	594.80
						CHECK	476165 TOTAL:	594.80
476166	09/09/2022	PRTD	999997 Wild, Justin	00118909-9/1/2022	09/01/2022		20220909	21.03

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	476166	TOTAL:	21.03
476167	09/09/2022	PRTD	100945	PEPSI-COLA COMPANY	28567010	08/22/2022	20220909	1,292.79
				PEPSI-COLA COMPANY	20120809	08/19/2022	20220909	295.98
					CHECK	476167	TOTAL:	1,588.77
476168	09/09/2022	PRTD	149249	PEQUOD DISTRIBUTING	W-158846	08/18/2022	20220909	222.50
				PEQUOD DISTRIBUTING	W-158848	08/18/2022	20220909	269.00
				PEQUOD DISTRIBUTING	W-158551	08/18/2022	20220909	325.50
				PEQUOD DISTRIBUTING	W-158549	08/18/2022	20220909	272.50
				PEQUOD DISTRIBUTING	W-158847	08/18/2022	20220909	172.00
					CHECK	476168	TOTAL:	1,261.50
476169	09/09/2022	PRTD	100954	PIONEER RIM & WHEEL COMPANY	01CN6567	08/11/2022	20220909	1,104.72
					CHECK	476169	TOTAL:	1,104.72
476170	09/09/2022	PRTD	130926	PLANTSCAPE INC	370711	08/15/2022	20220909	2,335.06
					CHECK	476170	TOTAL:	2,335.06
476171	09/09/2022	PRTD	100958	PLUNKETT'S PEST CONTROL	7667918	08/11/2022	20220909	105.31
					CHECK	476171	TOTAL:	105.31
476172	09/09/2022	PRTD	106322	SCHENCK, DAVID	159955	08/09/2022	20220909	388.89
				SCHENCK, DAVID	160008	08/11/2022	20220909	134.03
				SCHENCK, DAVID	159997	08/15/2022	20220909	812.64
				SCHENCK, DAVID	159998	08/15/2022	20220909	1,043.49
				SCHENCK, DAVID	160009	08/15/2022	20220909	287.88
					CHECK	476172	TOTAL:	2,666.93

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
476173	09/09/2022	PRTD	143618 PRYES BREWING COMPANY LLC	W-41738	08/18/2022		20220909	463.00
						CHECK	476173 TOTAL:	463.00
476174	09/09/2022	PRTD	139392 Q-FREE TCS INC	12591	08/12/2022		20220909	3,875.00
						CHECK	476174 TOTAL:	3,875.00
476175	09/09/2022	PRTD	131685 QUADIENT LEASING US, INC.	N9537159	08/12/2022		20220909	871.95
						CHECK	476175 TOTAL:	871.95
476176	09/09/2022	PRTD	160142 QUINLIVAN & HUGHES, PA	157114	08/09/2022		20220909	23.50
						CHECK	476176 TOTAL:	23.50
476177	09/09/2022	PRTD	100466 R & R PRODUCTS INC	CD2708081	08/11/2022		20220909	331.80
						CHECK	476177 TOTAL:	331.80
476178	09/09/2022	PRTD	100972 R & R SPECIALTIES INC	0076271-IN	08/09/2022		20220909	218.70
						CHECK	476178 TOTAL:	218.70
476179	09/09/2022	PRTD	133091 RANGE SERVANT AMERICA INC	118214	08/11/2022		20220909	4,280.43
						CHECK	476179 TOTAL:	4,280.43
476180	09/09/2022	PRTD	132465 RANGE SYSTEMS INC	29527	08/09/2022		20220909	800.00
						CHECK	476180 TOTAL:	800.00
476181	09/09/2022	PRTD	100977 RICHFIELD PLUMBING COMPANY	85337	08/12/2022		20220909	1,040.00
						CHECK	476181 TOTAL:	1,040.00
476182	09/09/2022	PRTD	102408 RIGID HITCH INCORPORATED	1928706010	08/09/2022		20220909	66.37
			RIGID HITCH INCORPORATED	1928706367	08/10/2022		20220909	104.26

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	476182	TOTAL:	170.63
476183	09/09/2022	PRTD	101659 ORKIN	229985726	08/09/2022		20220909	63.00
			ORKIN	230617661	08/12/2022		20220909	90.00
			ORKIN	229985377	08/15/2022		20220909	149.47
					CHECK	476183	TOTAL:	302.47
476184	09/09/2022	PRTD	117099 EARL F ANDERSEN INC	0129887-IN	06/22/2022		20220909	4,790.95
					CHECK	476184	TOTAL:	4,790.95
476185	09/09/2022	PRTD	144553 SALTCO LLC	92295	08/15/2022		20220909	70.00
					CHECK	476185	TOTAL:	70.00
476186	09/09/2022	PRTD	104689 SERIGRAPHICS SIGN SYSTEMS INC	64207-Final	08/16/2022		20220909	265.50
					CHECK	476186	TOTAL:	265.50
476187	09/09/2022	PRTD	132210 RUSCIANO GROUP INC	68575	08/11/2022		20220909	765.00
					CHECK	476187	TOTAL:	765.00
476188	09/09/2022	PRTD	100995 SHORT-ELLIOT-HENDRICKSON INCORPOR	431197	08/12/2022		20220909	5,161.01
					CHECK	476188	TOTAL:	5,161.01
476189	09/09/2022	PRTD	120784 WALSH GRAPHICS INC	17475	08/09/2022		20220909	232.00
			WALSH GRAPHICS INC	17355	08/09/2022		20220909	302.00
			WALSH GRAPHICS INC	17491	08/15/2022		20220909	185.00
					CHECK	476189	TOTAL:	719.00
476190	09/09/2022	PRTD	137482 SITEONE LANDSCAPE SUPPLY LLC	121302723-001	08/09/2022		20220909	53.57
					CHECK	476190	TOTAL:	53.57

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
476191	09/09/2022	PRTD	132195	SMALL LOT MN	MN55769	08/23/2022	20220909	333.08
				SMALL LOT MN	MN55794	08/23/2022	20220909	109.04
					CHECK	476191	TOTAL:	442.12
476192	09/09/2022	PRTD	100430	SNAP-ON INDUSTRIAL	ARV/53953477	08/09/2022	20220909	120.79
				SNAP-ON INDUSTRIAL	ARV/54006117	08/12/2022	20220909	44.27
					CHECK	476192	TOTAL:	165.06
476193	09/09/2022	PRTD	145599	SSI MN TRANCHE 1 LLC	36895	08/15/2022	20220909	55,478.22
					CHECK	476193	TOTAL:	55,478.22
476194	09/09/2022	PRTD	145599	SSI MN TRANCHE 2 LLC	36896	08/15/2022	20220909	2,371.44
					CHECK	476194	TOTAL:	2,371.44
476195	09/09/2022	PRTD	139006	OFFICE OF MNIT SERVICES	W22070543	08/12/2022	20220909	308.70
					CHECK	476195	TOTAL:	308.70
476196	09/09/2022	PRTD	139006	OFFICE OF MNIT SERVICES	W22070540	08/12/2022	20220909	1,602.18
					CHECK	476196	TOTAL:	1,602.18
476197	09/09/2022	PRTD	139006	MINNESOTA'S BOOKSTORE	00000712015	08/11/2022	20220909	54.00
					CHECK	476197	TOTAL:	54.00
476198	09/09/2022	PRTD	139006	MINNESOTA'S BOOKSTORE	00000712635	08/17/2022	20220909	54.00
					CHECK	476198	TOTAL:	54.00
476199	09/09/2022	PRTD	139006	MINNESOTA'S BOOKSTORE	00000713432	08/25/2022	20220909	54.00
					CHECK	476199	TOTAL:	54.00

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
476200	09/09/2022	PRTD 102390 STRAND MANUFACTURING COMPANY INC	31683	07/07/2022	20220909	247.08
				CHECK	476200 TOTAL:	247.08
476201	09/09/2022	PRTD 101015 STREICHERS INC	I1584007	08/10/2022	20220909	53.00
		STREICHERS INC	I1584573	08/15/2022	20220909	224.98
				CHECK	476201 TOTAL:	277.98
476202	09/09/2022	PRTD 143566 WOODS, MINDY A	0000128	08/12/2022	20220909	450.00
				CHECK	476202 TOTAL:	450.00
476203	09/09/2022	PRTD 101017 SUBURBAN CHEVROLET	59620P	08/15/2022	20220909	228.05
		SUBURBAN CHEVROLET	59751P	08/15/2022	20220909	278.20
				CHECK	476203 TOTAL:	506.25
476204	09/09/2022	PRTD 119864 SYSCO MINNESOTA INC	447177696	08/11/2022	20220909	1,591.08
				CHECK	476204 TOTAL:	1,591.08
476205	09/09/2022	PRTD 104932 TAYLOR MADE	36151156	08/11/2022	20220909	117.85
				CHECK	476205 TOTAL:	117.85
476206	09/09/2022	PRTD 129923 CONTEMPORARY INC	V871199	08/11/2022	20220909	36.31
				CHECK	476206 TOTAL:	36.31
476207	09/09/2022	PRTD 123129 TIMESAVER OFF SITE SECRETARIAL IN	M27531	08/12/2022	20220909	600.00
				CHECK	476207 TOTAL:	600.00
476208	09/09/2022	PRTD 134673 TOTAL MECHANICAL SYSTEMS INC	S4001	08/11/2022	20220909	1,159.00
		TOTAL MECHANICAL SYSTEMS INC	S3970	08/11/2022	20220909	315.00
		TOTAL MECHANICAL SYSTEMS INC	S3980	08/11/2022	20220909	1,056.50
		TOTAL MECHANICAL SYSTEMS INC	S3991	08/11/2022	20220909	545.00

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
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						CHECK	476208 TOTAL:	3,075.50
476209	09/09/2022	PRTD	136342	TRAVIS MATHEW LLC	90880160	08/10/2022	20220909	92.70
				TRAVIS MATHEW LLC	90881678	08/10/2022	20220909	131.34
						CHECK	476209 TOTAL:	224.04
476210	09/09/2022	PRTD	160494	TREE TRUST	NextGenTree-081122	08/11/2022	20220909	77,166.00
						CHECK	476210 TOTAL:	77,166.00
476211	09/09/2022	PRTD	103973	ULINE INC	152498336	08/10/2022	20220909	343.83
						CHECK	476211 TOTAL:	343.83
476212	09/09/2022	PRTD	142790	UNDERGROUND UTILITY SPECIALTIES I 489		08/12/2022	20220909	9,200.00
						CHECK	476212 TOTAL:	9,200.00
476213	09/09/2022	PRTD	145567	UNMAPPED BREWING COMPANY LLC	E-1935	08/18/2022	20220909	144.00
				UNMAPPED BREWING COMPANY LLC	E-1934	08/18/2022	20220909	111.00
						CHECK	476213 TOTAL:	255.00
476214	09/09/2022	PRTD	160436	BENJAMIN HUGUS	E-2606	08/23/2022	20220909	360.00
				BENJAMIN HUGUS	E-2607	08/23/2022	20220909	129.00
				BENJAMIN HUGUS	E-2608	08/23/2022	20220909	111.00
						CHECK	476214 TOTAL:	600.00
476215	09/09/2022	PRTD	144033	USS MINNESOTA ONE MT LLC	36894	08/15/2022	20220909	7,316.70
						CHECK	476215 TOTAL:	7,316.70
476216	09/09/2022	PRTD	101058	VAN PAPER COMPANY	008625	08/10/2022	20220909	65.74
						CHECK	476216 TOTAL:	65.74

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
476217	09/09/2022	PRTD	148579	VIERKANT DISPOSAL LLC	7/1/22 - 7/31/22	08/10/2022		20220909	67,985.00
						CHECK	476217	TOTAL:	67,985.00
476218	09/09/2022	PRTD	101066	VIKING ELECTRIC SUPPLY	S006089028.001	08/10/2022		20220909	237.24
						CHECK	476218	TOTAL:	237.24
476219	09/09/2022	PRTD	119454	VINOCOPIA INC	0310799-IN	08/18/2022		20220909	169.00
				VINOCOPIA INC	0310805-IN	08/18/2022		20220909	2,083.00
				VINOCOPIA INC	0310804-IN	08/18/2022		20220909	1,831.92
				VINOCOPIA INC	0310916-IN	08/19/2022		20220909	314.25
				VINOCOPIA INC	0310798-IN	08/18/2022		20220909	113.25
						CHECK	476219	TOTAL:	4,511.42
476220	09/09/2022	PRTD	120627	VISTAR	65377848	08/09/2022		20220909	83.94
				VISTAR	65419819	08/12/2022		20220909	1,527.57
				VISTAR	65440221	08/15/2022		20220909	36.81
						CHECK	476220	TOTAL:	1,648.32
476221	09/09/2022	PRTD	143468	PORTAGE BREWING COMPANY	002673	08/16/2022		20220909	115.50
						CHECK	476221	TOTAL:	115.50
476222	09/09/2022	PRTD	100183	WASHINGTON COUNTY	205696	08/29/2022		20220909	1,676.51
						CHECK	476222	TOTAL:	1,676.51
476223	09/09/2022	PRTD	130574	WATSON COMPANY	127664	08/11/2022		20220909	412.24
						CHECK	476223	TOTAL:	412.24
476224	09/09/2022	PRTD	101033	WINE COMPANY	212550	08/19/2022		20220909	116.00

A/P CASH DISBURSEMENTS JOURNAL
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					CHECK	476224	TOTAL:	116.00
476225	09/09/2022	PRTD	130471	WINFIELD SOLUTIONS LLC	65186840	08/09/2022	20220909	3,615.62
				WINFIELD SOLUTIONS LLC	65186844	08/09/2022	20220909	1,041.24
				WINFIELD SOLUTIONS LLC	65217305	08/30/2022	20220909	-652.22
					CHECK	476225	TOTAL:	4,004.64
476226	09/09/2022	PRTD	124503	WINSUPPLY EDEN PRAIRIE MN CO	231514 01	08/03/2022	20220909	62.22
				WINSUPPLY EDEN PRAIRIE MN CO	231936 01	08/10/2022	20220909	30.43
				WINSUPPLY EDEN PRAIRIE MN CO	232173 01	08/15/2022	20220909	49.93
					CHECK	476226	TOTAL:	142.58
476227	09/09/2022	PRTD	142162	WOODEN HILL BREWING COMPANY LLC	3660	08/18/2022	20220909	119.40
				WOODEN HILL BREWING COMPANY LLC	3659	08/18/2022	20220909	119.40
				WOODEN HILL BREWING COMPANY LLC	3658	08/18/2022	20220909	310.50
					CHECK	476227	TOTAL:	549.30

NUMBER OF CHECKS 200 *** CASH ACCOUNT TOTAL *** 1,318,984.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	200	1,318,984.00

*** GRAND TOTAL *** 1,318,984.00



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.C.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Andrew Scipioni, Transportation Planner

Item Activity:
Action

Subject: Resolution 2022-83: Approving the 2023 Budget and
Dues Increase for the I-494 Corridor Commission

ACTION REQUESTED:

Adopt Resolution 2022-83 approving the the 2023 budget and dues increase for the I-494 Corridor Commission.

INTRODUCTION:

The I-494 Corridor Commission has proposed a 2023 budget of \$602,248 and a membership dues increase from \$0.53 per resident to \$0.56. Per our Joint Powers Agreement, the Council of each member party shall approve, modify or reject the proposed Commission budget and the party's financial contribution.

The exact amount of this increase is currently unknown as the Commission relies upon the Metropolitan Council's population estimates and those for 2023 are not yet available. Using the 2022 population estimates, the increase for the City of Edina would be approximately \$1,900.

ATTACHMENTS:

Resolution 2022-83: Approving the 2023 Budget and Dues Increase for the I-494 Corridor Commission
494 Corridor Commission Letter to Edina



**RESOLUTION NO. 2022-83
APPROVING THE 2023 BUDGET AND DUES INCREASE FOR
THE I-494 CORRIDOR COMMISSION**

WHEREAS, The City of Edina is a member of the I-494 Corridor Commission, a joint powers organization with the purpose of more effectively and efficiently moving people and goods around the I-494 Corridor; and

WHEREAS, the Joint Powers Agreement for the I-494 Corridor Commission requires members to “approve, modify or reject the proposed Commission budget and the Party’s financial contribution” each calendar year; and

WHEREAS, The I-494 Corridor Commission received a one-time allocation of \$300,000 from the State of Minnesota for telework outreach to be used between 2022 and 2023; and

WHEREAS, The I-494 Corridor Commissioners have recommended a \$602,248 budget for 2023 (a decrease of \$30,365 from the 2022 budget), which will be primarily funded by federal and state government grants; and

WHEREAS, The I-494 Corridor Commissioners have recommended a membership dues increase from \$0.53 per resident in 2022 to \$0.56 per resident in 2023 to cover expenses that will not be eligible for state telework funds; and

WHEREAS, the proposed dues increase for the City of Edina is expected to be approximately \$1,900; and

WHEREAS, the 2023 budget and dues increase is intended to advance the successful work of the I-494 Corridor Commission during a time when several major freeway construction projects will be underway;

NOW, THEREFORE, BE IT RESOLVED, the City of Edina approves the I-494 Corridor Commission 2023 budget of \$602,248 and the 2023 dues increase to \$0.56 per resident.

Adopted this 20th day of September, 2022.

Attest: _____
Sharon Allison, City Clerk

Kevin Staunton, Acting 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 September 20, 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



I-494 CORRIDOR COMMISSION

Reducing Traffic Congestion

Bloomington • Eden Prairie • Edina • Minnetonka • Richfield

July 26th, 2022

City of Edina
4801 W. 50th Street
Edina, MN 55424

Re: I-494 Corridor Commission Membership Dues Increase

The I-494 Corridor Commission is thankful for the City of Edina's longtime membership with the Commission. Together, with the member cities of Bloomington, Richfield, Eden Prairie and Minnetonka we have been able to achieve impressive results in the areas of road and transit project advancement and funding. We have also worked on slowing the demand for roads through our Commuter Services outreach program.

The I-494 Corridor Commission continues to leverage federal grant funding for the work of Commuter Services with employers, residents and commuters within our member cities. We are projecting to use the remainder of the one-time state allocation of \$300,000 for telework outreach in 2023.

The impact of our work benefits people from 85 out of 87 counties in MN on a daily basis (as determined by a Metropolitan Council study) and we plan to seek additional funding from the state during the 2023 legislative session. Without the state funding, we will face a dire financial position at the end of 2023, whereby we may need to cease the operation of Commuter Services.

The I-494 Corridor Commission is not able to use the state funds as match to our federal Congestion Mitigation Air Quality (CMAQ) grant as the state funds are specifically only for telework outreach.

We have a need to increase our membership dues by \$0.03 for 2023 to help cover expenses that will not be eligible for the state telework funds. This would change the membership dues from \$0.53 per resident to \$0.56 per resident.

For 2023, we are excited to continue working with employers to assist them with telework and hybrid work strategies along with managing employer sponsored commuter programs.

Now that inflation and high gas prices have been impacting people for several quarters, many commuters are indicating they are not able to afford their commute to work. We are hoping the current state of the economy will lead even more employers to offer/expand commuting benefits.

In addition to resources for employers, we have a vast array of helpful commute and transportation resources to help all residents and commuters regardless of employer participation and will continue to help everyone with our assistance.

We hope the City of Edina will continue membership with us and we look forward to achieving more together.

Sincerely,

Melissa Madison
Executive Director



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.D.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Aaron T. Ditzler, P.E., Assistant City Engineer

Item Activity:

Subject: Reject Bids for Contract ENG 22-18NB West 50th
Street and Sunnyslope Road East Turn Lane
Improvements

Action

ACTION REQUESTED:

Reject Bids for Contract ENG 22-18NB West 50th Street and Sunnyslope Road East Turn Lane Improvements.

INTRODUCTION:

The bids were double the estimated cost of improvements. The project involves adding a left turn lane on eastbound West 50th Street to northbound Sunnyslope Road East. Staff will package this small project with the larger proposed project at Eden Avenue and Willson Road in 2023, which should provide more cost-effective pricing.

ATTACHMENTS:

Bid Results

West 50th Street Turn Lane at Sunnyslope Road Improvements (#8286508)

Owner: Edina MN, City of

Solicitor: Edina MN, City of

09/08/2022 10:00 AM CDT

Section Title	Line Item	Item Description	UofM	Quantity	Pember Companies, Inc.		JL Theis, Inc.	
					Unit Price	Extension	Unit Price	Extension
Base Bid Section - Required Completion						\$65,898.75		\$74,740.87
	1	MOBILIZATION	LS	1	\$23,200.00	\$23,200.00	\$9,000.00	\$9,000.00
	2	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
	3	CLEARING	EA	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00
	4	GRUBBING	EA	1	\$375.00	\$375.00	\$1,800.00	\$1,800.00
	5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	112	\$4.00	\$448.00	\$12.00	\$1,344.00
	6	REMOVE CURB & GUTTER	LF	100	\$13.25	\$1,325.00	\$25.00	\$2,500.00
	7	REMOVE BITUMINOUS ROADWAY PAVEMENT	SY	45	\$16.25	\$731.25	\$50.00	\$2,250.00
	8	REMOVE CONCRETE WALK	SF	240	\$2.50	\$600.00	\$5.00	\$1,200.00
	9	REMOVE SIGN	EA	1	\$75.00	\$75.00	\$200.00	\$200.00
	10	COMMON EXCAVATION (EV) (P)	CY	45	\$75.00	\$3,375.00	\$200.00	\$9,000.00
	13	STREET SWEEPER (WITH PICKUP BROOM)	HR	10	\$130.00	\$1,300.00	\$30.00	\$300.00
	14	AGGREGATE BASE, CLASS 5 (CV)	CY	29	\$80.00	\$2,320.00	\$140.00	\$4,060.00
	15	BITUMINOUS MATERIAL FOR TACK COAT	GAL	5	\$45.00	\$225.00	\$10.00	\$50.00
	16	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340B)	TON	24	\$435.00	\$10,440.00	\$412.00	\$9,888.00
	17	SEAL BITUMINOUS JOINT (MnDOT SPEC 3723)	LF	112	\$30.00	\$3,360.00	\$24.00	\$2,688.00
	18	4" CONCRETE WALK WITH 6" CLASS 5 AGGREGATE BASE	SF	300	\$12.00	\$3,600.00	\$30.00	\$9,000.00
	19	CONCRETE CURB & GUTTER DESIGN B618	LF	100	\$42.00	\$4,200.00	\$90.00	\$9,000.00
	20	CLEAN ROOT CUTTING	LF	15	\$10.00	\$150.00	\$5.00	\$75.00
	21	TREE TRIMMING	HR	1	\$350.00	\$350.00	\$55.00	\$55.00
	22	INLET PROTECTION	EA	2	\$145.00	\$290.00	\$200.00	\$400.00
	23	SIGN TYPE C	SF	14	\$70.00	\$980.00	\$126.60	\$1,772.40
	24	ORGANIC TOPSOIL BORROW (MOD)	CY	4	\$170.00	\$680.00	\$160.00	\$640.00
	25	TURF ESTABLISHMENT	SY	21	\$22.00	\$462.00	\$10.00	\$210.00
	26	4" SOLID LINE WHITE MULTI COMP GR IN (WR)	LF	40	\$22.25	\$890.00	\$77.70	\$3,108.00
	27	PAVEMENT MESSAGE PREF THERMO GR IN	SF	15.45	\$50.00	\$772.50	\$77.70	\$1,200.47
Fixed Price Section						\$1,060.00		\$1,060.00
	11	COMMON LABORER	HR	4	\$90.00	\$360.00	\$90.00	\$360.00
	12	EQUIPMENT RENTAL	HR	4	\$175.00	\$700.00	\$175.00	\$700.00
Base Bid Total:						\$66,958.75		\$75,800.87



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.E.

To: Mayor and City Council

Item Type:
Report / Recommendation

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

Item Activity:

Subject: Approve Agreements with Soo Line Railroad
Company dba Canadian Pacific

Action

ACTION REQUESTED:

Approve Agreements with Soo Line Railroad Company dba Canadian Pacific to allow the construction of the overhead pedestrian bridge in the Grandview District at 5146 Eden Avenue (former Public Works site).

INTRODUCTION:

The agreement allows the City to construct, maintain and operate a pedestrian bridge over CP Rail in accordance to the requirement stated.

ATTACHMENTS:

Agreement

License Agreement No. 5127401

Right of Entry License Agreement (Exhibit C)

Minimum Safety Requirements for Contractors Working on CP Property (Exhibit D)

AGREEMENT

THIS AGREEMENT is made and entered into this 1 day of October, 2022 (the “Effective Date”) by and between the City of Edina, Minnesota, a Minnesota municipal corporation (the “City”) and Soo Line Railroad Company d/b/a Canadian Pacific (“CP”), whose business address is 120 South 6th Street, Minneapolis, Minnesota 55402.

WITNESSETH

WHEREAS, the City proposes to construct a new overhead pedestrian bridge across the right-of-way and track of CP in the City of Edina, Hennepin County, Minnesota (the “Project”); and

WHEREAS, the proposed pedestrian bridge will cross one (1) main line track of CP at or near mile post 17.85 on the MN&S Subdivision; and

WHEREAS, CP’s property over which the overhead pedestrian bridge shall cross (the “Property”) is depicted in the plan marked Exhibit A attached hereto and incorporated herein, and described in the license agreements marked Exhibits B and C attached hereto and incorporated herein;

WHEREAS, the parties desire the construction of the overhead pedestrian bridge to be performed in accordance with plans, specifications and special provisions prepared by the City and approved by CP, and

WHEREAS, it is contemplated that said work be carried out by the parties hereto in accordance with Minnesota statutes; and

WHEREAS, the classification of the Project is in accordance with the most recent Edition of the Minnesota Department of Transportation’s Standard Specifications for Construction; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for establishment, construction, and maintenance of said pedestrian overhead bridge;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement as hereinafter contained, the parties hereto agree as follows:

1. By separate instrument attached as Exhibit B and subject to CP’s rights therein, CP agrees to grant to the City a license for the occupancy of said pedestrian bridge on CP’s Property. The City shall secure or cause to be secured, without cost or assessment to CP, all other rights required for or incidental to the Project except as provided herein.
2. This Agreement is subject to the superior title of CP to the Property and to all other outstanding and superior rights, if any; and the City shall not, by reason of rights hereby granted, acquire or assert title to any of the Property adverse to CP’s title. CP shall have the continuing and compatible right to use and occupy the Property for railroad construction, operation, and maintenance purposes and repair its facilities within the limits of the pedestrian bridge and to construct such other facilities as from time to time it may

choose. The City's right to use and maintain the pedestrian bridge is at all times subject to the terms and provisions of this Agreement.

3. The City shall prepare, or cause to be prepared, and submit for CP approval prior to construction of the Project all necessary plans and specifications covering construction of the pedestrian bridge structure, approaches thereto, drainage, and all work incidental thereto generally in the area of CP's right-of-way and facilities. All substructures and piers within twenty feet (20') of CP's right-of-way shall be designed to resist the impact and redirection of locomotives, rail cars, and other rail equipment in the event of a derailment and will be of heavy construction or protected by a pier protection wall in accordance with American Railway Engineering and Maintenance of Way Association ("AREMA") standards. The parties intend that all construction within CP's right-of-way will be restricted to the shaded areas designated on the attached Exhibit A. Upon CP's approval of the plans and specifications, the City shall construct the Project in accordance thereto and will supervise and furnish engineering and inspection for all work performed thereunder.
4. No change shall be made on any approved plan or specification by either party hereto without prior written consent of the other party insofar as the same relates to CP's facilities or operations.
5. The parties hereto shall perform, or cause to be performed, in accordance with detailed plans and specifications approved by CP, the following items of work:

A. Work by the City

The City or its contractor or contractors shall furnish or cause to be furnished, at the sole cost and expense of the City, all labor, material, work equipment and tools and perform all work necessary to construct and complete the following:

- (i) The preparation of the bridge plans and specifications.
- (ii) The construction of the new Pedestrian Bridge.
- (iii) The construction of trail and utility improvements adjacent to said bridge including traffic control, grading, paving, drainage and utility work.
- (iv) The completion of site restoration, including but not limited to restoring drainage and establishing vegetation.
- (v) Incidental work necessary to complete the items hereinabove specified.
- (vi) The City shall provide CP with as-built plans upon completion of the Project.

B. Work by CP

CP or its contractor shall furnish or cause to be furnished, at the sole cost and expense of the City, all labor, material, work equipment and tools and perform all work necessary to construct and complete the following:

- (i) Provide flagging and watchman protection.
- (ii) Review pedestrian bridge plans and specifications.
- (iii) Review construction submittals and RFIs, as applicable.
- (iv) Perform construction observation, as deemed necessary by CP.
- (v) Incidental work necessary to complete the items hereinabove specified.

All CP Work shall be at the City's cost and expense on a CP supplied materials and labor basis, including review of the City's plans. CP shall invoice the City monthly for such cost and expense, which the City shall cause to be paid in accordance with its regular procedures, applicable statutes, and regulations. CP's costs associated with CP Work under this Agreement will be based on CP's applicable rates and internal overheads (including labor, material and equipment overheads) and any value added, sales, goods and services, or similar tax which may be imposed on any such amounts pursuant to any federal, state, or local law.

- 6. Upon completion of the Project, the City shall thereafter inspect, maintain, repair, and renew the pedestrian bridge at its sole cost and expense.
- 7. The City agrees that in the event that any drainage or similar conditions develops on CP's right-of-way and substantially interferes with CP's operations because of the Project or its subsequent installation, upon receipt of written notice from CP, the City will promptly remedy or eliminate such condition.
- 8. CP assumes no responsibility for the design, construction or operation of the pedestrian bridge. To the fullest extent permitted by law, the City shall release, defend, indemnify, and hold harmless CP for any and all accidents, injury and/or property damage that may be result of the design, construction or operation of the pedestrian bridge. This indemnification obligation shall survive the expiration or termination of this Agreement.
- 9. The Parties agree that railroad traffic must be maintained during Project construction and that train movement and rail operations have priority over Project construction. Rail operations include the movement of rail equipment as well as trains, and the construction or repair of railroad track, structures, communications, and appurtenances thereto. The City agrees that in the event the Project causes any condition on CP's right-of-way that substantially interferes with railroad operations, upon receipt of CP's written notice, the City will promptly remedy or eliminate such condition.
- 10. If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the City's Work, CP will repair (or arrange for the repair of) such damage and the City will pay the full cost of such repair.

11. Prior to entering the Property, the City or its contractor will arrange to execute CP's standard Right of Entry License Agreement ("ROE License Agreement") attached as Exhibit C; and must adhere to CP's standard Minimum Safety Requirements for Contractors attached hereto and marked as Exhibit D. In addition, the City and its contractor must at all times when on railroad property use personal protective equipment as follows: hard hats, orange reflectorized safety vests, safety glasses and safety boots. All City Work and related activities of the City and its employees, agents, and contractors in connection with this Agreement shall be deemed "Work" under the License Agreement, and shall be subject to all the terms and conditions of the License Agreement, and all rights, obligations, and remedies of the parties under the License Agreement with respect to such Work shall be cumulative to those provided hereunder.
12. The City shall secure, at the City's own expense, any permits or licenses required by state or local laws or ordinances and shall comply with all applicable laws, including but not limited to any laws, regulations, standards and permit requirements relating to environmental pollution or contamination or to occupational health and safety.
13. In the event that the City does not enter into a contract for construction of the Project contemplated by this agreement on or before a day twelve (12) months after the date this Agreement is fully executed, then either party may, at any time thereafter, serve notice of cancellation upon the other party, by registered mail, and this Agreement shall immediately be cancelled and terminated.
14. The obligations of the parties under this Agreement, other than payment, shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the reasonable control of the party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of the obligations. In the event that an incident of force majeure impairs a party's ability to fulfill its obligations to the other party under this Agreement, said party shall take reasonable measures to restore performance of its obligations in a timely manner.
15. This Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against any party hereto.
16. No consent or waiver, expressed or implied, by a party of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other party. Failure on the part of a party to complain of any act or failure of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

17. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word “including” means “without limitation”, and the words “herein”, “hereof” and “hereunder” refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.
18. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.
19. Nothing herein shall be interpreted as creating an association, partnership, joint venture or other joint undertaking between the parties hereto.
20. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to any choice or conflict of laws principles (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota.
21. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity or enforceability of the other provisions hereof shall not be affected thereby. The parties hereto acknowledge and agree that in the event any term or provision herein is determined to be unenforceable as written, but could be enforced if limited, then such provision shall be enforced to the fullest extent permitted by law.
22. The language used in this Agreement should be deemed the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party.
23. This Agreement is the full, complete, and entire agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement. No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing and signed by both parties.
24. This Agreement shall be binding upon, and inure to the benefit of, the parties’ respective successors and assigns.
25. This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers effective when the City and CP have endorsed their acceptance thereon.

THE CITY OF EDINA

SOO LINE RAILROAD COMPANY

BY: _____

BY: _____

Daniel Sabatka

BY: _____

Director Public Works

Attest: _____

BY: _____

Brian Osborne

Manager Public Works

EXHIBIT A

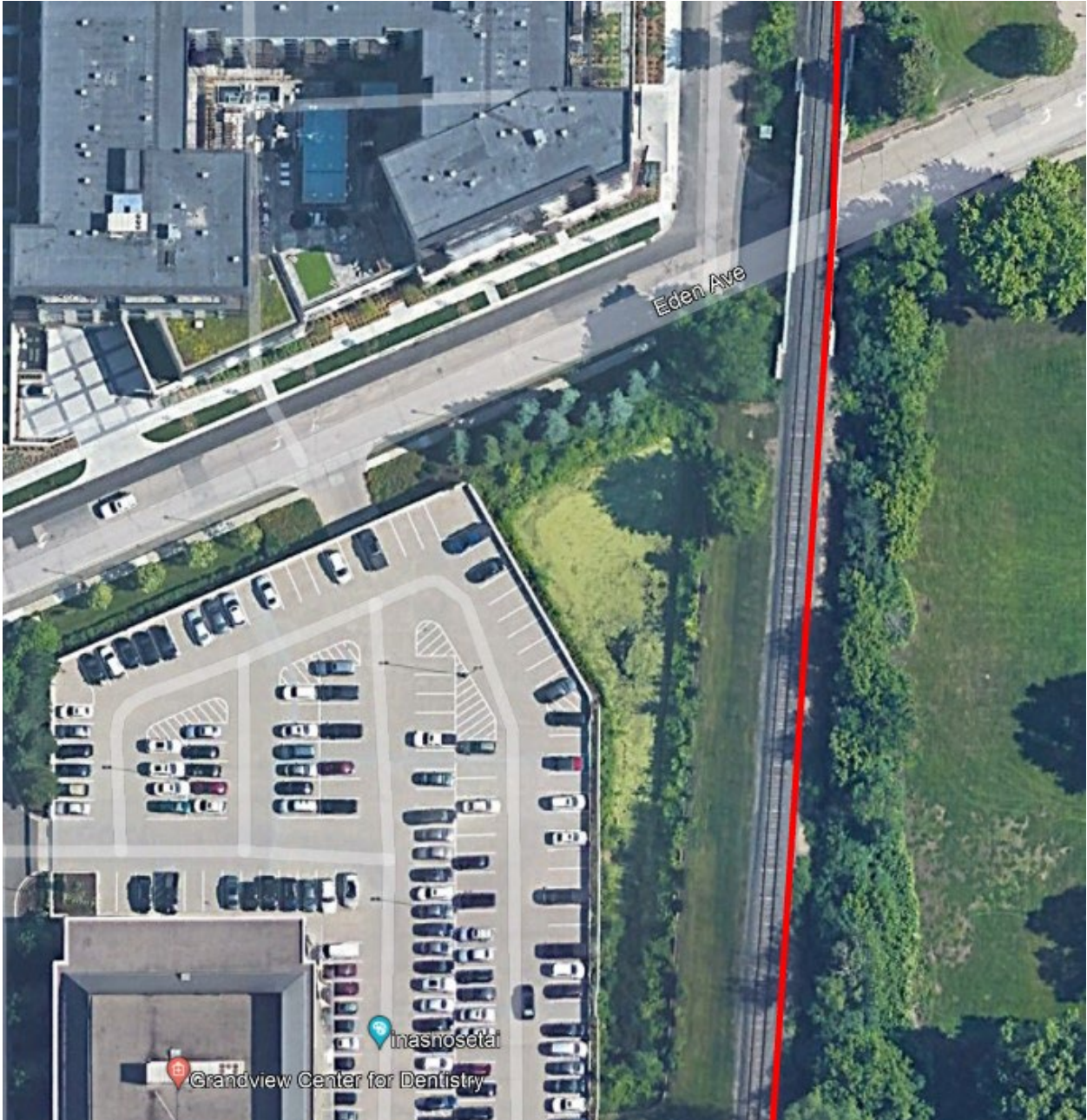


EXHIBIT B
Occupancy License Agreement

EXHIBIT C
Right of Entry License Agreement

EXHIBIT D
Minimum Safety Requirements for Contractors

License Agreement No. 5127401

1. THIS AGREEMENT is made by and between

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific with general offices at:

Address	Contact Info	
Real Estate Department 700 Canadian Pacific Plaza 120 South Sixth Street Minneapolis, Minnesota 55402	Name:	Amy Andrews
	Phone:	612-851-5794
	Fax:	612-904-6147
	Email:	Amy.Andrews@cpr.ca

hereinafter called "**CP**,"

and

the **CITY OF EDINA, MINNESOTA**, a Minnesota municipal corporation, whose address for matters concerning this Agreement is:

Address	Contact Info	
7450 Metro Blvd Edina, MN 55439	Name:	Chad Millner
	Phone:	952-826-0318
	Cell:	
	Email:	cmilner@EdinaMN.gov

hereinafter called "**Licensee**."

2. PROPERTY; GRANT OF LICENSE

IN CONSIDERATION of the payments and covenants by Licensee, CP hereby grants unto Licensee a license to use and occupy those portions CP's property located in

Edina, Hennepin County, Minnesota

described as follows:

CONTAINING 11,600 Square Feet, more or less

and shown upon the map labeled Exhibit A that is attached hereto and is made a part hereof (the "**Licensed Premises**") upon the terms and conditions contained herein.

This Agreement is a license of occupation and is not a lease.

3. TERM

A. Effective Date

This Agreement shall be effective on **October 1, 2022**, the "**Effective Date**."

B. Initial Term

This License Agreement shall initially be for the term of **TEN (10)** years, from the Effective Date, the "**Initial Term**."

C. Expiration Date

This Agreement shall have no fixed expiration date but shall continue in effect until terminated by one of the means set forth in Section 5 herein.

D. "Term" vs. "term" defined

As used herein in capitalized form, "**Term**," shall mean the Initial Term or the Extension Term then in effect. When used in lowercase, "term," shall mean any period of time during which this License Agreement remains in effect.

4. PAYMENTS

A. Rent

Base Rent

Licensee shall during the term hereof pay CP rental at the rate of

One and No/100 Dollars (\$1.00) per year,

B. Taxes and other Fees

i. Taxes and Fees

Licensee shall pay all taxes, license fees or other charges, including, but not limited to, storm water fees, fines, interest and fees of any type, related to the construction of its pedestrian bridge over the Leased Premises. The foregoing shall be herein collectively referred to as "**Taxes and Fees**." Licensee shall not be responsible for other Taxes and Fees relating to the Leased Premises.

C. Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with its occupancy or use of the Licensed Premises, collectively "**Utility Service**." If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a default in the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.*

5. TERMINATION / RESTORATION / SURRENDER

A. Termination defined

Termination occurs when Licensee no longer has the right or CP's permission to use or occupy the Licensed Premises. Termination shall not be construed to release Licensee from any obligations or liabilities that exist or may arise as the result of Licensee's use or occupancy of the Licensed Premises or that impact CP in any other manner.

Termination shall not relieve Licensee from payment of rent or Taxes and Fees that are chargeable to Licensee hereunder if:

- i.*** Licensee has not vacated the Licensed Premises;
- ii.*** Any of Licensee's property or any Improvements remain on the Licensed Premises;
- iii.*** Licensee is in any manner deriving benefit from the use of the Licensed Premises;
- iv.*** CP has not approved Licensee's restoration of the Licensed Premises; or
- v.*** If environmental impacts remain upon the Licensed Premises or CP's adjacent property that can be reasonably attributed to the activities associated Licensee's use of the Licensed Premises.

B. Termination by Notice

After the Initial Term, this Agreement shall be subject to termination at any time by either party upon six (6) months' written notice to the other party. For such notice of termination to be

effective by Licensee, all of its restoration obligations pursuant to section 5.E. must be completed to the satisfaction of CP by the effective date of termination.

C. Termination by reason of Breach or Default

i. Breach defined

The terms of this Agreement will be deemed breached if Licensee shall at any time fail to perform or comply with any of the terms, covenants or conditions of this license.

ii. Default defined

If Licensee fails to timely pay any payment required pursuant to this Agreement, whether payment is due to CP or a third party relating to Licensee's use or occupancy of the Licensed Premises, then the Agreement shall be deemed to be in default.

iii. Cure Period

IN THE EVENT THAT LICENSEE FAILS TO CURE A BREACH OR DEFAULT WITHIN 10 DAYS AFTER WRITTEN NOTICE THEREOF BY CP TO LICENSEE, THEN CP MAY DECLARE THIS AGREEMENT TERMINATED IMMEDIATELY.

Licensee shall be obligated to notify CP in writing prior to the end of said 10 day period that it has cured the subject breach or default. Absence of timely receipt by CP of such written notice of cure shall entitle CP to terminate the Agreement.

v. Surrender and Eviction – Right of CP to enter and take possession of Licensed Premises

As one of the material considerations for CP's granting to Licensee the license under this Agreement, without which it would not have been granted, following termination of this Agreement by CP for reason of breach or default, Licensee agrees that it shall surrender possession of the Licensed Premises to CP and

LICENSEE HEREBY GRANTS CP THE RIGHT TO RE-ENTER AND TAKE CONTROL AND POSSESSION OF THE LICENSED PREMISES FOLLOWING TERMINATION BY REASON OF BREACH OR DEFAULT.

vi. Landlord Lien

When any rent, taxes, assessments, license fees or other charges payable hereunder are past due, CP shall have and is hereby granted a lien therefore upon the buildings and Improvements of Licensee located upon the Licensed Premises, including appliances, and upon thirty (30) days' written notice to Licensee may take possession of and sell the same and apply the proceeds against such past due indebtedness.

E. Restoration

i. Removal of Improvements

Upon expiration or earlier termination of this License, Licensee shall restore the Licensed Premises to a condition satisfactory to CP. Restoration shall include removal of all Improvements then located upon the Licensed Premises, including, but not limited to buildings, footings, foundations, poles, wires, pipes, conduits, wells, and hard surfaces such as concrete or asphalt.

ii. Work Plan Approval

Licensee shall submit to CP a work plan detailing its proposed restoration work and shall not commence with restoration until CP has approved said plan. Approval of Licensee's work plan shall not be deemed to be a waiver by CP of Licensee's obligation and covenant to remove all Improvements from the Licensed Premises.

iii. Soil and Water samples

If deemed prudent by CP, Licensee shall take soil and/or water samples at various intervals and locations during the restoration process. In the event that significant environmental

impacts are detected, Licensee may be required to perform additional tests and/or installations, such as monitoring or testing wells.

iv. Disposal of Materials

All building debris, concrete asphalt or other materials removed from the Licensed Premises shall be disposed off CP's land at a facility approved for disposal of type of material involved. Wells and tanks, or other regulated Improvements, must be removed according to applicable regulations and, commonly, by licensed experts.

6. PERMITTED AND PROHIBITED USES, IMPROVEMENTS, RIGHTS OF CP

A. Permitted Uses

The Licensed Premises shall be continuously occupied and used by Licensee during the term of this license for the conduct upon the premises in an active and substantial way of

Use as a pedestrian bridge over the Licensed Premises

, or such other kind of activities as may be approved by CP in writing.

The Licensed Premises shall not become and remain vacant for a period of fifteen (15) days, or be used by any other persons than such as are entitled to use them under the terms of this Agreement.

B. Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Licensed Premises to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

i. Advertising

permit any advertisements or signs upon the Licensed Premises other than advertisements or signs relating strictly to the business that is being conducted thereon;

ii. Use of Hazardous Substances

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Licensed Premises, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

iii. Use of Licensed Premises for waste treatment or as storage or disposal facility cause or allow the Licensed Premises or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

iv. Subleasing prohibited

sublet the Licensed Premises or the permissions or rights herein granted in any manner or form.

C. Improvements

i. Improvements Defined

a) **"Improvements"** shall mean structures, equipment, poles, wires, cables and appurtenances thereto now or during the term hereof located on the Licensed Premises whether placed upon the Licensed Premises by Licensee or a prior licensee.

b) **"Improvements" shall exclude:**

Railroad tracks, ties, switches, communication equipment and signals, and appurtenances thereto, unless expressly listed in subsection 6.C.i.a;
Public roadways and bridges; and
Public or private utilities covered by separate licenses or permits or known to belong to another party.

ii. Addition, Substantial Alteration or Removal of Improvements

- a) Any and all buildings and Improvements, including all necessary machinery and appliances, shall be constructed, installed and maintained at Licensee's sole expense, upon the Licensed Premises in a manner satisfactory to CP.
- b) Licensee shall not dispose of or remove any buildings or Improvements located upon the Licensed Premises without first:
 1. obtaining the written consent of CP; and
 2. paying all rent, taxes, assessments, license fees or other charges which may be due hereunder.

D. Reservations and Rights of CP

The Licensed Premises shall, at all times, be subject to the exclusive control of CP. Licensee acknowledges and agrees that the CP reserves (1) the right to pass and repass through, over, under, and upon the Licensed Premises from time to time in common with Licensee and (2) the right to grant to any other parties from time to time designated by the Licensors by written notice to Licensee (the "**Other Parties**") similar rights to those reserved to CP, provided the exercise of such rights do not materially interfere with the exercise by Licensee of its rights hereunder;

CP shall not be liable for any diminution or alteration of the Licensed Premises resulting from the exercise of the Licensors' rights under this Section and Licensee shall not be entitled to a reduction or abatement of rent, fees, or to compensation therefor, provided that CP shall not, in exercising these rights, materially, detrimentally and permanently reduce the use of the Licensed Premises by Licensee.

Licensee shall permit the Licensors and its agents, employees and workmen to enter upon the Licensed Premises at any time and from time to time for the purpose of inspecting, making repairs, alterations or Improvements to the Licensed Premises and for any other purpose and Licensee shall not be entitled to any compensation for any inconvenience, nuisance or discomfort occasioned thereby.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

A. Definitions

"Claim" or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims).

"Environmental Law" or **"Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"Hazardous Substance" or **"Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or

any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

"Release" or **"Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA.

"Response" or **"Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance.

"Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

B. Covenants, Acknowledgments & Due Diligence

i. *Applicable Laws and Requirements*

Licensee shall be familiar with the requirements of, comply with, and secure at Licensee's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws and the orders of any duly constituted public authority now or hereafter in effect which in any way govern or regulate Licensee's occupancy or use of the Licensed Premises, and shall at Licensee's sole expense, make all Improvements, alterations, repairs or additions, and install all appliances required by any such laws, regulations, ordinances or standards.

C. Conduct

i. *Licensed Premises clean, safe and free from nuisances*

Licensee shall not permit the existence of any nuisance upon the Licensed Premises and shall at all times keep the Licensed Premises in a proper, clean, safe and sanitary condition, and free from brush, vegetation and accumulations of waste materials, debris or refuse.

ii. *Snow Removal; Debris*

Licensee shall at all times keep clean and free from snow, ice, refuse and obstructions, any such crosswalk and any sidewalk now located or to be located adjacent to the Licensed Premises, and shall fully indemnify, hold harmless, and defend CP from and against all Claims in any manner arising from or growing out of Licensee's failure to do so. Any maintenance or snow removal by Licensee shall be carried out in a manner that will not interfere with railroad operations on trackage adjacent to the Licensed Premises.

iii *Release of Hazardous Substances*

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Licensed Premises.

iv. *Response Actions*

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Licensed Premises caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

- (a) give rise to any Claim under any Environmental Law,
- (b) cause a public health or workplace hazard, or
- (c) create a nuisance.

D. Required Notices/Disclosures

i. *Transportation and Disposal Contracts*

Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied

with all Environmental Laws relating to the Licensed Premises.

ii. Releases or Suspected Releases

Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Licensed Premises, regardless of the cause of the Release.

iii. Notices, summons citations, etc.

Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- (a) any Release of a Hazardous Substance on, to or from the Licensed Premises,
- (b) the imposition of any lien on the Licensed Premises, or
- (c) any alleged violation of or responsibility under any Environmental Law relating to the Licensed Premises.

E. CP's Right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in 7.D.iii connection with any action taken pursuant to section 7.C.iv, Licensee shall notify CP of and permit CP to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

8. LIABILITY

- A.** Licensee acknowledges and agrees that the movement of railroad locomotives, trains or cars and the work incident to the maintenance of the right-of-way and track in close proximity to the Licensed Premises involves some risk of injury to persons and damage to structures and property thereon. As one of the material considerations of this license, without which it would not be granted, Licensee expressly assumes said risk and, to the maximum extent permitted by law, hereby releases and agrees to release, indemnify, hold harmless and defend CP and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, or anyone acting on its behalf or their behalf (the "**Indemnified Parties**"), from and against any and all Claims of every kind, past, present and future, existing and contingent, known and unknown, arising from any injury to persons, firms or corporations whomsoever (including the parties hereto and their employees, agents and invitees), including injuries resulting in death, and damage to property whatsoever (including property of the parties hereto), including structures and their appurtenances, equipment and appliances, except Claims arising under Environmental Laws, while such persons or property are on the pedestrian bridge over the Licensed Premises, and when such injury or damage has been caused by or is attributable to, in whole or in part, CP's operation of locomotives, trains or cars, CP's performance of railroad maintenance in the vicinity of the Licensed Premises, or any other activity of Licensee or CP, except that Licensee's assumption of liability and its obligations hereunder shall not extend to damages to the premises of CP, to rolling stock belonging to CP or to others, or to shipments in course of transportation caused by CP's acts or omissions.
- B.** As one of the material considerations of this Agreement, without which it would not be granted, Licensee hereby releases and, to the maximum extent permitted by law, agrees to release, indemnify, hold harmless and defend the Indemnified Parties from and against any and all

Claims arising under any Environmental Law, of every kind, past, present and future, existing and contingent, known and unknown, arising from any injury to persons, firms or corporations whomsoever (including the parties hereto and their employees, agents and invitees), including injuries resulting in death, and damage to property whatsoever (including property of the parties hereto), wherever such persons or property are located, caused by or attributable to, in whole or in part, any act or omission of Licensee (or Licensee's employees, agents, contractors, representatives, or invitees), including without limitation the Use or Release of Hazardous Substances by Licensee and the breach by Licensee of any of its warranties, representations or covenants.

- C. Licensee acknowledges and agrees that a Release of any Hazardous Substance may impair the value of the Licensed Premises and restrict future use of the Licensed Premises notwithstanding the completion of any cleanup or remediation to the satisfaction of governmental or regulatory officials. Licensee agrees to compensate CP fully for any such diminution in value or restriction in use of the Licensed Premises regardless of whether a cleanup or remediation action was performed to the satisfaction of governmental or regulatory officials. No provision of this subsection C shall be construed to limit or impair the indemnification provisions of section 8.A, above.
- D. Licensee covenants and agrees that it will pay and discharge and indemnify CP for and against any and all Claims arising from any breach by Licensee of any of the terms, conditions or provisions contained in this license.
- E. Licensee shall, during the term of this license, fully protect the Licensed Premises from all mechanics' and materialmen's liens accruing by reason of the use or occupancy of the Licensed Premises by Licensee.
- F. The City's indemnification obligations under this Section shall not be limited by the amount or type of damages, compensation, or benefits payable by a claimant's employer under the applicable state worker compensation act or any disability benefit act or plan. Licensee's obligations under this Section shall survive the termination or expiration of this Agreement.

9. INSURANCE

- A. **During the Term of this Agreement**, Licensee shall at its own cost and expense, take out and keep in full force and effect:
 - i. a Commercial General Liability Insurance policy with an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, or any other increased amount as CP may reasonably require upon conducting reviews from time to time. Such insurance shall specifically state by its wording or by endorsement:
 - a) the policy extends to cover the contractual obligations assumed by Licensee under this Agreement with CP;
 - b) the policy shall name CP as an additional insured;
 - c) the policy shall contain a "cross-liability" clause which shall have the effect of insuring each person firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each; and
 - d) the policy shall not be cancelled or materially altered unless written notice is given by Licensee to CP thirty (30) days before the effective date of such cancellation or material alteration.
 - ii. Automobile public liability and property damage insurance in an amount not less than Two Million dollars (\$2,000,000) all-inclusive covering the ownership, use and operation of any motor vehicles and trailers licensed for use on public highways and which are owned, licensed or controlled by Licensee and their agents and used in regards to this Agreement.

- B. Licensee shall comply in all respects with the workers' compensation legislation of the state in which the License is located, and upon request from CP, provide written confirmation from the applicable workers' compensation authority that Licensee is in good standing with such authority.
- C. Licensee covenants that it shall not load or unload any Hazardous Substances, including without limitation those classified as Dangerous Goods, or this Agreement shall automatically become null and void.
- D. Licensee shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to CP or Certificates of Insurance evidencing the above coverages. Upon request, Licensee shall provide CP with certified copies of the insurance policies Licensee shall not make or cause to be made any material modification or alteration to the insurance, or to do or leave undone anything, which may invalidate the insurance coverage.
- E. The acquisition and maintenance of insurance policies by Licensee shall in no manner limit or restrict the liabilities incurred by Licensee under the provisions of this Agreement.

10. ENTIRE AGREEMENT

A. Governing Law

This agreement shall be construed and interpreted in accordance with the laws of the state in which the Licensed Premises are located.

B. Revision by Governmental Authority

This license and all provisions thereof shall be subject to revision at any time if made necessary by any order or finding of the Surface Transportation Board, state authorities, or other authorities having jurisdiction.

C. Notices

Any notice of termination or other notice given by either party hereunder, shall be good if served upon Licensee contacts noted in Section 1, or if deposited in a United States post office, certified mail, addressed to Licensee at the last known address of Licensee.

D. No Warranty

CP does not warrant title to the Licensed Premises, and makes no representations or warranties, express or implied, as to the habitability of the Licensed Premises or the fitness of the Licensed Premises for Licensee's purpose or any other particular purpose.

E. No Property Interests conferred

The rights granted by this Agreement is a mere license to use the Licensed Premises for the specific purposes specified herein. The right and license granted herein is not a lease or an easement. This license does not grant or convey to Licensee any estate, title or ownership interest in or to the property. If requested by CP during the Term hereof or subsequent to termination or expiration, Licensee shall at no cost to CP execute and deliver to CP an estoppel certificate or other document reasonably required by CP to evidence Licensee's lack of estate or interest.

F. Indemnifications Provisions

The indemnification provisions of this Agreement shall survive its expiration or termination.

G. Assignment

Except with the express written consent of CP, which may be withheld in its sole discretion, this Agreement shall not be assigned or in any manner transferred by Licensee, voluntarily or involuntarily, by operation of law or otherwise, or the Licensed Premises or buildings thereon sublet, used or occupied for the conduct of any business by any third person or corporation, or

for any purpose other than herein authorized. Any attempted or purported assignment, transfer, or sublicense by Licensee without such consent shall be void.

H. Singular and Plural

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

I. Capitalized Words or Phrases

Unless expressly provided to the contrary, capitalized words or phrases shall have the specific meaning ascribed to them in this Agreement throughout this Agreement regardless of whether the word or phrase is defined prior or subsequent to the occurrence or use of the capitalized word or phrase.

J. Headings

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the sections to which they are appended. The headings shall not be used to construe or interpret this Agreement.

K. Severability of Provisions

Each provision, section, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, section, sentence, clause, phrase or word of this license is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

L. Recordation in Public Records

This Agreement shall not be recorded in any public land title record office.

M. Confidentiality

Licensee agrees that the contents of this Agreement shall remain confidential and that it shall not, without the written consent of CP, disclose the terms of this Agreement to another party except as required by law or order of a court of competent jurisdiction and then only to the minimal extent required to comply with applicable requirements.

11. SIGNATURES

THE PARTIES HERETO have caused this Agreement to be duly executed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS.

CITY OF EDINA, MINNESOTA

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By _____
Title _____
Date _____

By _____
Title Manager Real Estate U.S.
Date _____

CITY OF EDINA, MINNESOTA

By _____
Title _____
Date _____

CITY OF EDINA, MINNESOTA

By _____
Title _____
Date _____

EXHIBIT A



RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made by and between **Soo Line Railroad Company** doing business as Canadian Pacific and _____ **City of Edina** _____.

1. PARTIES

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific with general offices at:

Address	Contact Info	
Canadian Pacific Plaza 120 South 6th St. – Suite 700 Minneapolis, Minnesota 55402	Name:	Brian Osborne
	Phone:	(612) 330-4555
	Fax:	
	Email:	Brian_Osborne@cpr.ca

hereinafter called “**CP**,”

and _____ **City of Edina** _____, a whose address is:

Address	Contact Info	
4801 W. 50 th Street Edina, MN 55424	Name:	Chad Millner
	Phone:	952.826.0318
	Fax:	
	Mobile:	
	Email:	cmillner@edinamn.gov

hereinafter called “**Licensee**.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE

2.1 Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in **Edina, MN near railroad mile post 17.85 +/- on the MN&S Subdivision**, as shown upon the map labeled **Exhibit A** that is attached hereto and made a part hereof (the “**Property**”)

2.2 Work Schedule

for the sole for the purpose of performing, generally, the following activities: Placing a pedestrian bridge over CP Rail (the “**Work**”), as detailed in Licensee’s plans, specifications and special provisions. The Work is subject to approval by CP’s authorized representative.

2.3 Grant of License

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4 Agreement to be Available at Work Site

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1 Term

The term of this Agreement shall

Commence at 12:01 am **on Oct 1, 2022** (the “**Commencement Date**”); and

Expire at 11:59 pm **on March 1, 2023** (the “**Expiration Date**”)

the “**Term.**” Upon agreement between CP and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this Agreement.

3.2 Effective Date

This Agreement shall be effective upon the date that it has been signed by both parties.

3.3 Expiration

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (*i.e.*, sealed and abandoned in accordance with applicable legal requirements) by Licensee or
- (ii) the date CP assumes ownership of such wells pursuant to section 10.8.

3.4 TERMINATION; EXCLUSION

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4. PAYMENTS

4.1 License Fee

In consideration of the permissions herein granted, Licensee shall with its execution hereof pay to CP the sum of **One Thousand Five Hundred Dollars (\$1,500.00)**.

4.2 Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively “**Utility Service.**” If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a default of the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

4.3 Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

4.4 Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

4.5 Due Dates; Penalties; Other Charges

4.3.1 Due Dates

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.3.2 Late Fees

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.3.3 Fines and Service Fees

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

4.6 Work At No Cost To CP

The Work completed by Licensee shall be performed at no cost to CP.

5. CONTACT, NOTICES, ETC.

5.1 Contact Persons; Communications

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2 Notices

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3 Notification Prior To Beginning Work

Licensee must notify CP's contact person by telephone at least three working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CP

6.1 Permitted Uses

6.1.1 The Work

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other activities as may be approved by CP in writing.

6.1.2 Government Authorities

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

6.2 Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

6.2.1 Advertising

permit any advertisements or signs upon the Property;

6.2.2 Use of Hazardous Substances

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3 Use of Premises for waste treatment or as storage or disposal facility

cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

6.2.4 Subleasing is prohibited

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3 Reservations and Rights of CP

6.3.1 Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2 Reservation of prior and future uses not inconsistent with Licensee's activities

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3 Monitoring

CP may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

- 7.1.1** "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- 7.1.2** "Environmental Law" or "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. '§1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- 7.1.3** "Hazardous Substance" or "Hazardous Substances" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- 7.1.4** "Release" or "Released" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- 7.1.5** "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- 7.1.6** "Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements

- 7.2.1** ***Tenants and Licensees in possession of Property***
Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.
- 7.2.2** ***Underground Utilities and Structures***
- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
 - b. Licensee shall call **CPCBYD "Canadian Pacific Call before You Dig"** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CP Facilities on Canadian**

Pacific Right of Way and the STATE “ONE CALL” a minimum of 5 business prior to commencing any excavation or boring on the Property.

- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance with CP Safety Requirements; Identification

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth “**Exhibit B**” titled “**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY**” and in CP's current safety handbook. One free copy of the current safety handbook will be provided to Licensee by the CP contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CP safety requirements that would apply to a CP employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Canadian Pacific operations.
<if applicable>
- c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CP may reasonable require.

7.3 Work In Close Proximity To Railroad Operations; Drainage

7.3.1 Interference with Railroad Operations

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP at Licensee's expense. The fact that CP provides such service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.5 Storm Water

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, as between CP and Licensee it is understood and agreed that Licensee shall, at Licensee's cost and expense, be responsible for the construction, maintenance, repair and replacement upon the real property or other land not belonging to CP such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related to improvements required for Licensee's compliance with this section.

7.3.6. Fencing <If applicable>

Licensee shall, at no cost to CP, construct and maintain during the term hereof a fence acceptable to CP in the location(s) designated on Exhibit A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1 Property clean, safe and free from nuisances

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2 Release of Hazardous Substances

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3 Response Actions

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5 Required Notices/Disclosures

7.5.1 *Transportation and Disposal Contracts*

Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied with all Environmental Laws relating to the Property

7.5.2 *Releases or Suspected Releases*

Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3 *Notices, summons citations, etc.*

Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4 *Other Reports*

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give CP a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

7.6 CP's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in section 7.5.3 in connection with any action taken pursuant to section 7.4.3, Licensee shall notify CP of any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

7.7 Restoration of Property

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

8. LIABILITY

8.1 Damage to CP Tracks, Facilities, and Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

8.2 Assumption of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3 Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages, penalties, fines, and sanctions (collectively, "Claims") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Corporation, Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Wyoming, Dakota Railroad Properties, Inc., Central Maine & Quebec Railway, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian and Pacific Railway Company, and their respective parent companies, subsidiaries, and affiliated companies, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

9. INSURANCE

Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability** (C.G.L.) insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
- (i) CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.
- (d) **Contractor's Pollution Liability** insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement. IF APPLICABLE – DEPENDS ON SCOPE OF WORK BEING PERFORMED – CONFIRM WITH RISK MANAGEMENT

(collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the Insurance Coverage outlined in this Section. Licensee may be required to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance shall be sent via email to matthew_miller@cpr.ca. Upon request, Licensee shall provide CP with certified copies of the insurance policies.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

10. ENTIRE AGREEMENT

10.1 Survival of Indemnity Provisions

The indemnification provisions of this Agreement shall survive its expiration or termination.

10.2 Mere License

The permission encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

10.3 No Warranty of Title

CP does not warrant that it has good title to the Property.

10.4 Assignment; Binding Effect

This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5 Governing Law

This Agreement shall be construed in accordance with the laws of the state of Minnesota.

10.6 Entire Agreement

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

10.7 Headings

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

10.8 Singular and Plural

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9 Duplicate Copies and Counterparts

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

City Of Edina, MN

SOO LINE RAILROAD COMPANY

doing business as Canadian Pacific

By

Its

Date

Scott Neal
City Manager

By

Its

Date

Brian Osborne
Manager Of Public Works

EXHIBIT A
Map of the Property



EXHIBIT B
Minimum Safety Rules for Work on Railroad Property



Minimum Safety Requirements for Contractors Working on CP Property in the United States



Approval Authority:	Corporate Risk	Effective Date:	October 1, 2018
Version:	3.0	Revision Date:	October 1, 2021

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Introduction

At Canadian Pacific (CP), safety is an integral part of the way we do business. We expect everyone working on Canadian Pacific's property to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

1 Application

1.1 Application

- 1.1.1 These Minimum Safety Requirements are applicable to all who work on CP property (except as noted in 1.13 and 1.14 below) including Contractors and other persons performing Work or otherwise providing services to Canadian Pacific on CP Property in the United States.
- 1.1.2 These Minimum Safety Requirements cannot be waived or altered, in whole or in part, without a prior Risk Assessment specific to the Work being conducted, and written consent has been provided by Manager-in-Charge.
- 1.1.3 Notwithstanding the foregoing, these Minimum Safety Requirements do not apply to other railroad companies who only operate trains on CP Property under various trackage or interchange agreements.
- 1.1.4 Further notwithstanding the foregoing, these Minimum Safety Requirements may not apply to Work or services provided in CP office premises, in which case, CP's Minimum Safety Requirements for Contractors Working in CP Offices may apply.

2 Definitions and Interpretation

2.1 Definitions

- 2.1.1 In these Minimum Safety Requirements, the following capitalized terms shall have the ascribed meaning below:
 - (a) **"Applicable Legislation"** means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, state, and municipal governmental body, including those of its agencies, having authority over CP and, or a Contractor in relation to the Work in the matter of health and safety of the person, property and, or the environment;
 - (b) **"Canadian Pacific"** or **"CP"** means Canadian Pacific Railway Company Ltd., and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives;
 - (c) **"CP Personnel"** means CP's employees, agents, and representatives;
 - (d) **"CP Property"** means any building, facility, yard, track, right of way or other property owned or controlled by CP;
 - (e) **"Contractor"** means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CP; or on behalf of a third party working on CP property.
 - (f) **"Contractor Personnel"** means the Contractor's employees, and authorized agents, representative and subcontractors;
 - (g) **"Co-mingled Work"** means Work where Contractor Personnel works directly with or, in close proximity (time or space) to CP Personnel;

- (h) **“eTest”** an efficiency test. It is a planned procedure to evaluate compliance with rules, instructions and procedures, with or without the employee's knowledge.
- (i) **“Foul of Track”** means the placement of an individual or equipment within 4' feet of the outside rail of a railway track that could be struck by a moving train or on- track work equipment (e.g. Hi-rail equipment).
- (j) **“Hazardous Materials”** means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive, explosive, poisonous, or toxic substances;
 - (ii) any substance that if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant;
 - (iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property; and
 - (iv) substances declared to be hazardous, toxic or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.
- (k) **“Manager-in-Charge”** means a CP manager as designated or otherwise identified by CP as being responsible for overseeing the Work to be performed, such Manager-in-Charge may include, but is not limited to Local CP Management, Superintendents, Chief Engineers, and Project Managers.
- (l) **“Mobile Equipment”** means any motorized and self-propelled equipment, excluding railroad equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, telescopic boom lifts, and similar equipment that are not designed to operate or move on railroad tracks;
- (m) **“Office Premises”** means any building, facility, or portion thereof, or other premises, whether owned or controlled by CP, which is used solely for clerical or administrative purposes and which does not contain heavy equipment or machinery, as designated by CP from time to time;
- (n) **“Qualified and Authorized”** means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.
- (o) **“Railroad Equipment”** means trains, locomotives, railcars, on track equipment (track units), hi-rail vehicles and any other equipment designed to operate or move on railroad tracks;
- (p) **“Site Safety Plan”** means a documented plan which set out how Work is to be conducted in a safe manner, as required by Applicable Legislation, see 3.15 c);
- (q) **“Third Party Project”** means any work being performed on CP property that CP is not managing (i.e, road authority, utility company, commuter agency, or other similar entity, are on CP property for their own purposes, and not a project sponsored or managed by CP.
- (r) **“Work”** means the provision of products and services and related activities;
- (s) **“Work Site”** means any CP Property where CP Personnel or Contractor Personnel are present, or permitted to be present, while engaged in any Work, including any railroad equipment, mobile equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CP property which can pose a risk to safe railway operations (i.e., blasting, excavation next to ROW, etc).

2.2 Interpretation & Application

- 2.2.1 Where legislation is referred to in these Minimum Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 2.2.2 Where standards, such as those of the American National Standards Institute (ANSI), are referred to in these Minimum Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 2.2.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CP, expressed or implied; any Applicable Legislations; any applicable CP policies and practices; and any applicable industrial standards and practices, Contractor and Contractor Personnel shall adhere to that which is most stringent and current.

3 Contractor Compliance & Responsibilities

3.1 General Compliance

- 3.1.1 Contractor shall be fully and solely responsible for ensuring the health and safety of Contractor Personnel and for ensuring that its Work and other activities do not compromise the health and safety of CP Personnel or any other party, the protection of the environment, the protection of CP's property and those of any other party, and do not interfere with the safety of CP's railroad operations.
- 3.1.2 Contractor shall comply with and shall ensure all of Contractor Personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority. Contractor shall provide CP with written certification that Contractor's safety program required by 49 CFR Part 243 has been approved by the Federal Railroad Administration (FRA) where applicable.
- 3.1.3 Contractor shall comply with and shall ensure all of Contractor Personnel comply with all terms and conditions of all agreements, expressed or implied, between Contractor and CP, and all applicable CP policies and practices.
- 3.1.4 Subject to the requirements of CP's Access Control Procedures, the contractor shall provide CP eRailsafe training for each employee engaged in work on CP property. Where there is no agreement between CP and the Contractor, the Contractor is responsible for meeting the additional requirements outlines within CP's Access Control Procedures.
- 3.1.5 Contractor shall provide Contractor Personnel, at its own expense, any and all safety equipment required to protect against injuries during the performance of the Work and shall ensure that Contractor Personnel are knowledgeable of and utilize safe practices in performing the Work.
- 3.1.6 The Contractor shall have a copy of the following documents at the Work Site at all times, and shall produce them as and when requested by CP:
 - (a) These Minimum Safety Requirements for Contractors Working on CP Property;
 - (b) Licenses, certifications, permits, training records or other documents required by Applicable Legislation or these Minimum Safety Requirements;
 - (c) Contractor's Site Safety Plan;
 - (d) Contractor's Emergency Information Sheet (see Attachment A); and
 - (e) Any additional documents required by Contract or by agreement with Manager-in-Charge.
 - (f) Employee identification (eRailsafe badge – see 9.1.1).

3.2 Compliance Assurance

- 3.2.1 CP reserves the right to observe, inspect, test and audit Contractor and Contractor Personnel for compliance with all requirements herein, and to demand and receive all relevant records, documentation, and materials evidencing compliance, at any time, and from time to time.
- 3.2.2 Failure of the Contractor or Contractor Personnel to comply with any applicable provisions herein may be considered a material breach, and in addition to all other remedies available, CP may without prejudice:
 - (a) take over control of that Work or activity;
 - (b) order the Work to stop; and/or
 - (c) order Contractor Personnel to leave CP Property.
- 3.2.3 Upon the earlier of the completion of the Work, the expiration of the applicable agreement, or the request of a Manager-in-Charge, Contractor and Contractor Personnel shall return all identification, badges, access cards, and decals, issued or provided by CP to the Manager-in-Charge.

4 Site Safety Plans

4.1 General Requirements

- 4.1.1 Prior to starting any Work on CP Property, the Contractor must have a written Site Safety Plan that identifies:
 - (a) All applicable legislation, rules, policies and work practices in relation to the work being performed;
 - (b) Specific hazards that are associated with the Work being performed on CP property for CP, and Work being performed not for CP:
 - for example:
 - (i) Construction, maintenance or inspections of buildings;
 - (ii) Working on or adjacent to railroad tracks;
 - (iii) Maintenance or inspection or railroad tracks, crossings or signal systems;
 - (iv) Operating Railroad Equipment on CP tracks; or
 - (v) When/where Contractor Personnel work directly with or in proximity (time or space) to CP Personnel; and
 - (c) Methods of verifying compliance.
- 4.1.2 The Contractor will provide Manager-In-Charge with a copy of this Site Safety Plan on reasonable request.
- 4.1.3 The Contractor must be able to demonstrate an awareness of applicable legislation, rules, policies and work practices in relation to the work being performed.

5 Safety Training

5.1 Minimum Training & Qualifications

- 5.1.1 At its sole cost and expense, Contractor shall ensure that all Contractor Personnel be fully trained and qualified for the Work they will be performing. Contractors and Contractor Personnel shall meet, or exceed, all Applicable Legislation requirements relating to training and qualification, including but not limited to the requirements of 49 CFR Part 243.
- 5.1.2 Additionally, Contractor Personnel training and qualification shall meet or exceed all applicable industry standards.

5.2 Proof of Training & Qualification

- 5.2.1 Contractor Personnel shall at all times have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.
- 5.2.2 CP reserves the right to inspect qualification certificates, licenses, training records and/or Work-history records for any Contractor Personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CP reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.

6 Safety Orientation

6.1 General Requirements

- 6.1.1 Prior to beginning Work, all Contractor Personnel shall participate in a CP authorized safety orientation, including on-site orientation presented by the Manager-in-Charge or designate.
- 6.1.2 Any time the scope of Work, location, condition or supervision changes, Contractor Personnel may be required to attend additional safety orientation sessions.
- 6.1.3 After successful completion of such safety orientation, Contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CP property unescorted for the purposes of conducting work. Managers have the ability to enter the tracking code into CM (Compliance management). Third parties who hire subcontractors must ensure required compliance while on CP property. The eRailsafe identification card shall be worn or be made visible at all times, or produced upon request and cannot be transferred under any circumstances.

7 Job Safety Briefing

- 7.1.1 Contractor Personnel shall attend all Job Safety Briefings as and when conducted. Contractor Personnel shall be solely and fully responsible for understanding the content of the Job Safety Briefing, and at a minimum shall:
 - (a) have an understanding of the scope of Work to be performed and an appreciation of the nature of the location, environment, and conditions where such Work is to be performed;
 - (b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard; and
 - (c) have an emergency response plan/evacuation procedures.

- 7.1.2 Where Contractor Personnel are working directly with or in proximity (time or space) to CP Personnel, job safety briefings must include both CP Personnel and Contractor Personnel, and any other affected third parties. The job safety briefing shall identify nature and extent of the interaction between the Work being performed by Contractor Personnel, and those performed by CP Personnel or other third parties. Contractor Personnel shall inform CP Personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their Work and the corresponding preventative, mitigation, and/or control measures at all job briefings prior to commencing Work, or as soon as Contractor Personnel becomes aware of such conditions.
- 7.1.3 In all situations, all Contractor Personnel are expected to:
- (a) continually identify hazards and assess risk of hazards and to continually and clearly communicate all hazards to the Manager-in-Charge and to all other parties that may be affected at job safety briefings, and at any other time as and when appropriate or necessary;
 - (b) take actions that are within their assigned responsibility to eliminate or control hazards and risks; and
 - (c) immediately notify their supervisor or the Manager-in-Charge of hazards that pose unacceptable risk that they are unable to eliminate or control.
- 7.1.4 Where Contractor Personnel are unable to eliminate or control a hazard, Contractor Personnel shall take interim measures to protect people, property, equipment and the environment until the hazard can be properly assessed and appropriate corrective actions taken.

8 Applicable Legislation

8.1 General Requirements

- 8.1.1 Contractor and Contractor Personnel shall be solely responsible for identifying and complying with all Applicable Legislation. At a minimum, Contractor and Contractor Personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all Applicable Legislation.
- 8.1.2 Additionally, the Association of American Railroads (AAR) is an industry association which can provide support and guidance on matters related to railroad safety and the transportation of hazardous materials.

8.2 Transportation of Hazardous Materials

- 8.2.1 When Work involves the handling or transportation of hazardous materials (hazmat), that Work must comply with Hazardous Materials Transportation Act and regulations administered by the Pipeline and Hazardous Materials Safety Administration (PHMSA).
- 8.2.2 Contractors shall be solely responsible for ensuring that all Contractor Personnel who handles, offers for transport and/or transports hazmat by any transportation mode are trained and hold a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. That training must be based on the Work that the person is expected to perform and the hazmat that the person is expected to handle, offer for transport or transport.
- 8.2.3 All U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations are published in Chapter I of title 49 of the Code of Federal Regulations (49 CFR).

8.3 Railroad Work

- 8.3.1 When Work involves the construction, alteration, operation, inspection and maintenance of any part of the general railroad system of transportation, that Work must comply with the Federal Railroad Safety Act and regulations administered by the Federal Railroad Administration (FRA).
- 8.3.2 Contractors shall be solely responsible for ensuring that all Contractor Personnel who perform railroad Work are trained and qualified in accordance with those regulations and hold valid certificates when required.
- 8.3.3 All FRA regulations are published in Chapter II of title 49 of the Code of Federal Regulations (49 CFR).

8.4 Occupational Safety & Health

- 8.4.1 Any Work being performed that may create a risk to the health and safety of any person, including CP Personnel and Contractor Personnel, when not covered by FRA regulations shall be governed by U.S. Department of Labor regulations administered by Occupational Safety and Health Administration (OSHA).
- 8.4.2 All OSHA regulations are published in Chapter XVII of title 29 of the Code of Federal Regulations (29 CFR).

8.5 Environmental Protection

- 8.5.1 Where Work is being performed that may impact the environment, that Work must comply with all applicable federal state, and local government legislation, regulations and standards.
- 8.5.2 Federal legislation is generally administered by the Environmental Protection Agency. A compilation of those laws and regulations can be accessed at <http://www.epa.gov/lawsregs/>

9 Security Access to CP Property

- 9.1.1 All Contractor Personnel must have personal identification and/or eRailsafe credentials authorizing access and in their possession at all times while on CP Property, and present them for review to any Manager-in-Charge, other CP managers and employees, Police Officer, security guard, or regulatory officer upon request:
 - (a) photo identification (e.g. driver's license); and
 - (b) proof of employment, document or card; and
 - (c) CP safety orientation certificate; or
 - (d) building access pass issued by CP or third party having control over CP premises; or
 - (e) CP security photo ID card or badge; or
 - (f) other proof of safety orientation and access authorization issued by CP.
 - (g) Valid eRailsafe card
- 9.1.2 Where any Work requires Contractor Personnel to ride in locomotive or other non-passenger railroad equipment, the Contractor must also possess a CP ACCESS PASS for riding non-passenger railroad equipment, signed by the responsible operating manager. Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and/or the filing of trespasser charges.

9.2 Security Awareness

- 9.2.1 Contractor shall conduct employee background checks as is necessary to ensure that Contractor Personnel do not pose a security risk to CP, such security risk includes the risk of the commission of terrorist activities, sabotage, vandalism, theft, and violence. CP reserves the right, at all times, to require that Contractors undertake certain security training and/or performs background checks on Contractor Personnel, prior to allowing such Contractor Personnel to enter onto CP Property.
- 9.2.2 On request CP can make available a copy of CP's Railway Security Awareness Program for use by Contractor Personnel.

9.3 Firearms & Explosives

- 9.3.1 Firearms (loaded or empty) are not permitted on CP Property, except for Police officers and other designated government officials when authorized to do so.
- 9.3.2 No explosives will be permitted on CP Property without written approval by the Manager-in-Charge.

9.4 Reporting

Contractor Personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and/or suspicious persons on CP Property to the Manager-in-Charge or to CP Police Services in accordance with Section 18.

10 Personal Conduct

10.1 Drug and Alcohol Prohibition

CP recognizes the problem of alcohol and substance abuse in today's society. This problem poses particular concerns to an employer who is subject to governmental regulations and seeks to promote the safety of the general public. CP has a concern for the safety, health and well-being of its employees as well as an obligation to comply with the United States Department of Transportation (DOT) and Federal Railroad Administration (FRA) regulations. CP will comply with all statutes and regulations administered by the FRA in implementing the required 49 CFR §219 Drug and Alcohol Program. CP also expects employees of other railroads, visitors or contractors to comply with this regulation while on CP property, consistent with federal regulations. If subject to this regulation, Contractor shall be solely responsible for compliance with the 49 CFR Part 219. Contractor shall provide CP with proof of its compliance prior to performing services for CP and continued proof of compliance must be provided to CP immediately upon request. This proof of compliance will include, but will not be limited to, a copy of the 49 CFR §219 Drug and Alcohol Program Plan and FRA Approval Letter and Continued Certification of Compliance and Statistical Reporting. Periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

If subject to other DOT modalities and regulations, such as the Federal Motor Carriers Safety Administration (FMCSA), compliance of that modality's drug and alcohol program guidelines will be required and periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

- 10.1.1 Entry onto CP Property when in possession of, or under the influence of alcohol, intoxicants, narcotics, or controlled substances is strictly prohibited. Controlled substances include all Schedule 1 drugs (such as marijuana and "medical marijuana") and synthetic/designer drugs and/or any intoxicants or products labeled "not intended for human consumption".
- 10.1.2 The sale, trade, and/or offer for sale alcohol or controlled substances are prohibited.

- 10.1.3 Additionally, Contractor Personnel shall be free of any condition which may in any way adversely affect alertness, concentration, responsiveness, or the ability react calmly and responsibly to safety hazards.
- 10.1.4 CP reserves the right to request drug and/or alcohol tests for Contractor Personnel as and where required or permitted by law.

10.2 Inappropriate Behavior

- 10.2.1 CP is committed to maintaining a work environment that supports the dignity of all individuals. No person working at CP may be subjected to any form of discrimination or harassment, including sexual harassment.
- 10.2.2 Acts or threats of violence are unacceptable at all times on CP Property. Uttering of threats or committing acts of violence will result in the removal of the responsible Contractor Personnel from CP Property, termination of the Contract, and/or criminal charges.
- 10.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard is not permitted.

10.3 Electronic Entertainment and Communication Devices

- 10.3.1 The use of personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, tablets, SMART watches and MP3 players, is prohibited:
 - (a) while Working on CP Property;
 - (b) while transporting CP Personnel, whether on and off CP Property; and
 - (c) while operating any CP highway vehicle, railroad equipment or mobile equipment, whether on and off CP Property.
- 10.3.2 The use of electronic communication devices, including cell phones, Smart Phones, Blackberries, walkie-talkies, PDAs, iPads, Tablets, GPS navigation units, portable computers, and similar devices, is prohibited:
 - (a) while operating any highway vehicle, unless it is stopped and parked in a safe location;
 - (b) while transporting CP Personnel, whether on and off CP Property;
 - (c) while operating or assisting in the operation of any railroad equipment or mobile equipment;
 - (d) while operating power tools, equipment or machinery;
 - (e) when Foul of Track for any reason;
 - (f) wherever use is prohibited by signage or by a CP manager; or
 - (g) whenever use of such a device creates an unsafe condition.
- 10.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads, tablets and other communication devices may be used solely for the conduct of business when authorized by the CP Manager-in-Charge and where not prohibited by state or municipal legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

10.4 Smoking

- 10.4.1 Smoking, including the use of e-cigarettes is prohibited on all CP Property, and in or on all highway vehicles, Railroad Equipment, and Mobile Equipment, except for CP designated outdoor smoking areas.

11 Personal Protection

11.1 Work Clothing

- 11.1.1 The Contractor must ensure that Contractor Personnel wear clothing that meets applicable legislation and is suitable to perform the work safely. This includes at minimum ankle length pants and waist length shirts with a minimum quarter-length sleeves at all times. Clothing must not interfere with vision, hearing or use of hands and feet.

11.2 Personal Protective Equipment (PPE)

- 11.2.1 The Contractor shall ensure that Contractor Personnel wear personal protective equipment required by applicable legislation, regulations, codes and industry standards as necessary to protect against personal injuries while on railroad property. All personal protective equipment shall meet applicable legislation and American National Standards Institute (ANSI) standards and shall be in good condition and be properly fitted.
- 11.2.2 The following mandatory personal protective equipment ("PPE") shall be supplied by the Contractor at its own expense, and shall be worn at all times by Contractor Personnel while on CP Property:
- (a) safety hard hat, meeting ANSI 89.1 standards, except in office buildings or in enclosed vehicles or equipment;
 - (b) safety footwear with protective toe caps and puncture resistant soles, meeting ASTM F2413 standards.
 - (c) safety glasses with permanently attached side shields meeting ANSI Z87.1 standards in office buildings or enclosed highway vehicles. Note- transition lenses are not permitted;
 - (d) high visibility fluorescent outerwear with retro reflective striping meeting ANSI 107 Class 2 standards not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used; and
 - (e) any other PPE as required by applicable legislation or referenced standard, or as otherwise required to protect Contractor Personnel from injuries.

Type of Protection	Additional Recommendations
Hard Hats	Have hi-visibility characteristics which are not obscured by markings or decals
Safety Eyewear	<p>Tinted safety eyewear must meet military standards for red signal recognition if operating railroad equipment (safety eyewear meeting this requirement is available from ORR Safety; ask for CP approved tinted safety eyewear)</p> <p>Transition lenses are discouraged and should be worn with caution when working in changing light conditions</p> <p>Personal sunglasses are discouraged and must not be worn when operating Railway Equipment</p> <p>Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g. spiking, snapping on/off anchors, etc.). If working alongside CP employees you will be required to comply with this practice.</p>
Safety Footwear	<p>Have defined heels</p> <p>Be laced and tied securely for ankle support</p> <p>When snow and ice conditions are present wear anti-slip winter footwear</p>
High-Visibility Apparel	Lime-green is recommended when working on, or near tracks, or when performing Co-mingled Work

- 11.2.3 Contractor and Contractor Personnel shall be solely and fully responsible for assessing the risks related to the work and determining whether additional PPE may be required such as:
- (a) Nomex or Proban fire-retardant protective gear when performing certain Transportation of Dangerous Goods (TDG) work and/or handling certain Hazardous Materials, or performing specialized work.
 - (b) hearing protection when working in any area where noise exposure levels:
 - (i) are consistently equal to or greater 85 dBA;
 - (ii) exceed 115 dBA at any time; and
 - (iii) any other work areas where posted, or so notified by CP management.
 - (c) respiratory protection where Contractor Personnel may be exposed to occupational dusts/particulates, fumes, mists, gases and vapors, in which case, in which case Contractors must have a written Respiratory Protection Program that meets or exceeds applicable legislation;
 - (d) additional eye and face protection meeting ANSI standard Z87.1 (i.e. face shields, impact/splash goggles, welding/cutting goggles and welding helmets); and
 - (e) fall protection systems and equipment meeting appropriate ANSI Z359 standards as required by applicable legislation and as appropriate for the related fall hazards.
 - (f) fall protection when working on an unguarded surface over water, where the water is deeper than 4 feet, or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal floatation device (PFD) meeting approved standards.

12 Railroad Track Protection

12.1 Contractor's Responsibilities for the Protection of Railroad Traffic and Property

- 12.1.1 Where the Work Site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all Contractor Personnel, CP Personnel, all other third parties and to protect CP's property and railroad operations.
- 12.1.2 Contractor shall ensure that Contractor Personnel is made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all Contractor Personnel are fully trained and equipped to work safely.
- 12.1.3 Contractors who perform inspection, maintenance or repair to railroad tracks or track structures must be trained in accordance with FRA On Track Safety Rules (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations).
- 12.1.4 Contractors will not be allowed to foul a track unless:
- (a) They have been properly advised of the On Track Safety awareness procedures;
 - (b) A railroad employee who is qualified to provide protection is present at the work site, or.
 - (c) The Contractor has personnel present who are specifically trained, qualified and authorized to provide that protection.
- 12.1.5 All work shall be organized or executed in such a manner as to ensure no interference with the regularity and safety of railroad operations. No step or sequence of any Work that might directly

or indirectly affect the safe movement of railroad traffic shall be started without the approval of the Manager-in-Charge.

- 12.1.6 No temporary structure, materials, or equipment shall be permitted closer than 12 feet to the nearest rail of any track without prior approval in writing of the Manager-in-Charge.

Contractor Personnel shall at all times remain alert to the movement of trains, rolling stock and other railroad equipment.

- 12.1.7 Contractor Personnel shall be especially alert in yards and terminal areas as

- (a) Railroad equipment that appears to be stationary may be moving;
- (b) the rate of movement of railroad equipment may be faster than it appears;
- (c) Railroad equipment change tracks often; and movements may be occurring simultaneously on adjacent tracks.

- 12.1.8 The Contractor shall, at all times, conduct its operations in a wholly responsible manner to avoid damage to the CP's tracks or property.

12.2 50 feet Clearance Requirement

- 12.2.1 All work shall be performed as far away from railroad tracks as possible.

- 12.2.2 Unless authorized by CP, Contractor Personnel, equipment, and vehicles are not permitted to be within 50 feet of the closest track centerline.

- 12.2.3 In the event work must be carried out within 50 feet of the closest track written authorization must be obtained from the Manager-in-Charge, and Contractor Personnel must still remain at the maximum practicable distance from all railroad tracks at all times.

- 12.2.4 When crossing tracks, Contractor Personnel shall ensure a minimum of 50 feet separation between standing railroad equipment, stay at least 15 feet away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks.

- 12.2.5 No work activities or processes are allowed within 50 feet of the track while trains are passing through the work site unless specifically authorized.

12.3 Flagging Protection

- 12.3.1 When the Work requires Contractor Personnel to be within 50 feet of any railroad tracks, Contractor or Contractor Personnel shall notify and obtain the written approval of the Manager-in-Charge in advance of the intended start date, and when approved, shall only perform Work strictly in accordance with all terms and conditions of that approval.

- 12.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other railroad equipment shall be deemed required at all times whenever Work or Contractor Personnel must be within 50 feet of the closet track. Protection may be provided only by a qualified CP employee through use of a flag person.

- 12.3.3 Where CP determines that flagging is required, then Work must be strictly conducted under the direction of a CP flag person or such other person designated by the Manager-in-Charge.

- 12.3.4 Contractor Personnel shall ensure that there is clear communication at all times between Contractor Personnel and any CP flag person. Contractor Personnel shall ensure that they are aware of:

- (a) flagging distance limits;
- (b) time limits; and
- (c) any adjacent tracks where movement of railroad equipment may still occur.

- 12.3.5 Contractor Personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CP flag person.
- 12.3.6 A job briefing between the CP flag person and all Contractor Personnel must occur before beginning any Work on or Foul of Track.
- 12.3.7 Blue signal protection is used to indicate that CP or Contractor Personnel are working on, under or between railroad equipment and movement of trains or other railroad equipment is prohibited. Blue signals must not be tampered with or obstructed. Blue signals can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue signals, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.
- 12.3.8 Red flag protection is used to indicate that CP or Contractor Personnel are working on or foul of track, or the track is out of service and movement of trains or other railroad equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.

12.4 Working on or near Tracks

- 12.4.1 When authorized to perform Work foul of track or otherwise be near railroad tracks, Contractor Personnel shall ensure all Contractor Personnel, equipment, and vehicles are kept as far away from railroad tracks as practicable, and shall at all times:
- (a) be alert to train movements and shall expect the movement of trains, engines, cars, or other mobile railroad equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage;
 - (b) not rely on others to protect them from train movement;
 - (c) stay at least 15 feet away from the ends of railroad equipment when crossing the track;
 - (d) ensure a minimum of 50 feet separation prior to crossing between Railroad Equipment;
 - (e) look both ways before crossing tracks, and if clear, walk at a right angle to them.
 - (f) never climb on, under or between railroad equipment;
 - (g) be aware of the location of structures or obstructions where track clearances are close;
 - (h) not stand on the track in front of an approaching engine, car or other equipment;
 - (i) stand at least 20 feet from the track(s) when there is a passing movement of trains, engines, cars, or other mobile railroad equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency;
 - (j) not stand on or between adjacent tracks in multiple track territory when a train is passing;
 - (k) not walk, stand or sit on the rails, between rails or on the end of ties, unless absolutely necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railroad ties can also be slippery and that railroad ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important;
 - (l) not remain in a vehicle that is within 50 feet of a passing train unless specifically authorized, or where this is not possible.
 - (m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railroad devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

- (n) Third party work that has a potential to impact rail traffic must take into account machine swing radius, vertical grade differences, overhead work, etc to ensure it will not impact a passing train; work and equipment must maintain a distance of 50 feet of a passing train.
- (o) When exiting on track machinery as trains are passing; exit on the opposite side.
 - (a) use 3-point contact when getting on/off any vehicle, equipment or track unit;
 - (b) face the vehicle or equipment/track unit when getting on/off
 - (c) place handheld items onto equipment/track unit or seek help prior to getting on/off
 - (d) get on/off on the operators side when possible

12.5 Equipment on or near tracks

- 12.5.1 Contractor Personnel shall not be Foul of Track with any piece of equipment without a CP flag person or other authorized track protection;
- 12.5.2 Contractor Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CP flag person and only if the Work Site has been properly prepared for such a move. Tracked equipment will require a CP flag person any time railroad tracks are crossed.
- 12.5.3 Contractor Personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager-in-Charge.
- 12.5.4 When there is passing rail traffic, Contractor Personnel shall move equipment away from the tracks at least 50 feet, or where not possible, park the equipment as far away from the tracks as possible, exit to the side away from the track where the movement is taking place, and walk to a safe a distance.
- 12.5.5 When there is passing rail traffic, buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement.

12.6 Railroad Signs, Signals, Flags and other Communication Infrastructure

- 12.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled or altered in any way without proper authorization and qualification.
- 12.6.2 Only qualified Contractor Personnel who are authorized by CP are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.
- 12.6.3 Railroad pole lines carry electric power and should be treated as any other power lines.
- 12.6.4 The Contractor shall keep all Contractor Personnel informed of current weather conditions. Personnel shall stay alert for possible high water conditions, or flash floods. During severe weather conditions:
 - a) Personnel shall be prepared to take cover in the event of a tornado
 - b) Personnel shall not work while lightning is occurring
 - c) If storm conditions arise unexpectedly, Contractor Personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor Personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

Any Contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railroad traffic, must advise CP Police immediately by calling the CP Police Communications Centre – 1-800-716-9132

12.7 Excavation

- 12.7.1 Before starting excavation operations, the Contractor shall ascertain that there are no underground wires, fiber optic cables, pipelines or other utilities which could be damaged or, if present, that such installations are properly protected. Fiber optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the Contractor shall contact the proper authority CP and/or public utility to obtain the necessary permit and to locate and protect such cables or other underground utilities.
- 12.7.2 Excavations shall not be left unattended unless they are properly protected; and the Manager-in-Charge shall be notified.
- 12.7.3 Contractors MUST obtain and maintain utility locates in accordance with applicable law.

13 HAZCOM

13.1 General Requirements

- 13.1.1 If at any time Contractor's Work involves the use, handling, storage, or disposal of Hazardous Materials ("Handling of Hazardous Materials"), Contractor Personnel must inform the Manager-in-Charge.
- 13.1.2 Contractors shall ensure that all Contractor Personnel are fully trained in the Handling of Hazardous Materials and that Contractor and Contractor Personnel are in full compliance with all Applicable Legislation, and as directed by the Manager-in-Charge.
- 13.1.3 Contractor Personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the Handling of Hazardous Materials.

13.2 Access to Safety Data Sheets (SDS)

- 13.2.1 Prior to beginning any Work that may expose CP Personnel to Hazardous Materials, Contractor or Contractor Personnel shall:
 - (a) provide a copy of the respective SDS to the Manager-in-Charge; and
 - (b) keep a copy of the SDS at the work site and ensure that it is readily available at all times.

13.3 Hazardous Material Incident or Spill

- 13.3.1 In the event of a hazardous material incident or spill, the Contractor must:
 - (a) ensure that no Contractor or CP Personnel have or will be exposed;
 - (b) take all reasonable actions to contain the spill;
 - (c) respond in accordance with its emergency response plan; and
 - (d) notify CP immediately in accordance with Section 18 below.

14 Operation of Highway Vehicles

14.1 Highway Vehicles

- 14.1.1 The following requirements apply to all highway vehicles, when operated on CP Property; or used to transport CP Personnel.

14.2 Regulations and Inspection

- 14.2.1 Before using a highway vehicle, Contractor Personnel shall:
- (a) complete a pre-trip inspection;
 - (b) maintain an inspection log;
 - (c) ensure periodic inspections are completed at official testing locations as required;
 - (d) ensure the vehicle is maintained and in safe operating conditions at all times; and
 - (e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.
- 14.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in-Charge on request.

14.3 Vehicle Operator Requirements

- 14.3.1 Operation of highway vehicles is restricted to those Contractor Personnel who are licensed, qualified and authorized to do so. Such Contractor Personnel shall be responsible for the safety of all passengers at all times. For greater certainty, such Contractor Personnel shall:
- (a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, state and federal requirements, and
 - (b) strictly comply with all posted traffic signs, signals, and all shall obey all applicable legislation; and
 - (c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and
 - (d) comply with the requirements on the use of electronic devices as set out in Section 10 above.

14.4 Driving on CP Property

- 14.4.1 In addition to the requirements set out above, while on CP Property, Contractor Personnel shall:
- (a) travel only on designated roadways unless otherwise instructed;
 - (b) keep daytime running lights on (if so equipped);
 - (c) not exceed 15 mph unless otherwise posted;
 - (d) come to a full stop at all blind corners, rail and roadway crossings;
 - (e) yield the right of way to all Mobile Equipment and other non-highway equipment or service vehicles;
 - (f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided;
 - (g) not park Foul of Track unless on-track protection is provided;
 - (h) not leave vehicles running unnecessarily;

- (i) park only in pre-determined or designated areas;
- (j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running; and
- (k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.
- (l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.
- (m) If a passenger is present, he exit the vehicle prior to a reverse movement to provide guidance and direction to the driver during the reverse movement and applies to commercial vehicles and vehicles with restricted rear views

14.4.2 All Contractor Personnel who will be operating a highway vehicle or Mobile Equipment in any CP intermodal facilities must complete a Driver Safety Orientation program prior to first entry, and from time to time thereafter as directed by the Manager-in-Charge.

14.5 Seat Belts

14.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless Contractor personnel is actively engaged in inspections requiring said Contractor Personnel to be free of such restraint, and then only when the vehicle is operating at less than 15 mph.

14.6 Loads

14.6.1 Contractor Personnel shall ensure vehicles are loaded according to weight and dimensional requirements as authorized by state regulations and permits, and properly load and secure tools, material, equipment and freight to avoid shifting, falling, leaking or otherwise escaping from vehicles during operation.

14.7 Riding in CP Vehicles

14.7.1 Contractor Personnel are prohibited from operating or riding in any CP vehicles unless authorized to do so, or in case of emergency.

15 Tools, Equipment and Machinery

15.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

15.1.1 Contractor Personnel shall ensure that all tools, equipment, and machinery used be:

- (a) in compliance with all Applicable Legislation;
- (b) in good working order, properly serviced and maintained;
- (c) safe for their proposed use and used only for purposes specified by the manufacturer;
- (d) operated and maintained only by persons properly trained and qualified for that duty;
- (e) seat belts (if present on equipment) must be worn while operating or riding any such equipped mobile equipment;
- (f) if mobile, equipped with appropriate safety devices (e.g. lights, horns, back-up alarms, safety beacons); and prevented from moving, through use of the hand brake, wheel blocking, wheel chocking and/or a derail, where applicable.

15.1.2 The Contractor shall provide adequate lighting when performing work between sunset and sunrise.

- 15.1.3 Use of CP tools, equipment and machinery by Contractor Personnel is prohibited unless specifically authorized by local CP management.

15.2 Hazardous Energy Control- Lockout

- 15.2.1 Contractor Personnel shall employ lockout/tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and/or servicing activities.
- 15.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.
- 15.2.3 No Contractor Personnel can remove any CP applied lock or tag, including bad-order tag.
- 15.2.4 Notwithstanding the foregoing, if Contractor's Work may create an energy hazard to any CP Personnel, then all affected parties must follow the requirements set forth in CP's Lockout – Hazardous Energy Control Policy and Code of Practice.
- 15.2.5 If CP Personnel and Contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then a multi-lock hasp must be applied with individual locks and tags affixed (as per CP's Lockout – Hazardous Energy Control Policy and Code of Practice).

15.3 Electrical Safety Requirements

- 15.3.1 In addition to the hazardous energy control lockout requirements above, all electrical Work must comply with Applicable Legislation, National Electrical Code (NEC), and National Fire Protection Association (NFPA) requirements.
- 15.3.2 Contractor Personnel Working on electrical systems must:
- (a) if in proximity to CP Personnel, inform them of:
 - (i) existing or potential electrical hazards;
 - (ii) any specific additional personal protective equipment that may be required;
 - (iii) applicable safe work practices;
 - (iv) applicable emergency and evacuation procedures; and
 - (v) apply lock out procedures as per section above on Hazardous Energy Control- Lockout
 - (b) have practices, procedures and training that comply with:
 - (i) Applicable sections of the NEC and NFPA electrical safety standards;
 - (ii) Any other Applicable Legislation; and
 - (c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line than is permitted by OSHA regulations (29 CFR 1910.333).

15.4 Lifting Devices

- 15.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains and hooks shall:
- (a) meet Applicable Legislation governing design, inspection, maintenance and operation;
 - (b) be safety certified and labeled or tagged with load capacity limits where required;

- (c) have sufficient capacity for the planned lift;
- (d) have sufficient footing or support area to properly distribute the load during a lift.

15.5 Welding and Torch Cutting

15.5.1 When welding or torch cutting, Contractor Personnel shall:

- (a) be properly trained and qualified;
- (b) ensure that all closed containers have been properly purged;
- (c) direct flame or sparks away from other Workers, equipment and flammable material;
- (d) have a fire extinguisher readily available;
- (e) keep compressed gas and oxygen cylinders stored in a secure, vertical position, with regulators removed and caps applied, labeled properly and located in vented cabinets or other designated locations.

15.6 Explosive Actuated Tools

15.6.1 Only Contractor Personnel who are qualified and licensed in accordance with Applicable Legislation, and authorized by CP, may use explosives or explosive actuated tools.

15.7 Unattended Equipment or Machinery

15.7.1 Tools, Equipment and Machinery shall not be left unattended at any time and shall not be stored on CP Property, unless expressly permitted pursuant to a written agreement with CP or by the Manager-in-Charge in writing, and where so permitted, Contractor shall ensure that:

- (a) storage shall be restricted to the designated area, or as otherwise specified by CP.
- (b) all such tools, equipment and machinery shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines;
- (c) as much as possible, tools, equipment and machinery shall be stored in locations out of public view.
- (d) Machines must be secured in accordance with on-track machinery rules.

16 Emergency Response

16.1 Emergency Response Plan

16.1.1 The Contractor must maintain a current emergency response plan and make it available to CP on request. Emergency response plans must include at a minimum:

- (a) contractor reporting procedures in the event of an incident or spill;
- (b) emergency response contacts and phone numbers, including phone numbers for CP incident reporting and local CP managers (See Attachment A); and
- (c) containment measures to be taken in the event of an incident or spill.

16.2 Initial Response

16.2.1 Initial response to any emergency condition must follow the following sequence:

- (a) Protect the safety and security of all individuals and communities
- (b) Provide environmental protection and mitigation
- (c) Conduct incident investigation and evidence preservation
- (d) Restore railroad operations

16.3 First Aid

16.3.1 Contractor Personnel must have sufficient First Aid qualified personnel and the required First Aid kit and any other required First Aid equipment at the Work Site, suitable for the crew size, nature of Work being performed and location, all of which shall, at a minimum, comply with OSHA regulations (29 CFR 1910.266).

16.4 Fire Protection

16.4.1 The Contractor must have appropriate fire extinguishers suitable (i.e., type, size and quantity) for nature of the work being done, in compliance with applicable legislation, and be readily available at all times on:

- (a) the work site; and
- (b) all Contractor equipment, machinery and highway vehicles.

16.4.2 Contractor Personnel shall ensure that all necessary precautions are taken to prevent fires, including the following:

- (a) storing flammable material (e.g., paper, rubbish, sawdust, oily or greasy rags, etc.) in proper containers;
- (b) storing and transporting fuel, gasoline or other flammable liquids in approved containers. Use of unapproved containers is prohibited;
- (c) proper disposal of flammable material daily;
- (d) preventing static electricity when dispensing or transferring flammable liquids by using proper grounding and bonding techniques;
- (e) avoid using cutting or welding torches during the last one-half hour of shifts, if possible;
- (f) taking special precautions with fusees, including:
 - (i) store and transport in approved containers;
 - (ii) do not allow fusees to come in contact with any combustible material, including railroad ties or wooden timbers; and
 - (iii) fully extinguish fusees before leaving the location where used;
- (g) promptly advise CP management of any fire on CP Property; and
- (h) fully extinguish or provide protection for any fire prior to leaving the Work Site.

16.4.3 Contractors Working on the CP right-of-way where a high risk of fire exists (e.g., during rail grinding, rail welding) must have:

- (a) appropriate fire prevention and suppression plans (including emergency numbers for CP, local firefighters and fire control districts); and
- (b) additional firefighting equipment and trained Contractor Personnel on site, as required by Applicable Legislation or the Manage In Charge.

17 Confined Space

17.1 Confined Space

- 17.1.1 Qualified and authorized Contractor Personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.
- 17.1.2 Rescue procedures and equipment must readily available when required to enter a confined space.

18 Reportable Accidents, Incidents and Injuries

18.1 Reportable Injuries

- 18.1.1 Reportable injuries include any personal injury to:

- (a) Contractor Personnel;
- (b) any CP Personnel; or
- (c) to any third party on CP Property.

18.2 Reportable Accidents

- 18.2.1 Reportable accidents include any occurrence that results in:

- (a) damage to railroad tracks, right of way, buildings or other CP Property;
- (b) damage to railroad equipment;
- (c) damage to CP highway vehicles;
- (d) release of hazardous material;
- (e) spill or loss of transported commodities; and
- (f) any threat to the environment.

18.3 Reportable Incidents

- 18.3.1 Reportable incidents include:

- (a) unintended movement of railroad equipment;
- (b) failure to provide track protection for Workers when required;
- (c) movement of railroad equipment beyond authorized limits;
- (d) operation of railroad equipment by an unqualified person;
- (e) unauthorized handling of a track switch;
- (f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device;

- (g) seepage, leakage, spills of, or other contamination from, Hazardous Materials;
- (h) actual, threaten or suspected security related incidents;
- (i) slides, washouts or other on-track obstructions; or
- (j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

19 Reporting

19.1 Emergency Reporting

19.1.1 In the case of an emergency, Contractor Personnel must call:

- (a) 911, where this emergency response system exists, or
- (b) the local police, fire or emergency department in all cases; and
- (c) CP Police Services Communication Center- 1-800-716-9132.

19.2 Accident, Incident, Injury Reporting

19.2.1 When an accident, incident or injury occurs on CP Property, the Contractor must:

- (a) immediately report it to the
 - (i) CP Police Services Communication Center 1-800-716-9132; and
 - (ii) CP Manager-in-Charge
- (b) follow all instructions given to protect the scene.

19.2.2 CP is obligated to report Contractor Personnel injuries occurring on CP property to the Federal Railroad Administration (FRA). Any state or required regulatory reporting remains the Contractor's responsibility.

19.3 Information to Report

19.3.1 Information required with the initial report includes:

- (a) type of incident;
- (b) date and time of occurrence;
- (c) location (mileage, subdivision, building, yard or other physical description);
- (d) identity of person(s) involved or injured (company & name);
- (e) description of any hazardous materials involved;
- (f) type & unit number of any railroad equipment or vehicle involved;
- (g) description of occurrence, damage and/or injury, and cause if known;
- (h) description of any emergency response;
- (i) name and contact information of person making the report; and
- (j) any such other information that CP may require.

19.4 Environmental Incidents and Spills

19.4.1 In the event of an environmental incident or spill that could have a negative impact on the environment, the Contractor must immediately:

- (a) report the incident to the Operations Center, the Manager-in-Charge, and the designated CP Contact as per the governing agreement relating to the Work;
- (b) take all reasonable actions to contain the spill;
- (c) respond in accordance with its emergency response plan; and

- (d) provide CP with the following information;
 - (i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers);
 - (ii) type and quantity of substance released;
 - (iii) cause of spill or deposit, if known; and
 - (iv) details of any immediate action taken or action proposed to be taken to contain spill and recover substance.

19.5 Additional Contractor Requirements

19.5.1 Contractor and Contractor Personnel must:

- (a) ensure an appropriate emergency response is initiated;
- (b) protect any evidence until released by the CP Manager-in-Charge;
- (c) cooperate fully with any CP investigation;
- (d) cooperate fully with any investigating government agency; and
- (e) notify CP if information is requested by any investigating government agency.

20 Contractor & Contractor Personnel Acknowledgement

Acknowledgement

- 20.1.1 Contractor and Contractor Personnel who Work on CP Property shall be deemed to have read and understood the content of these Minimum Safety Requirements for Contractors While Working on CP Property in the United States, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These Minimum Safety Requirements for Contractors While Working on CP Property in the United States are subject to change without prior notice. The most current version of these Minimum Safety Requirements can be viewed at www.cpr.ca or by contacting the Manager-in-Charge.



***Home Safe™ is a commitment to be vigilant about personal safety
and the safety of co-workers.***

NOTES:



21 Attachment A – Emergency Information Sheet

EMERGENCY CONTACT INFORMATION		
EMERGENCY CONTACTS	PHONE	LOCATION
CP Minneapolis Operations Center	1-800-766-4357	.
CP Police Services	1-800-716-9132	
CP Railroad Traffic Controller Radio Channel		
Manager-in-Charge		
Local Police Services		
Local Fire Services:		
Local EMS		
Hospital		
Physician		
Aircraft Service, (if applicable):		
Watercraft Service, (if applicable):		
Other Emergency Services		
<p>Emergency Evacuation Route (Describe nearest evacuation assembly location OR Provide sketch on back)</p>		

WORK SITE INFORMATION		
	PHONE	LOCATION
Work Site Location Name		
Railroad Subdivision & Mileage		
Address, Number and Street		
Nearest Town		
CP Manager-in-Charge		
Emergency Site Access Route (Describe route from nearest emergency services location in detail including access roads & physical landmarks OR provide sketch on back.)		
Contractor Supervisor		
Site Telephone		
Certified First Aid Attendant		
Location of First Aid Supplies at Site		
Location of Fire Extinguishing Equipment:		
Location of WHIMS data sheets		
UTILITY INFORMATION		
UTILITIES CONTACT	PHONE	LOCATION
Natural Gas:	()	
Electrical:	()	
Fiber Optic Line:	()	
Water & Sewer:	()	
Telephone:	()	
Cable System:	()	
Qualified employee(s) in:	()	
Confined Space Entry, (if applicable):	()	
Equipment requirements for Confined Space Entry, (if applicable):	()	
Other:		



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.F.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Jon Darsow, Facilities Supervisor

Item Activity:
Action

Subject: Request for Purchase: Engineering Services Public
Works Trench Drain Repairs

ACTION REQUESTED:

Approve Request For Purchase for Engineering Services for Public Works Trench Drain Repairs with Kimley-Horn for \$84,800.

INTRODUCTION:

Public Works Trench Drains are in need of substantial repairs. These Trench Drains have gone through extensive testing of chloride levels and structural condition. The assessments and tests have produced a short-term and long-term repair approach. This contract will develop bidding documents and manage construction repairs.

ATTACHMENTS:

Request for Purchase: Engineering Services Public Works Trench Drain Repairs

Public Works Trench Drain Repairs



CITY OF EDINA

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

Requisition Number

12200203

Request for Purchase

Department: Engineering

Buyer: Jon Darsow

Date: 09/08/2022

Requisition Description: Eng Services Public Works Trench Drain Repairs

Vendor: KIMLEY-HORN AND ASSOCIATES INC

Cost: \$84,800.00

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

The Public Works trench drains are in need of substantial repairs. These drains have gone through extensive testing of chloride levels and structural condition. The assessments and tests have produced a short-term and long-term repair approach. This contract will develop bidding documents and manage construction repairs.

BUDGET IMPACT:

This project is funded from 2020 budget surplus funds dedicated to facility maintenance.

COMMUNITY IMPACT: N/A

ENVIRONMENTAL IMPACT: N/A



August 3, 2022

Mr. Jon Darsow
Facilities Supervisor
City of Edina
7450 Metro Boulevard
Edina, MN 55439

**RE: *City of Edina Public Works Trench Drain Repairs
Supplemental Agreement to Master Agreement for
Professional Engineering Services***

Dear Mr. Otten:

Kimley-Horn is pleased to submit this Supplemental Agreement describing our Project Understanding, Scope of Services, Additional Services, Schedule and Compensation for the preparation of repair documents in the maintenance areas and car wash bay at the City of Edina's public works facility located at 7450 Metro Boulevard. The work will be performed in accordance with Kimley-Horn's Master Services Agreement with the City.

Project Understanding

It is our understanding that the City's Public Works Building located at 7450 Metro Blvd. has a fleet vehicle servicing and maintenance garage within it. The cast-in-place concrete floor of the garage is sloped for drainage to three continuous linear trench drains of approximately 230 linear ft each. The trench drains are located down the centers of the interior traffic lanes. The City previously retained Kimley-Horn to perform a condition assessment of the trench drains and car wash bay and would like to proceed with the proposed repairs outlined in Kimley-Horn's Condition Assessment Report dated 7-12-22.

The City would like Kimley-Horn to provide bidding and construction documents that consist of Near Term and Long Term Trench Drain repairs and the Near Term Car Wash Bay Repairs as outlined in Kimley-Horn's condition assessment report. The City would like the Long Term repairs to be added to the documents via a bid alternate or other appropriate mechanism which would allow contractors to bid on both the Near Term scopes and Long Term Scopes such that the City could choose the scope of work to be done based on budget availability at the time of contract award. In general, the Near Term trench drain repairs consist of replacement of the slab-on-grade along the North trench drain and repairs of existing slab-on-grade along the Middle and South trench drains. In general the Long Term trench drain repairs consist of the replacement of the slab-on-grade along the Middle and South trench drains. The Near Term car wash bay repairs include minor concrete repairs at the slabs, walls and ceilings, and repainting the car wash bay walls where paint is peeling.

It is also our understanding that the City would also like the documents to include some minor slab-on-grade improvements to allow for the placement of future EV Charging stations. The minor slab-on-grade improvements consist of removal and replacement of some slab-on-grade sections near Grid intersection E/6 to allow for placement of conduit and bollards in the replaced slab-on-grade to accommodate the future EV Charging stations. City personnel would select, procure, and place the conduit within the slab-on-grade after the contractor removes the selected slab sections. The documents would include the bollard placement.

This Supplemental Agreement outlines Kimley-Horn's services for the preparation of Bid and Construction documents for the proposed repairs and the Construction Phase Services associated with them.

Scope of Services

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

Task 1: Document Development

- Review existing plans for the Public Works Building (provided by Client).
- Visit the site up to one (1) time to confirm project conditions where necessary. It is assumed that up to two (2) hours may be needed in addition to travel time.
- Perform structural engineering services to design the required structural repairs.
- Develop working drawings of the existing facility only as needed to develop the repair plans. Working drawings will be based on existing plans (PDFs) provided by the Client.
- Develop repair drawings including a plan showing repair locations, appropriate repair details and quantities. Repair drawings to include the Near and Long Term trench drain repairs, the Near Term car wash bay repairs, and the minor slab-on-grade improvements as described above.
- Develop technical specifications.
- Assist Client with preparation of front-end specifications:
 - Review and comment on Client's front-end specifications (WORD file format) one time.
 - Provide one final review of final documents (PDF format) after Client makes corrections per KH comments.
 - Client responsible for leading creation and completion of front-end specifications
- Attend up to two phone conferences with City (1hr each).
- Deliver 90% drawings and technical specifications documents for review by City of Edina.
- Respond to one (1) round of Owner review comments to the 90% deliverable.
- Deliver drawings (22x34 – PDF format) and technical specifications (8 1/2 x 11 – WORD document format) to City of Edina for bidding.
- Provide project management and quality control reviews necessary to complete the work.

Task 2: Limited Bid Phase Services

- Attend up to one pre-bid conference, either in person or by phone as is deemed appropriate (Up to 2 hours).
- Respond to up to three (3) contractor pre-bid requests for information or substitution requests.
- Review and provide comments regarding up to three contractors' bid submittals
- Develop and deliver up to one (1) addendum to the Bid Documents for Client distribution to the bidders.
- Bid Phase client communications (up to 3 hours).

Task 3: Limited Construction Phase Services

- For the purposes of developing fees, It is assumed that the construction phase duration will be sixteen (16) weeks from Contractor's date of mobilization to date of Final Completion.
- Attend up to one (1) pre-construction meeting led by Contractor (up to 2 hour) and up to six (6) construction progress meetings (up to one hour) led by Contractor at a mutually agreed-to schedule.
- Provide part-time on-site construction observation. Assumes an average of four (4) hours per week of construction observation time during the assumed construction phase duration.
- Review and respond to specified product submittals. Kimley-Horn will review each submittal up to two times. Additional reviews will be considered additional services.
- Review and respond to up to twelve (12) contractor requests for information (RFIs) and up to four (4) change order requests.
- Review and comment on up to four (5) contractor's pay applications.
- Assist the Client in preparation of up to two (2) Change Orders. It is assumed that Change Orders can capture modifications proposed in multiple change order requests.
- Review and comment on contractor-provided record drawings for completeness (PDF format)
- Review and comment on contractor close-out document submittals.
- Review specified project test reports.
- We assume construction surveying or material testing, if necessary, will be provided by the Client.

Additional Services

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

- Site Civil or Survey Work
- Preparation and delivery of design calculations, If any.

- Additional Bid Phase services beyond the limited scope noted above including but not limited to bid advertisement, and attendance at bid opening.
- Additional Construction Phase service beyond the limited scope noted above including services for construction phase extending past the assumed duration.

Schedule

Kimley-Horn will provide the services listed in the Scope of Services within a timeline as agreed upon by Kimley-Horn and the Client. Kimley-Horn will work with the Client to complete our Scope of Services as expeditiously as possible considering the constraints of the Client.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Supplemental Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Fee and Billing

Kimley-Horn will provide the services described in the Scope of Services on a labor fee plus expense basis with the maximum total fee shown below:

Task 1: Repair Document Development	\$ 37,500
Task 2: Limited Bid Phase Services	\$ 6,700
<u>Task 3: Limited Construction Phase Services</u>	<u>\$ 40,600</u>
 Total Fees (Labor plus Expense)	 \$ 84,800

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

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

Fees will be invoiced monthly. Payment will be due within 35 days of the date of the invoice.

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

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We appreciate this opportunity to continue our services to the City of Edina. Please contact me at 651-426-2218 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Pat Carlson, P.E.
Project Manager



William D. Matzek, P.E.
Senior Vice President

Copy: File

Agreed to this ____ day of _____, 2022.

CITY OF EDINA

BY: _____
Scott Neal. City Manager



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.G.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Noah Silver, Electrical/HVAC Supervisor

Item Activity:

Subject: Request for Purchase: Edinborough Park Building
Automation System

Action

ACTION REQUESTED:

Approve Request for Purchase for Edinborough Park Building Automation System with Northern Air Corporation for \$92,714.

INTRODUCTION:

The existing Edinborough Park heating ventilation and air conditioning (HVAC) controls are legacy stand alone systems. The new building automation system (BAS) will optimize equipment operation and energy efficiencies by connecting the different systems together in one unified control system.

ATTACHMENTS:

Request for Purchase: Edinborough Park Building Automation System

Contract FC22-108 Edinborough BAS System



CITY OF EDINA

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

Requisition Number

12200202

Request for Purchase

Department: Engineering

Buyer: Noah Silver

Date: 09/06/2022

Requisition Description: FC22-108 Edinborough Park Bldg Automation System

Vendor: NORTHERN AIR CORPORATION

Cost: \$92,714.00

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

The existing Edinborough Park heating, ventilation and air conditioning (HVAC) controls are legacy stand alone systems. The new building automation system (BAS) will optimize equipment operation and energy efficiencies by connecting the different systems together in one unified control system.

BUDGET IMPACT:

This project is funded by the Conservation and Sustainability Fund (CAS).

COMMUNITY IMPACT:

Building comfort for guests will improve. Air exchange and temperatures will be more accurate and uniform throughout the building.

ENVIRONMENTAL IMPACT:

The new system will improve the operating efficiency of the existing HAVC equipment by providing more accurate and coordinated control.

**FORM OF AGREEMENT
BETWEEN CITY OF EDINA AND CONTRACTOR
FOR NON-BID CONTRACT
FC22-108**

THIS AGREEMENT made this **20th** day of **September 2022**, by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“Owner” or “City”) and **Northern Air Corporation**, (“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. AIA A201 2017 General Conditions for Construction City of Edina Approved 2022
- C. Specifications prepared by City of Edina
- D. Drawing (192 to 194 sheets), prepared by City of Edina
- E. Responsible Contractor Verification of Compliance
- F. Contractor’s Completed Bid Form

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 “F” 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 **\$92,714.00** 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 **Jan. 31, 2023.**

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. Responsible Contractor. This contract may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn Stat. § 16C.285, subd. 3.
- K. Subcontracts:
- (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the 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. INSURANCE AND BONDS. Contractor's Liability Insurance. The Contractor shall purchase and maintain commercial general liability insurance as required to protect the Contractor, Architect and Owner from claims set forth below which may arise out of, result from, or are in any manner connected with, the execution of the work provided for in this Contract, or occur or result from the use by the Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, or third parties, whether such claims arise during Contract performance or subsequent to completion of operations under this Contract and whether operations be by the Contractor or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable, and whether such claims are claims for which the Contractor may be, or may be claimed to be, liable. Insurance shall be purchased from a company licensed to do business in the state where the Project is located and shall be written for not less than the limits of liability specified below or required by law, whichever is greater. A certificate of insurance on a form acceptable to the Owner which verifies the existence of this insurance coverage must be provided to the Owner before work under this contract is begun. The Owner shall be named as an additional insured on a primary and noncontributory basis. The types of claims, required coverages and minimum limits of liability are as follows:

- A. Claims under Worker's Compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Insurance coverages shall include: Statutory Workers' Compensation, including Employer's Liability with a minimum limit of \$100,000.00 for each employee.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death, by any person other than employees, claims for personal injuries which are sustained (1) by any person as a result of an act or omission directly or indirectly related to the employment of such person by the Contractor, or (2) any other person; claims for damages other than to the Work itself, because of injury to or destruction of tangible property including loss of use resulting therefor. Insurance coverages shall include:
 - Premise – Operations
 - Products-Completed Operations

Blanket Contractual – Such insurance and endorsements as will insure the obligations under the provisions of Subsection 11.1.5 of this Document.	
Broad Form Property Damage	
Personal Injury	
Blanket Explosion, Collapse and Underground Property Damage	
Operations of Independent Contractors	
Policy Limits: General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

- C. Claims for damages because of bodily injury or death of any person, or any property damage arising out of the ownership or use of any motor vehicle. Insurance coverage shall include:
Business Auto Liability insurance including owned, hired and non-owned vehicles with limits of \$1,000,000.00
Combined Single Limit for each accident for bodily injury and death, or property damage.
- D. The coverage limits required by Paragraphs (B) and (C) above may be achieved by the use of an Umbrella Excess Liability Policy.
The limits of liability specified shall be considered minimum requirements.

All aforesaid insurance policies shall be underwritten with responsible insurance carriers, with Best's Ratings of not less than A and X and otherwise satisfactory to Owner and licensed to provide insurance in the state in which the Project is located.

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 \$175,000 or less. On projects of more than \$175,000 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 affect 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: _____
Scott Neal

Its City Manager

CONTRACTOR

BY: _____

AND _____
Its



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.H.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Noah Silver, Electrical/HVAC Supervisor

Item Activity:

Subject: Request for Purchase: Change Order No. 2 Electrical
Locates

Action

ACTION REQUESTED:

Approve Request for Purchase for Change Order No. 2 electrical locates with Hance Utility Service, Inc. for \$20,000.

INTRODUCTION:

The City conducted a contract trial period from January to March to see how the vendor could handle electrical locates in the amount of \$14,000. The trial worked well and Council approved a \$26,000 contract change order in March. Staff thought this amount would cover locates for 2022. It will not and staff is asking for approval of an additional change order for \$20,000 to cover the remainder of 2022. The total contract will be \$60,000 for 2022 electrical locates. The increased utility infrastructure work in Edina requires additional funding for this contract.

ATTACHMENTS:

Request for Purchase: Change Order No. 2 Electrical Locates



CITY OF EDINA

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

Contract Number

300096

Contract Change Order

Department: Engineering

Buyer: Noah Silver

Date: 9/20/2022

Requisition Description: Change Order #2 Electrical Locates

Vendor: HANCE UTILITY SERVICE, INC.

Cost: \$20,000.00

REPLACEMENT or NEW: NEW

PURCHASE SOURCE: SERVICE CONTRACT

DESCRIPTION:

The City conducted a contract trial period from January to March to see how the vendor could handle electrical locates in the amount of \$14,000. The contractor determined when no locate is required or take action to clear, meet, or field locate tickets. City will retain emergency location services and aid ZoneOne when data discrepancies are present. The trial worked well and Council approved a \$26,000 contract change order in March. Staff thought this amount would cover locates for 2022. It will not and staff is asking for approval of an additional change order for \$20,000 to cover the remainder of 2022. The total contract will be \$60,000 for 2022 electrical locates. The increased utility infrastructure work in Edina requires additional funding for this contract.

BUDGET IMPACT:

Project is funded from the electrical operating budget.

COMMUNITY IMPACT:

Electrical service provided to residence and businesses ensuring safe excavation in areas around City underground infrastructure.

ENVIRONMENTAL IMPACT: NA



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.I.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Rachel Finberg, Project Manager

Subject: Request for Purchase: Police Security Upgrades
Ballistic Door Storefront

Item Activity:
Action

ACTION REQUESTED:

Approve Request for Purchase for police security upgrades ballistic door storefront with United Glass, Inc. for \$39,381.

INTRODUCTION:

This project will replace the back Police Department person entrance with a ballistic storefront for security purposes. This is a part of a larger project scope that includes high-speed garage doors, ballistic doors and frames, as well as site modification to parking and entrance structures for the Police Department.

ATTACHMENTS:

Request for Purchase: Police Security Upgrades Ballistic Door Storefront

PD Ballistic Storefront Contract_United Glass



CITY OF EDINA

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

Requisition Number

12200204

Request for Purchase

Department: Engineering

Buyer: Rachel Finberg

Date: 09/09/2022

Requisition Description: Police Security Upgrades Ballistic Door Storefront

Vendor: UNITED GLASS INC

Cost: \$39,681.00

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

This project will replace the back police department person entrance with a ballistic storefront for security purposes. This is a part of a larger project scope that includes high speed garage doors, ballistic doors and frames, as well as site modification to parking and entrance structures for the Police Department.

BUDGET IMPACT:

This project is funded from the 2021 Asset Preservation Funding CIP 17-190A.

COMMUNITY IMPACT:

This security upgrade will help to maintain a facility asset at City Hall. It will also add to employee well being and safety. This project will allow for a monitored and secured access point for Edina Police officers to access City Hall and their resources, providing a better service to the entire community.

ENVIRONMENTAL IMPACT: N/A

CONTRACT NO FC 22-33.2
City of Edina- Police Security Upgrades Scope 2

THIS AGREEMENT made this **20th day of September, 2022**, of by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“City”) and **UNITED GLASS INC** (“Contractor”). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the “Contract Documents,” all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Instructions to Bidders.
- C. Specifications prepared by BKV Group Dated 7/12/22
- D. Plan sheets prepared by BKV Contractor Set Dated 7/12/22
- E. Responsible Contractor Verification of Compliance
- F. Contractor’s bid dated September 2nd, 2022
- G. Certificate of Insurance

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

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

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

- 2. OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. This includes but is not limited to required background checks and security measures. Scope of work includes demolition and disposal of existing storefront and installation of new storefront specified in documents provided by BKV dated 7/12/22 submitted to BKV for approval.
- 3. OBLIGATIONS OF THE CITY.** The City agrees to pay, and the Contractor agrees to receive and accept payment in accordance with the Contractor’s bid not to exceed **\$39,681(thirty-nine thousand six hundred**

eighty-one dollars). City will provide electrical services needed and help coordinate keycard reader re-installation.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by City as provided in the General Conditions.
- B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.
- C. Payments to Subcontractor.

- (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
- (2) Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the City of Edina obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

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

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

5. COMPLETION DATE.

The Work must be completed and ready for final payment by May 1st, 2023. Or as agreed upon during pre-construction schedule review.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the City the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the City.
 - (2) The Contractor is responsible to the City for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
 - (3) The Contract Documents shall not be construed as creating any contractual relation between the City and any subcontractor.
 - (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. **WARRANTY.** The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications.

8. **INDEMNITY.** The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

9. **MISCELLANEOUS.**

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

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

Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

- L. If the work is delayed or the sequencing of work is altered because of the action or inaction of the City, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.
- M. Responsible Contractor. This contract may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn Stat. § 16C.285, subd. 3.

CITY OF EDINA

CONTRACTOR

BY: _____
City Manager

BY: _____
Its

AND _____
Its



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.J.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Rachel Finberg, Project Manager

Item Activity:

Subject: Request for Purchase: Police Security Upgrades
High-Speed Garage Doors

Action

ACTION REQUESTED:

Approve Request for Purchase of Police Security Upgrades High-Speed Garage Doors with Miner Ltd., Star Equipment, for \$73,500.

INTRODUCTION:

This project will replace existing west vehicle entrance doors to Police Department underground parking with high-speed roll-up garage doors. This is a part of a larger project scope that includes high-speed garage doors, ballistic doors and frames, as well as site modification to parking and entrance structures for the Police Department.

ATTACHMENTS:

Request for Purchase: Police Security Upgrades High Speed Garage Doors

Miner Ltd PD Doors Contract



CITY OF EDINA

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

Requisition Number

12200207

Request for Purchase

Department: Engineering

Buyer:

Date: 09/12/2022

Requisition Description: Police Security Upgrades High Speed Garage Doors

Vendor: MINER, LTD

Cost: \$73,500.00

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

This project will replace existing west vehicle entrance doors to Police Department underground parking with high speed roll up garage doors. This is a part of a larger project scope that includes high speed garage doors, ballistic doors and frames, as well as site modification to parking and entrance structures for the Police Department.

BUDGET IMPACT:

This project is funded from the 2021 Asset Preservation Funding CIP 17-190A.

COMMUNITY IMPACT:

This security upgrade will help to maintain a facility asset at City Hall. It will also add to employee well being and safety. This project will allow for a monitored and secured access point for Edina Police officers to access City Hall and their resources, providing a better service to the entire community.

ENVIRONMENTAL IMPACT: N/A

CONTRACT NO FC 22-33.1
City of Edina- Police Security Upgrades Scope 1

THIS AGREEMENT made this day of by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“City”) and **MINER LTD, STAR EQUIPMENT** (“Contractor”). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the “Contract Documents,” all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Instructions to Bidders.
- C. Specifications prepared by BKV Group Dated 7/12/22
- D. Plan sheets prepared by BKV Contractor Set Dated 7/12/22
- E. Responsible Contractor Verification of Compliance
- F. Contractor’s bid dated September 12th, 2022
- G. Certificate of Insurance

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

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

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

- 2. OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. This includes but is not limited to required background checks and security measures. Scope of work includes demolition and disposal of existing storefront and installation of new storefront specified in documents provided by BKV dated 7/12/22 submitted to BKV for approval.
- 3. OBLIGATIONS OF THE CITY.** The City agrees to pay, and the Contractor agrees to receive and accept payment in accordance with the Contractor’s bid not to exceed **\$73,500 (seventy- three thousand five**

hundred dollars). City will provide electrical services needed and help coordinate keycard reader re-installation.

4. PAYMENT PROCEDURES.

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by City as provided in the General Conditions.

B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractor.

(1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

(2) Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the City of Edina obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

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

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

5. COMPLETION DATE.

The Work must be completed and ready for final payment by May 1st, 2023. Or as agreed upon during pre-construction schedule review.

6. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the City the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the City.
 - (2) The Contractor is responsible to the City for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
 - (3) The Contract Documents shall not be construed as creating any contractual relation between the City and any subcontractor.
 - (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. **WARRANTY.** The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications.

8. **INDEMNITY.** The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

9. **MISCELLANEOUS.**

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

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

Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

- L. If the work is delayed or the sequencing of work is altered because of the action or inaction of the City, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.
- M. Responsible Contractor. This contract may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn Stat. § 16C.285, subd. 3.

CITY OF EDINA

CONTRACTOR

BY: _____
City Manager

BY: _____
Its

AND _____
Its



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.K.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Rachel Finberg, Project Manager

Item Activity:
Action

Subject: Request for Purchase: Fire Station #1 Workspace
Expansion

ACTION REQUESTED:

Approve Request for Purchase for Fire Station #1 Workspace Expansion with Christianson's Business Furniture for \$25,653.90.

INTRODUCTION:

This project will expand the number of workspaces by 7 at Fire Station #1 and upgrade additional workspace for comfort and efficiency. This expansion of office spaces will allow Public Health to move from City Hall to Fire Station #1. It will upgrade current fire inspection desks to standing desks and create an administrative and training space more accessible to the public.

ATTACHMENTS:

Request for Purchase: Fire Station #1 Workspace Expansion

Christiansons Fire Station #1 Office Furniture Contract



CITY OF EDINA

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

Requisition Number

12200205

Request for Purchase

Department: Engineering

Buyer: Rachel Finberg

Date: 09/09/2022

Requisition Description: Fire Station #1 Workspace Expansion

Vendor: CHRISTIANSON'S BUSINESS FURNITURE

Cost: \$25,653.90

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: STATE K - STATE CONTRACT

DESCRIPTION:

This project will expand the number of workspaces by 7 at Fire Station #1 and upgrade additional workspace for comfort and efficiency. This expansion of office spaces will allow Public Health to move from City Hall to Fire Station #1. It will upgrade current fire inspection desks to standing desks and create an administrative and training space more accessible to the public.

BUDGET IMPACT:

This project is funded from budget contingency funds.

COMMUNITY IMPACT: N/A

ENVIRONMENTAL IMPACT: N/A

CONTRACT NO FC 21-30
City of Edina- Fire Station #1 Workspace Expansion

THIS AGREEMENT made this day of by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“City”) and **CHRISTIANSONS BUSINESS FURNITURE** (“Contractor”). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the “Contract Documents,” all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Plan sheets provided by CBF final revision dated 9/8/2022
- C. Contractor’s bid dated September 8th, 2022

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

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

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

- 2. OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Proposal dated 9/8/22. Scope of work includes installation and delivery of specified office furniture and accessories in dispatch, conference room, and 2nd floor inspections open office space. Materials to match existing color pallet.
- 3. OBLIGATIONS OF THE CITY.** The City agrees to pay, and the Contractor agrees to receive and accept payment in accordance with the Contractor’s bid not to exceed **\$25, 653.90 (twenty-five thousand six hundred and fifty-three and 90/100)**. City will provide demolition work pre-installation. The City will coordinate and accommodate access and electrical and data runs.
- 4. PAYMENT PROCEDURES.**
 - A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by City as provided in the General Conditions.
 - B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work.

C. Payments to Subcontractor.

- (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
- (2) Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the City of Edina obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

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

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

5. COMPLETION DATE.

The Work must be completed and ready for final payment by January 1st, 2023. Or as agreed upon during contract review.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the City the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the City.
 - (2) The Contractor is responsible to the City for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
 - (3) The Contract Documents shall not be construed as creating any contractual relation between the City and any subcontractor.
 - (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications.

8. INDEMNITY. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

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- C. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
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 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. Copyright/Patent. Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from. If the equipment provided by the Contractor pursuant to this Agreement contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.
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- G. Waiver. In the particular event that either party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either party, whether of the same or any other covenant, condition or obligation.
- H. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Agreement. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
- I. Severability. If any provision, term or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire agreement.
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- L. If the work is delayed or the sequencing of work is altered because of the action or inaction of the City, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.
- M. Responsible Contractor. This contract may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn Stat. § 16C.285, subd. 3.

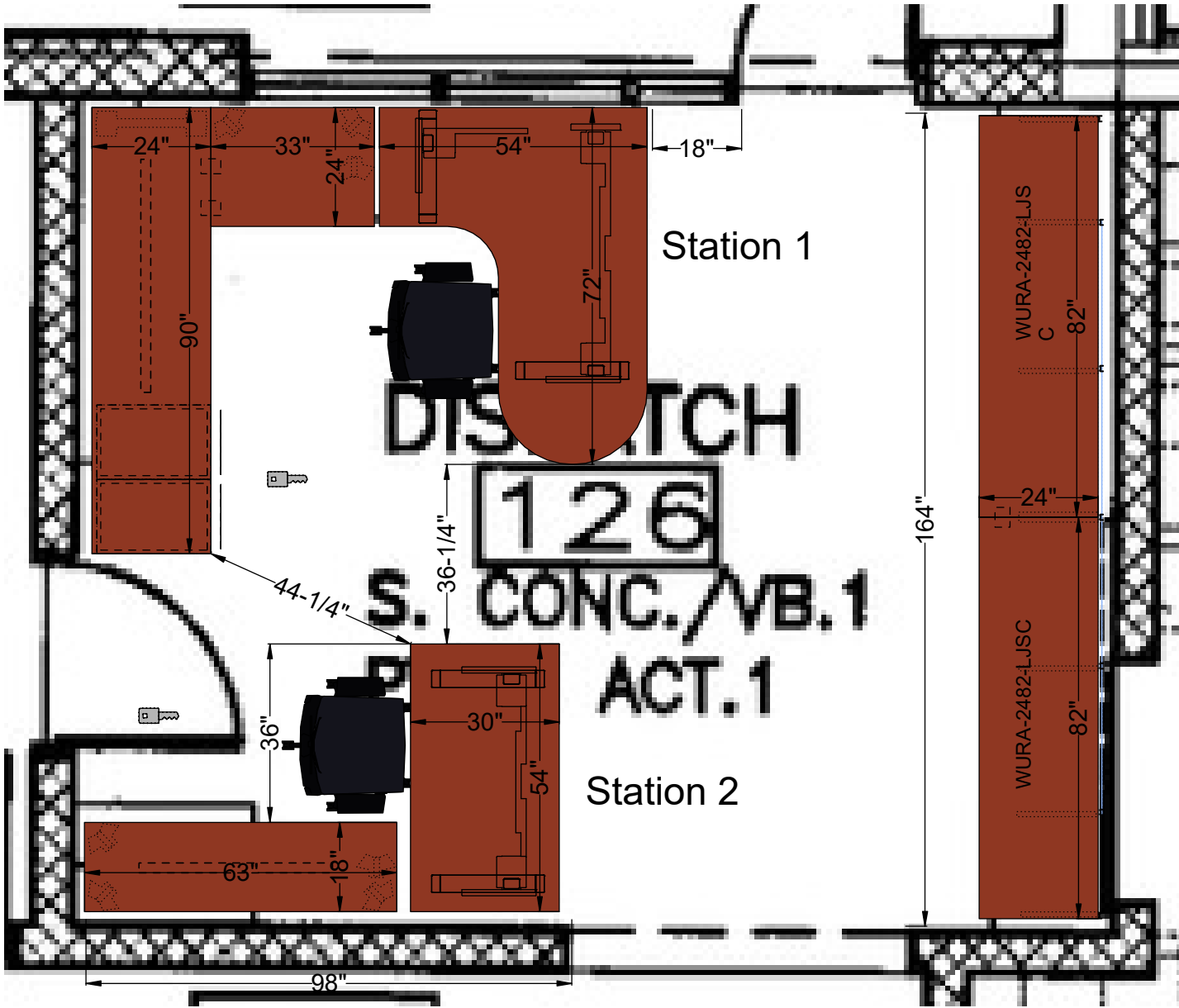
CITY OF EDINA

CONTRACTOR

BY: _____
City Manager

BY: _____
Its

AND _____
Its



OVERALL LAYOUT: DISPATCH

3/8" = 1'

DISPATCH OFFICE INCLUDES:

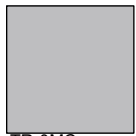
- STATION 1:
- (1) 'D'-Top height adjustable desk
 - (1) 33" W x 24" D Return
 - (1) 90" W x 24" D credenza with (1) 3-drawer attached pedestal (box/box/file) and (1) 2-drawer attached pedestal (file/file)
 - (1) Very task chair
 - support legs as needed

- STATION 2:
- (1) 54" W x 30" D height adjustable rectangular desk
 - (1) 63" W x 18" D Return
 - (1) Very task chair
 - support legs as needed

- WORKSURFACES:
- (2) 82" W x 24" W wall-track and cantilever bracket supported worksurfaces only



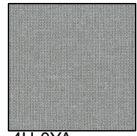
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AMBER CHERRY, GRADE A



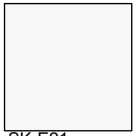
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METALLIC CHAMPAGNE, GRADE B



.PY-0FC
FRENCH CHALK, GRADE A



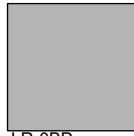
.4H-0YA
YAWN, GRADE A



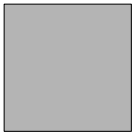
.SK-E21
SATIN ETCH, GRADE C



.3A-018
BLACK, GRADE A



.LR-0BP
CHROME, GRADE A



SILVER, GRADE A

FINISH SELECTIONS

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☐ APPROVED ☐ APPROVED, AS NOTED ☐ REVISE, RESUBMIT

SIGNATURE _____ DATE _____

DESIGNER	STACY	DRAWING TITLE:	FURNITURE PLAN
SALES REP:	KRIS	PROJECT #:	6753
DATE:	9/8/2022	SHEET	1/3
FILE PATH:	C:\Users\edina\OneDrive\Documents\City of Edina\Fire Station 1\2828 13th Ave S\City of Edina Fire Station 08.18.2022.cdw		

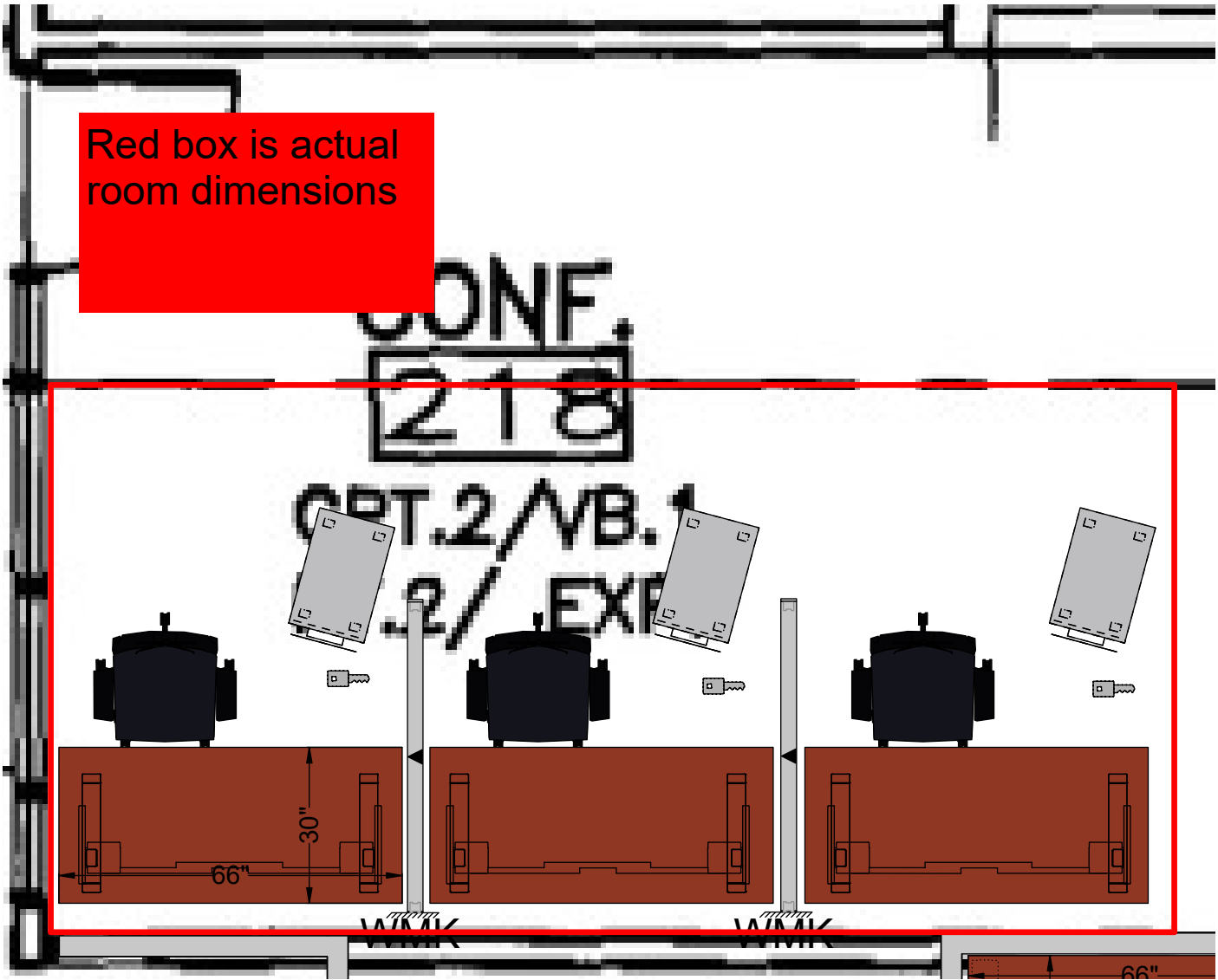


PROJECT: CITY OF EDINA
FIRE STATION
LOCATION: MINNEAPOLIS, MN

CHRISTIANSON'S BUSINESS FURNITURE
2828 13TH AVE S | FARGO, ND 58103

"Providing efficient and ergonomic work environments with a commitment to quality, value and customer service."





OVERALL LAYOUT
1/2" = 1'

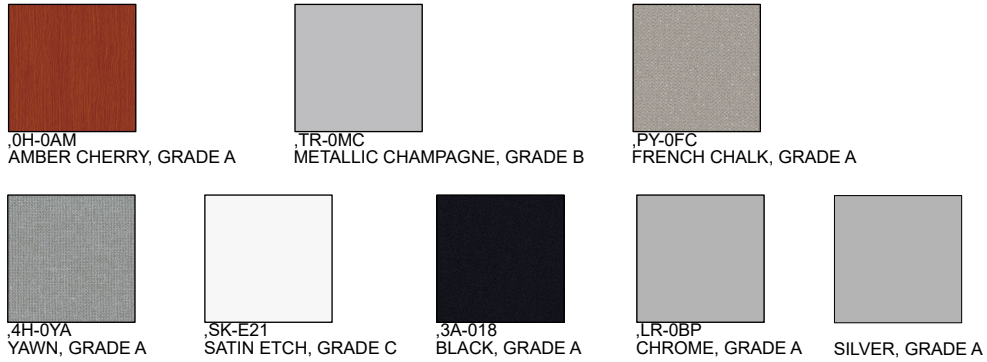
- CONFERENCE RM INCLUDES:
- (3) paneled workstations with rectangular 66" W x 30" D height adjustable desks
 - (1) 2-drawer mobile pedestal (box/file) with lock, cushion top and tug
 - (1) Very task chair
- PANELS:
- Panels are 50" H fabric panels and separate workstations. Panels are NOT powered and are wall-mounted.



All Stations



Station Detail



FINISH SELECTIONS

THIS DESIGN AND DRAWING IS THE PROPERTY OF CHRISTIANSON'S BUSINESS FURNITURE AND MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT WRITTEN CONSENT. APPLICABLE DESIGN FEES ARE SUBJECT TO CHARGE UPON REPLICATIONS OR RELEASING ANY CONTENTS OF THIS DOCUMENT TO OTHER VENDORS OR COMPANIES. ALL ADDITIONS, CHANGES OR DEVIATIONS FROM THIS APPROVAL DRAWING SHALL BE THE RESPONSIBILITY OF THE USER. THIS DOCUMENT REPRESENTS THE INTENT OF THE FURNITURE PLAN FOR THIS PROJECT AND IS NOT TO BE CONSTRUED AS A CONSTRUCTION DOCUMENT. RENDERINGS ARE AN ARTISTIC INTERPRETATION OF GENERAL APPEARANCE OF THE DESIGN AND IS NOT MEANT TO BE AN EXACT REPRESENTATION. I HEREBY SIGN OFF ON THIS PLAN, ITS CONTENTS AND CONFIRM THAT THE DETAILS ON THIS PAGE ACCURATELY REPRESENT THE DESIRED PROJECT OUTCOME.

☐ APPROVED

☐ APPROVED, AS NOTED

☐ REVISE, RESUBMIT

SIGNATURE

DATE

DESIGNER

STACY

SALES REP:

KRIS

DRAWING TITLE:

FURNITURE PLAN

PROJECT #:

6753

SHEET

2/3

DATE:

9/8/2022

FILE PATH:

C:\EDINA\FIRE STATION 1\6250 TRACY AVE\CANVAS\City of Edina Fire Station 05.10.2022.cndw

PROJECT:

CITY OF EDINA
FIRE STATION

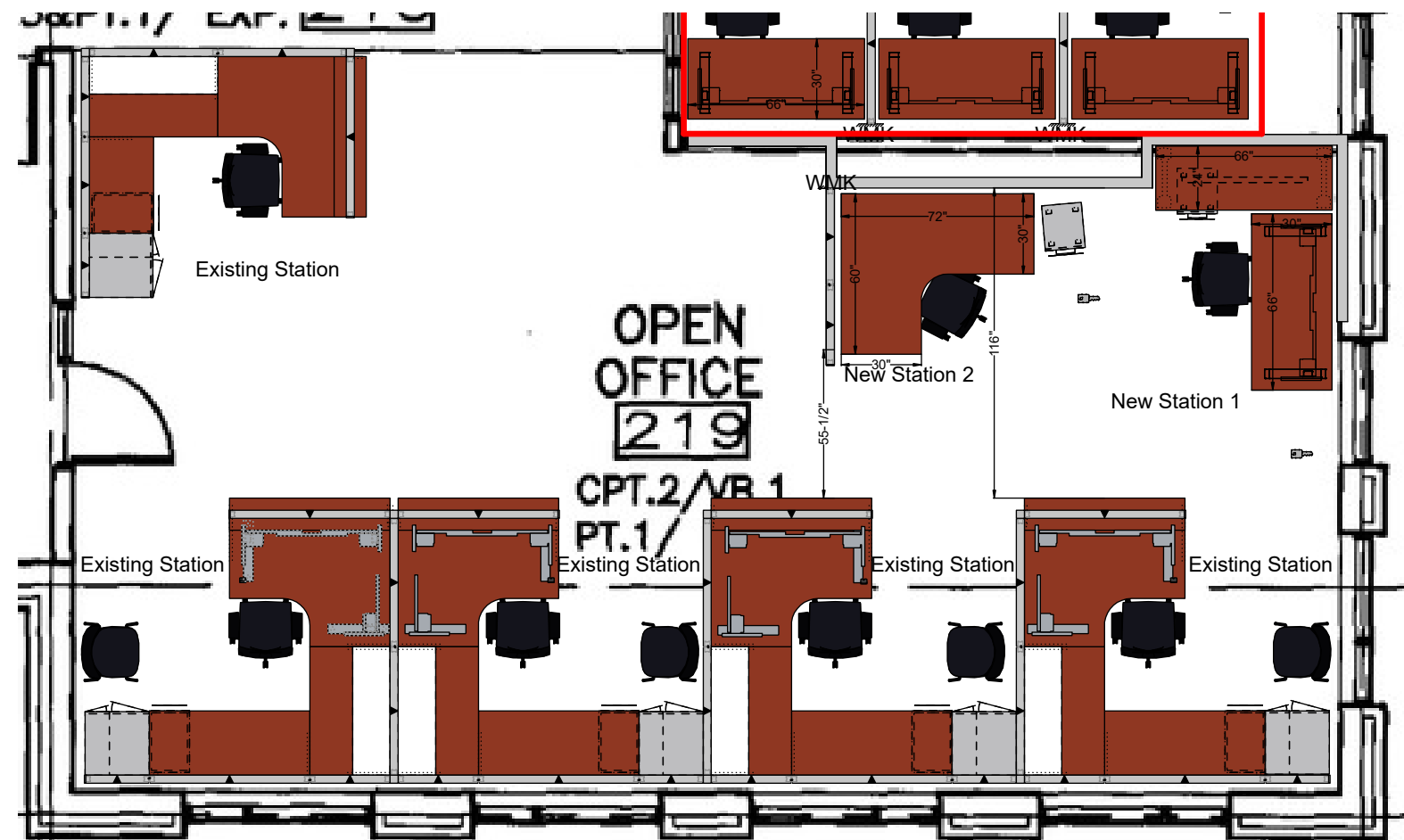
LOCATION:

MINNEAPOLIS, MN

CHRISTIANSON'S BUSINESS FURNITURE

2828 13TH AVE S | FARGO, ND 58103

"Providing efficient and ergonomic work environments with a commitment to quality, value and customer service."



OVERALL LAYOUT: WORK RM

3/16" = 1'

OPEN OFFICE 219 NEW STATION 1 INCLUDES:

- (1) 66" W x 30" D rectangular height adjustable desk
- (1) 66" W x 24" D set-back return due to wall jog with (1) 2-drawer mobile pedestal (box/file) with lock, cushion and tug
- (1) Very task chair

OPEN OFFICE 219 NEW STATION 2 INCLUDES:

- (1) paneled 'L'-shaped height adjustable desk
- (1) 2-drawer mobile pedestal (box/file) with lock

PANELS:

- Panels at front is 42" H fabric panel with (1) 12" H frosted frameless glass stack. Panels are NOT powered and are wall-mounted. Panels do NOT have a transaction workspace at front.



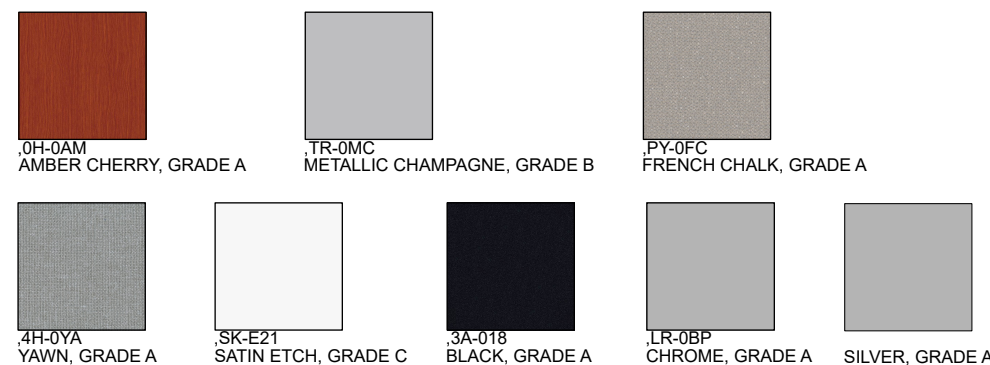
All Stations



Station 1 Detail



Station 2 Detail



FINISH SELECTIONS

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☐ APPROVED ☐ APPROVED, AS NOTED ☐ REVISE, RESUBMIT

SIGNATURE _____ DATE _____

REV: REVISION DESCRIPTION				TOWN	DATE
1	Initial Space Planning	AML	5/19/2022		
2	Revised Drawings	AML	6/30/2022		
3	Revised Drawings	AML	7/20/2022		
4	Revised Drawings	AML	8/1/2022		
5	No BBF, Mobile BF Instead, Ofc 219	SH	8/18/2022		
SALES REP: KRIS					
DESIGNER: STACY					
DRAWING TITLE: FURNITURE PLAN					
FILE PATH:				DATE:	9/8/2022
CITY OF EDINA FIRE STATION 1 6250 TRACY AVE CANVAS/City of Edina Fire Station 05.18.2022.cdw					

PROJECT:

CITY OF EDINA
FIRE STATION



LOCATION:

MINNEAPOLIS, MN

CHRISTIANSON'S BUSINESS
FURNITURE

2828 13TH AVE S | FARGO, ND 58103

"Providing efficient and ergonomic work environments with a commitment to quality, value and customer service."





City of Edina - Fire Station #1

CITY OF EDINA - FIRE STATION #1

Date: 9/8/2022

Prepared For: Rachel Finberg

Quote Number: 6753-37818

Valid For 7 Days

Prepared by: Kris Root

Confidential

© 2022 Christianson's Business Furniture. The information in this transmittal is proprietary to Christianson's Business Furniture. It is provided on the condition that it remains in confidence between Christianson's Business Furniture and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents of this proposal without the written permission of Christianson's Business Furniture.

Christianson's Business Furniture
 2828 13th Ave South
 Fargo, ND 58103
 Phone: (701) 293-3944
 Fax: (701) 293-3626
<http://www.cbfplus.com/>



QUOTATION

6753-37818

VALID UNTIL 9/15/2022

BILL TO

City of Edina - Fire Station #1
 Fire Station #1
 6250 Tracy Ave
 Minneapolis, MN 55436

INSTALL TO

City of Edina - Fire Station #1
 Fire Station #1
 6250 Tracy Ave
 Minneapolis, MN 55436

Salesperson
 Kris Root

Payment Terms
 Net 30

City of Edina - Fire Station #1

126 - DISPATCH

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
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STATION 1:

- (1) 'D'-Top height adjustable desk
- (1) 33" W x 24" D Return
- (1) 90" W x 24" D credenza with (1) 3-drawer attached pedestal (box/box/file) and (1) 2-drawer attached pedestal (file/file)
- (1) Very task chair
- support legs as needed

STATION 2:

- (1) 54" W x 30" D height adjustable rectangular desk
- (1) 63" W x 18" D Return
- (1) Very task chair
- support legs as needed

WORKSURFACES:

- (2) 82" W x 24" W wall-track and cantilever bracket supported worksurfaces only

1	2.00	EA	6229-1302 / Table, Diagonal Leg Kit, Planes, Svc	\$148.18	\$296.36
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OPTIONS

TR-
OMC

2	4.00	EA	ZZBD-1600-CP / Compose,Cntlvr Brkt,, Standard,16In.D,Painted,Bh	\$62.77	\$251.08
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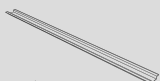
OPTIONS

TR-
OMC

3	1.00	EA	WUAR-3900-PH / Worksurface Reinforcement Channel 39In Width	\$21.66	\$21.66
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4	1.00	EA	WUAR-4700-PH / Worksurface Reinforcement Channel 47In Width	\$22.69	\$22.69
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City of Edina - Fire Station #1

126 - DISPATCH

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
5	1.00	EA	WUCD-5472-LJSCR4 / Worksurface,Corner 90 Deg Wrap D-Shape,54Dx72W,Lam,Edgeband,Std Core,No Cbl Mgt,Right,24	\$421.57	\$421.57
			OPTIONS		
			H- OAM HP- OAM		
6	1.00	EA	WURA-1863-LJSC / Worksurface, Rect,18Dx63W,Lam,Edgeband,Std Core,No Cbl Mgt,	\$164.46	\$164.46
			OPTIONS		
			H- OAM HP- OAM		
7	1.00	EA	WURA-2433-LJSC / Worksurface, Rect,24Dx33W,Lam,Edgeband,Std Core,No Cbl Mgt,	\$103.98	\$103.98
			OPTIONS		
			H- OAM HP- OAM		
8	1.00	EA	WURA-2490-LJSC / Worksurface, Rect,24Dx90W,Lam,Edgeband,Std Core,No Cbl Mgt,	\$241.60	\$241.60
			OPTIONS		
			H- OAM HP- OAM		
9	1.00	EA	WURA-3054-LJSC / Worksurface, Rect,30Dx54W,Lam,Edgeband,Std Core,No Cbl Mgt,	\$192.23	\$192.23
			OPTIONS		
			H- OAM HP- OAM		
10	3.00	EA	ZUBF-0000-PN / Flush Mount Plate	\$8.94	\$26.82
11	1.00	EA	ZZFD-2400-PNFF / Compose Worksurface Dbl Support Leg,Steel,24In.D	\$155.55	\$155.55
			OPTIONS		
			TR- OMC		



City of Edina - Fire Station #1


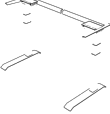
126 - DISPATCH

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
12	2.00	EA	WURA-2482-LJSC / Worksurface, Rect,24Dx82W,Lam,Edgeband,Std Core,No Cbl Mgt, OPTIONS H- OAK HP- OAK	\$224.15	\$448.30
13	7.00	EA	VZAT-3000 / Compose,Wall Track,5 Holes,30In.High OPTIONS TR- OMC	\$36.39	\$254.73
14	1.00	EA	LSET-2 / HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2 OPTIONS LX- OBP	\$0.00	\$0.00
15	2.00	EA	SCT-20-7115 / Very Task Chair,Fab Seat,Mesh Bk,4D Arms,Plstc Bse Hd Ctrs,Bk Lk, W/Lum, OPTIONS 3A- 018 MS- 00F TR- 00F TR- 00F TR- 00F	\$582.60	\$1,165.20
16	1.00	EA	JPAH-24-SJ / X Series,Pedestal,Attached,B/B/F,24"D,PtdDrwFrt, Stl Lkrl,J Pull OPTIONS TR- OMC LR- OBP	\$333.48	\$333.48
17	1.00	EA	JPAJ-24-SJ / X Series,Pedestal,Attached,F/F,24"D,PtdDrwFrt, Stl Lkrl,J Pull OPTIONS TR- OMC LR- OBP	\$314.66	\$314.66






City of Edina - Fire Station #1

126 - DISPATCH

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
18	1.00	EA	4658R-FDEX5472-4272EOC-F24 / Fundamentals EX, 3 Leg Base, 24" Flat Feet, For 4658R Wksf	\$825.15	\$825.15
					
OPTIONS -PS Programmable Switch (SWITCH SELECTION) ~ Standard Cord (CHICAGO COMPLIANT 9' CORD) -S Silver (BASE COLOR CHOICE) ~ No Selection (MEMS ANTI COLLISION UPGRADE)					
19	1.00	EA	52-FDEX54-72-F24 / Fundamentals EX, 2 Leg Base, 24" Flat Feet, For 52-57"W Wksf, C9 Compliant	\$547.91	\$547.91
					
OPTIONS -PS Programmable Switch (SWITCH SELECTION) -S Silver (BASE COLOR CHOICE) ~ No Selection (MEMS ANTI COLLISION UPGRADE)					


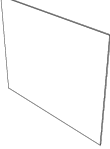



218 - CONFERENCE

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
- (3) paneled workstations with rectangular 66" W x 30" D height adjustable desks - (1) 2-drawer mobile pedestal (box/file) with lock, cushion top and tug - (1) Very task chair					
PANELS: - Panels are 50" H fabric panels and separate workstations. Panels are NOT powered and are wall-mounted.					
20	3.00	EA	WURA-3066-LJSC / Worksurface, Rect,30Dx66W,Lam,Edgeband,Std Core,No Cbl Mgt,	\$220.92	\$662.76
					
OPTIONS H- OAM HP- OAM					
21	2.00	EA	VZCC-0060-HS / Compose,Top Trim 60In.W,Stl, Pnl Frame	\$36.74	\$73.48
					
OPTIONS TR-MC Metallic Champagne Grd B (Top Trim Color A)					
22	1.00	EA	VZCE-0000-H / Compose, EOR, Steel Trim, clip, Pk of 5	\$21.33	\$21.33
23	2.00	EA	VZCE-5000-H / Compose,Panel Trim,End-Of-Run 50In.H, Steel	\$37.13	\$74.26
					
OPTIONS TR- OMC					



City of Edina - Fire Station #1

218 - CONFERENCE

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
24	2.00	EA	VZFF-5060-NNNNNR / Compose, Frm,50Hx60W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std  OPTIONS TR-MC Metallic Champagne Grd B (Edge Trim Color)	\$132.22	\$264.44
25	4.00	EA	VZTI-4860-FNC / Compose,Single Tile,48In.HX60In.W,Fabric/Tackable,Std Core,No Tech  OPTIONS (PY_TAILORED_ {Railroad} Tailored Grd A (Surface Color 1A) RR) French Chalk (Rr) Grd A (Surface Color 1A) RR-177	\$134.05	\$536.20
26	3.00	EA	LSET-1 / HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1 OPTIONS LX-OBP	\$0.00	\$0.00
27	3.00	EA	SCT-20-7115 / Very Task Chair,Fab Seat,Mesh Bk,4D Arms,Plstc Bse Hd Ctrs,Bk Lk, W/Lum,  OPTIONS 3A-018 MS-00F TR-00F TR-00F TR-00F TR-00F	\$582.60	\$1,747.80
28	3.00	EA	JCTB-24 / X Series,Pedestal,Cushion Top Kit, 24"D  OPTIONS 4H-OYA	\$142.18	\$426.54
29	3.00	EA	JPTA-24-SJC / X Series,Pedestal,Tug,B/F,24"D,PtdDrwFrt, Stl Lkrl,J Pull,Cstr,No Top,Handle  OPTIONS TR-OMC LR-OBP	\$402.86	\$1,208.58
30	2.00	EA	VZCW-0000-P / Compose,Wall Mount,Fits All Heights	\$34.98	\$69.96



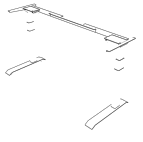
QUOTATION

6753-37818

VALID UNTIL 9/15/2022

City of Edina - Fire Station #1

218 - CONFERENCE

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
31	3.00	EA	64-FDEX54-72-F24 / Fundamentals EX, 2 Leg Base, 24" Flat Feet, For 64-69"W Wksf, C9 Compliant	\$547.91	\$1,643.72
					
OPTIONS					
-PS Programmable Switch (SWITCH SELECTION)					
-S Silver (BASE COLOR CHOICE)					
~ No Selection (MEMS ANTI COLLISION UPGRADE)					

219 - OPEN OFFICE




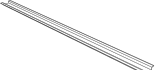
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
- (1) 66" W x 30" D rectangular height adjustable desk					
- (1) 66" W x 24" D set-back return due to wall jog with (1) 2-drawer mobile pedestal (box/file) with lock, cushion and tug					
- (1) Very task chair					

OPEN OFFICE 219 NEW STATION 2 INCLUDES:

- (1) paneled 'L'-shaped height adjustable desk
- (1) 2-drawer mobile pedestal (box/file) with lock

PANELS:


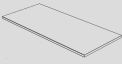



- Panels at front is 42" H fabric panel with (1) 12" H frosted frameless glass stack. Panels are NOT powered and are wall-mounted. Panels do NOT have a transaction worksurface at front.

32	1.00	EA	VZCE-4200-F / Compose,Panel Trim,End-Of-Run, Steel, Frameless top, 42In.H	\$38.34	\$38.34
					
OPTIONS					
TR-OMC					
33	2.00	EA	VZGE-0000-HE / Compose,Bottom Rail End Cap,EOR,Frameless Topper, Steel	\$18.88	\$37.76
					
OPTIONS					
TR-OMC					
34	2.00	EA	VZGE-0000-HI / Compose,Bottom Rail End Cap,Inline,Frameless Topper, Steel	\$18.88	\$37.76
					
OPTIONS					
TR-OMC					
35	1.00	EA	WUAR-4700-PH / Worksurface Reinforcement Channel 47In Width	\$22.69	\$22.69
					



City of Edina - Fire Station #1

219 - OPEN OFFICE

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
36	1.00	EA	WUCE-6072-LJSCR55 / Worksurface,Corner 90 Deg Wrap Extd Trans,60Wx72L,Lam,Edgeband,Std Core,No Cbl Mgt,Right,30,30 OPTIONS H- OAM HP- OAM	\$486.23	\$486.23
37	1.00	EA	WURA-2466-LJSC / Worksurface, Rect,24Dx66W,Lam,Edgeband,Std Core,No Cbl Mgt,  OPTIONS H- OAM HP- OAM	\$189.25	\$189.25
38	1.00	EA	WURA-3066-LJSC / Worksurface, Rect,30Dx66W,Lam,Edgeband,Std Core,No Cbl Mgt,  OPTIONS H- OAM HP- OAM	\$220.92	\$220.92
39	2.00	EA	ZZFD-2400-PNFF / Compose Worksurface Dbl Support Leg,Steel,24In.D  OPTIONS TR- OMC	\$155.55	\$311.10
40	1.00	EA	VZAL-4200 / Panel, Vertical Light Block, 42in, Compose	\$2.03	\$2.03
41	1.00	EA	VZCE-0000-H / Compose, EOR, Steel Trim, clip, Pk of 5	\$21.33	\$21.33
42	1.00	EA	VZFF-4230-NNNNNR / Compose, Frm,42Hx30W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std  OPTIONS TR- OMC	\$84.01	\$84.01
43	1.00	EA	VZFF-4236-NNNNNR / Compose,Frame,42"H x 36"W,Bs-No Pwr,Blt-No Pwr,No Asmb,No Base Trm/No Base Trm,,Level1  OPTIONS TR- OMC	\$91.96	\$91.96



City of Edina - Fire Station #1

219 - OPEN OFFICE

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
44	2.00	EA	VZTI-4030-FNN / Single Tile,40In.HX30In.W,For Use W/Compose,Fabric/Tackable,Std Core,No Tech OPTIONS PY- OFC	\$75.25	\$150.50
45	2.00	EA	VZTI-4036-FNN / Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech OPTIONS PY- OFC	\$83.21	\$166.42
46	2.00	EA	SCT-20-7115 / Very Task Chair,Fab Seat,Mesh Bk,4D Arms,Plstc Bse Hd Ctrs,Bk Lk, W/Lum, OPTIONS 3A- 018 MS- 00F TR- 00F TR- 00F TR- 00F	\$582.60	\$1,165.20
47	2.00	EA	JCTB-18 / X Series,Pedestal,Cushion Top Kit, 18"D OPTIONS 4H- OYA	\$81.85	\$163.70
48	1.00	EA	VZGK-1266-HS4R / Compose,Kit,Frameless,12"H X66"W,Steel,Standard,1/4" Glass,Radius OPTIONS TR-MC Metallic Champagne Grd B (Trim Color 1A) (SK_1E) Frosted Acrylic Grd D (Surface Color 1A) SK-1E Frosted Acrylic Grd D (Surface Color 1A)	\$549.37	\$549.37
49	2.00	EA	JPTA-18-SJC / X Series,Pedestal,Tug,B/F,18"D,PtdDrwFrt, Stl Lkrl,J Pull,Cstr,No Top,Handle OPTIONS TR- OMC LR- OBP	\$385.10	\$770.20



QUOTATION

6753-37818

VALID UNTIL 9/15/2022

City of Edina - Fire Station #1

219 - OPEN OFFICE

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
50	1.00	EA	LSET-2 / HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2 OPTIONS LX-OBP	\$0.00	\$0.00
51	1.00	EA	VZCW-0000-P / Compose,Wall Mount,Fits All Heights	\$34.98	\$34.98
52	1.00	EA	4658R-FDEX5472-4272EOC-F24 / Fundamentals EX, 3 Leg Base, 24" Flat Feet, For 4658R Wksf OPTIONS -PS Programmable Switch (SWITCH SELECTION) ~ Standard Cord (CHICAGO COMPLIANT 9' CORD) -S Silver (BASE COLOR CHOICE) ~ No Selection (MEMS ANTI COLLISION UPGRADE)	\$825.15	\$825.15
53	1.00	EA	64-FDEX54-72-F24 / Fundamentals EX, 2 Leg Base, 24" Flat Feet, For 64-69"W Wksf, C9 Compliant OPTIONS -PS Programmable Switch (SWITCH SELECTION) -S Silver (BASE COLOR CHOICE) ~ No Selection (MEMS ANTI COLLISION UPGRADE)	\$547.91	\$547.91

219 OPEN OFFICE 4 HAT CONVERSIONS

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
(4) 3 leg height adjustable bases to convert existng stations to sit stand.					
54	4.00	EA	4658R-FDEX5472-4272EOC-F24 / Fundamentals EX, 3 Leg Base, 24" Flat Feet, For 4658R Wksf OPTIONS -PS Programmable Switch (SWITCH SELECTION) ~ Standard Cord (CHICAGO COMPLIANT 9' CORD) -S Silver (BASE COLOR CHOICE) ~ No Selection (MEMS ANTI COLLISION UPGRADE)	\$825.15	\$3,300.59

Installation

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
55	1.00	EA	Installation / Receive, Deliver and Install product for Dispatch (126), Conference Room (218) and Open Office (219)	\$3,920.00	\$3,920.00

Christianson's Business Furniture
2828 13th Ave South
Fargo, ND 58103
Phone: (701) 293-3944
Fax: (701) 293-3626
<http://www.cbfplus.com/>



QUOTATION

6753-37818

VALID UNTIL 9/15/2022

City of Edina - Fire Station #1

CUSTOMER SIGN OFF

This quote is subject to potential freight cost adjustments, product surcharges, and lead time changes without notice that are out of our control.

subtotal	\$25,653.90
sales tax	\$0.00
total	\$25,653.90

Authorized Signature

Accepted Date

Print Name



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.L.

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: McCauley Trail Shared Use
Path Phase 1

ACTION REQUESTED:

Approve Request for Purchase for the McCauley Trail Shared Use Path, Phase 1, with New Look Contracting for \$221,921.

INTRODUCTION:

The Pedestrian and Bicycle Master Plan identified needed facilities for McCauley Trail from Gleason Road to Valley View Road. Staff has been meeting with adjacent property owners. This project would construct a shared-use path from Gleason Road to Timber Trail. Staff is calling this Phase 1 of the McCauley Trail Improvements. Future phase(s) will continue to be coordinated with adjacent property owners with an eye toward budgets available in the PACS fund.

Please note that staff have added 11 miles of sidewalks and trails to our Public Works maintenance staff workload in the past 10- years, and without additional staff and snowplow equipment, the level of service for snow removal on these newly constructed facilities will be reduced.

ATTACHMENTS:

Request for Purchase: McCauley Trail Shared Use Path Phase 1

Contract No. ENG22-19



CITY OF EDINA

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

Requisition Number

12200208

Request for Purchase

Department: Engineering

Buyer: Chad Millner

Date: 09/13/2022

Requisition Description: McCauley Trail Shared Use Path Phase 1

Vendor: NEW LOOK CONTRACTING INC

Cost: \$221,921.50

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

The Pedestrian and Bicycle Master Plan identified needed facilities for McCauley Trail from Gleason Road to Valley View Road. Staff has been meeting with adjacent property owners. This project would construct a shared-use-path from Gleason Road to Timber Trail. Staff is calling this Phase 1 of the McCauley Trail Improvements. Future phase(s) will continue to be coordinated with adjacent property owners with an eye toward budgets available in the PACS fund.

Please note that staff has been adding many miles of sidewalks and trails on our Public Works maintenance staff. The addition of 11 miles over the past 10-years. Without additional staff and snowplow equipment, the level of service for snow removal on these newly constructed facilities will be reduced.

BUDGET IMPACT:

This project is funded from the Pedestrian and Cyclist Safety Fund (PACS).

Future consideration of staff and equipment so that Public Works can continue to provide adequate snow removal level of service.

COMMUNITY IMPACT:

The shared use path is proposed to help fill gaps in the City's sidewalk network and will provide safe pedestrian facilities to enhance safety and convenience

ENVIRONMENTAL IMPACT:

A multi-modal transportation system typically reduces car trips by providing other transportation options such as walking and biking. A reduction in car trips reduces our carbon footprint.

CONTRACT NO. ENG 22-19

McCauley Trail 2022 Improvements

THIS AGREEMENT made this 20th day of September, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **New Look Contracting, 14045 Northdale Blvd., Rogers, MN 55374** ("Contractor"). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Instructions to Bidders.
- C. City of Edina General Contract Conditions.
- D. Specifications prepared by Chad A. Millner, P.E., dated September 2, 2022.
- E. Plan sheets numbered 1 to 31.
- F. Performance Bond.
- G. Payment Bond.
- H. Responsible Contractor Verification of Compliance
- I. Contractor's Bid dated September 12, 2022.

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

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

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

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

3. OBLIGATIONS OF THE CITY. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the Contractor's bid **\$221,921.50.**

4. PAYMENT PROCEDURES.

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

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

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

5. COMPLETION DATE.

The Work must be completed and ready for final payment by **November 11, 2022.**

6. CONTRACTOR'S REPRESENTATIONS.

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

methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the City the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the City.
 - (2) The Contractor is responsible to the City for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
 - (3) The Contract Documents shall not be construed as creating any contractual relation between the City and any subcontractor.
 - (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications.

8. INDEMNITY. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

9. MISCELLANEOUS.

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

- D. Data Practices/Records.
- (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. Copyright/Patent. Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from. If the equipment provided by the Contractor pursuant to this Agreement contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.
- F. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- G. Waiver. In the particular event that either party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either party, whether of the same or any other covenant, condition or obligation.
- H. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Agreement. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
- I. Severability. If any provision, term or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire agreement.
- J. Entire Agreement. This Agreement represents the entire agreement of the parties and is a final, complete and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- K. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- L. If the work is delayed or the sequencing of work is altered because of the action or inaction of the City, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.
- M. Responsible Contractor. This contract may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn Stat. § 16C.285, subd. 3.

CITY OF EDINA

BY: _____
Its Acting Mayor

AND _____
Its City Manager

CONTRACTOR

BY: _____
Its

AND _____
Its



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.M.

To: Mayor and City Council

Item Type:

Report / Recommendation

From: Alisha McAndrews, Finance Director

Item Activity:

Subject: Set December 6, 2022, as the Public Hearing Date for the 2023 Levy and Budget

Action

ACTION REQUESTED:

Set 7 p.m. December 6, 2022, as the Public Hearing Date for the 2023 Levy and Budget.

INTRODUCTION:

M.S. 275.065 requires that the City adopt a proposed budget and levy and certify the proposed levy to the county auditor by September 30. The county auditor will use this information to prepare and send parcel specific notices between November 11 and November 24.

The statute also requires that the City shall announce the time and place of the meeting when the budget and levy will be discussed and public input allowed. This public input must occur after November 24 and must start at or after 6 p.m. The time and place of the public input meeting must be included in the minutes but newspaper publication of the minutes is not required. The City is also required to certify the final property tax levy to the county auditor by December 27, 2022. The final levy may be less than or equal to, but not higher than, the preliminary levy.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.N.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Kelly Curtin, Human Resources Director

Subject: Approve 2022-2023 Union Contract for LELS Local
486 Police Sergeants

Item Activity:
Action

ACTION REQUESTED:

Approve new 2022-2023 union contract for Law Enforcement Labor Services (LELS) Local 486 Police Sergeants.

INTRODUCTION:

The Police Sergeants are a newly formed bargaining unit so the attached contract is a first contract, which has been negotiated in good faith by City and Union leadership, and is comparable to all other groups. The union has voted to approve this contract. The last step in the process is approval by the City Council.

Staff recommends approval of this contract.

ATTACHMENTS:

2022-2023 LELS 486 Sergeant Contract

LABOR AGREEMENT

Between

CITY OF EDINA

and

**LAW ENFORCEMENT LABOR SERVICES,
LOCAL NO. 486**



January 1, 2022, to December 31, 2023

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Article 1. Purpose of Agreement

This Agreement is entered into as of January 1, 2022, between the City of Edina, hereinafter called the Employer, and Law Enforcement Labor Services, Inc, Local #486, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

Article 2. Recognition

The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03 Subdivision 14, as ordered by the Bureau of Mediation Services Notice of Certification Unit Determination, Case No. 22PCE0351, dated 01/23/2021, for all personnel in the following job classifications:

Police Sergeant

Article 3. Definitions

- 3.1 Union: Law Enforcement Labor Services, Inc, Local #486.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc, Local #486.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The Edina Police Department
- 3.5 Employer: The City of Edina
- 3.6 Chief: The Chief of the Edina Police Department
- 3.7 Overtime: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.8 Scheduled Shift: A consecutive work period including rest breaks and a lunch break.

- 3.9 Rest/Meal Breaks: If the employee is required to remain on continual duty during break or meal time, the time will be considered paid rest/meal break. Break will be unpaid if employee is not required to remain on continual duty for 30 mins or more.
- 3.10 Strike: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.11 Probationary period is defined as twelve (12) months.

Article 4. Employer Security

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal function of the Employer.

Article 5. Employer Authority

- 5.1 The Employer retains full and unrestricted right to operate and manage all staffing, facilities, and equipment; to establish and administer 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. Union Security

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this article.

Article 7. Employee Rights – Grievance Procedure

7.1 Definition of 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.

7.2 Union Representative

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 their successors when so designated as provided by 6.2 of this Agreement.

7.3 Process of 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 a 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 that 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.

7.4 Procedure

Grievances, as defined by Section 7.1, 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 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 in writing to Step 2 within ten (10) calendar days after the

Employer-designated representative's final answer in Step 1. Any grievance not appealed 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. This is an extra step...is this consistent with Patrol?

Step 3-A. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 3 of the grievance procedure.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the Bureau of Mediation Services.

7.5 Arbitrator's Authority

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and Union and shall have no authority to make a decision on any other issue not so submitted.

- A. The arbitrator shall be without the 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.

- B. 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 representative 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.

7.6 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 in each step.

7.7 Choice of Remedy

If, as a result of the written Employer response in Step 3, 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 4 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article VII or another appeal procedure -- and shall sign a statement of the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

Article 8. Savings Clause

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Edina. 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. Seniority

- 9.1 Seniority shall be determined by the employee's length of continuous employment as a Sergeant with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or assigned employee may be returned to either Patrol Officer or Detective at the sole discretion of the Chief of Police.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of the layoff before any new employee is hired.
- 9.4 Assignments and duties will be assigned based on qualifications, performance, and needs of the Department as determined by the Police Chief.
- 9.5 Vacation will be selected on the basis of seniority.

Article 10. Discipline

- 10.1 The Employer will discipline for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) demotion;
 - d) suspension with or without pay; or
 - e) discharge
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be reviewed with the employee
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to this Article shall be initiated by the Union in Step 1 of the grievance procedure under Article 7.

Article 11. Work Schedules

- 11.1 The normal work year is approximately two thousand and eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

Article 12. Overtime

- 12.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 12.2 Overtime will be distributed by seniority, as practicable.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.4 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 12.5 Those employees who are scheduled and work on actual holidays of New Year's Day, President's Day, Easter, Memorial Day, Juneteenth, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, or Christmas Day shall receive one and one-half (1 1/2) times their regular rate of pay for the time worked.

Article 13. Court Time/Standby

- 13.1 An employee who is required to appear in court during their scheduled off duty time shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's base pay rate. If the court appearance is during the employee's off-duty time and the court appearance is canceled, the employee will be notified by email of the cancellation. If notification of cancellation is emailed less than forty-eight (48) hours prior to the scheduled appearance, the employee will receive two (2) hours pay at one and one-half (1 1/2) times the employee's regular pay rate. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the two (2) hour minimum. It will be the employee's responsibility to check their police department email account for cancellation notices.

- 13.2 An employee who is assigned to the overnight shift (1800-0600), who is required to appear in court the same day after working the shift, shall be paid at the rate of two (2) times the employee's regular pay rate. The employee must work a minimum of the first (8) hours of the shift to qualify for this pay rate.
- 13.3 An employee required to standby for court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. Employees required to standby during their off-duty time on the same day as that on which they complete an 1800-0600 shift shall receive a minimum of two (2) hours pay at the rate of two (2) times the employee's base pay rate. After the two (2) hour minimum has been reached, employees shall be paid at the rate of one (1) hour pay for each additional hour on standby. Notification of cancellation for standby is consistent with the procedure outlined in Article 13.1.

Article 14. Call Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

Article 15. Insurance

The Employer agrees to provide a \$70,000.00 accidental death and dismemberment insurance policy, the cost of which is to be shared in the following manner: Employee shall pay \$10.00 per year; the Employer shall pay the remaining cost of the premium.

The Employer will provide the same increase in employer contribution as is given to all other City employees. Each year after the contribution is determined, the City will provide a Memo of Understanding to the Union stating the City contribution amount.

Article 16. Uniforms

Uniform items in current use will be replaced as needed. Uniform items are those currently purchased by the Employer and exclude personal gear. Authorizations for additional new equipment rests exclusively with the Employer. Sergeants assigned to a plain clothes assignment in the investigations division shall be reimbursed for required clothing purchases subject to department guidelines.

Article 17. Injury on Duty

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will 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 seven hundred and twenty (720) hours per injury, not charged to the employees vacation, sick leave or other accumulated paid benefits, after a forty (40) hours initial waiting period per injury. The forty (40) hour waiting period shall be charged to the employee's sick leave account less Workers' Compensation insurance payments applicable to those days.

Article 18. Vacation

18.1 The following minimum vacation schedule shall apply to job classification covered by this Agreement:

0-5 years of service -	80 hours per year
6-10 years of service -	120 hours per year
Over 10 years of service -	8 additional hours per year not to exceed one hundred sixty-eight hours (168).

18.2 Employees may reduce their vacation balance by cashing out a maximum of forty (40) hours per calendar year.

18.3 Effective 1-1-13, employees will be able to accrue a maximum of four hundred eighty (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 four hundred eighty (480) hours will be paid to employees who leave in good standing upon termination of employment. The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

20.4 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 EVAA accounts are reflected on employee pay stubs and can be used in the following ways:

- Vacation or sick leave in one (1) hour increments.
- In November of each year, employees will have the option of cashing out up to forty (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.

Article 19. Severance Pay

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, 2018, and leave in good standing, shall receive a lump sum payment equal to 50% of their accrued and unused sick leave. They shall receive the following lump sum payment of 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 thirty (30) days of separation.

Article 20. Sick Leave with Pay

- 20.1 Employees shall accrue sick leave, at the rate of eight (8) hours per month
- 20.2 Paid sick leave may be used as defined in the City's Personnel Policies/Employee Handbook.

Article 21. Holidays

- 21.1 Employees shall receive ninety-six (96) hours each year. For rotating shifts, Employees have holidays calculated in the setting of their schedules. Non-rotating shifts follow City Holiday schedule as listed in the Employee Handbook.
- 21.2 For the purposes of this Article and Article 13.6 the holiday commences at 0000 hours the day of the official day and terminates at 2359 hours the day of the holiday.
- 21.3 All employees shall receive eight (8) hours floating holiday time for their use, which shall be scheduled in the same manner as vacation. If the floating holiday is not used during the calendar year, it is forfeited.
- 21.4 An employee called in to work on a holiday shall be paid for each hour actually worked at two (2) times the employees' base rate of pay if they were not scheduled to work during that time. Does not apply to contract work.

Article 22. Employee Fitness Incentive

Employees eligible for the fitness incentive shall receive not more than \$650 per year be applied to the cost of dues or fees for individual gym membership or use of a qualifying fitness facility or program. In no event shall the amount of the incentive paid exceed the actual cost of the dues, fees or program costs.

Article 23. P.O.S.T. Board Licensure

The City will pay the P.O.S.T. license fee for all employees covered by this contract.

Article 24. Waiver

- 24.1 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.
- 24.2 The parties mutually acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition 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 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 25. Duration

This Agreement shall be effective January 1, 2022, except herein noted, and shall remain in full force and effect until the 31st day of December 2023.

Signature Page

In witness thereof, the parties hereto have executed this Agreement on this 28th day of July 2022.

FOR CITY OF EDINA:

City Manager

Human Resources Director

FOR LELS LOCAL #486:

Business Agent

Steward

Steward

Appendix A

1. WAGE RATES FOR 2022 and 2023

	January 1, 2022 (2.0%*)	January 1, 2023 (4.25%)
Start	\$92,058.08	\$95,970.55
After Year 1	\$98,193.75	\$102,366.98
After Year 2	\$104,329.68	\$108,763.69
After Year 3	\$110,465.35	\$115,160.13
After Year 4	\$116,907.01	\$121,875.56
After Year 5	\$123,776.95	\$129,037.47

MEMORANDUM OF UNDERSTANDING

**between the
CITY OF EDINA POLICE DEPARTMENT and
the
LELS LOCAL 486 on behalf
of the
SERGEANTS**

Advanced Resignation Program

Members of the bargaining unit will be eligible to participate in the department's advance resignation notice program as it may be amended from time to time on the same basis as for non-union members of the Police Department.

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging employees to give the City advance notice of their intent to resign. The purpose of this program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled. The last day of work is defined, for this program, as the last day that an employee will be actively working for the City (not on paid or unpaid leave).

The City reserves the right to not replace any employee who resigns or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advance Notice payment.

This program is available to regular full-time sworn officers with the rank of police officer or sergeant.

In order to be eligible for an Advance Notice payment an employee must give at least 90 calendar days of notice to the police chief before his or her last day of work. The City reserves the right to approve or deny requests for use of accrued benefit hours during the 90–120-day period. It is the policy and intent for an employee requesting an Advance Notice Incentive to remain actively working for the City and not use extended paid or unpaid time off during the 90–120-day period. Vacation or sick leave during this time must be approved by the Chief or Deputy Chief.

The agreement must be signed by the employee, the Police Chief, and Human Resources to be effective. The City reserves the right to refuse to enter into this agreement with any employee who is under investigation for misconduct, has been disciplined for misconduct, or is on a performance improvement plan. For purposes of this policy the term day(s) shall mean calendar day(s).

The City will provide the following one-time payment for advance notice:

- Ninety (90) days: \$1,000.00
- One Hundred and Twenty (120) days: \$1,500.00

Payment will be made on or after the employment termination date. Payment is subject to taxation and required deductions.

ADVANCE RESIGNATION NOTICE POLICY

Once signed, Employee may not rescind their agreement without the City's agreement to either permit rescission or defer the resignation. Refusing to accept the Advance Notice payment will not void the agreement. In the event the Employee breaches this Agreement by terminating employment with the City in advance of the agreed upon resignation date, the Employee forfeits all eligibility for any advance resignation incentive. In addition, the Employee's separation from employment may be considered by the City as "not in good standing" and this determination may be relayed to the inquiries of the Employee's prospective

employers. Breach of the Agreement may also serve as basis for ineligibility from future employment with the City.

If a qualifying Family/Medical Leave Act (FMLA) event occurs during the effective period (90-120 days) of the agreement, such event shall be characterized as breach for good cause and the City shall release the employee from the agreement and disqualify the employee from the incentive payment.

This policy may be changed, terminated or withdrawn by the City at any time and such change, withdrawal, or termination will not apply to individuals who have already been approved to participate.

For the City of Edina:

For LELS, Local 486:

Kelly Curtin, HR Director

Adam Burnside, Business Agent

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING

between the
CITY OF EDINA POLICE DEPARTMENT and
the
LELS LOCAL 486 on behalf
of the
SERGEANTS

Health Care Savings Plan

Statement of Purpose

The Health Care Savings Plan (HCSP) is a program that allows City of Edina regular full-time employees to set aside their severance benefit into an account to pay medical expenses and/or health insurance premiums after they are no longer employed by the City. Employees can choose between investment options provided by the plan administrator. Assets in the account accumulate tax-free and, since payouts are used for qualified medical expenses, they remain tax-free.

Eligibility

The City of Edina and Law Enforcement Labor Services, Local 486 agree that members in the Sergeant Bargaining Unit will participate in the City's Health Care Savings Plan outlined as follows:

Program

Severance payments upon termination of employment will be used to fund the HCSP.

- Employees with less than five years of service do not contribute to the HCSP.
- For all employees with five or more years of service participation in the HCSP is mandatory.
- Employees eligible to receive a severance payment for unused sick leave at termination of employment must contribute 100% of the sick leave portion of their severance to the HCSP.
- Employees eligible to receive a severance payment for unused vacation at termination must contribute 100% of the vacation portion of their severance to the HCSP account.
- Employees eligible to receive a severance payment for unused time in their Excess Vacation Accrual Account (EVAA) at termination must contribute 100% of the EVAA portion of their severance to the HCSP account.
- Employees eligible to receive six weeks of severance pay at termination instead of payment for sick leave must contribute the entire six weeks of severance payment to their HCSP account.
- In some cases, current law or IRS guidelines may allow an employee to opt-out of this program. Employees may not opt out of or otherwise be considered ineligible to contribute to the HCSP except as permitted by law and approved by the City's Plan Administrator. Such election to waive participation is irrevocable.

For the City of Edina:

For LELS, Local 486:

Kelly Curtin, HR Director

Adam Burnside, Business Agent

Dated: _____

Dated: _____



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.O.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Ryan Quinn, EMS Chief

Item Activity:

Subject: Request for Purchase: Replace Automated CPR
Devices

Action

ACTION REQUESTED:

Approve Request for Purchase for replacement automated CPR devices from Stryker Sales Corporation for \$55,530.

INTRODUCTION:

Stryker Lucas automated CPR devices are the only devices that fit with our current bundle of care that is utilized during cardiac arrest management. The replacement version 3.1 provides continuity of operations and is a sole source bid.

ATTACHMENTS:

Request for Purchase: Replace Automated CPR Devices



CITY OF EDINA

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

Requisition Number

12200209

Request for Purchase

Department: Fire

Buyer:

Date: 09/14/2022

Requisition Description: automated CPR devices

Vendor: STRYKER SALES CORPORATION

Cost: \$55,530.60

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION: automated CPR devices

BUDGET IMPACT: equipment replacement levy

COMMUNITY IMPACT: support medical care

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: September 20, 2022

Agenda Item #: VI.P.

To: Mayor and City Council

Item Type:

Other

From: Lisa A. Schaefer, Assistant City Manager

Item Activity:

Subject: Approve League of Minnesota Cities Annual
Membership Dues

Action

ACTION REQUESTED:

Approve payment of League of Minnesota Cities Annual Membership Dues (LMC) for \$33,462.

INTRODUCTION:

LMC provides services to member cities including education, training, policy development, risk management, and advocacy. Annual membership dues for the City are \$33,462. Members of LMC can also participate in League of Minnesota Cities Insurance Trust (LMCIT). The City's property, casualty, and worker's compensation insurance is through LMCIT.

ATTACHMENTS:

LMC Membership Dues 2022-2023

LMC Annual Report 2020-2021



Invoice Number: 366246

Membership Dues Invoice

Effective during 2022-2023

City of Edina

Dues Amount: \$33,462

(Dues amount rounded to nearest dollar.)

Population: 53,572

(Population represents the 2021 State Demographer and Metropolitan Council Estimates.)

Dues are based on your population. See how we calculated your dues at: www.lmc.org/dues

For membership dues in the League of Minnesota Cities for the year beginning September 1, 2022. Annual dues for membership in the League of Minnesota Cities include subscriptions to Minnesota Cities magazine.* Pursuant to the disclosure requirements of Minnesota Statutes, Section 6.76, the proportionate amount of dues spent for lobbying purposes is 11.0%. This percentage is reported to the State Auditor as required by statute.

Payment from Public Funds Authorized by Minn. Stats, Sec. 465.58

I declare under the penalties of law that the foregoing account is just and correct and that no part of it has been paid.

Dated: September 1, 2022

David J. Unmacht
Executive Director, League of Minnesota Cities

Please Remit To:

Finance Department
League of Minnesota Cities
145 University Ave W
St Paul, MN 55103-2044

Include this invoice or reference
invoice #366246 with your
payment.

Questions: billing@lmc.org

*Annual dues include subscriptions to *Minnesota Cities* magazine at \$30 per subscription according to the following schedule based on population: 249 or less, 6; 250-4999, 11; 5000-9999, 15; 10000-19999, 20; 20000-49999, 25; 50000-299999, 30; 300000+, 35. For further information on subscriptions contact the League offices. This information is given in order to meet postal regulations. Please do not use as a basis for payment.

Annual Report

2020-2021

Responding Leading Supporting Thriving



Throughout the COVID-19 pandemic, with dedication and resilience, League personnel worked to support cities in many ways as we learned to thrive in a virtual world.

LEARN MORE INSIDE.





Message from Executive Director
David Unmacht

We Still Got This

In 2013, when the League celebrated its centennial anniversary, we published a colorful timeline showing events of significance throughout the decades from 1913-2013. It includes a lot of interesting and fun facts and photos from the League's history, as well as other notable historical moments. One reference in the timeline for the year 1918 now has even more meaning than it did to us when we published it in 2013: "The League cancels its Annual Conference because of a ban on public meetings due to the [1918] flu epidemic."

When we look back on 1918, we see it as a year without the distinction of details or days. When we look back at 2020-2021, we still see days because it's too close in the rearview mirror to see the entirety of what we've overcome. Yet, since March of 2020, we have experienced a lifetime's worth of uncertainty, change, and memories, and we are not yet finished.

This past fiscal year, the League delivered member services in an unprecedented way, and this Annual Report highlights some of our work. It is no surprise that a once-in-a-century pandemic experience, coupled with social unrest and economic instability, remains the most dominant influence on most of our members and our organization. This report is intended to capture the wide view of all of our work from Sept. 1, 2020, to Aug. 31, 2021.

I wrote about the initial stages of the COVID-19 pandemic in our 2019-2020 Annual Report. Now, one year later, we are closer to the end and have a significant amount of experience and knowledge to recall. One lesson is a certainty, gathered by countless first-person testimony from our city officials: This pandemic has not impacted our member cities equally or equitably. From minor or inconsequential impacts to significant challenges organizationally, socially, and economically, each of you have your own stories to share.

As I reflect on the one sentence that summarized the 1918 pandemic, I offer my reflection on how to capture the essence of the League's work this past year for future generations to know and understand:

Throughout the pandemic, with great dedication and resilience, League personnel worked to support cities in many ways. Programs, webinars, research, and advice were in high demand, and we immediately shifted to an all-virtual experience to keep everyone safe. The League was the go-to source for real-time information on COVID-19 impacts, health guidelines, and federal aid. Working closely with our members, the League's spirit was succinctly captured in credo at the time with this phrase: #WeGotThis.

OUR MISSION

The League of Minnesota Cities promotes excellence in local government through effective advocacy, expert analysis, and trusted guidance for all Minnesota cities.

OUR VISION

We envision a future for Minnesota and the League where:

- ▣ All cities are thriving, taking advantage of new opportunities, and successfully meeting ongoing challenges.
- ▣ The League continues to provide premier service to its members, and is recognized as the trusted, authoritative, and unified voice on issues affecting cities.

LEARNING IN A VIRTUAL WORLD



While in-person events were largely put on hold this year, members took advantage of dozens of unique and creative online events and learning opportunities hosted by the League.

In October 2020, the **LMC Live! series** of webinars took the place of traditional Regional Meetings and hosted more than 900 city officials during seven live webinars over five days. Highlights included a legislative update, police accountability with Department of Public Safety Commissioner John Harrington, an economic outlook for cities, elections, public safety mental health, and a briefing from Gov. Tim Walz.

In January, the League kicked off 2021 with a reinvention of the **Elected Leaders Institute**. The Foundational program (for elected leaders in their first one to two years in office) was a blended learning program that included both live sessions in Zoom and on-demand courses in our new online learning platform, MemberLearn. The Advanced program consisted of four interactive live Zoom sessions over two weeks in February.



MemberLearn courses, developed by the League specifically for Minnesota city officials, allow members to access educational courses anytime and anywhere. MemberLearn courses are custom-built by the League to be fun, easy to engage with, and educational for both elected officials and staff. Some courses are available for individual purchase, and some are also used as part of a blended learning program, which have on-demand and live sessions like the Elected Leaders Institute.

Throughout the winter and spring, the League's Intergovernmental Relations staff kept members informed via the **2021 Legislative Series**, which included two live webinars and a series of short podcasts to keep cities up to date on what was happening at the Capitol.

Spring Safety & Loss Control Workshops also went virtual and offered topics like social media, public safety communications, new officer physical abilities testing, playground safety, and more.

In June, the **LMC 2021 Virtual Annual Conference** presented keynote speakers University of Minnesota Head Football Coach P.J. Fleck and former Minnesota Viking and Minnesota Supreme Court Justice Alan Page, as well as several timely educational sessions.

The **Road to Recovery** webinar series kicked off in March with an introduction to the American Rescue Plan Act (ARPA) funding. Throughout the spring and summer, Road to Recovery webinar topics included several subsequent ARPA funding updates and best practices for returning to work. Additional webinars on timely topics like public safety use of force, race equity, budgeting for technology, and residential protests also proved extremely popular.



While we hope to see you again in person soon, we also look forward to finding new and innovative ways to keep learning and thriving in a virtual world.

Supporting Public Safety Professionals

The League and League of Minnesota Cities Insurance Trust (LMCIT) have been active in responding to the evolving and critical needs of the public safety community this past year. The goal is to support public safety employees and the people they serve.

ADDRESSING MENTAL HEALTH ISSUES

The Trust Board and staff have continued to prioritize addressing the human and financial costs of post-traumatic stress disorder (PTSD) in public safety personnel. Led by Public Safety Program Coordinator Lora Setter, staff are partnering with medical and public safety stakeholders to better understand how trauma affects first responders, how departments and city leaders can support mental wellness, and what strategies can ensure that a PTSD diagnosis doesn't mean the end of a career or a life.

One strategy that shows promise in preventing and treating PTSD and other mental health issues is the practice of public safety peer support. The Peer Support Advisory Board was established to provide guidance and help in educating and promoting peer support programs across the state. In addition, the League's new PTSD and Mental Health Toolkit for public safety professionals, available on the LMC website, is a great place to learn more.

The Trust also helped to convene a task force of law enforcement and mental health professionals with the goal of developing a white paper and model policy for responding to mental health calls in the field. Those resources are meant to help improve safety and outcomes for these challenging interactions.

RECOGNITION

Outgoing LMC President Brad Wiersum, mayor of Minnetonka, showed his appreciation for Minnesota first responders by giving them the 2021 President's Award. Wiersum said he wanted to honor first responders for always answering the call for service in a crisis, for their leadership in addressing health and wellness issues both within the community and their own agencies, and for their dedication to ensuring mutual trust with the residents they serve.



Maple Grove Police Chief Eric Werner (left), president of the Minnesota Chiefs of Police Association, and Brooklyn Park Fire Chief John Cunningham, president of the Minnesota State Fire Chiefs Association, accept the LMC 2021 President's Award from Brad Wiersum.



NEW TRAINING, TESTING, AND TOOLS

LMCIT's PATROL program (Peace Officer Accredited Training Online)



ended the year with 367 law enforcement agencies and eight accredited colleges enrolled. This year, the program quickly advised agencies about legislative changes to the use-of-force statute, developed additional courses about autism, and launched a series of constitutionally based training.



Former Brooklyn Park Deputy Police Chief Todd Milburn was on the steering committee that helped develop the new physical abilities test.

The League also launched a new physical abilities test for police officers. Developed with experts in the field, the test has been validated in accordance with federal Equal Employment Opportunity Commission standards. It can potentially reduce injuries by helping to ensure your new officers are fit to perform the essential functions of the job.

In addition, Trust and League staff worked with members to develop a neighborhood protest checklist for cities that are experiencing picketing or protests in residential areas. The tool can help your team protect lawful activity, while also identifying and addressing unlawful behavior.

NEW LMC PUBLIC SAFETY LEADER

A familiar face behind the League's public safety work, Rob Boe, retired in 2020. Tracy Stille, who previously served as a League loss control field consultant, has now replaced Boe as the LMC public safety project coordinator. He brings nearly 40 years of law enforcement and emergency management experience to this work.



Tracy Stille

As the COVID-19 pandemic continued to wax and wane throughout the past year, the League created resources to assist cities as they travel the road to recovery.

ASSISTING CITIES ON THE Road to Recovery

This year, the League developed many pandemic recovery resources for cities, including guidance on virtual council meetings, mask-wearing requirements, COVID-19 preparedness plans, and several of Gov. Tim Walz's executive orders. League staff also produced sample leave request forms to help cities comply with the Families First Coronavirus Relief Act, and provided links to COVID-19 materials in different languages.

In addition, League staff answered more than 1,500 questions from members on a variety of pandemic topics, including utility shut-offs, employee vaccinations, unemployment benefits, and quarantines.

LEGISLATIVE ADVOCACY WORK

The League's Intergovernmental Relations (IGR) staff worked extensively with the National League of Cities, the Minnesota congressional delegation, and the White House to advocate for flexible, direct federal assistance to all Minnesota cities. These efforts resulted in several COVID-19 assistance bills, including the American Rescue Plan Act (ARPA), which contained the direct federal assistance for all Minnesota cities that we had been seeking.

IGR staff navigated through a total of seven special legislative sessions (some of those in the previous fiscal year), as they advocated for city priorities like additional remote options for council meetings and improvements in future pandemic funding.

FEDERAL FUNDING

Many cities received federal CARES Act funding in 2020, and there were several requirements attached to those funds. The League offered webinars to help cities meet all the compliance, audit, and reporting requirements. Cities also received guidance from a League webinar on budgeting for new technology, since many cities used their CARES Act funds for that purpose.

ARPA passage in 2021 provided funding for ongoing pandemic needs via the Local Fiscal Recovery Fund. The League educated members on the longer time frame to use these funds (as compared to the time frame for CARES Act funds) and encouraged cities to take a thoughtful approach to using ARPA funds.

An LMC webinar introduced members to the Local Fiscal Recovery Fund and provided updates as the program took shape. The League partnered with Minnesota Management and Budget to offer a webinar guiding non-entitlement cities (generally those less than 50,000 in population) on applying for ARPA funds. Roundtable webinars allowed cities to meet, grouped by population, to exchange ideas on using the funds.

The League also produced model documents like the Resolution to Accept ARPA and documents associated with ARPA-subsidized employee benefits.

GUIDANCE FOR WORKPLACE PRACTICES

For cities continuing remote work, the League developed and offered the following resources to members:

- **Model Remote Work Policy.**
- **Webinar showcasing the efforts of three cities to provide a flexible workplace.**
- **Pilot program for video interviewing job applicants.**
- **Magazine article on virtual benefits enrollment.**
- **Web page with guidance on remote employees working outside of Minnesota.**
- **Webinar with two prominent labor relations experts featuring pandemic-related labor relations issues.**

As the uncertainty surrounding the pandemic lingers, the League will continue to provide resources and guidance to help cities through it.

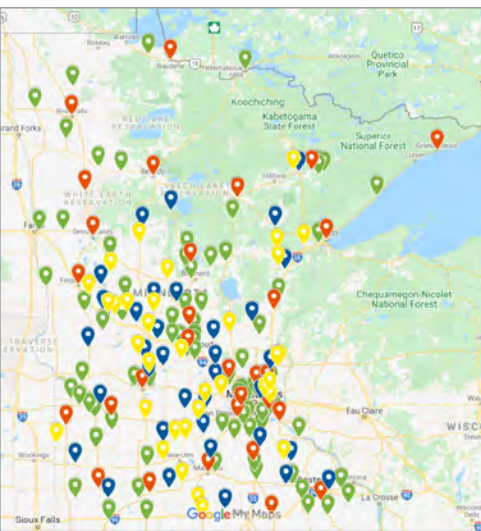
HIGHLIGHTS OF THE LEAGUE'S YEAR



➤ A **remodel of the League building's** first and second floors was completed in 2020 and provides more space specifically for members (shown in this photo).

Nearly **6,000 member inquiries** were answered by LMC staff on a variety of topics related to legal issues, human resources, city finance, technology, and more.

League staff conducted two pilot projects to **help cities with recruiting and hiring**. In one project, five cities tested a new platform to attract more people of color to city jobs. In the other, five cities tested out new online video interviewing software.



➤ The pandemic slowed down the League's in-person **member engagement**, but we still managed to do 68 visits around the state (as shown in this map) with 340 city officials from 185 cities.

The League launched new **cybersecurity** trainings and resources. LMCIT also worked with a consultant to evaluate members' cyber exposures.

LMCIT's loss control field consultants launched new tools to help cities develop **best practices for their fleet operations**, including transit, police, and maintenance vehicles.

The League's Minnesota Municipal Money Market Fund (**4M Fund**) added a new investment tool called the Limited Term Duration (LTD) Fund. It provides higher returns for longer-term reserves.

The League began work to develop a **small cities resource center** with information and resources tailored to our smaller members. Stay tuned for more on this!

MEMBER DEMAND DRIVES LEAGUE'S RACE EQUITY WORK

- The League carefully listened to members over the course of the past year to better understand how cities are encountering issues related to race, equity, diversity, and inclusion. City officials clearly articulated the importance of the League as a resource, as we received about 65 member inquiries seeking our information and input. City leaders challenged the League to widen its perspective to support cities with broader needs.
- Cities across the state are wrestling with distinctions unique to each community, including socioeconomic divisions (e.g., income, education, employment), partisan divides, and others — and they want to be more responsive to the citizens they serve. In many respects, these are new areas of emphasis, and developing basic skills to engage citizens is a high priority.
- To expand the League's resources available to members, staff pursued extended community engagement opportunities with neighborhood groups and other local organizations interested in advancing race equity, diversity, and inclusion.
- At the recommendation of members involved in the League's legislative advocacy work, legislative policy committees drafted a new policy that encourages state officials to take a leadership role by making it a priority to address race equity concerns.



LMC & LMCIT FINANCIALS REMAIN STRONG

Our financial base continues to be strong, allowing us to deliver a variety of resources and services to you, our members. Here are a few highlights:

Of the 853 cities in Minnesota in fiscal year 2019-2020, 98% were members of the League.

The LMC Board of Directors approved a 3% membership dues schedule increase for fiscal year 2019-2020.

LMC, including the Building Company, had a net position of \$15.9 million and assets of \$26.1 million.

The League’s general fund unassigned fund balance as of Aug. 31, 2020, was 29% of the following year’s total budgeted expenditures and transfers, falling within the 25%-35% range set in the LMC Board’s fiscal policies.

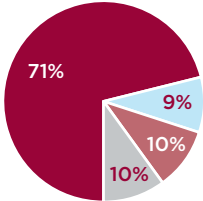
LMCIT had a combined net position of \$207 million and assets of \$598 million.

In December 2020, LMCIT distributed dividends totaling \$5.7 million to members of its property/casualty program, bringing the total amount of returned dividends since 1987 to \$338 million.

The League Board of Directors and staff continue to manage our financial resources within a member-centric and strategic fiscal culture. We operate within solid Board-adopted financial policies and are committed to being fiscally responsible and accountable for our annual operating and capital budgets.

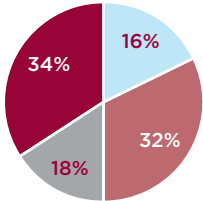
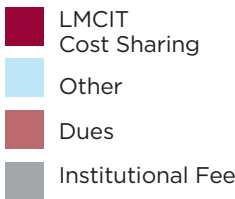
LMC GENERAL FUND EXPENDITURES & TRANSFERS

Total: \$10,500,416*



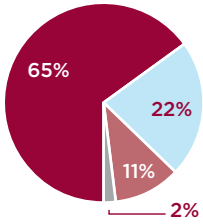
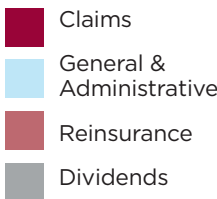
LMC GENERAL FUND REVENUES

Total: \$10,850,232*



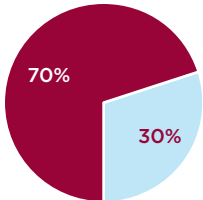
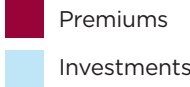
LMCIT EXPENSES

Total: \$122,670,495**



LMCIT REVENUES

Total: \$167,243,359**



* LMC numbers are the most recent audited numbers from fiscal year 2020 (9/1/19-8/31/20).
** LMCIT numbers reflect property/casualty program financials as of 5/31/20 and workers' compensation program financials as of 12/31/20, the most recent audited numbers.

LMC BOARD OF DIRECTORS 2020-2021

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Brad Wiersum
Mayor, Minnetonka

FIRST VICE PRESIDENT

D. Love
Mayor, Centerville

SECOND VICE PRESIDENT

Ron Johnson
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PAST PRESIDENT

Mike Mornson
City Manager, Hopkins

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Craig Clark
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Jon Lubke
Mayor, Jenkins

Jeff Lunde
Mayor, Brooklyn Park
(served through Dec. 2020)

Joshua Malchow
City Clerk-Administrator,
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Jenny Max
City Administrator,
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Margaret McCallum
City Administrator,
Mayer

Candy Petersen
Council Member,
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Jeff Pilon
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Donna Schmitt
Mayor, Columbia Heights
(served through Dec. 2020)

Jim Weikum
Mayor, Biwabik

CGMC REPRESENTATIVE

Audrey Nelsen
Council Member, Willmar

METRO CITIES REPRESENTATIVE

Myron Bailey
Mayor, Cottage Grove

MAOSC REPRESENTATIVE

Tim Burkhardt
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VICE CHAIR

Anna Gruber
City Administrator, Sartell

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Jake Benson
Council Member, Proctor

Clinton Gridley
City Administrator, Woodbury

D. Love
Mayor, Centerville

Alison Zelms
City Administrator, Rochester

David Unmacht
Executive Director, League of
Minnesota Cities



145 University Avenue West
St. Paul, MN 55103

www.lmc.org

 MinnesotaCities
#MnCities

 MinnesotaCities



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.Q.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Sharon Allison, City Clerk

Item Activity:
Action

Subject: Approve Mann Theatres Business Establishment
Name Change for Liquor License

ACTION REQUESTED:

Approve Mann Theatres business establishment name change for their liquor license from Mann Theatres dba Edina Theatres to Brainerd Entertainment LLC dba Edina Theatre.

INTRODUCTION:

The liquor license, which was recently approved by City Council, should have been in the name Brainerd Entertainment LLC dba Edina Theatre because Brainerd Entertainment LLC will be responsible for the daily operation and serving liquor at Edina Theatre.

Lt. Conboy conducted a background investigation and his report is attached.

ATTACHMENTS:

Background Investigation Report



BACKGROUND INVESTIGATION SUMMARY LIQUOR LICENSE APPLICATION

Establishment: Brainerd Entertainment LLC.
License: On-Sale License (full), On-Sale Sunday

The Edina Police Department has conducted a background investigation relating to a City of Edina application for an On-Sale Liquor (full) License and On-Sale Sunday Liquor License. The application was submitted by Brainerd Entertainment LLC., which will operate at 3911 W 50th St in Edina.

Brainerd Entertainment LLC., is registered with the State of Minnesota and is currently active in good standing with the Minnesota Secretary of State.


Brainerd Entertainment LLC., and/or its representatives are aware of the requirement for employee alcohol awareness training.

Owners/Partners/Members:

Mann, Stephen Theodore	Bloomington, MN
Mann, Michelle Monica	Edina, MN
Mann, Michael William	Minneapolis, MN

The owners/partners/members have been investigated. No criminal records which would negatively affect their license application were found.

From the information gathered during the course of the investigation, I have found nothing to preclude Brainerd Entertainment LLC., from obtaining this license.



Lt. Dan Conboy
Edina Police Department

September 12th, 2022



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VI.R.

To: Mayor and City Council

Item Type:

Other

From: Cary Teague, Community Development Director

Item Activity:

Action

Subject: Continue Action to October 6, 2022, for Resolution No. 2022-77 and Ordinance No. 2022-11: Preliminary Rezoning from PID, Planned Industrial District to PUD, Planned Unit Development, and Subdivision at 5146 Eden Avenue (Former Public Works Site)

ACTION REQUESTED:

Continue action to the October 6, 2022, City Council Meeting.

INTRODUCTION:

At the September 7, 2022, City Council meeting, the City Council motioned to take action on this item on September 20.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VII.A.

To: Mayor and City Council

Item Type:

Other

From: Jennifer Garske, Executive Assistant

Item Activity:

Subject: Proclamation: Declaring September 17-23
Constitution Week

Action

ACTION REQUESTED:

Motion adopting the Proclamation declaring September 17-23 Constitution Week.

INTRODUCTION:

Diana Lynch from the Monument Chapter of the Daughters of the American Revolution will be present to receive the Proclamation.

ATTACHMENTS:

Constitution Week Proclamation 2022

**PROCLAMATION
CONSTITUTION WEEK**
September 17-23, 2022

WHEREAS, it is the privilege of all Americans to commemorate the two hundred thirty fifth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, Public Law 915 guarantees the issuance of a proclamation by the President of the United States of America, designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, the City Council of the City of Edina, MN, hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution, reflect on the privilege of being an American with all the rights and responsibilities that privilege involves and reaffirm the ideals of the Constitution.

Dated this 20th day of September 2022.

Kevin Staunton, Acting Mayor



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: VIII.A.

To: Mayor and City Council

Item Type:

Report / Recommendation

From: Cary Teague, Community Development Director

Item Activity:

Subject: PUBLIC HEARING: Resolution No. 2022-81 and
Zoning Ordinance No. 2022-13: To revise the PUD-
16 Zoning District to include a new Overall
Development Plan and Site Plan Review for 7200 and
7250 France Avenue

Action

ACTION REQUESTED:

Close the public hearing at noon on September 26, 2022, and continue action to the October 6 City Council meeting.

INTRODUCTION:

Orion Investment is requesting a Zoning Ordinance Amendment for a completely new redevelopment project for the subject property. This site received a rezoning approval to Planned Unit Development-16 in 2019; however, the project was never constructed. The underlying, or previous zoning on the site is POD, Planned Office District. The existing PUD would allow two six-story buildings with 299 unit of housing and 30,000 square feet of retail/restaurants and 10 owner occupied townhomes. The previous POD, Planned Office District, would allow 113,000 square feet of office/medical office use.

The existing office buildings and parking ramp on the sites would be removed. The existing parking ramp is in a very poor state of repair. The project would be developed in two phases. The first phase would be the construction of a five-story 124,620 square foot office building and coffee shop with underground parking at the 7250 France Site. The 7200 site would include a ponding area, sidewalks, green space, landscaping and surface parking where the future building pad would be.

Phase 2 would include a similar sized building in height and square footage, with the future use of housing with retail (150 units). Permanent parking for Phase 1 would be required to be included in the Phase 2 development.

This request would require the following:

A Rezoning/Ordinance Amendment to revise the PUD-16, Planned Unit Development District to establish a new Overall Development Plan and Site Plan review for Phase 1.

ATTACHMENTS:

Staff Report and Memos

Applicant Narrative

AFO Review (Mic Johnson)

Site Location, Zoning, & Comp. Plan

Proposed Plans and Renderings 1 of 4

Proposed Plans and Renderings 2 of 4

Proposed Plans and Renderings 3 of 4

Proposed Plans and Renderings 4 of 4

Better Together Public Hearing Comment Report

Previously Approved Plans and Renderings

Southdale Design Experience Guidelines

Traffic and Parking Study

Resolution No. 2022-81

Ordinance No. 2022-13

Staff Presentation

Applicant Presentation



Date: September 14, 2022

To: Planning Commission

From: Cary Teague, Community Development Director

Subject: Zoning Ordinance Amendment, to revise the PUD-16 Zoning District to include a new Overall Development Plan and Site Plan Review for 7200 and 7250 France Avenue

Information / Background:

Orion Investment is requesting a Zoning Ordinance Amendment for a completely new redevelopment project for the subject property. This site received a rezoning approval to Planned Unit Development-16 in 2019; however, the project was never constructed. (See attached approved plans.) The underlying, or previous zoning on the site is POD, Planned Office District. The existing PUD would allow two six-story buildings with 299 unit of housing and 30,000 square feet of retail/restaurants and 10 owner occupied townhomes. The previous POD, Planned Office District would allow 113,000 square feet of office/medical office use.

The existing office buildings and parking ramp on the sites would be removed. The existing parking ramp is in a very poor state of repair. The project would be developed in two phases. The first phase would be the construction of a five-story 124,620 square foot office building and coffee shop with underground parking at the 7250 France Site. The 7200 site would include a ponding area, sidewalks, green space, landscaping and surface parking where the future building pad would be.

Phase 2 would include a similar sized building in height and square footage, with the future use of housing with retail (150 units). Permanent parking for Phase 1 would be required to be included in the Phase 2 development.

This request would require the following:

- A Rezoning/Ordinance Amendment to revise the PUD-16, Planned Unit Development District to establish a new Overall Development Plan and Site Plan review for Phase 1.

Flexibility is requested through the PUD for reduced setbacks building height, floor area ratio, building coverage and parking stalls.

The applicant has gone through the sketch plan process and per the attached applicant narrative have made the following changes to the plans in response:

- Address the West Promenade Street Room typology 1A:
 - incorporated Woonerf in north-south direction
 - bikes and vehicles share Woonerf with striped bike lanes and vegetated median strip.
 - due to extreme grade changes, the Woonerf itself was not determined to be appropriate location for pedestrians to share; pedestrian paths are closer to proposed buildings for safety and accessibility.
 - West 72 ½ street (AKA Danila Street)
 - Developed to become a pedestrian-only public realm and a network of accessible green spaces with art located at intersection with France
- Building scale and fenestration:
 - “75% of building walls to be at setback line to support creation of street room”
 - When considering Danila Street as “street” as defined by the applicable typologies, the proposed buildings meet this requirement.
 - “All building façades are prime (including parking) and must be designed accordingly. There is no back side of a building. “
 - Removed grocery store from program – all facades of proposed building have been carefully considered as prime with mix of human-scaled glazing and natural materials
 - “All facades on the first vertical 60 feet of a building (above grade) shall use natural materials facing the public realm.”
 - Natural materials have been selected for portions of all facades within first 60 feet of building above grade
 - “The landscape of the West Promenade should reinforce the characteristics of the neighborhood: tree lined to make sidewalks pleasant and safe to be on, creating a green vertical street room that is always pleasant to walk down”
 - Danila Street connects the greater Southdale district through this site with a pedestrian-scaled greenway featuring a mix of native landscape, paths with seating, and spaces primed for community events and art installations. This path connects further west to the beautified retention basin nature area, and to the north-south accessible pedestrian path connecting 72nd Street to Gallagher.

SUPPORTING INFORMATION

Surrounding Land Uses

- Northerly: Senior Housing, Sunrise assisted living facility; zoned PSR-4, Planned Senior Citizen District and guided OR, Office Residential.
- Easterly: Macy’s Home Store; zoned PCD-3, Planned Commercial District and guided MXC, Mixed Use Center.
- Southerly: Office building; zoned POD-I, Planned Office District and guided OR, Office Residential.
- Westerly: Apartments and duplexes; zoned PRD, Planned Residential District and guided High Density Residential, and zoned R-2, Double Dwelling Unit District and guided Low Density Residential.

Existing Site Features

The subject property is 5.2 acres in size, contains two existing 4-story office buildings, a parking ramp, surface parking and a wooded area. The parking ramp is in an extremely poor condition.

Planning

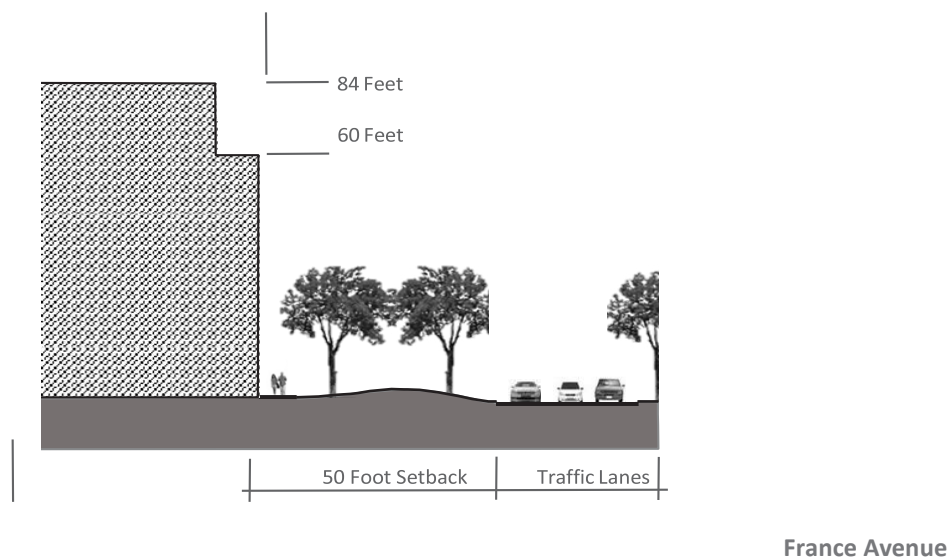
Guide Plan designation: OR, Office Residential.
Zoning: PUD-16, Planned Unit Development -16

Greater Southdale District Design Experience Guidelines - City Goals

The development pattern is generally consistent with the previously approved plans and does attempt to address the Greater Southdale District Design Experience Guidelines. The following remain the highlights the proposal: The division of the property into smaller blocks and the provision of public pedestrian and vehicle access and connections through the site (comprises 19% of the entire site); At final build out, there would be no visible surface parking stalls from France Avenue, and public realm created through the site. Phase I does include a surface parking lot with 83 parking stalls.

The applicant has not followed the street room typology for the east-west street (Typology 4), where the building must step in after the initial 60 feet in height. That is the same for the area along France. Below is the typology that should be followed along France:

Dimensional Characteristics of Street Room Typology 2 *Cornelia Overlay at France Avenue*



At sketch plan review, Mic Johnson, AFO, the City's consultant on the Greater Southdale Area Vision Plan reviewed the revised plans and has provided feedback. (See attached AFO review.) The applicant has attempted to address the AFO review. (See attached applicant narrative.)

Meeting these street room typologies could be made a condition of any approval.

Parking

Based on the City Code requirement, Section 36-1311, (this application was made prior to the adoption of the new parking regulations) Phase I, 124,620 s.f. of office and a 2,200 s.f. coffee shop would require 700 parking stalls (**423 under the new ordinance.**) The project would provide 317 parking stalls, 219 underground stalls and 15 surface stalls on the Phase I site, and 83 parking stalls on the Phase 2 site to the north. At full build out, including the additional 150 units of housing and 10,000 square feet of retail would require 900 parking stalls (**606 under the new ordinance.**) The project would provide 468 parking stalls.

Stantec conducted a parking study to determine if the parking provided would be adequate. The study concludes that there would be adequate parking in both Phase I and Phase 2. (See attached study.) Parking needed for Phase I is 289 stalls (317 provided) and Parking needed for Phase 2 is 356 stalls (468 provided).

Site Circulation/Access/Traffic

Primary access to the proposed development would be off Gallagher Drive and 72nd Street. The access off France Avenue has been eliminated. The result of the elimination of that access allows more green space on the site, as the right turn land is eliminated.

Stantec conducted a traffic study. The study concludes that the existing roadways can be supported by the project. (See attached traffic study.)

Landscaping

Based on the perimeter of the site, 55 overstory trees would be required. The proposed plans show that over 100 overstory trees on site. A full complement of understory shrubs and bushes are also proposed.

Grading/Drainage/Utilities

The city engineer has reviewed the proposed plans and found them to be acceptable subject to the comments and conditions outlined in the attached memo. A site improvement plan agreement would be required to outline public vs. private responsibilities and ownership for private improvement on public property. Any approvals of this project would be subject to review and approval of the Nine Mile Creek Watershed District, as they are the City's review authority over the grading of the site.

Building/Building Material

The building materials would be a combination of brick, stone, architectural metal panels, and glass. The applicant will have a materials board for review at the Planning Commission meeting.

Mechanical Equipment

Any rooftop and/or ground level equipment would have to be screened if visible from adjacent property lines.

Loading Dock/Trash Enclosures

Loading area and trash enclosures would be on the inside of the building/parking ramp.

Building Height

The previously approved project for this site allowed building height up to 67.5 feet. The previous building height requirement for this site was 4 stories and 48 feet. The applicant is requesting flexibility from this standard through the new PUD rezoning of 84 feet.

Within the underlying POD zoning district, the Edina City Code requires that buildings 5-6 stories tall be setback two times the height of the building from the property line of single-family homes. The building height is 84 feet; therefore a 168-foot setback is required. The distance as proposed would be 255 feet, therefore would be code compliant.

Living Streets/Multi-Modal Consideration

Sec. 36-1274. - Sidewalks, trails and bicycle facilities.

- (a) In order to promote and provide safe and effective sidewalks and trails in the City and encourage the use of bicycles for recreation and transportation, the following improvements are required, as a condition of approval, on developments requiring the approval of a final development plan or the issuance of a conditional use permit pursuant to article V of this chapter:
 - (1) It is the policy of the City to require the construction of sidewalks and trails wherever feasible so as to encourage pedestrian and bicycle connectivity throughout the City. Therefore, developments shall provide sidewalks and trails which adjoin the applicant's property:
 - a. In locations shown on the City's sidewalk and trail plan; and
 - b. In other locations where the council finds that the provision of such sidewalks and trails enhance public access to mass transit facilities or connections to other existing or planned sidewalks, trails or public facilities.
 - (2) Developments shall provide sidewalks between building entrances and sidewalks or trails which exist or which will be constructed pursuant to this section.
 - (3) Developments shall provide direct sidewalk and trail connections with adjoining properties where appropriate.
 - (4) Developments must provide direct sidewalk and trail connections to transit stations or transit stops adjoining the property.
 - (5) Design standards for sidewalks and trails shall be prescribed by the engineer.
 - (6) Nonresidential developments having an off-street automobile parking requirement of 20 or more spaces must provide off-street bicycle parking spaces where bicycles may be parked and secured from theft by their owners. The minimum number of bicycle parking spaces required shall be five percent of the automobile parking space requirement. The design and placement of bicycle parking spaces and bicycle racks used to secure bicycles shall be subject to the approval of the city engineer. Whenever possible, bicycle parking spaces shall be located within 50 feet of a public entrance to a principal building.
- (b) The expense of the improvements set forth in subsection (a) of this section shall be borne by the applicant.

The proposal to add 150 units of housing and an office building with retail/commercial uses on France Avenue with extensive pedestrian walkway opportunities through and around the perimeter of the site would enhance the pedestrian experience in the area. The plans are consistent with the vision document for the Greater Southdale Area by providing a 50-foot

setback on France Avenue and 72nd Street. The Setback on Gallagher Drive is proposed at 25 feet, consistent with the previously approved plans.

Planned Unit Development (PUD)

Per Section 36-253 the following are the regulations for a PUD:

- 1. Purpose and Intent. The purpose of the PUD District is to provide comprehensive procedures and standards intended to allow more creativity and flexibility in site plan design than would be possible under a conventional zoning district. The decision to zone property to PUD is a public policy decision for the City Council to make in its legislative capacity. The purpose and intent of a PUD is to include most or all of the following:***
 - a. provide for the establishment of PUD (planned unit development) zoning districts in appropriate settings and situations to create or maintain a development pattern that is consistent with the City's Comprehensive Plan;***
 - b. promote a more creative and efficient approach to land use within the City, while at the same time protecting and promoting the health, safety, comfort, aesthetics, economic viability, and general welfare of the City;***
 - c. provide for variations to the strict application of the land use regulations in order to improve site design and operation, while at the same time incorporate design elements that exceed the City's standards to offset the effect of any variations. Desired design elements may include: sustainable design, greater utilization of new technologies in building design, special construction materials, landscaping, lighting, stormwater management, pedestrian oriented design, and podium height at a street or transition to residential neighborhoods, parks or other sensitive uses;***
 - d. ensure high quality of design and design compatible with surrounding land uses, including both existing and planned;***
 - e. maintain or improve the efficiency of public streets and utilities;***
 - f. preserve and enhance site characteristics including natural features, wetland protection, trees, open space, scenic views, and screening;***
 - g. allow for mixing of land uses within a development;***
 - h. encourage a variety of housing types including affordable housing; and***
 - i. ensure the establishment of appropriate transitions between differing land uses.***
- 2. Applicability/Criteria***
 - a. Uses. All permitted uses, permitted accessory uses, conditional uses, and uses allowed by administrative permit contained in the various zoning districts defined in this Chapter shall be treated as potentially allowable uses within a PUD district, provided they would be allowable on the site under the Comprehensive Plan.***
 - b. Eligibility Standards. To be eligible for a PUD district, all development should be in compliance with the following:***
 - i. where the site of a proposed PUD is designated for more than one (1) land use in the Comprehensive Plan, the City may require that the***

- PUD include all the land uses so designated or such combination of the designated uses as the City Council shall deem appropriate to achieve the purposes of this ordinance and the Comprehensive Plan; any PUD which involves a single land use type or housing type may be permitted provided that it is otherwise consistent with the objectives of this ordinance and the Comprehensive Plan;***
- ii. permitted densities may be specifically stated in the appropriate planned development designation and shall be in general conformance with the Comprehensive Plan; and***
 - iii. the setback regulation, building coverage and floor area ratio of the most closely related conventional zoning district shall be considered presumptively appropriate, but may be departed from to accomplish the purpose and intent described in #1 above.***

The previously approved plans were found to meet the above standards, and therefore, the site was rezoned to PUD. While the plans have been downgraded to make for a more economically feasible project, staff believes the proposal would still meet the purpose and intent of the PUD, as most of the above criteria would be met. The site is guided in the Comprehensive Plan for “Office Residential,” which allows for office, retail and multi-family housing in a density range of up to 75 units per acre. The proposal still is a mixed-use (horizontal mixed-use) development including office, retail, and multi-family residential within the required density range.

The previous project and existing zoning on this site requires affordable housing to be provided within the project. Staff recommends that the multi-family housing development provide 10% of the units within the project for affordable housing.

The proposal would create a more efficient and creative use of the property than existing. The site would be divided up with a public north-south vehicle, bike and pedestrian path as well as an east west pedestrian path. Parking would be primarily enclosed with limited surface parking behind the building, eliminating the surface parking that exists today.

The project will be required to meet the City’s sustainability policy. The sustainability coordinator has reviewed the proposal and submitted comments within the engineering memo. (See attached.)

Comprehensive Plan

The proposed density and uses are all consistent with the City’s 2040 Comprehensive Plan. As mentioned, the site is designated as OR, Office Residential. The description of Land Uses within the Comprehensive Plan is as follows:

- *Transitional areas along major thoroughfares or between higher-intensity districts and residential districts.*
- *Upgrade existing streetscape and building appearance, improve pedestrian and transit environment.*
- *Primary uses are offices, attached or multifamily housing. Secondary uses: Limited retail and service uses (not including “big box” retail).*
- *Encourage structured parking and open space linkages where feasible; emphasize the enhancement of the pedestrian environment.*
- *50%/50% estimated residential/commercial mixed-use.*

Compliance Table

	City Standard (PUD-16) (Measured to the curb)	POD District (Measured to the curb)	Proposed (Measured to the curb)
Front – 72 nd Street Front – France Ave. Front – Gallagher Drive Side – West (north half) Side – West (south half)	35 feet 39 feet 20 feet 90 feet 45 feet	30 feet 50 feet 30 feet 20 feet 20 feet	30 feet 50 feet 25 feet* 150 feet 90 feet
Building Height	6 stories and 67 feet	4 stories and 48 feet	5-6 stories and 84 feet*
Floor Area Ratio (FAR)	1.8	.50	1.0*
Building Coverage		.30	.31*
Parking		Office/retail – 456 spaces Housing – 150 spaces Total – <u>606 spaces</u>	468 spaces*

***Requires Variance from the original zoning requirement**

PRIMARY ISSUES/STAFF RECOMMENDATION

Primary Issues

- **Are the proposed changes to the approved Overall Development Plan reasonable to justify amending the PUD rezoning for this site?**

Yes. Staff does support the revised PUD, for the following reasons:

1. While the plans are more flawed than the previously approved plans, they still do generally address the Greater Southdale District Design Experience Guidelines. Highlights continue to include: The division of the property into smaller blocks and the provision of pedestrian, bicycle and vehicle access and connections through the site both east-west and north-south; increasing the public realm on the site; eliminating most of the surface parking stalls, with none being visible from France Avenue in the Phase 2 build out. The street typology that requires buildings step in 10 feet above 60 feet in height shall be made a condition of approval. Affordable housing should be required within the future apartment project as well as public art located along France Avenue. They will be seeking a LEED certified building in Phase I.
2. The project would meet the following goals of the Comprehensive Plan:
 - Primary uses are offices, attached or multifamily housing. Secondary uses: Limited retail and service uses (not including "big box" retail).
 - Encourage structured parking and open space linkages where feasible; emphasize the enhancement of the pedestrian environment.
 - Locate and orient vehicle parking, vehicular access, service areas and utilities to minimize their visual impact on the property and on adjacent/surrounding properties, without compromising the safety and attractiveness of adjacent streets, parks, and open spaces.
 - Provide sidewalks along primary streets and connections to adjacent neighborhoods along secondary streets or walkways.
 - Limit driveway access from primary streets while encouraging access from secondary streets.
 - Provision of the north-south public vehicle, bike and pedestrian connection through the site.
 - Encourage the development of parking lots or structures so they can be shared by more than one building on the site or by buildings on neighboring sites, and which can transition over time to other uses if parking needs change.
 - Increase mixed-use development where supported by adequate infrastructure to minimize traffic congestion, support transit, and diversify the tax base.
 - Support the development of mixed-use districts that provide a variety of living opportunities within a walkable and livable area.
 - Recognize and support commercial, office, and industrial job centers that draw workers from the city and across the region.
 - Ensure that the city's roads continue to evolve to act as connectors, rather than as barriers. Incorporate amenities and infrastructure into public corridors to make them beautiful, efficient, and multimodal public spaces that contribute to community identity and pride.
 - 50%/50% estimated residential/commercial mixed-use.
3. The proposal meets the City's criteria for PUD zoning. In summary the PUD zoning would:

- Create a more pedestrian-friendly development with the construction of improved sidewalks and connections to the Promenade. The project would bring vibrancy to the area.
 - The building would be of high-quality architectural brick, metal, stone, and glass.
 - Ensure that the buildings proposed in Phase 1 would be the only buildings built on the site unless an amendment to the PUD is approved by City Council. Phase 2 would be required to be multi-family residential with some retail commercial as long as there is adequate parking on the site for all phases.
 - Project would add to the City's affordable housing stock by providing 10% of the units in Phase 2 for affordable housing.
 - Provide for a more creative site design, consistent with goals and policies in the Comprehensive Plan.
 - Enhance green space and landscaping and utilize sustainable concepts.
 - Meet the City's sustainability policy, including seeking a LEED certified building in Phase 1.
 - Provide 19% of the site for public use.
4. The provision of public space still makes up 19% of the site for the interior public sidewalks, driveways, bike space and public realm. If the public space in front of the building on France, Gallagher and 72nd street was included it would make up 38% of the site. (See attached public realm graphic.)
 5. The proposed height is justified. While the proposed buildings would be taller than the previously approved project it would still meet the required setback of buildings 5-6 feet tall to R-1 property. Edina City Code requires that buildings 5-6 stories tall be setback two times the height of the building from the property line of single-family homes. The building height is 84 feet; therefore a 168-foot setback is required. The distance as proposed would be 255 feet.
 6. The existing roadways and proposed parking would support the project. Stantec conducted a traffic and parking impact study and concluded that the proposed development could be supported by the existing roads and proposed parking.

Recommendation

A case can be made for approval and denial of this project. Below provides options for the Planning Commission and City Council to consider:

Denial

Recommend the City Council deny the request for Zoning Ordinance Amendment and new Overall Development Plan for PUD-16.

Denial is based on the following findings:

- I. Does not adequately address the Greater Southdale District Design Experience Guidelines like the originally approved plan did. The streetscape is less active due to more street level parking within the structures. The street typologies have not been adequately followed.

2. The proposed project would not meet the criteria for Rezoning to PUD.
3. The proposed building height is too tall compared to the previously approved project for the site, and there is not an adequate setback to Gallagher Drive.

Approval

Recommend the City Council approve the request for Zoning Ordinance Amendment and new Overall Development Plan for PUD-16.

Approval is based on the following findings:

1. The proposed land uses, and density are consistent with the Comprehensive Plan.
2. The proposal still meets the City's criteria for PUD zoning. The PUD zoning would:
 - a. Create a more pedestrian-friendly development with the construction of improved sidewalks and connections to the Promenade. The project would bring vibrancy to the area.
 - b. The building would be of high-quality architectural brick, metal, stone, and glass.
 - c. Ensure that the buildings proposed in Phase 1 would be the only buildings built on the site unless an amendment to the PUD is approved by City Council. Phase 2 would be required to be multi-family residential with some retail commercial as long as there is adequate parking on the site for all phases.
 - d. Project would add to the City's affordable housing stock by providing 10% of the units in Phase 2 for affordable housing.
 - e. Provide for a more creative site design, consistent with goals and policies in the Comprehensive Plan.
 - f. Enhance green space and landscaping and utilize sustainable concepts.
 - g. Meet the City's sustainability policy, including seeking a LEED certified building in Phase 1.
 - h. Provide 19% of the site for public use.
3. The PUD would ensure that the development proposed would be the only building that would be allowed on the site unless an amendment to the PUD is approved by City Council.
4. The plans address the Greater Southdale District Design Experience Guidelines as follows: The division of the property into smaller blocks and the provision of pedestrian, bicycle and vehicle access and connections through the site both east-west and north-south; increasing the public realm on the site; eliminating most of the surface parking stalls, with none being visible from France Avenue in the Phase 2 build out. Affordable housing should be required within the future apartment project as well as public art located along France Avenue
5. The proposed project would meet the following goals and policies of the Comprehensive Plan:
 - Primary uses are offices, attached or multifamily housing. Secondary uses: Limited retail and service uses (not including "big box" retail).

- Encourage structured parking and open space linkages where feasible; emphasize the enhancement of the pedestrian environment.
 - Locate and orient vehicle parking, vehicular access, service areas and utilities to minimize their visual impact on the property and on adjacent/surrounding properties, without compromising the safety and attractiveness of adjacent streets, parks, and open spaces.
 - Provide sidewalks along primary streets and connections to adjacent neighborhoods along secondary streets or walkways.
 - Limit driveway access from primary streets while encouraging access from secondary streets.
 - Provision of the north-south public vehicle, bike and pedestrian connection through the site.
 - Encourage the development of parking lots or structures so they can be shared by more than one building on the site or by buildings on neighboring sites, and which can transition over time to other uses if parking needs change.
 - Increase mixed-use development where supported by adequate infrastructure to minimize traffic congestion, support transit, and diversify the tax base.
 - Support the development of mixed-use districts that provide a variety of living opportunities within a walkable and livable area.
 - Recognize and support commercial, office, and industrial job centers that draw workers from the city and across the region.
 - Ensure that the city's roads continue to evolve to act as connectors, rather than as barriers. Incorporate amenities and infrastructure into public corridors to make them beautiful, efficient, and multimodal public spaces that contribute to community identity and pride.
 - 50%/50% estimated residential/commercial mixed-use.
6. The existing roadways and proposed parking would support the project. Stantec conducted a traffic and parking impact study and concluded that the proposed development could be supported by the existing roads and proposed parking.

Approval is subject to the following Conditions:

1. The Final Development Plans must be generally consistent with the Preliminary Development Plans dated August 28, 2022.
2. The Final Landscape Plan must meet all minimum landscaping requirements per Chapter 36 of the Zoning Ordinance. A performance bond, letter-of-credit, or cash deposit must be submitted for one and one-half times the cost amount for completing the required landscaping, screening, or erosion control measures at the time of any building permit.
3. Provision of code compliant bike racks for each use near the building entrances.
4. The Final Lighting Plan must meet all minimum requirements per Section 36-1260 of the City Code.
5. Roof-top mechanical equipment shall be screened per Section 36-1459 of the City Code.
6. Submit a copy of the Nine Mile Creek Watershed District permit. The City may require revisions to the approved plans to meet the district's requirements.
7. A Developer's Agreement/Site Improvement Plan Agreement is required at the time of Final

Approval.

8. Phase 2 of the project must include affordable housing within the project, compliant with the City's affordable housing policy. Final determination to be made at final approval for Phase 2.
9. Compliance with the conditions outlined in the director of engineering's memo dated September 1, 2022.
10. Compliance with the Stantec Consulting Traffic & Parking Study recommendations.
11. Subject to the Zoning Ordinance Amendment revising the PUD-16, Planned Unit Development for this site.
12. Public sidewalks must be a minimum of 5 feet in width with a 5-foot boulevard on Gallagher Drive and West 72nd Street, and 8 feet minimum width with an 8-foot boulevard on France Avenue.
13. Dedication of public access easements of the east-west and north-south sidewalks and drive-aisles through the site and sidewalks around the perimeter of the site.
14. Submittal of a construction management plan subject to review and approval of city staff prior to issuance of a building permit. The plan must demonstrate minimal impact to pedestrian and vehicle movement.
15. Hours of construction must be consistent with City Code.
16. The property owner shall be responsible for the maintenance of internal sidewalks and drive aisles. The City would snow plow a 5-foot path of the sidewalk on France. The property owners would be responsible for the remaining areas.
17. Public art should be provided along street frontages and the courtyard.
18. Final Plans shall comply with the street typologies in the Southdale Design Experience Guidelines along France Avenue and the building step in at least ten feet at the 60-foot building height.

Staff Recommendation

Staff recommends approval of the request subject to the findings and conditions listed above.

Deadline for a City decision: November 1, 2022



DATE: 9/1/2022

TO: 7200 – 7250 France Ave, Owner and Development Team

CC: Cary Teague – Community Development Director

FROM: Chad Millner, PE, Director of Engineering
Ross Bintner, PE, Engineering Services Manager
Zuleyka Marquez, PE, Graduate Engineer
Mattias Oddsson, Engineering Services Intern
Grace Hancock, Sustainability Manager

RE: 7200 – 7250 France Ave – Development Review

The Engineering Department has reviewed the subject property for pedestrian facilities, utility connections, grading, flood risk, and storm water. Plans reviewed included civil, landscape, and survey drawings dated 8/1/2022. Additional staff comments on transportation elements are attached.

Review Comment		Required For
General		
1.	Deliver as-build records of public and private utility infrastructure post construction, including xyz coordinates for storm, water, and sanitary infrastructure.	Certificate of Occupancy
2.	Staff has had discussions with the Sunrise Senior Living facility north of the project area. They have concerns with noise and vibrations and the effect on their residents. Communication with them will be required to better understand their concerns.	
Survey		
3.	An existing and proposed site condition survey is required.	Grading/Building Permit
3.1	Show all existing and proposed public and private easements. Update existing private easement regarding drainage as needed. Provide City a copy if updated.	Grading/Building Permit
3.2	Provide easement over Danila St.	Grading/Building Permit
Living Streets		
4.	Design sidewalks to meet ADA requirements.	Grading/Building Permit
5.	Saw cut concrete sidewalk joints on public sidewalks.	Grading/Building Permit
6.	Public sidewalks to be minimum 5' in width with a 5' boulevard on Gallagher Drive and West 72 nd Street and 8' minimum width with 8' boulevard on France Avenue.	Grading/Building Permit

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7.	Consider narrowing north-south access road to 12' lanes to create a wider (8'-10') shared-use path on the west side of access road instead of east side across the 7250 France parcel.	General Comment
8.	Increase width of sidewalk to 8' minimum or 10' preferred for west sidewalk across 7200 France to create a shared-use route or a West Promenade.	General Comment
9.	On-site sidewalks are the responsibility of the property owner to maintain, including snow plowing. City will maintain sidewalks adjacent to France Avenue and Gallagher Drive.	General Comment
10.	Consider relocating access road medians to pedestrian crossing to serve as refuge island.	General Comment
11.	Consider covered outdoor bike parking and dedicated bike parking with underground garage.	General Comment
Traffic and Street		
12.	Review fire access requirements with fire department. Fire truck turning template attached.	Grading/Building Permit
13.	Provide traffic study and implement City-approved recommendations.	Grading/Building Permit
14.	Driveway entrance permit required for entrance reconstruction. Add pedestrian ramps. Comply with standard plates 410 and 415.	Building Permit
15.	Road patching shall conform to Edina standard plates 540 and 543 on Gallagher Dr and 540 and 545 on 72 nd St W. Comply with County requirements for France Ave S.	Certificate of Occupancy
16.	Proposed France Avenue lighting must remain consistent with Canto light fixtures and be the responsibility of the property owner.	Grading/Building Permit
Sanitary and Water Utilities		
17.	Verify fire demand and hydrant locations.	Grading/Building Permit
18.	Domestic water shall be sized by the developer's engineer.	Grading/Building Permit
19.	A looped watermain to the 72 nd street right of way to create a public loop is required. Developer should create plan to serve future 7200 building with private main and City will pay oversize to create 8" consistent with City of Edina Water Supply Plan (SEH 2018) The 8" could be phased with any requirements for developer improvements on 72 nd street, or stubbed to the right of way and finished with a future City lead improvement.	
20.	Domestic sanitary shall be sized by the developer's engineer.	Grading/Building Permit

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21.	Apply for a sewer and water connection permit with Public Works.	Prior to Starting Utility Work
21.1	Meter required for building service line and combined lines. No meter required for fire only service line.	Grading/Building Permit
21.2	Public Works to determine acceptable installation methods.	Grading/Building Permit
22.	Disconnected sanitary and water services to be capped at main.	
23.	A SAC determination will be required by the Metropolitan Council. The SAC determination will be used by the City to calculate sewer and water connection charges	Grading/Building Permit
24.	Single connection from main for fire and domestic, split after main connection.	Grading/Building Permit
25.	Verified well of unknown status located onsite at 7200 France Ave S. Provide well sealing record. Wells not in use must be sealed by a licensed well contractor per MN Rules, Chapter 4725.	Grading/Building Permit
Storm Water Utility		
26.	Provide geotechnical report with soil borings.	Grading/Building Permit
27.	Provide hydraulic and hydrologic report meeting watershed and state construction site permit requirements.	Grading/Building Permit
28.	Submit watershed district permit and copies of private maintenance agreement in favor of watershed.	Grading/Building Permit
29.	Provide high points at/near property lines to verify runoff from both W 72nd St. and France Avenue are eliminated (at permit and with final as-built survey).	Grading/Building Permit
30.	<p>Existing basin LE_20 flood elevation appears to be lowered by this proposal through the creation of additional flood storage. This basin has the potential to have extended inundation of stormwater in flood events.</p> <p>Confirm that building lowest floor elevation will be a minimum of 2' above the 100-year HWL of basin.</p> <p>-or-</p> <p>Applicant to request a site-specific standard with engineer to provide groundwater analysis (or confirm that WD standard is properly used) to confirm that flood exposure does not exist, or inform the vulnerability reducing measures such as floodproofing of the underground parking lot (CWRMP Section 3.1.2.2).</p>	Grading/Building Permit

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31.	<p>Infiltration basins are proposed on a site with MPCA hazardous waste and underground tanks listed. Refer to MNR000018127 and TS0019522 and MNR000017855.</p> <p>Confirm soil remediation meets MPCA/MDH Guidance to allow soil infiltrating features. Nine Mile Creek WD permit review should specifically address this issue.</p>	Grading/Building Permit
32.	<p>These sites are served by a private lift station and the downstream stormwater system has limited capacity. Rate will be limited to 0.5 cfs or existing conditions, whichever is less. Current plan meets this requirement through replacement of private station.</p> <p>Provide city with documentation of ownership and responsible party for maintenance of private lift station.</p>	Grading/Building Permit
33.	<p>The 7200 property provides conveyance of stormwater and flood storage for adjacent properties to the south through three private easements noted on ALTA title survey. Review legal obligations of easement and propose update that are acceptable to each property.</p>	Grading/Building Permit
Grading Erosion and Sediment Control		
34.	<p>A SWPPP consistent with the State General Construction Site Stormwater Permit is required.</p>	Grading/Building Permit
Constructability and Safety		
35.	<p>Construction staging, traffic control, and pedestrian access plans will be required.</p>	Grading/Building Permit
36.	<p>Developer is responsible for maintaining temporary open green space on 7200 France Ave S in Phase 1A.</p>	General
37.	<p>Suggest temporary/permanent railing along sidewalks with steep slopes adjacent.</p>	
38.	<p>Retaining walls over 4-ft in height require design by a structural engineer.</p>	Grading/Building Permit
39.	<p>Provide an existing condition survey (e.g. video or thorough photography) of ROW around the sites.</p>	Grading/Building Permit
Sustainability		
40.	<p>Project must follow Sustainable Buildings Policy</p>	General
Other Agency Coordination		

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41.	MDH, MPCA and MCES permits required as needed.	Grading/Building Permit
42.	Nine Mile Creek Watershed District permit is required.	Grading/Building Permit
43.	Impacts to France Avenue and France Avenue ROW will require Hennepin County permits.	Grading/Building Permit

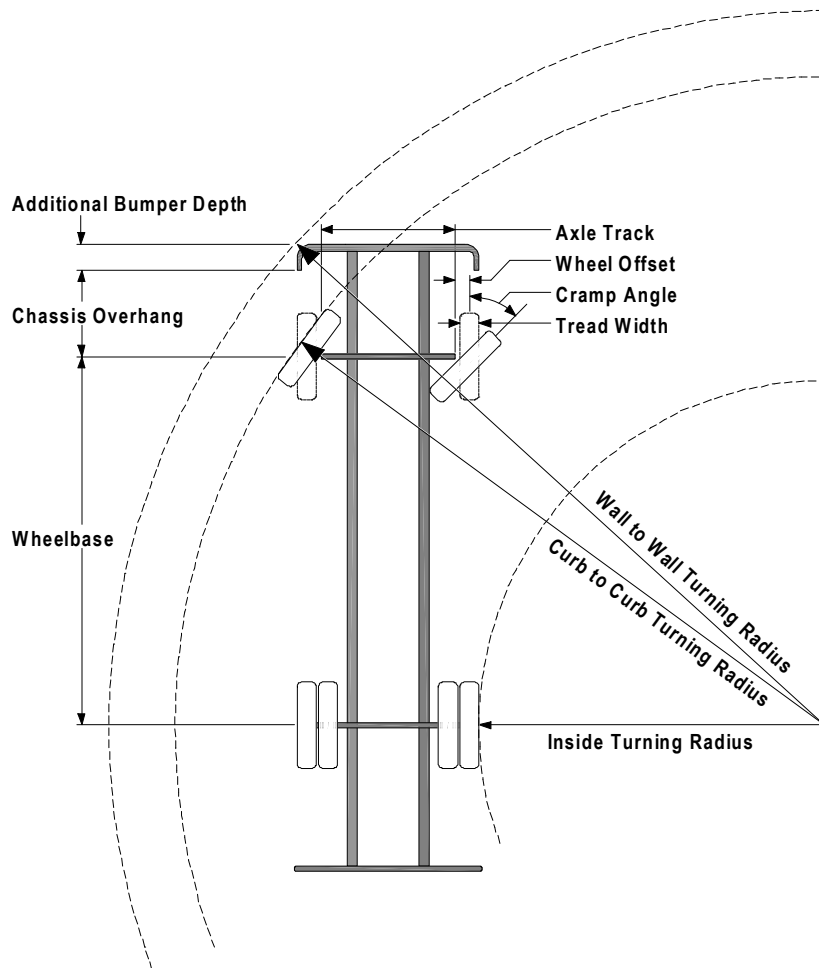
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Turning Performance Analysis

5/1/2013



Parameters:

Inside Cramp Angle:	45.00 °
Axle Track:	81.92 in.
Wheel Offset:	5.25 in.
Tread Width:	16.60 in.
Chassis Overhang:	65.99 in.
Additional Bumper Depth:	19.00 in.
Front Overhang	84.99 in.
Wheelbase:	258.00 in.

Calculated Turning Radii:

Inside Turn:	20 ft. 4 in.
Curb to Curb:	36 ft. 8 in.
Wall to Wall:	41 ft. 1 in.

Comments:

Truck 12205

Components	PRIDE #	Description
Front Tires	0078244	Tires, Michelin, 425/65R22.50 20 ply XZY 3 tread
Chassis	0070220	Dash-2000, Chassis, PAP/SkyArm/Midmount
Front Bumper	0123625	Bumper, 19" extended, Imp/Vel
Aerial Device	0006900	xxxAerial, 100' Pierce Platform

Notes:

Actual Inside Cramp Angle may be less due to highly specialized options.

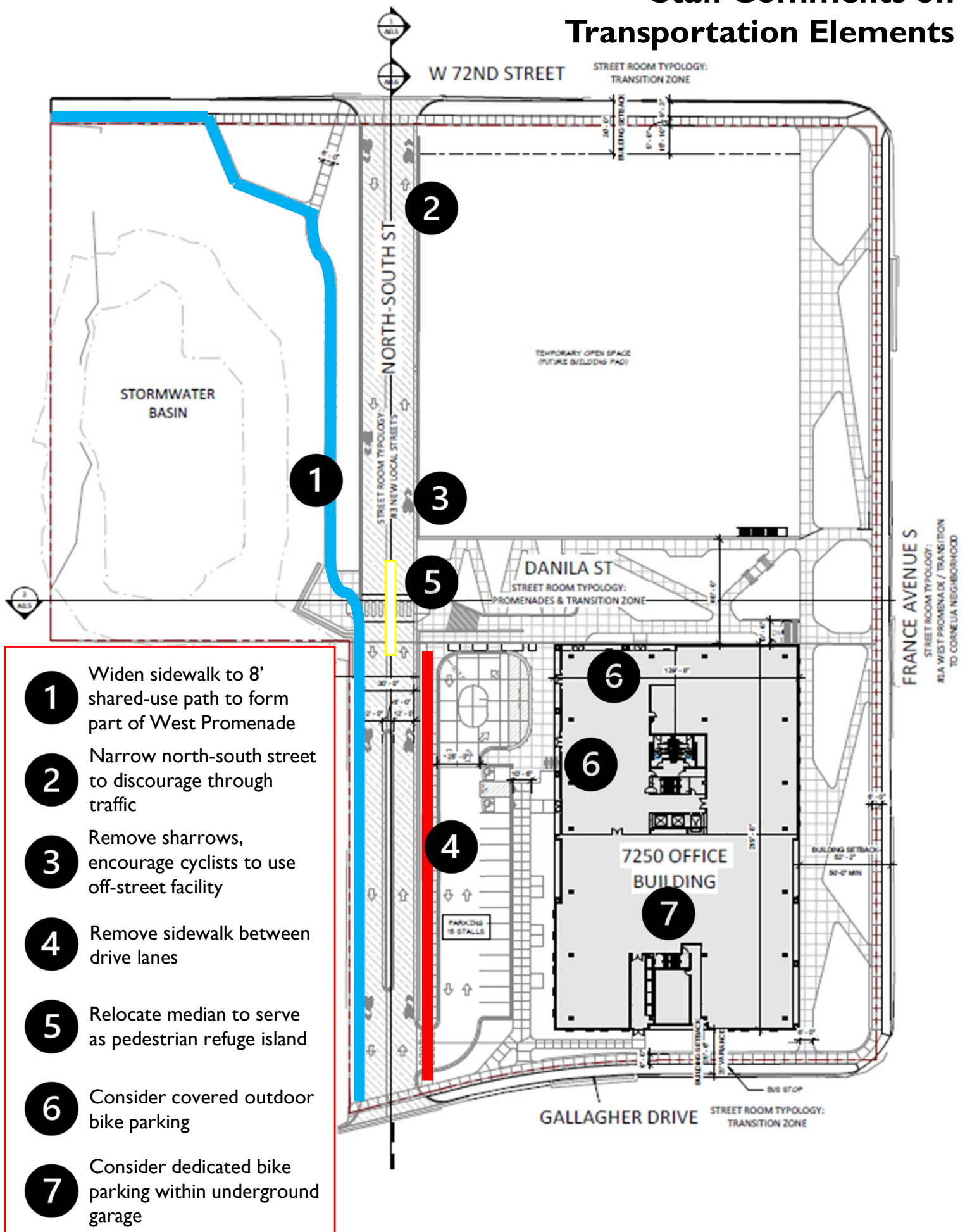
Curb to Curb turning radius calculated for a 9.00 inch curb.



Definitions:

Inside Cramp Angle	Maximum turning angle of the front inside tire.
Axle Track	King-pin to king-pin distance of the front axle.
Wheel Offset	Offset from the center-line of the wheel to the king-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance from the center-line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Depth	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicle's front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle inside of which the vehicle's tires can turn. This measurement assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle inside of which the entire vehicle can turn. This measurement takes into account any front overhang due to the chassis, bumper extensions and/or aerial devices.

7200-7250 France Site Plan: Staff Comments on Transportation Elements



7200 & 7250 France P.U.D. Application Narrative

8/29/2022

Detailed project narrative explaining the proposed plans

This project's goal is to transform a dilapidated and historically problematic site into a thriving center for business and community activity. Development of this site has the potential to create 450-600 jobs when assuming 3-4 per 1,000 sf in jobs

The extreme grade change within the site, paired with the requirement to address the 100-year flood stormwater needs for the adjacent area, provided numerous challenges to the project team. However, we were able to use these challenges to our advantage by working with the existing grade, keeping podium heights human-scaled and at street level, and incorporating ramps and stairs for improved pedestrian circulation while the roadway remains safely shared between bikes and vehicles.

Below is a summary of the proposed project's metrics compared to the previously approved PUD (Ordinance No. 2018-15_PUD-16) on the same site.

- Building Height
 - **Previously approved** maximum PUD building height: 88'-6" feet above Gallagher with 7 stories
 - **Proposed** maximum PUD building height: 84'-0" above Gallagher (see Site Section Comparison diagram for reference).
- Gross Floor Area (GFA)
 - **Previously approved** GFA:
 - Residential: 323,690 (6 floors)
 - Retail: 29,300 (1 floor)
 - Parking: 132,842 (2 floors)
 - **Proposed** GFA of 7250 (calculated per City of Edina's definition):
 - General Office: 124,620 (5 floors)
 - Parking: 97,080 (2 floors below grade)
- Parking Metrics
 - **Previously approved** parking total: 590 stalls
 - **Proposed** parking:
 - 7250 France (Phase 1A)
 - On grade: 15 stalls
 - Below grade: (P1: 110) + (P2: 109) = 219 stalls
 - Total 7250 parking: 234 stalls
 - 7200 France
 - (Phase 1B): 83 temporary parking stalls
 - (Phase 2): approx. 234 enclosed
 - Total 7200 parking: 317 stalls (pending final design)
 - 7200 + 7250 Totals by Phase
 - Total Phase 1A: 234 parking stalls
 - Total Phase 1B: (234 + 83) = 317 parking stalls
 - Total Phase 2: potentially 468 (pending final design for 7200)

The proposed uses

- 7250 France:
 - General Office
 - Retail (approximately 2,000 SF)
- 7200 France:
 - Mixed use to potentially include to following:
 - 150 Dwelling Units
 - 5 Story Building
 - Residential: ~150,000 GFA
 - Retail

Proposed public easements

- France Ave setback becomes pedestrian corridor with landscaped paths, treescapes, and seating areas.
- Stormwater retention basin with landscaped paths and overlooks on west side of site.
- Danila Street becomes pedestrian-only corridor connected by ADA-compliant ramps and paths throughout entirety of site.

How a PUD is justified with this proposal

Per Sec 36-253 of City of Edina Zoning code:

- **sustainable design:** 7250 will pursuing LEED certification; sustainable efforts include energy efficient MEP systems, reduced landscape irrigation needs through use of native/drought tolerant plantings, reduced light pollution, EV charging capacity, among other efforts.
- **Landscaping** design creates attractive public amenities for the surrounding community; Danila Street provides a courtyard that can be utilized for accessible pedestrian access to on-site businesses during the day and then utilized for community events in the evening. The proposed storm-water basin incorporates public viewing and seating areas along with ADA accessible pathways across the site. France Ave setback becomes pedestrian corridor with landscaped paths, treescapes, and seating areas.
- **stormwater management:** new storm-water basin has been designed to address the historically problematic storm water issues on site while also transforming it into a public amenity with overlooks, seating areas, and landscaped paths. The basin public amenity area is sunken below street level to provide a peaceful respite from the streetscape, immersed in a natural setting.
- Total drainage area addressed with this design: 350,232 sf, including 43,451sf of adjacent residential lots, and 104,076sf from 7300 Gallagher.
- **pedestrian-oriented design:** provides a human-scaled street grid by introducing Danila Street at the midpoint of the site, a pedestrian-only path with ADA-compliant ramps, stairs, benches and landscaping from France to the new North-South local street and to the new storm-water basin public nature area on the west side of the site.
- **transition to residential neighborhoods:** by locating the buildings along the east side of site adjacent to France, the density is located away from the adjacent residential buildings. The scale of the proposed buildings is lower or similar to the previously approved PUD; proposed building heights provide a more gradual transition from the residential neighborhoods in the west to the commercial center located to the east across France Ave.

How the phasing will work

- **Phase 1A (baseline assumption)**
 - **7250 France:** Site prep and building construction.
 - **7200 France (west side of site):** will become open greenspace as a temporary condition until design for 7200 development is finalized.
 - **7200 France (east side of site):** will be developed to meet anticipated stormwater needs for both parcels in their developed form with a vegetated stormwater detention basin along the west side of the site. Area designed with careful intention to become a community asset by providing an accessible and beautiful natural area with paths, overlooks, and seating.
 - **New North-South local street:** will create the north-south multi-modal connection providing direct shared vehicle and bike corridor from Gallagher to 72nd street; the north-south pedestrian connection occurs closer to the buildings in order to provide a safer, more welcoming, and ADA-compliant path than would otherwise would have been possible with the extreme grade change of the existing site.
 - **New East-West pedestrian street – Danila St:** will provide ADA-compliant path that connects pedestrian traffic from France Ave across site. Designed to become an extension of the ground level building amenities and retail with entries and seating that spill out onto the public plaza. Which phase?
 - **France Ave frontage:** will provide fully landscaped greenspace and hardscaped pedestrian plaza along the entirety of the 50' setback fronting both 7200 and 7250.
- **Phase 1B**
 - Phase 1A is ongoing.
 - Pending finalization of tenant types at 7250, supplementary parking for that building can be provided on existing surface lot portion of 7200. This would be a temporary condition until 7200 is developed. When the 7200 building is completed, it will provide similar quantities and distribution of parking as the 7250 building. Development of 7200 and the resulting total parking counts will meet the City of Edina's requirements.
- **Phase 2**
 - **7200 France (east side of site):** Site prep and building construction. The building at 7200 will be of similar height and size of the 7250 building. 7200 France will similarly contain enclosed parking so that the majority of parking is not visible from surrounding areas. The remaining areas of the site are to remain as developed in previous phases.

*Bullet point summary of how you have implemented recommendations from the sketch plan review
(what changes have been made to the plans)*

- Address the West Promenade Street Room typology 1A:
 - Incorporated multi-modal local street in north-south direction
 - Bikes and vehicles share this street with striped bike lanes and vegetated median strip.
 - Due to extreme grade changes, the street itself was not determined to be appropriate location for pedestrians to share; pedestrian paths are closer to proposed buildings for safety and accessibility.
 - West 72 ½ street (AKA Danila Street)
 - Developed to become a pedestrian-only public realm and a network of accessible green spaces with art located at intersection with France.
- Building scale and fenestration:
 - “75% of building walls to be at setback line to support creation of street room”
 - When considering Danila Street as “street” as defined by the applicable typologies, the proposed buildings meet this requirement.
 - “All building façades are prime (including parking) and must be designed accordingly. There is no back side of a building. “
 - Removed grocery store from program – all facades of proposed building have been carefully considered as prime with mix of human-scaled glazing and natural materials.
 - “All facades on the first vertical 60 feet of a building (above grade) shall use natural materials facing the public realm.”
 - Natural materials have been selected for portions of all facades within first 60 feet of building above grade.
 - “The landscape of the West Promenade should reinforce the characteristics of the neighborhood: tree lined to make sidewalks pleasant and safe to be on, creating a green vertical street room that is always pleasant to walk down”
 - Danila Street connects the greater Southdale district through this site with a pedestrian-scaled greenway featuring a mix of native landscape, paths with seating, and spaces primed for community events and art installations. This path connects further west to the beautified retention basin nature area, and to the north-south accessible pedestrian path connecting 72nd Street to Gallagher.

Architecture Field Office

2200 Zane Avenue North
Minneapolis, MN 55422

City of Edina

Cary Teague, Community Development Director
4801 W. 50th Street
Edina, MN 55424

To

From

Mic Johnson, FAIA

Date

August 10, 2022

Cary:

At your request, we reviewed the PUD submission for the proposed redevelopment of 7200-7250 France Avenue South based on our experience working with the Greater Southdale Work Group to craft a physical vision for how their guiding principles may translate to the built environment. The resulting vision for development in the district is to create an enhanced human experience along existing major and new connector streets, with overall experience shaped via landscape setbacks, building step backs, a hierarchy of street typologies, transparency at street level, minimizing the impact of the car, and managing storm water as an amenity. The outcome of our collaborations with the Work Group is described in the urban design chapter of the Greater Southdale District Plan and resulted in the Greater Southdale District Design Experience Guidelines (DEG).

The DEG were developed with the understanding that larger sites may yield multiple blocks to be developed, potentially with infill projects that follow the initial phase of development. Every site has a program that is relevant to its own successful operations, and should stay within that footprint to ensure flexibility for future adjacent infill development. On grade parking is strongly discouraged – particularly a full block of on-grade parking. Unless all of a site's parking and broader site infrastructure needs are addressed in the first phase of a PUD, we believe it is in the best interest of both the developer and the City for each block to be independently developed – without program needs for one site being accommodated on an adjacent one. This means that in the future there is not a conflict that would inhibit a site to be fully realized. The proposed phasing of this master plan, especially as it relates to parking, blurs this line and makes us uncertain of the site's future flexibility.

This particular site is unique in that it is influenced by four street typologies (Typology 1: Promenades and Transition Zones; Typology 2: Cornelia Overlay Zone; Typology 3: New Local Streets; Typology 5: Boulevards), which makes it more important that the development of each block be approached separately. Each façade of each block has a different role to play. And, each block has a different role to play in the larger development, the north half of this property has the retention pond; this should be a different consideration than the south half. The master plan should be clear about those distinctions, but in this case the master plan for the PUD is not clear as there is not a clear division between the two blocks.

The woonerf experience illustrated in this proposal offers no transparency into buildings, but rather views of blank walls, lots of stairs, ramping, a parking access door, a typical ramped parking entry, and no pedestrian sidewalk. All we can imagine is that approach would be duplicated in the design framework for Phase 2. These elements are not in the Design Experience Guidelines for a reason.

The kind of space they create is not human-centric, does not promote equity of experience, and does not encourage people to 'come to and stay at' a place. The following comments and questions are intended to guide clarification from the applicant as to why this is the best solution for this site, located at a very important gateway at Gallagher and France and a transition into the neighborhood to the west.

Site Topography and Building Organization

Throughout the report, and by example, the PUD submission itself, it is mentioned that the grades on the site are extreme. The existing topography is 10-20 feet below the level of the surrounding grades. However, when one considers Gallagher Drive (elevation 859' per ESG drawings) and West 72nd Street (elevation 855' per ESG drawings), and the south floor elevation of the proposed new Phase 1 entry (beginning at 857' per ESG drawings), this represents a 3-4 foot difference across the site's north-south axis, which stretches 560 feet—making the experience of walking around the site on West 72nd, France and Gallagher Drive a relatively flat one. The DEG goal was to use the woonerf as the fourth street that connects Gallagher to 72nd (3-4 foot difference in elevation) to make it easy and comfortable for bicycle and pedestrian use. Filling in the empty holes left by the previous buildings with below-grade parking would bring the grade of all of the building footprints up to street level, allowing that to be the starting point for vertical construction. The woonerf would be a true woonerf (ADA compliant) and would be constructed roughly at the same grade as France Avenue. The exterior car ramps, parking garage access doors, stairs, and ADA ramps shown in this proposal all seem unnecessary in a phased master plan for this site.

Transition to Residential Neighborhood

The DEG goal is not to move density away from the adjacent neighborhoods but to create a transition that is framed by the scale of the neighborhood. In this part of the district, one-, two-, or three-story buildings are envisioned to be fronting on a street (West Promenade), defined as a woonerf – meaning combined pedestrians, bicycles and vehicles with pedestrians having the greatest influence. New buildings on the east side of the woonerf would then be scaled to transition from the West Promenade in the form of stepbacks. In this proposal, above the proposed 24-foot first floor at the edge of the woonerf, the building could step back to the proposed final height of the building. This would comply with the spirit of the DEG and meet the characteristics of the woonerf as a transition street within the Cornelia Overlay Zone.

Proposed Danila Street

The DEG recognizes the space between buildings can provide more opportunities for expanding the public realm and in some cases, to introduce pedestrian-oriented streets into sites. There are other options such as woonerfs (reduced thru traffic, pedestrians and bicycles having priority) and an opportunity to create – by linking multiple blocks together – a network of pedestrian-oriented pathways throughout the district. However, in this instance, using Danila as a pedestrian-only space may create limitations in how the street network, with the addition of the West Promenade, may evolve in the future. This is discussed further under Phasing, on the following page. (Woonerfs are ADA compliant by design if they are to accommodate all residents and visitors equitably.)

Proposed Stormwater Retention Basin

It is unclear what the variation in the basin water level will be from day to day, or after a heavy rain event, so as an amenity it might have restrictions that would need to be clearer if it were to become a valued part of community infrastructure. We also note that the use of sunken gardens in urban settings has historically been mixed, with their location below street level leaving many people feeling unsafe for use as part of daily life.

Observations on Phasing

- a. Woonerfs are shared streets with pedestrians having precedence over vehicles. Generally, vehicles move through the street at approximately 5 miles per hour. The City of Edina already has an example of this type of space in the Nolen Mains development at 50th and France. The DEG's use of woonerfs on both the East and West Promenades is to provide a physical redefinition of the street to become pedestrian and bicycle oriented, with vehicular traffic to serve new development. The woonerf becomes the primary element in organizing transition zone spaces that link the entire Southdale district from north to south. New buildings are intended to frame and characterize the woonerf as a safe pedestrian environment. They are intended to house new services that support the neighborhood, along with new commercial programs that create an experience that is shared between building occupants and residents of the adjacent neighborhoods.

The 'woonerf' illustrated in this proposal is essentially a parking garage entry ramp with trees in the middle of the road with no pedestrian access. As it relates to PUD phasing, if Phase 1 of this proposal were to be a self-contained development as described above (i.e. not dependent on any use of the Phase 2 site to meet its program/parking needs), the south half of the woonerf would be constructed as part of Phase 1, with Danila Street completing the woonerf and providing access to below-grade parking. A future Phase 2 would complete the north half of the woonerf and share parking access to below-grade parking from Danila Street with Phase 1.

- b. It is unclear how the future Phase 2 will work if its site is developed initially with a 115-car surface parking lot dedicated to meet the parking requirements/program of Phase 1. Given that the construction duration for new buildings is generally 2-3 years, approximately one-third of Phase 1's parking would be taken out of commission during that time. The DEG recommends no new on-grade parking in the district. It also intends that each building takes care of its own services, parking, etc. The hybrid approach outlined in this submission puts restrictions or a possible future covenant on development of the north parcel based on its proposed initial use as a surface parking lot. Should this 115-car surface lot be necessary to meet the required parking counts for Phase 1, it seems highly unlikely that this important gateway site into the Cornelia neighborhood would ever be developed beyond a surface lot that is more than 10 feet below the level of surrounding sidewalks. Also of note, this surface lot is accessed solely via a ramp down from 72nd Street, not from the "woonerf" roadway shown in the proposal.
- c. It is unclear from the information provided whether the two below-grade parking levels are interconnected within the Phase 1 building or if the access to Phase 1 parking is via the surface lot. Should the latter be the case, the construction of Phase 2 may limit access to one level of Phase 1 parking—which again, could be an impediment to future development of the site.

Other details not addressed:

- a. A building service plan has not been discussed; no building facades or plans show service access point beyond parking access. The Design Experience Guidelines provide considerations into the how the form of buildings and width of streets impact the public realm. As it relates to buildings, important factors influencing the experience in the public realm include the transparency of walls at the ground floor, and the location of drop offs and parking entries, service vehicle access, and on-site utility equipment—all of which, if not taken into consideration at the earliest in the

Architecture Field Office

sketch plan and reflected in all phases of the review process, can become unwanted surprises in the later phases of design and construction.

Additional questions we would encourage the applicant and the Planning Commission/City Council to consider addressing include:

- On grade parking is expressly discouraged in the Design Experience Guidelines. Why does the current plan ignore this important guideline?
- Each building should be able to meet its own internal parking requirements and not depend on on-grade parking or district parking. Why does the current plan use on-grade parking to meet parking needs for a Medical Office Building in Phase 1?
- In this proposal, there is no discussion about the possibility of extending below grade parking or basements under the public realm/streets (the woonerf) as an option to expand the parking footprint without creating a surface lot.
- Has the applicant considered adding a level of parking above the ground floor of Phase 1 to meet all of that building's parking requirements within its site constraints without limiting future flexibility of the north parcel? This is a common way to increase parking on a site when there are limitations to below-grade parking.
- District parking, as the on-grade parking implies, should be reserved for districtwide needs, not those of individual buildings. Is District Parking part of the proposal?
- Why does the north elevation not show the full depth of the surface parking lot below France?
- Why is there extensive investment being made in the North on-grade parking lot, to be removed by a future Phase 2?
- Why are the sites for Phase 1 and Phase 2 connected by a series of 3 ramps that descend 15 feet down from Gallagher into a surface parking lot and access to 2 levels of below grade parking before ascending back out to W. 72nd Street?
- We understand that Phase 2 is not designed, but it is unclear how the applicant would reach 501 parking stalls, unless they envision adding a P3 level to the Phase 2 project? In addition, based on the sections provided, it appears that Phase 2 ground floor would be constructed approximately three feet above grade on 72nd Street.
- Why is the roadway not a woonerf as described in the DEG for the West Promenade?
- Why are there no provisions for pedestrians on the proposed west roadway – only bicycles and cars?
- Is the road there to only provide access to the Phase 1 below grade parking and on grade parking and (potential) Phase 2 below-grade parking?
- What is the strategy for building services – loading dock, garbage and recycling, medical wastes (assuming a medical office building), access from the public realm, etc.?

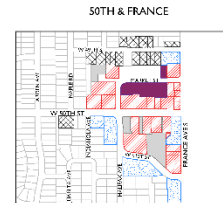
Thank you for the opportunity to review. Please let me know if you have any questions.
Mic



Zoning Map

Legend

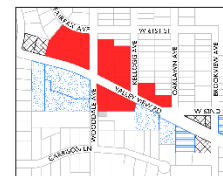
- R-1 - Single Dwelling Unit
- R-2 - Double Dwelling Unit
- PRD-1 - Planned Residence
- PRD-2 - Planned Residence
- PRD-3 - Planned Residence
- PRD-4 - Planned Residence
- PRD-5 - Planned Residence
- PCD-1 - Planned Commercial
- PCD-2 - Planned Commercial
- PCD-3 - Planned Commercial
- PCD-4 - Planned 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
- Edina Boundary
- Railroad
- Public Building
- Public School
- Private School



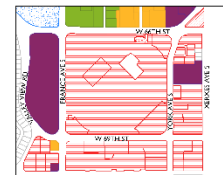
54TH & FRANCE



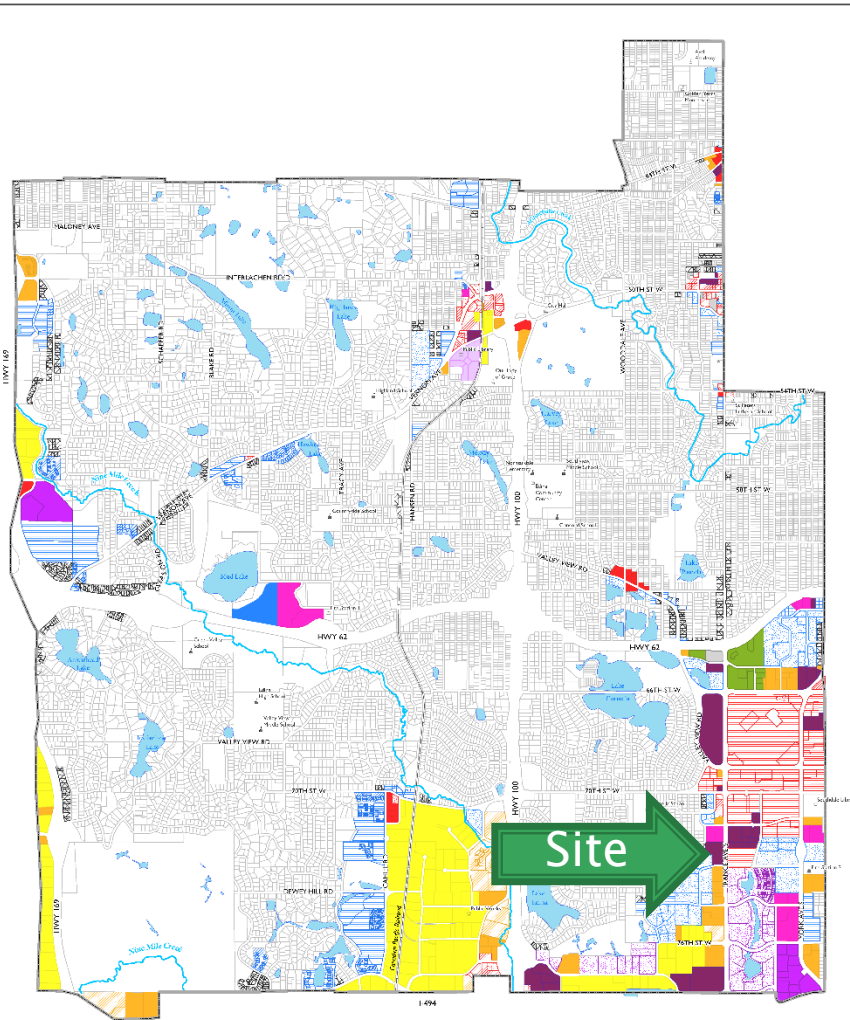
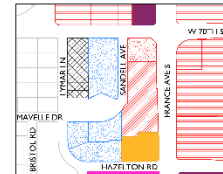
VALLEY VIEW & WOODDALE



SOUTHDALE



70TH & FRANCE



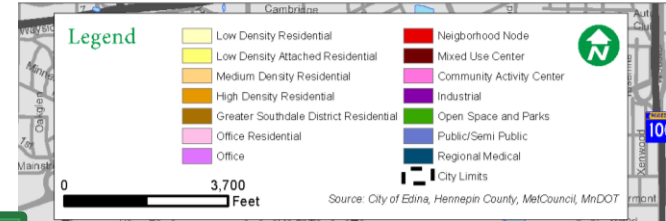
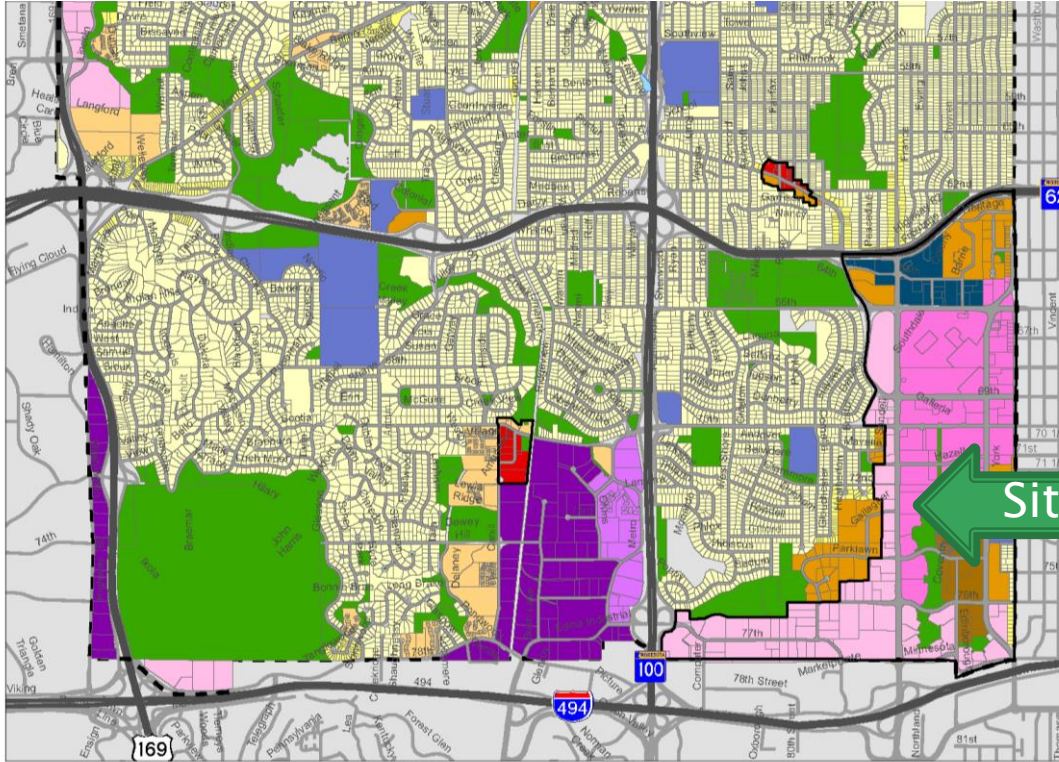


The CITY of EDINA



Edina 2040 Comprehensive Plan

Edina, Minnesota



7200 & 7250 FRANCE AVE | P.U.D.

7200 FRANCE AVE | EDINA, MN 55435



PROJECT OVERVIEW

THIS PROJECT'S GOAL IS TO TRANSFORM A DILAPIDATED AND HISTORICALLY PRESERVATION SITE INTO A MIXED-USE CENTER FOR BUSINESS AND COMMUNITY ACTIVITY. DEVELOPMENT OF THIS SITE HAS THE POTENTIAL TO CREATE 480-600 JOBS WHEN ASSIGNED 3-4 FBR 1000 SF IN JOBS.

- PROPOSED USES:
- 1050
 - MEDICAL OFFICE
 - SMALL RETAIL
 - 7200
 - MIXED USE
 - RETAIL
 - MEDICAL OFFICE
 - HOSPITALITY
 - HOUSING POSSIBLE

- PROPOSED PUBLIC IMPROVEMENTS AND AMENITIES:
- FRANCE AVE SETBACK BECOMES PEDESTRIAN CORRIDOR WITH LANDSCAPED PATHS, TREES/GARDEN, AND SEATING MEAS.
 - STORMWATER RETENTION BASIN WITH LANDSCAPED PATHS AND OVERLOOKS ON WEST SIDE OF SITE
 - DANIELA STREET BECOMES PEDESTRIAN-ONLY CORRIDOR CONNECTED BY ADA-COMPLIANT RAMPS AND PATHS THROUGHOUT ENTIRETY OF SITE

PRELIMINARY BUILDING METRICS

TABLE 1			
BUILDING METRICS			
Level	Nettable Square Foot	Area (Net Area)	
P1	63,540	0	
P2	48,540	2	
Existing Subtotal	112,080	2	
Level 1	76,094	26,211	
Level 2	75,380	16,831	
Level 3	25,136	16,687	
Level 4	25,895	2,846	
Level 5	25,144	3,845	
Level 6	0	0	
Building Subtotal	141,739	54,820	
Total	234,819	56,820	

PARKING COUNT	
Level	Quantity
P1	110
P2	109
P3	15
Total	234

PHASE 1 PARKING

PHASE 1A (7200 SITE): 334 PERMANENT STALLS
PHASE 1B (7200 SITE): 334 TEMPORARY STALLS
TOTAL PHASE 1A + 1B PARKING: 334 STALLS

187 STALLS / 1000 SF OFFICE ON 7200 ONLY
234 STALLS / 1000 SF OFFICE INCLUDING TEMP PARKING ON 7200

PHASE 2 ANTICIPATED PARKING CORRIDOR

POTENTIALLY 480-600 FUTURE FINAL DESIGN FOR 7200

PROJECT TEAM

OWNER/DEVELOPER:	ORION INVESTMENTS 6500 YORK AVE, SUITE 207 EDINA, MN 55435 PH: 612-812-7788
ARCHITECT:	ELMERS SWENSON GRAHAM ARCHITECTS, INC. 500 WASHINGTON AVE. SOUTH, SUITE 1000 MINNEAPOLIS, MN 55415 PH: 612-339-5058
CONTRACTOR:	AMP CONSTRUCTION 5000 WINDY LAKE BLVD, SUITE 600 MINNEAPOLIS, MN 55416 PH: 952-467-4048
CIVIL ENGINEER:	CIVIL SITE GROUP 5000 GLENWOOD AVENUE GOLDEN VALLEY, MN 55422 PH: 612-415-0900
LANDSCAPE ARCHITECT:	CONFLUENCE 330 N. 3RD STREET, SUITE 120 MINNEAPOLIS, MN 55401 PH: 612-339-3702
STRUCTURAL ENGINEER:	MEYER BORGMAN JOHNSON 310 W. WASHINGTON AVENUE SOUTH #900 MINNEAPOLIS, MN 55402 PH: 612-339-0713
MIP ENGINEER:	ENRICHMENT PODS 7700 BUSH LAKE ROAD EDINA, MN 55435 PH: 952-930-0050
PARKING CONSULTANT:	WALSH CONSULTANTS 3800 S. HIGHWAY 100 #505 MINNEAPOLIS, MN 55416 PH: 952-935-0116

PROJECT LOCATION



Vicinity



Site Location

DRAWING INDEX

DRAWING NUMBER	DRAWING NAME	REVISED
ARCHITECTURAL	TITLE SHEET	*
CIVIL	TITLE SHEET	*
C1.0	PH.1 REMOVALS PLAN	*
C1.1	PH.2 REMOVALS PLAN	*
C2.0	PH.1 SITE PLAN	*
C2.0A	PH.1A SITE PLAN	*
C2.0B	PH.1B SITE PLAN	*
C2.1	PH.2 SITE PLAN	*
C2.0A	PH.1A GRADING PLAN	*
C2.0B	PH.1B GRADING PLAN	*
C2.1	PH.2 GRADING PLAN	*
C4.0A	PH.1A UTILITY PLAN	*
C4.0B	PH.1B UTILITY PLAN	*
C4.1	PH.2 UTILITY PLAN	*
C5.0	CIVIL DETAILS	*
C5.1	CIVIL DETAILS	*
C5.2	CIVIL DETAILS	*
SW1.0	SWPPP - EXISTING CONDITIONS	*
SW1.1	PH.1 SWPPP - PROPOSED CONDITIONS	*
SW1.2	PH.2 SWPPP - PROPOSED CONDITIONS	*
SW1.3	SWPPP - DETAILS	*
SW1.4	SWPPP - NARRATIVE	*
SW1.5	SWPPP - ATTACHMENTS	*
SW1.6	SWPPP - ATTACHMENTS	*
VL.0	SITE SURVEY	*
VL.1	SITE SURVEY	*
LANDSCAPE		
L1.1A	LANDSCAPE SITE PLAN - PHASE 1A	*
L1.1B	LANDSCAPE SITE PLAN - PHASE 1B	*
L1.2	LANDSCAPE SITE PLAN - PHASE 2	*
L1.3	LANDSCAPE SITE PLAN - ADA ROUTES	*
L2.0	LANDSCAPE PLANTING PLAN	*
ARCHITECTURAL		
A0.1	EXISTING SITE PHOTOS (7200 & 7250)	*
A0.2	SITE PLAN - DEMOLITION (7200 & 7250)	*
A0.3A	SITE PLAN - PHASE 1A	*
A0.3B	SITE PLAN - PHASE 1B (7200 & 7250)	*
A0.4	SITE PLAN - PHASE 2 (7200 & 7250)	*
A0.5	SITE SECTION DIAGRAMS - PHASE 1 (7200 & 7250)	*
A0.6	SITE SECTION DIAGRAMS - PHASE 2 (7200 & 7250)	*
A0.7	PHASE 1 AND 2 SITE RENDERINGS	*
A0.8	EXTERIOR RENDERINGS (7200 & 7250)	*
A0.9	EXTERIOR RENDERINGS (7200 & 7250)	*
A0.10	EXTERIOR RENDERINGS (7200 & 7250)	*
A1.1	7200 FLOOR PLANS	*
A1.2	7200 FLOOR PLANS	*
A1.3	7200 FLOOR PLANS	*
A1.4	7200 FLOOR PLANS	*
A1.5	7200 EXTERIOR ELEVATION	*
A1.6	7200 EXTERIOR ELEVATION	*
A1.7	7200 EXTERIOR ELEVATION	*
A1.8	7200 EXTERIOR ELEVATION	*
A1.9	7200 EXTERIOR ELEVATION	*
A1.10	7200 EXTERIOR MATERIALS	*

SYMBOLS LEGEND

	SECTION OR EXTERIOR ELEVATION		EXTERIOR ELEVATION KEYNOTE
	INTERIOR ELEVATION		ROOM NAME AND NUMBER
	DETAIL OR ENLARGED PLAN		DOOR NUMBER
	WALL TYPE		SECTION KEYNOTE
	WINDOW TYPE		REVISION NUMBER
	SPOT ELEVATION		FIRE EXTINGUISHER CABINET
	SPOT ELEVATION		FIRE EXTINGUISHER WALL MOUNTED
	FLOOR FINISH TRANSITION		MOUNTING HEIGHTS DIAGRAM KEYNOTE

7200 & 7250
FRANCE AVE
7200 & 7250 FRANCE AVE, EDINA,
MN 55435



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 architect under the laws of the State of Minnesota

Signature _____

Typed or Printed Name _____

Title or Position _____

NOT FOR CONSTRUCTION

P.U.D.
SUBMISSION
8/12/2022

ORIGINAL ISSUE:
06/09/22

REVISIONS:
No. Description Date

222702
PROJECT NUMBER
ESG ARCHITECTURE & DESIGN
DRAWN BY
KEY PLAN

TITLE SHEET
T1.1

7200 & 7250 FRANCE

EDINA, MINNESOTA

ISSUED FOR: CITY SUBMITTAL



ARCHITECT:

ESG ARCHITECTURE & DESIGN
650 WASHINGTON AVE S, SUITE 1080
MINNEAPOLIS, MN 55415
CONTACT: NATE ENGER
NATE.ENG@ESGARCH.COM
612-373-4851

DEVELOPER / PROPERTY OWNER:

ORION INVESTMENTS
6650 YORK AVENUE S, SUITE 207
EDINA, MN 55435
CONTACT: TED CARLSON
TED@ORIONINVESTMENTS.NET
612-434-7558

ENGINEER / LANDSCAPE ARCHITECT:

CIVIL SITE GROUP
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422
CONTACT: DAVID KNABELE
612-415-0060

SURVEYOR:

CIVIL SITE GROUP
5000 GLENWOOD AVE
GOLDEN VALLEY, MN 55422
CONTACT: RORY STINSELJEN
612-415-0060

GEOTECHNICAL ENGINEER:

NORTHERN TECHNOLOGIES, INC. (7200) HAUGO GEOTECHNICAL SERVICES, INC. (7250)
1408 NORTHLAND DRIVE, SUITE 107 2835 CEDAR AVENUE
MINNETOHA HEIGHTS, MN 55120 MINNEAPOLIS, MN 55407
651-389-1190 612-729-2959



Know what's below.
Call before you dig.

PRELIMINARY:
NOT FOR
CONSTRUCTION

7200 & 7250 FRANCE

7200 & 7250 FRANCE AVE S, EDINA, MN 55435

ORION INVESTMENTS
6650 YORK AVE S SUITE 207, EDINA, MN 55435

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.

David J. Knabale
David J. Knabale
CIVIL, BC2022, 612-415-0060

ISSUES/SUBMITTAL SUMMARY

DATE DESCRIPTION
BY: J.S.
REVISION SUMMARY

REVISION SUMMARY

DATE DESCRIPTION

BY: J.S.

REVISION SUMMARY

DATE DESCRIPTION

BY: J.S.

REVISION SUMMARY

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REVISION SUMMARY

DATE DESCRIPTION

BY: J.S.

REVISION SUMMARY

DATE DESCRIPTION

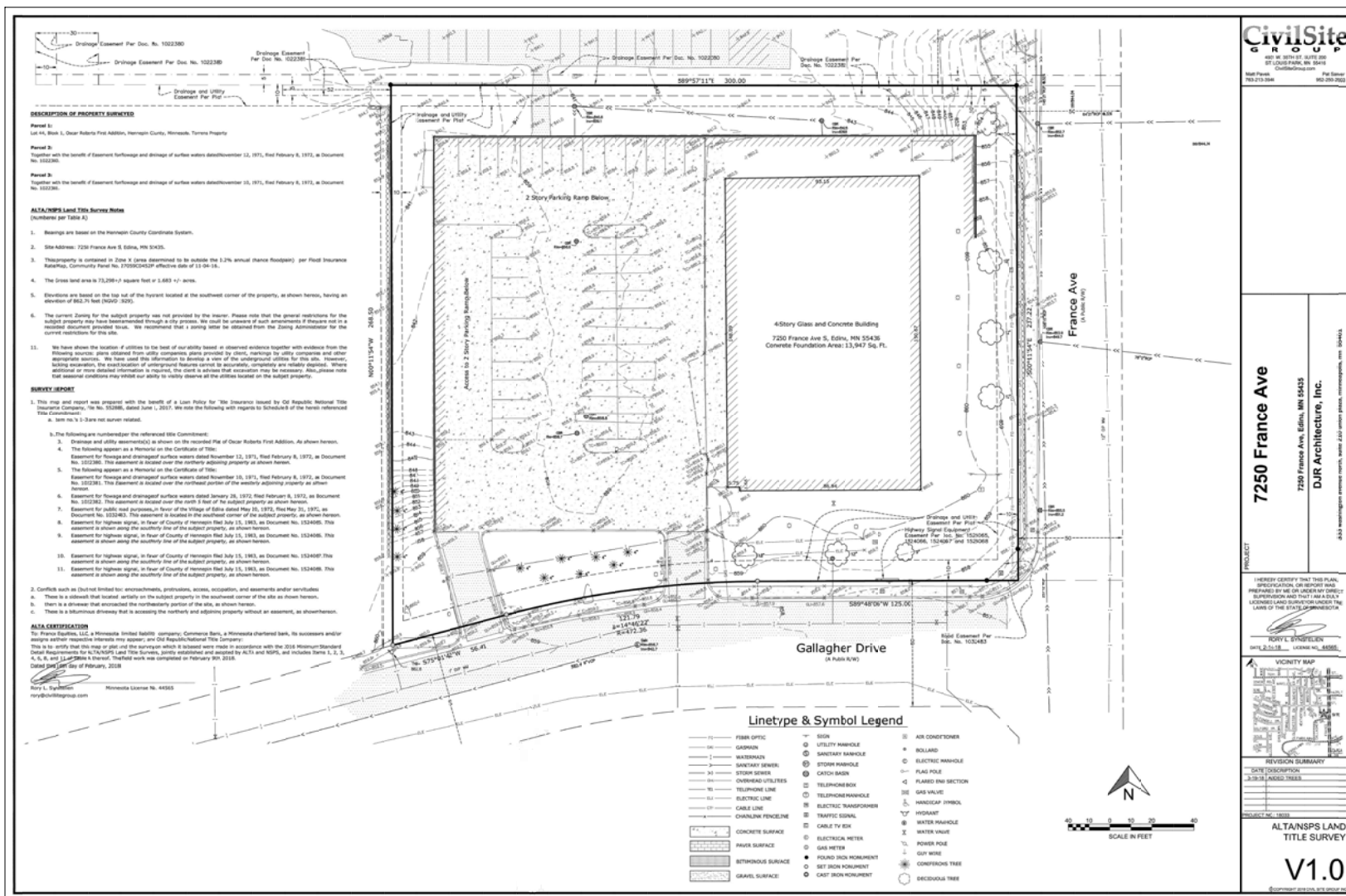
BY: J.S.

REVISION SUMMARY

TITLE SHEET

C0.0

8/1/2022 10:00 AM



CivilSite
GROUP
4801 W. 38TH ST., SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com

7250 France Ave

2250 France Ave., Edina, MN 55435
QJR Architecture, Inc.

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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MISSISSIPPI.

APRYL E. SYNGELIS
DATE 2-14-18 LICENSE NO. 44595

VICINITY MAP

REVISION SUMMARY	
DATE	DESCRIPTION
2-19-18	ADDED TREES

ALTA/NSPS LAND
TITLE SURVEY

V1.0

ALTA/NSPS LAND TITLE SURVEY

PROPERTY ADDRESS: #7200 FRANCE AVE. SO., EDINA, MN 55435

~for~ Campbell Capital Group LLC

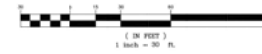
P.I.D.#31-028-24-14-0001

GENERAL NOTES

- Bearings shown herein are on assumed datum.
- Boundary lines of surveyed premises: 198,000 ft. (3,884 feet).
- The survey premises line corners to 72nd St. West & France Avenue South, both publicly dedicated right-of-way.
- Utilities shown herein are observed. Locations were not made during the process of this survey. No statement is made concerning the existence of underground utilities and/or structures may vary from locations shown herein and underground utilities and/or structures may be encountered. Contact Capital State One Call Notification Center at (888) 484-0662 for verification of utility types and field location prior to excavation.
- Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or concealed conditions or facilities that may affect the use or development of the surveyed property.
- There is no observable evidence of building construction or building additions within recent months. There is no observable evidence of site use as a solid waste dump, sink or sanitary landfill. There is no observable evidence of recent street or sidewalk repairs within recent months.
- Bearing's shown are on assumed datum.
- SMALL UTILITIES LOCATED AND SHOWN HEREIN PER Gopher State One Call Ticket 1983887. CITY UTILITIES PER CITY PLANS AND FIELD OBSERVATIONS. VERIFY WITH CITY PLANS IN DESIGN PROCESS.

BENCHMARK
BASE FOR ELEVATION: NAVD 83 VIA REAL TIME GPS
MEASUREMENTS (MINNESOTA)
DEPARTMENT OF TRANSPORTATION VES NETWORK

GRAPHIC SCALE



NORTH

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES SANITARY SINKER MANHOLE
- DENOTES STORM SINKER MANHOLE
- DENOTES CATCH BASIN
- DENOTES FIRE HYDRANT
- DENOTES STORM SINKER
- DENOTES CONCRETE
- DENOTES BITUMINOUS
- DENOTES GAS METER/BOX
- DENOTES UTILITY BOX
- DENOTES RETAINING WALL
- DENOTES EXISTING FENCE
- DENOTES UNDERGROUND TELEPHONE/FIBER OPTIC
- DENOTES UNDERGROUND GAS
- DENOTES UNDERGROUND ELECTRIC
- DENOTES WATERMAIN
- DENOTES SANITARY SINKER

PROPERTY DESCRIPTION (Per Title Commitment #8119 Third Supplemental 6-17-2014)

Parcel 1:
The East 1/2 of the South 1/2 of the Northeast Quarter of Section 31, Township 26, Range 24, according to the Government survey thereof, except that pertained within the plat of Oscar Roberts First Addition.

Henriette County, Minnesota.
Towns: Henriette
Towns: Henriette No. 800712

Parcel 2:
Togetherness the benefit of easements for sewage, drainage and storage of surface waters contained in that certain Easement dated January 28, 1972, filed February 8, 1972, as Document No. 1022383.

Parcel 3:
Togetherness the benefit of the easements for sewage, drainage and storage of surface waters contained in that certain Easement dated January 28, 1972, filed February 8, 1972, as Document No. 1022383.

Parcel 4:
Togetherness the benefit of the easements for sewage, drainage and storage of surface waters contained in that certain Easement dated January 28, 1972, filed February 8, 1972, as Document No. 1022383.

Schedule B2 (Per Title Commitment #8119 Third Supplemental 6-17-2014)

Item 1.0: Easement for various sewer purposes, in favor of Village of Edina, as created in document dated March 5, 1975, as Document No. 1025475. - AS SHOWN

Item 1.1: Easement for highway purposes, in favor of Village of Edina, as created in document dated July 30, 1987, filed October 5, 1987, as Document No. 581943.

Item 1.2: Highway easement, heirs of rights of access, in favor of Henriette County, contained in First Certificate filed August 28, 1967 as Document No. 885584 - 32 feet of roadway No. 20, right of access as shown but hereby waived, see document.

Item 1.3: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated November 13, 1974, filed February 8, 1975, as Document No. 1022383. - AS SHOWN

Item 1.4: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.5: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.6: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.7: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.8: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.9: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.10: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.11: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.12: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.13: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.14: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.15: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.16: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.17: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.18: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

Item 1.19: Terms and conditions of Easement for sewage, drainage and storage of surface waters dated January 28, 1972, as Document No. 1022383. - AS SHOWN

ZONING & SETBACK INFORMATION

- PROPERTY ZONED R.O.D. #1 (PLANNED OFFICE DISTRICT)
- SETBACK BUILDING
 - FRONT = 30' OR BUILDING HEIGHT, WHICHEVER IS GREATER.
 - INTERIOR = 10' OR BUILDING HEIGHT, WHICHEVER IS GREATER.
- PARKING UTILITIES:
 - 20' FROM STREET
 - 20' FROM FIRST RESIDENTIAL AREA
 - 20' FROM SOUTH

ABOVE INFORMATION PER "CITY TRAILER" AT CITY PLANNING DEPARTMENT (552-626-0465) 07/09/14.



11-Campbell Capital Group LLC, 11000 Corporate L.L.C., 7200 France Ave. S., Suite 200, Edina, MN 55435, a national banking association, its successors and/or assigns, and Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2010 Minimum Standard Data Requirements for ALTA/NSPS Land Title Surveys, and were established and accepted by ALTA and NSPS and include items 2.4, 5, 6, 7, 8, 9, 10, 11, and 12, of Table A thereof. The fieldwork was completed on 7/19/2014.

Date of Map: 8/15/2014

Revised: 8/15/2014 Name Change

Surveyor: [Signature]

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JOB #16409

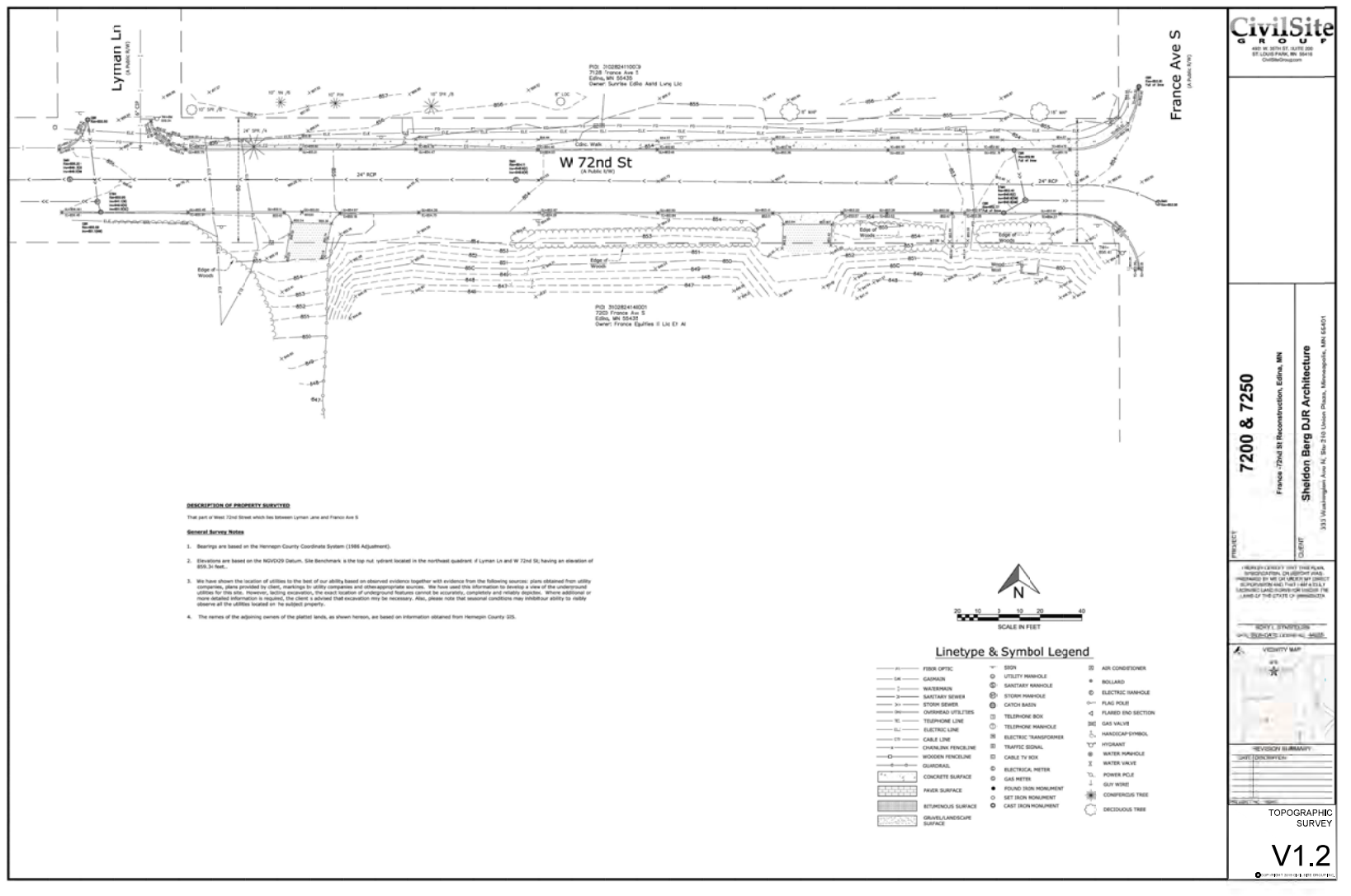


City of Edina, Minnesota (No Scale)

REVISION SUMMARY	
DATE	DESCRIPTION
08/03/16	REVISED

SITE SURVEY

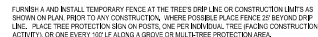
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1. RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

SEE SWPPP ON SHEETS SW1.0 - SW1.6



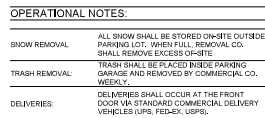
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----- 1128 -----	EX. 1' CONTOUR ELEVATION INTERVAL
	REMOVAL OF PAVEMENT AND ALL BASE MATERIAL INCLUDING BIT, CONC. AND GRAVEL PMTS.
	REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
	REMOVE CURB AND GUTTER, IF IN RIGHT-OF-WAY COORDINATE WITH LOCAL GOVERNING UNIT.

TREE REMOVAL - INCLUDING ROOTS AND STUMPS



C1.1



SITE AREA CALCULATIONS			
	EXISTING CONDITION	PHASE I CONDITION	
7200 PROPERTY	10,622.37 ± 81%	10,622.37 ± 81%	
BUILDING COVERAGES	84,973.97 ± 46.9%	84,973.97 ± 46.9%	
ALL PAVEMENTS	52,634.27 ± 43.6%	52,634.27 ± 43.6%	
ALL NON-PAVEMENTS			
TOTAL SITE AREA	138,632.57 ± 100.0%	138,632.57 ± 100.0%	
SITE AREA CALCULATIONS			
7200 PROPERTY	43,907.37 ± 29.8%	44,845.37 ± 30.7%	
BUILDING COVERAGES	1,779.37 ± 1.3%	14,973.37 ± 10.8%	
ALL PAVEMENTS	31,325.37 ± 22.7%	8,799.37 ± 6.3%	
ALL NON-PAVEMENTS			
TOTAL SITE AREA	77,012.57 ± 52.8%	77,012.57 ± 52.8%	
SITE AREA CALCULATIONS			
	EXISTING CONDITION	PHASE I CONDITION	
BUILDING COVERAGES	54,528.57 ± 25.7%	60,485.57 ± 23.4%	
ALL PAVEMENTS	31,325.57 ± 21.5%	52,985.57 ± 19.5%	
ALL NON-PAVEMENTS	52,878.57 ± 32.8%	66,616.57 ± 32.7%	
TOTAL SITE AREA	138,732.57 ± 100.0%	139,087.57 ± 100.0%	

7200 Property	IMPERVIOUS SURFACE		
	EXISTING CONDITION	78,188 SF	56.4%
	PHASE I CONDITION	78,026 SF	56.3%
	DIFFERENCE (EX. VS. PH.I.)	-162 SF	-0.1%
7250 Property	IMPERVIOUS SURFACE		
	EXISTING CONDITION	43,086 SF	31.1%
	PHASE I CONDITION	64,466 SF	46.5%
	DIFFERENCE (EX. VS. PH.I.)	21,380 SF	15.4%
Cumulative	IMPERVIOUS SURFACE		
	EXISTING CONDITION	121,274 SF	57.2%
	PHASE I CONDITION	142,492 SF	67.3%
	DIFFERENCE (EX. VS. PH.I.)	21,218 SF	10.0%

7200 Property	IMPERVIOUS SURFACE		
	EXISTING CONDITION	78,188 SF	56.4%
	PHASE I CONDITION	78,026 SF	56.3%
	DIFFERENCE (EX. VS. PH.I.)	-162 SF	-0.1%
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Cumulative	IMPERVIOUS SURFACE		
	EXISTING CONDITION	121,274 SF	57.2%
	PHASE I CONDITION	142,492 SF	67.3%
	DIFFERENCE (EX. VS. PH.I.)	21,218 SF	10.0%

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR TO OBTAIN A STATE ONE-CALL (800-485-5842) OR 800-485-5842 FOR UTILITY LOCATIONS AND HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES THAT ARE NOT IDENTIFIED AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PROVIDE PROTECTIVE MEASURES, ERECTION, SETBACK, UTILITY, BUILDINGS AND PERMITS. CONTRACTOR RESPONSIBLE FOR FINAL LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR COMMENCEMENT OF CONSTRUCTION, DUE TO LOCAL AGENCY'S BEING NOT CORRECTED AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR APPROVING THE ENGINEERING AND ARCHITECT TO INSTALLATION OF MATERIALS STATE LAWFUL FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION INCLUDING A PERMIT TO OCCUPY STREET OR HIGHWAY.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED ON THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL DELIVER VERIFIED COORDINATES AND LOCATION ORDINANCES A ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATION OF STRUCTURES, HIGHWAY PERMITS, CURBS AND DUTTER, BOLLARDS AND SIGNALS ARE APPROPRIATE AND SHALL BE STAKED IN THE FIELD PRIOR TO INSTALLATION FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. CONTRACTOR SHALL BUILD TO BUILDING FOUNDATION AND BE IN CHARGE OF THE GRADING.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEERING ARCHITECT PRIOR TO FABRICATION FOR ALL PRE-FABRICATED SITE IMPROVEMENT MATERIALS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEERING ARCHITECT PRIOR TO FABRICATION FOR ALL PRE-FABRICATED SITE IMPROVEMENT MATERIALS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEERING ARCHITECT PRIOR TO FABRICATION FOR ALL PRE-FABRICATED SITE IMPROVEMENT MATERIALS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEERING ARCHITECT PRIOR TO FABRICATION FOR ALL PRE-FABRICATED SITE IMPROVEMENT MATERIALS.
9. FENCED CURB AND BARRIERS SHALL BE CONSTRUCTED WITH FRAMED CURB AND LANDINGS AREA IN ACCORDANCE WITH LOCAL AGENCY REQUIREMENTS SEE DETAIL.
10. CROWNFAST STRAPPING SHALL BE IN PLACE TO PREVENT SPALLS OR CRACKS OF CURB PERPENDICULAR TO THE CURB. ALL CURB WITH CRACKS OR SPALLS SHALL BE REPAIRED PRIOR TO CLOSING. FURNISHING SIGNALS, WALLS AND BOLLARDS. SIGNALS, FLAGPOLES, LANDING PANE FOR ASSEMBLY, CARP AND LIGHT POLES, THE OWNER RESERVES THE RIGHT TO MAKE CHANGES TO THE CURB AND BARRIERS WITHOUT NOTICE.
11. SEE PLAN FOR CURB AND BARRIERS. SEE BETWEEN CURB TYPES. SEE DETAIL.
12. ALL CURB SHALL BE UNIFORM IN COLOR AND FINISH.
13. CONTRACTOR SHALL REFER TO PLAN, RIT FOR ALL BOUNDARIES NUMBERS, AREA AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
14. FIELD VERIFIED ALL EXISTING SITE CONDITIONS.
15. PARKING LANE TO BE OPEN FOR PARKING. ALL OTHER PARKING LANE NOT TO BE OPEN.
16. ALL FINISHING PAVING STOPPING TO BE WIDE OF WET PAVEMENT.
17. ALL PARKING PAVING TO BE STOPPED TO WIDE OF WET PAVEMENT. SEE DETAIL. SEE FOR PAVEMENT SECTIONS.
18. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE TO THE PROPERTY LINE.

1. RESERVED FOR CITY SPECIFIC NOTES.

LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE)
SEE GEOTECHNICAL REPORT FOR AGGRADGATE BASE &
NEAR COURSE DEPTHS. SEE CIVIL DETAIL.

HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE)
SEE GEOTECHNICAL REPORT FOR AGGRADGATE BASE &
NEAR COURSE DEPTHS. SEE CIVIL DETAIL.

CONCRETE PAVEMENT (IF APPLICABLE)
SEE SPREAD PAD OR BALKS SEE GEOTECHNICAL
REPORT FOR AGGRADGATE BASE & CONCRETE
DEPTHS. WITHIN ROW SEE CIVIL DETAIL. WITHIN
PRIVATE PROPERTY SEE CIVIL DETAIL.

PROPERTY LINE

CONSTRUCTION LIMITS

**CURB AND GUTTER-SEE NOTES (1) & (2) TOP OF
GUTTER WHERE APPLICABLE-SEE PLAN**

TRAFFIC: ORIENTAL, ARROW PAVEMENT MARKINGS

STOP AND STOP ASSEMBLY, STOP DRAWINGS REQUIRED
H+ = ACCESSORY SIGN
N+ = NO PARKING FIRE LINE
S+ = STOP
C+ = COMPACT CAR PARKING ONLY

**ACCESSIBILITY ARROW (IF APPLICABLE): DO NOT
PARK**



PRELIMINARY:
NOT FOR
CONSTRUCTION

7200 & 7250 FRANCE

7200 & 7250 FRANCE AVE S, EDINA, MN 55435

ORION INVESTMENTS

5550 YORK AVE S SUITE 207, EDINA, MN 55435

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

David J. Kneib

DATE 8/12/22 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION

DATE	DESCRIPTION
06/01/2002	111 SUBMITTAL
06/20/2002	210 SUBMITTAL

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PROJECT NUMBER: 21419

REVISION SUMMARY	
DATE	DESCRIPTION

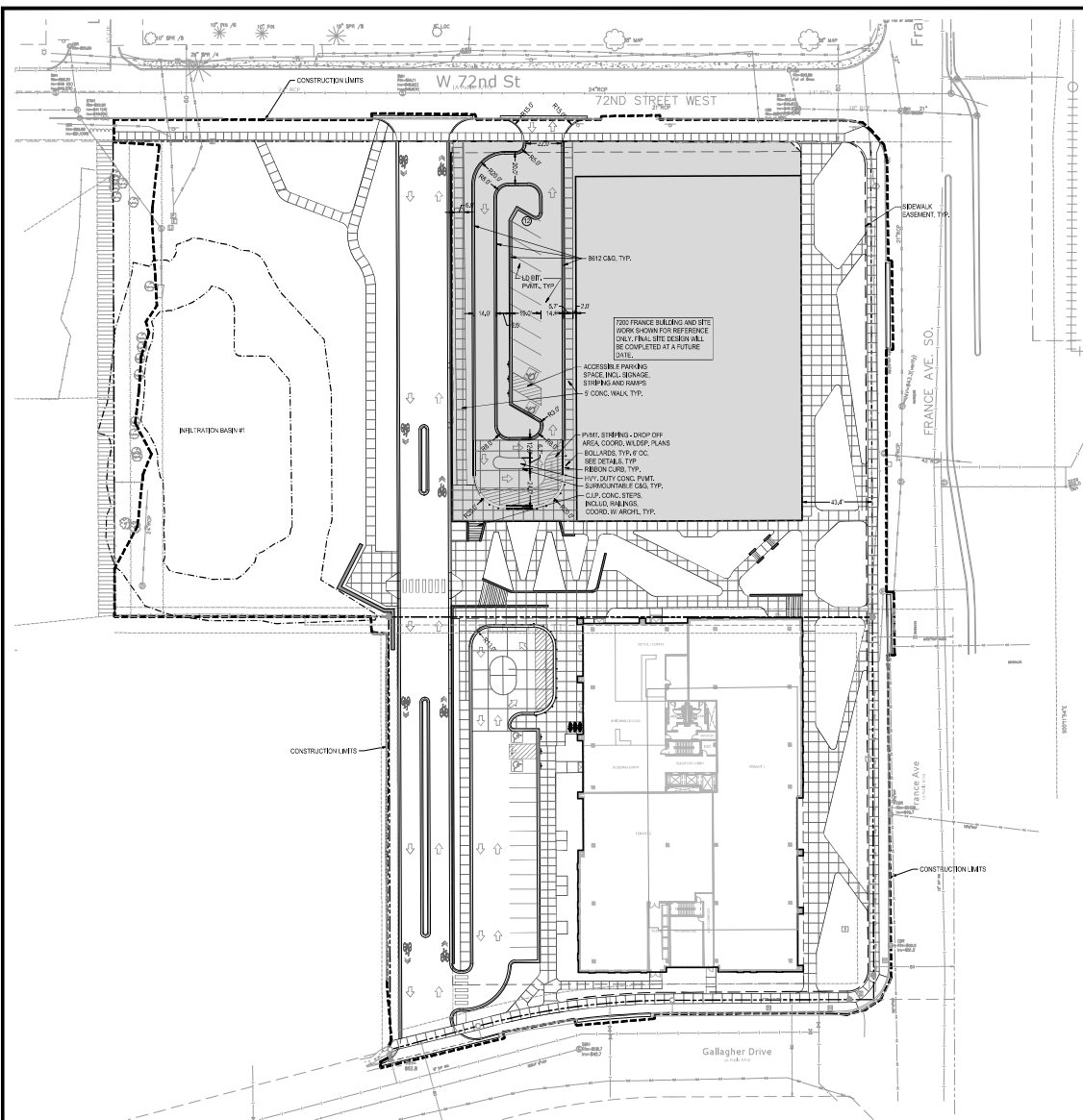
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OPERATIONAL NOTES:	
SNOW REMOVAL:	ALL SNOW SHALL BE STORED ON-SITE OUTSIDE PARKING LOT. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS ON-SITE.
TRASH REMOVAL:	TRASH SHALL BE PLACED IN PARKING GARAGE AND REMOVED BY COMMERCIAL CO. WEEKLY.
DELIVERIES:	DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FEDEX, USPS).

SITE AREA TABLE:

SITE AREA CALCULATIONS			
7200	EXISTING CONDITION	45,372 SF	8.5%
	PHASE II CONSTRUCTION	45,372 SF	8.5%
	DIFFERENCE (EX. VS PH II.2)	0.00 SF	0.0%
7250	EXISTING CONDITION	45,372 SF	8.5%
	PHASE II CONSTRUCTION	45,372 SF	8.5%
	DIFFERENCE (EX. VS PH II.2)	0.00 SF	0.0%
TOTAL SITE AREA			
7200		45,372 SF	8.5%
7250		45,372 SF	8.5%
TOTAL SITE AREA		90,744 SF	17.0%

IMPERVIOUS SURFACE			
7200	EXISTING CONDITION	76,887 SF	16.8%
	PHASE II CONSTRUCTION	76,887 SF	16.8%
	DIFFERENCE (EX. VS PH II.2)	0.00 SF	0.0%
7250	EXISTING CONDITION	44,086 SF	12.3%
	PHASE II CONSTRUCTION	44,086 SF	12.3%
	DIFFERENCE (EX. VS PH II.2)	0.00 SF	0.0%
TOTAL SITE AREA			
7200		76,887 SF	16.8%
7250		44,086 SF	12.3%
TOTAL SITE AREA		120,973 SF	29.1%

SITE LAYOUT NOTES:

- ALL LIVE UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "OWNER STATE ONE CALL" (800) 485-5822 OR 800-252-1165 FOR UTILITY LOCATIONS 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION AND INCLUDING BUT NOT LIMITED TO: LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AT OR CONCURRENT WITH CONSTRUCTION DUE TO LOCATION ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. SITE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNER REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD PRIOR TO INSTALLATION FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BOLLARD DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDINGS TO BUILDING FOUNDATION IS TO BE SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO: THE FOLLOWING: FURNISHING, PAVEMENTS, WALLS, BOLLARDS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAUPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAUPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH ADA REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 2" WIDE WHITE PAINTED LINE, SPACED 4" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- SEE SITE PLAN FOR CURB AND GUTTER TYPE, TAPER BETWEEN CURB TYPES-SEE DETAIL.
- ALL CURB RISES AND SLOPES SHALL BE AS SPECIFIED OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- PAVING IS TO BE SET PARALLEL TO PERPENDICULAR TO PAINTING BUILDING UNLESS NOTED OTHERWISE.
- ALL PARKING LOT PAINT STRIPING TO BE WHITE, WHITE TYPE.
- GRAVINOUS PAVING TO BE "LIGHT" DUTY UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
- ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRAINAGE. SEE LANDSCAPE DOCUMENTS.

CITY OF EDINA SITE SPECIFIC NOTES:

- RESERVED FOR CITY SPECIFIC NOTES.

SITE PLAN LEGEND

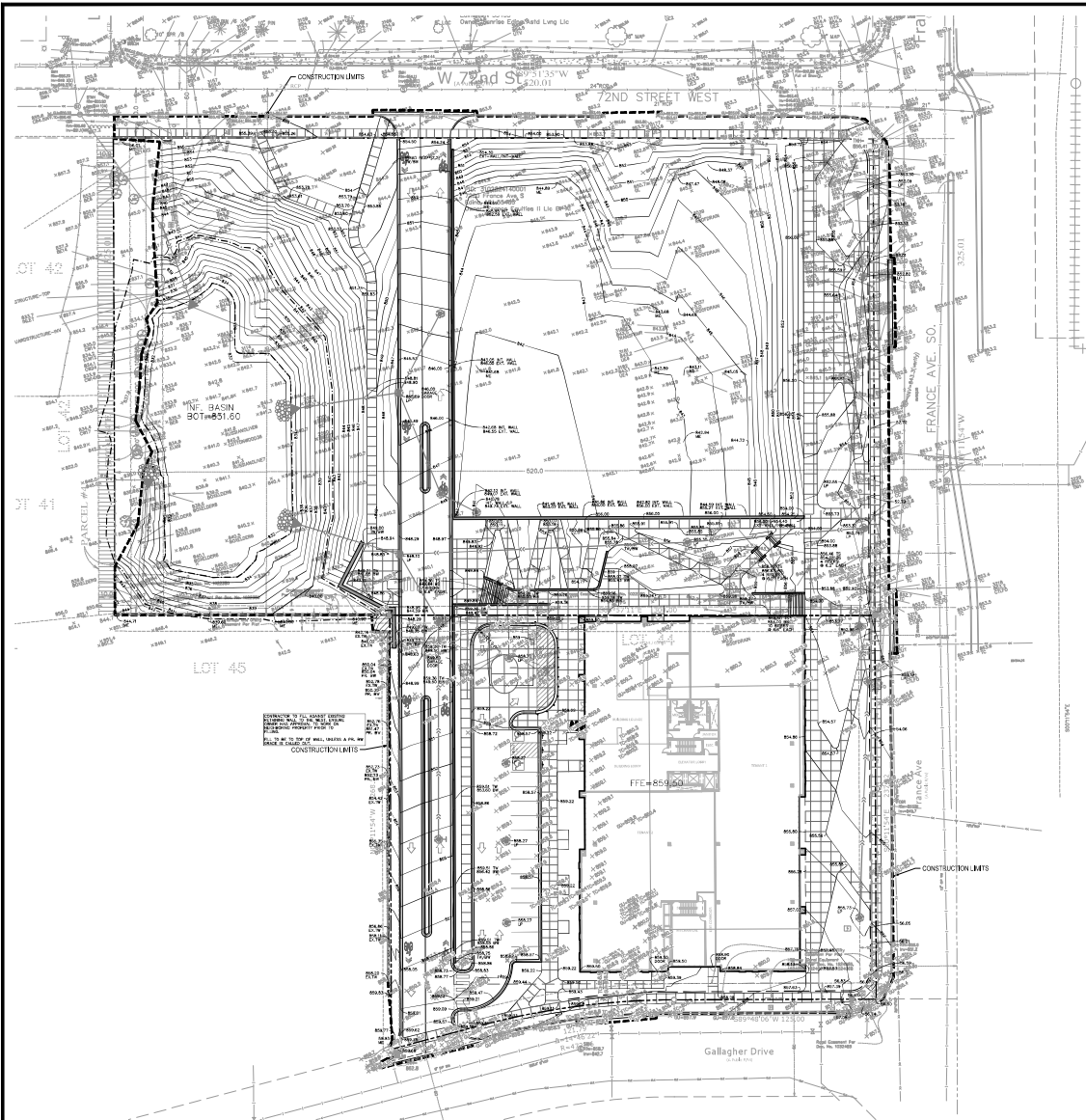
- PHASE II CONSTRUCTION LIMITS
- LIGHT DUTY BITUMINOUS PAVEMENT IF APPLICABLE. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
- HEAVY DUTY BITUMINOUS PAVEMENT IF APPLICABLE. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
- CONCRETE PAVEMENT IF APPLICABLE AT SPECIFIED PAVEMENTS. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS. WITHIN ROW SEE CITY DETAIL. WITHIN PRIVATE PROPERTY SEE CUS DETAIL.
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER NOTES (C.G.) 18" OUT GUTTER WHERE APPLICABLE-SEE PLAN
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- STOP AND POST ASSEMBLY, SHOP DRAWINGS REQUIRED.
- NO ACCESSIBLE SIDEWALK
- NO PARKING FIRE LANE
- ST-STOP
- COMPACT CAR PARKING ONLY
- ACCESSIBILITY ARROW (IF APPLICABLE) DO NOT PAINT.



PRELIMINARY:
NOT FOR
CONSTRUCTION

7200 & 7250 FRANCE
7200 & 7250 FRANCE AVE S. EDINA, MN 55445
ORION INVESTMENTS
6950 YORK AVE S SUITE 207, EDINA, MN 55435

DESIGNED BY: CIVIL SITE	
CHECKED BY: CIVIL SITE	
DATE: 10/20/2022	
ISSUES/SUBMITTAL SUMMARY	
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GENERAL GRADING NOTES:

- CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (P.E. L.E. G.E.) PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL, AND CIVIL ELEVATIONS FOR EQUIVALENT "TOP" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THE COORDINATION SHALL BE COMPLETED IN WRITING BY C.E.M. SUPERVISOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "COPPER STATE ONE CALL" (800-468-4000 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- SEE SITE PLAN FOR HORIZONTAL LAYOUT AND GENERAL GRADING NOTES.
- THE CONTRACTOR SHALL COMPLY WITH THE SITE GRADING CONSTRUCTION INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC. IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
- ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE A RIGHT-OF-WAY EXCAVATION PERMIT. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE.
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "COPPER STATE ONE CALL" (800-468-4000 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS A PERMIT REQUIREMENTS OF THE CITY.
- PROPOSED SPOT GRADES ARE FLOW-TO-FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
- GRADES OF WALKS SHALL BE INSTALLED WITH A MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
- PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS 4:1.
- PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER AND CIVIL ARCHITECT PRIOR TO TOPSOIL AND GRASSING ACTIVITIES.
- IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
- EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR GRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL MAINTAIN EXPOSED TOPSOIL FOR REPAIRING ON THE SITE AS PREPARED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PAD, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBMIT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES, REPAIR TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 4 INCHES.
- FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS, PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, ON BETWEEN SLOPE POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADING SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS. TRAFFIC AND PROBABLY REPAIR ALL AREAS THAT HAVE BECOME RUPTURED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DETURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST HOLE WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEN AXLE TRUCK WITH A GROSS WEIGHT OF 20 TONS. THE TEST HOLE SHALL BE AT THE DISCRETION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSATISFACTORY. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST HOLE SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/RETENTION SYSTEMS.
- TOLERANCES
- 13.1. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
- 13.2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.35 FOOT ABOVE, OR 0.35 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
- 13.3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
- 13.4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
14. MAINTENANCE
- 14.1. THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
- 14.2. CONTRACTOR SHALL REPAIR AND REESTABLISH GRADING IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES, DURING THE CONSTRUCTION IF REQUIRED, AND DURING THE WARRANTY PERIOD. ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDING AND MULCHING.
- 14.3. WHERE COVERED COMPACTED AREAS ARE DETURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARP, SURFACE, RESEED, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

CITY OF EDINA GRADING NOTES:

- RESERVED FOR CITY SPECIFIC GRADING NOTES.

EROSION CONTROL NOTES:

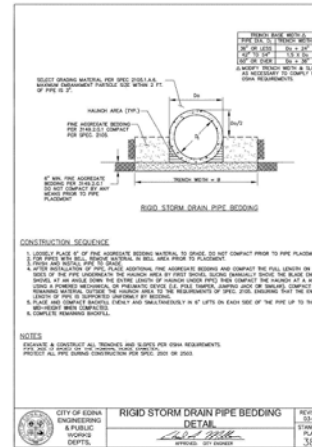
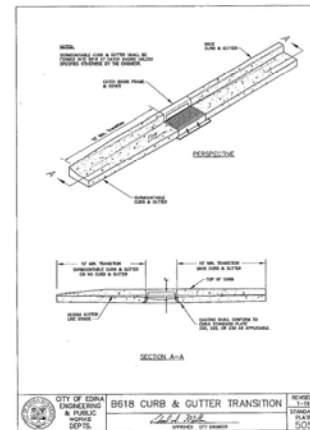
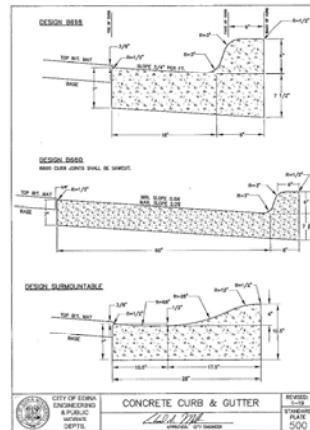
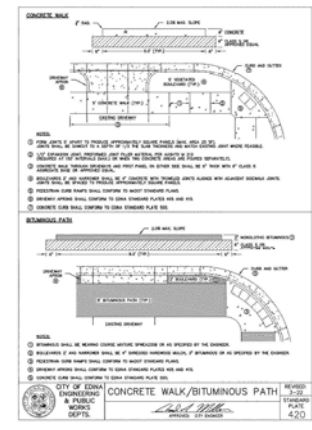
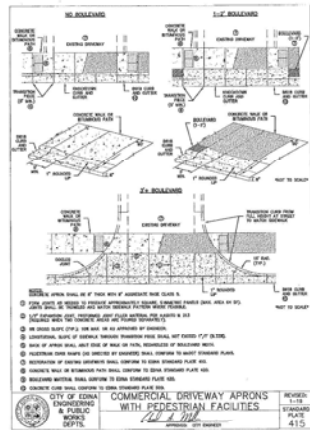
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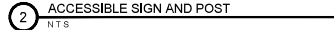


1. RESERVED FOR CITY SPECIFIC UTILITY NOTE



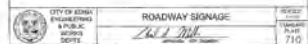
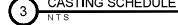
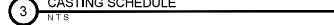
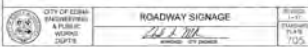
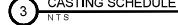
1. RESERVED FOR CITY SPECIFIC UTILITY NOTE





CASTING SCHEDULE		
CATCH BASIN/MANHOLE/SEWER	GRATE TYPE (REMARK)	REMARKS
2, 22, 31-39	R-305/C (V GRATE)	STORM CURB INLET
3, 4, 31	R-2501	STORM AREA DRAIN INLET
23, 24, 41, 42	R-1642	STORM MANHOLE

- NOTE:
1. CASTINGS SHALL BE MEEHAN-FOUNDRY CASTINGS OR APPROVED EQUIVALENT.
2. CASTINGS SHALL BE STAMPED WITH APPROPRIATE UTILITY NAME ("STORM SEWER", "SANITARY SEWER").



CONSTRUCTION SEQUENCING

- | GENERAL NOTES | GENERAL NOTES |
|---|--|
| <p>1. INSTALL EARTH RETENTION OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT EROSION FROM LAUNCH OR ENTERING THE PRACTICE DURING CONSTRUCTION.</p> <p>2. DISCONTINUE TEMPORARY EROSION CONTROL DEVICES AT LEAST 15 FEET BEFORE ANY UP GRADIENT LAND RESTORATION BEGINS.</p> <p>3. MAINTAIN SUFFICIENT COVER OF EROSION CONTROL PRACTICES.</p> <p>4. INSTALL UTILITY (WATER, SANITARY, SEWER, FLOOD, PNEUM, FIRE, ETC.) PRIOR TO SETTING HATCHES.</p> <p>5. SLOUGH CHANNELS WITHIN THE EROSION PRACTICES ARE BEING USED FOR TEMPORARY SEDIMENT BASINS LEAVE A MINIMUM OF 3 FEET OF COVER OVER THE PRACTICES TO PROTECT THE UNDERLYING SOILS.</p> <p>6. REPAIR OR REPLACE ANY OTHER EROSION IMPROVEMENTS.</p> <p>7. PLANT ALL AREAS AFTER EROSION ENDING.</p> <p>8. CONSTRUCT TEMPORARY DRAINAGE DITCHES UPON STABILIZATION OF CONTROLLING DRAINAGE AREA.</p> <p>9. MAINTAIN TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.</p> <p>10. PLANT AND/OR ROCK BULK EROSION PROTECTION DEVICES.</p> <p>11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTROLLING DRAINAGE AREA IS ADEQUATELY VEGETATED.</p> | <p>1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE IMP DUMPING OF IMMEDIATELY FOLLOWING EXCAVATION, THE MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.</p> <p>2. GRADING OF EROSION CONTROL SHALL BE ACCOMPLISHED USING LOZCONTRACTOR GRADING/EQUIPMENT TO PREVENT COMPACTING OF UNDERLYING SOILS.</p> <p>3. ALL SUB MATERIALS BELOW THE SPECIFIED BRETENTION DEPTH/ ELEVATION SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.</p> |

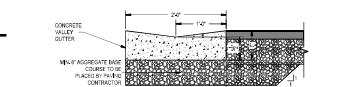
BIO-INFILTRATION BASIN (RAIN GARDEN - TYP.)



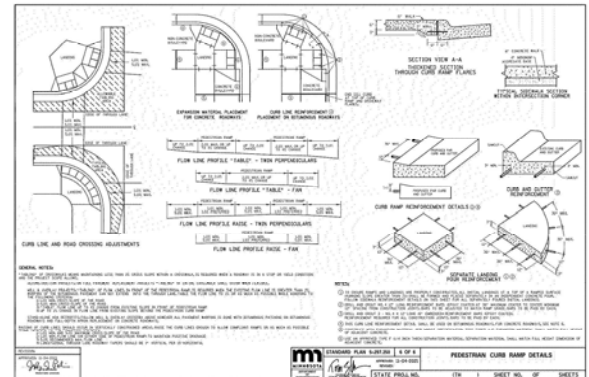
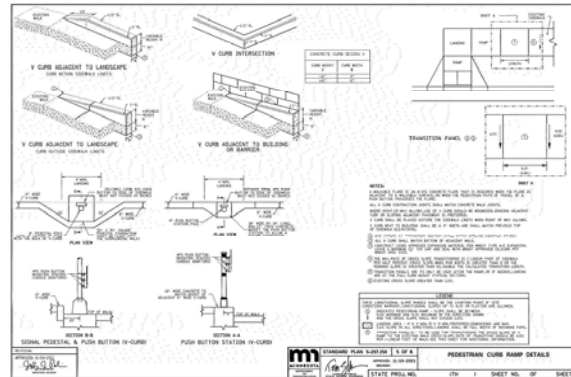
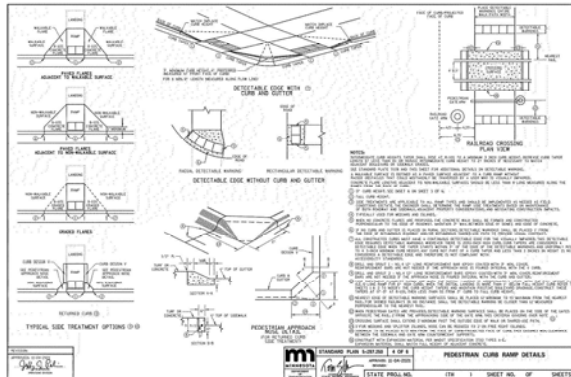
5 LIGHT DUTY BITUMINOUS PAVEMENT
NTS



6 RIBBON CURB
NTS



7 VALLEY GUTTER
NTS

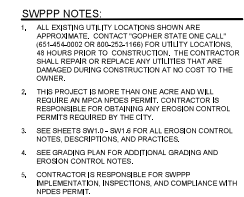


00 & 7250 FRANCE
7200 & 7250 FRANCE AVE S, EDINA, MN 55435

ORION INVESTMENTS
8550 YORK AVE S SUITE 207, EDINA, MN 55435

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
REVISION	1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826.

C5.2



1. RESERVED FOR CITY SPECIFIC EROSION CONTROL NOTES

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

CivilSite
Civil Engineering • Surveying • Landscape Architecture
5000 Greenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0000

PRELIMINARY:
NOT FOR
CONSTRUCTION

7200 & 7250 FRANCE

72200 & 7250 FRANCE AVE S, EDINA, MN 55435

ORION INVESTMENTS

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,
David J. Knaeble
DAVID J. KNAEBLE
DATE: 8/12/22 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
06/02/2022	1st SUBMITTAL
06/20/2022	2nd SUBMITTAL

DRAWN BY: AM REVIEWED BY: CK
PROJECT NUMBER: 21419

REVISION SUMMARY







DATE	DESCRIPTION
11-1-11	
11-1-11	
11-1-11	
11-1-11	

PH. 1 SWPPF

PROPOSED
CONDITION
SW/1 1

SVV 1.1

LEGEND:

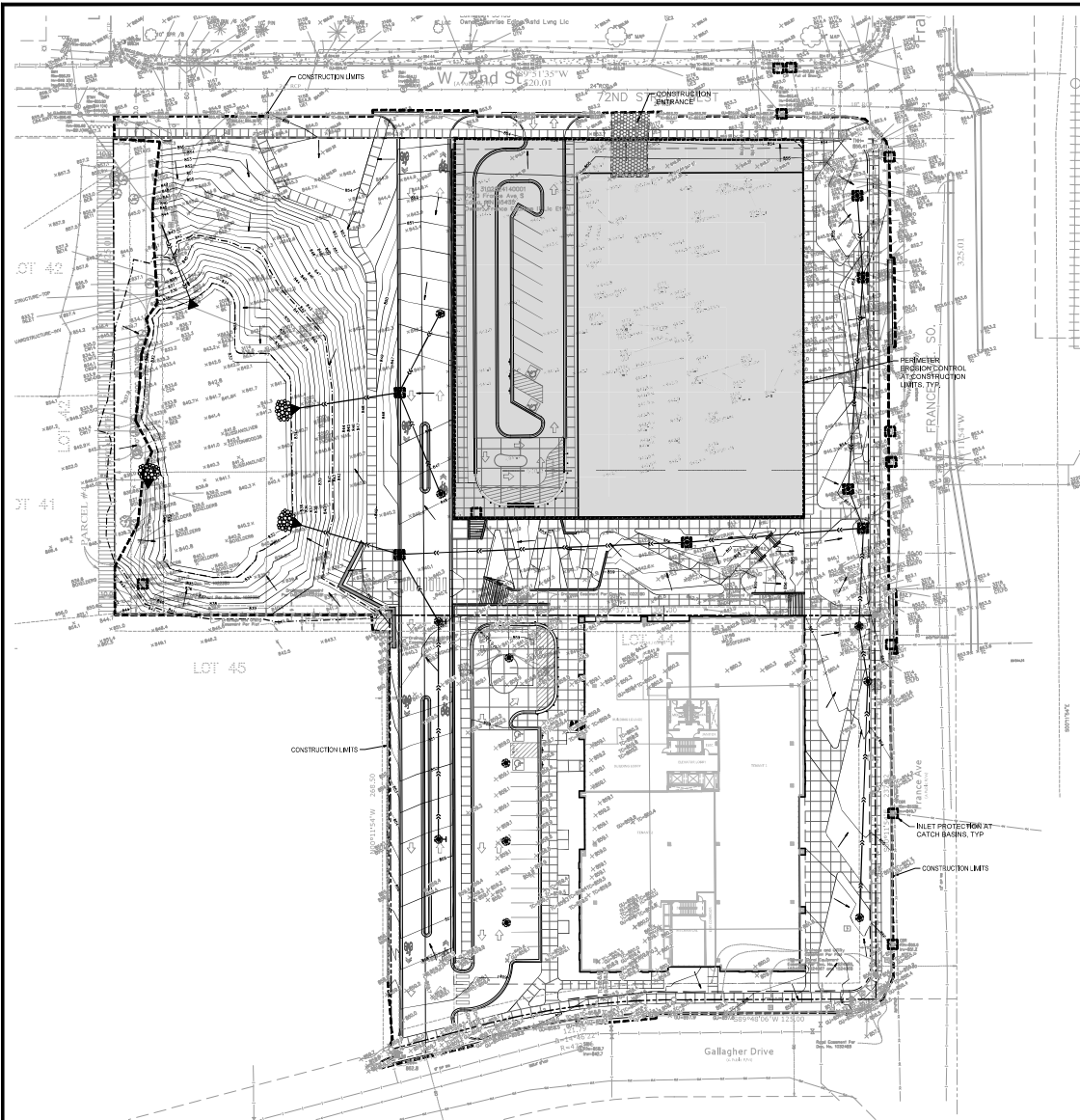
	EX. 1" CONTOUR ELEVATION INTERVAL
	1/2" CONTOUR ELEVATION INTERVAL, DRAINAGE ARROW
	SILT FENCE / BERMOLL - GRADING LIMIT
	INLET PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET



Know what's below.
Call before you dig.



1° = 307.0°



SWPPP NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "Gopher State One Call" (877-44-4262 OR 800-251-1161) FOR UTILITY LOCATIONS 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. THIS PROJECT IS MORE THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1-LT - SW1-LR FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

CITY OF EDINA EROSION CONTROL NOTES:

1. RESERVE FOR CITY SPECIFIC EROSION CONTROL NOTES.

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THE SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

LEGEND:

- PHASE B CONSTRUCTION LIMITS
- EX. 1" CONTOUR ELEVATION INTERVAL
- 1.0' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SALT FENCE / BOLLARD - GRADING UNIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET



PRELIMINARY:
NOT FOR
CONSTRUCTION

7200 & 7250 FRANCE

7200 & 7250 FRANCE AVE S. EDINA, MN 55435

ORION INVESTMENTS

6950 YORK AVE S SUITE 207, EDINA, MN 55435

DESIGNED BY: CIVIL SITE
CHECKED BY: CIVIL SITE
DATE: 08/20/2022

ISSUE/SUBMITTAL SUMMARY

DATE: 08/20/2022

DESCRIPTION: 7200 & 7250 FRANCE

ISSUED BY: CIVIL SITE

REVISION SUMMARY

DATE: 08/20/2022

DESCRIPTION: 7200 & 7250 FRANCE

ISSUED BY: CIVIL SITE

REVISION SUMMARY

DATE: 08/20/2022

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DESCRIPTION: 7200 & 7250 FRANCE

ISSUED BY: CIVIL SITE

REVISION SUMMARY

DATE: 08/20/2022

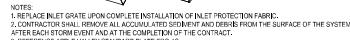
DESCRIPTION: 7200 & 7250 FRANCE

ISSUED BY: CIVIL SITE

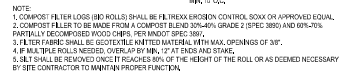
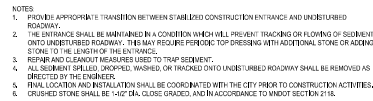
REVISION SUMMARY

DATE: 08/20/2022

DESCRIPTION: 7200 & 7250 FRANCE



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NOTE: THIS INSPECTION REPORT DOES NOT ADDRESS ALL ASPECTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS), CONSTRUCTION STORMWATER PERMIT (PERMIT) ISSUED ON AUGUST 1, 2016. THE COMPLETION OF THIS CHECKLIST DOES NOT GUARANTEE THAT ALL PERMIT REQUIREMENTS ARE IN COMPLIANCE. IT IS THE RESPONSIBILITY OF THE PERMITTEE(S) TO READ AND UNDERSTAND THE PERMIT REQUIREMENTS.

SITE NAME: _____
 SITE ADDRESS: _____ PERMIT NUMBER: _____
 CITY: _____ STATE: _____ ZIP CODE: _____

INSPECTION INFORMATION

INSPECTOR NAME: _____ PHONE NUMBER: _____

ORGANIZATION/COMPANY NAME: _____

DATE (MM/DD/YYYY): _____ TIME: _____ AM / PM

IS THE INSPECTOR CERTIFIED IN SEDIMENT AND EROSION CONTROL AND IS IT DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP)? ☐ Y ☐ N

IS THIS INSPECTION ROUTINE OR IN RESPONSE TO A STORM EVENT: ☐ ☐

7 DAY RAIN
☐ ☐

RAINFALL AMOUNT (IF APPLICABLE): _____ Y N
 IS SITE WITHIN ONE AERIAL MILE OF SPECIAL OR IMPAIRED WATER THAT CAN POTENTIALLY RECEIVE DISCHARGE FROM THE SITE? ☐ ☐
 IF YES, FOLLOW SECTION 23 AND OTHER APPLICABLE PERMIT REQUIREMENTS

NOTE: IF N/A IS SELECTED AT ANY TIME, SPECIFY

CONSTRUCTION REQUIREMENT (SECTION 4)	Y	N	N/A
ARE SICKS STABILIZED WHERE NO CONSTRUCTION ACTIVITY HAS OCCURRED FOR 14 DAYS INCLUDING STOCKPILES/7 DAYS WHERE AVAILABLE, OR 24 HOURS DURING MINIMUMS DEPARTMENT OF NATURAL RESOURCES (DNR) FISH SPOONING PERIODS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HAS THE NEED TO OPTIMIZE STOPS BEEN MINIMIZED?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET CLOSURES AND/OR TRAFFIC CONTROL PLAN/PRINCIPLES DESIGNED FOR STREET CLOSURES USED?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ALL OTHERS AVAILABLE STABILIZED 200' AHEAD FROM POINT OF DISCHARGE OR PROPERTY EDGE WITHIN 24 HOURS? (MUCH AS POSSIBLE) OR ARE BEST MANAGEMENT PRACTICES USED TO PREVENT DISCHARGE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS THE SICKS > GREATER THAN APPROXIMATE BAYS INSTALLED PROTECTIVE PROPERTY LINES?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DUMP CATCHES HAVE HAD IMPROVED TREATMENT 24 HOURS OF CONSTRUCTION?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONSTRUCTION PREVENTS SICKS FROM BEING ACCORDING TO THE SWPPP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARE AREAS USED TO BE OBTAINED MARKED OFF (FLOODS, SIGNS, ETC.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

SEWAGE TREATMENT CONTROL REQUIREMENTS (SECTION 5.1)			
	Y	N	N/A
1. ARE PERMITTEE SEDIMENT CONTROLS INSTALLED PROPERLY ON ALL DOWN GRADERS PERMITTEES?			
2. ARE APPROPRIATE BAY INSTALLED PROTECTION BARRIERS, CATCH BASINS, AND COLLECTOR LINES?			
3. DO YOU CURRENTLY SUFFER FROM PROBLEMS ASSOCIATED WITH EXCESSIVE FLOW DURING RAINFALL?			
4. ARE YOU REQUIRED TO MAINTAIN SEDIMENTATION BASINS?			
5. DO ALL RAINFALL EVENTS HAVE PERMITTEE CONTROLS IN PLACE?			
6. DO YOU HAVE A RAINFALL SEDIMENTATION BASIN ON THE EAST AND SOUTH GRADERS IN SECTION 54 OF THE PERMIT?			
7. ARE ISOTOPIC CONTAINERS BEING MAINTAINED WHERE NOT DESIGNED FOR COMPACTION?			
8. IS TOPSOIL BEING PRESERVED UNLESS INFEASIBLE?			
9. IF CHEMICAL FLOCCULANTS ARE USED TO TREAT A CHEMICAL FLOCCULANT PLAN IN PLACE?			

COMMENTS

MAINTENANCE AND INSPECTIONS (SECTION 11)

	Y	N	N/A
1. ARE ALL PREVIOUSLY STABILIZED AREAS MAINTAINING GROUND COVER?			
2. ARE PERIMETER CONTROLS MAINTAINED AND FUNCTIONING PROPERLY? SEDIMENT REMOVED WHEN NEARLY FULL?			
3. ARE ALL PROTECTIVE COVERINGS MAINTAINED AND ADEQUATELY PROTECTED FROM THE PILETS?			
4. ARE THE TEMPORARY SEDIMENT BASINS BEING MAINTAINED AND FUNCTIONING PROPERLY?			
5. ARE VEHICLE TRACKING BMPs AT SITE EXISTING IN PLACE AND MAINTAINED AND FUNCTIONING PROPERLY?			
6. IS ALL TRACKED SEDIMENT BEING REMOVED WITHIN 24 HOURS?			
7. HAVE ALL SURFACE WATERS, DITCHES, CONVEYANCES, AND DISCHARGE POINTS BEEN INSPECTED?			
8. WERE ANY DISCHARGES SEEN DURING THIS INSPECTION (I.E., SEDIMENT, TURBID WATER, OR OTHERWISE)?			

IF YES, RECORD THE LOCATION OF ALL POINTS OF DISCHARGE, PHOTOGRAPH AND DESCRIBE THE DISCHARGE (SIZE, COLOR, ODOR, FOAM, OIL SHEEN, TIME, ETC.). DESCRIBE HOW THE DISCHARGE WILL BE ADDRESSED, WAS THE DISCHARGE A SEDIMENT DELTA? IF YES, WILL THE DELTA BE RECOVERED WITHIN SEVEN DAYS AND IN ACCORDANCE WITH ITEM 11.5 OF THE PERMIT?

COMMENTS:

POLLUTION PREVENTION (SECTION 12)

1. ARE ALL CONSTRUCTION MATERIALS THAT CAN LEACH POLLUTANTS UNDER COVER OR PROTECTED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. ARE HAZARDOUS MATERIALS BEING PROPERLY STORED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. ARE APPROPRIATE BMP'S BEING USED TO PREVENT DISCHARGES ASSOCIATED WITH FUELING AND MAINTENANCE OF EQUIPMENT OR VEHICLES?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ARE ALL SOLID WASTES BEING PROPERLY CONTAINED AND DISPOSED OF?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. IS THERE A CONCRETE/OTHER MATERIAL WASHOUT AREA ON SITE AND IS IT BEING USED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. IS THE CONCRETE WASHOUT AREA MARKED WITH A SIGN?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. ARE THE CONCRETE/OTHER MATERIAL WASHOUT AREAS PROPERLY MAINTAINED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

OTHER

YES	Y	N	N/A
1. IS A COPY OF THE SWPPP, INSPECTION RECORDS, AND TRAINING DOCUMENTATION LOCATED ON THE CONSTRUCTION SITE, OR CAN IT BE MADE AVAILABLE WITHIN 72 HOURS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. HAS THE SWPPP BEEN FOLLOWED AND IMPLEMENTED ON SITE, AND AMENDED AS NEEDED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. IS ANY DEWATERING OCCURRING ON SITE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. IF YES, WHAT BMPs ARE BEING USED TO ENSURE THAT CLEAN WATER IS LEAVING THE SITE AND THE DISCHARGE IS NOT CAUSING EROSION OR SCOUR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. WILL A PERMANENT STORMWATER MANAGEMENT SYSTEM BE CREATED FOR THIS PROJECT IF REQUIRED AND IN ACCORDANCE WITH SECTION 15 OF THE PERMIT (IF ADDING AN ACRE OR MORE OF NEW IMPERVIOUS SURFACE)? ☐ ☐ ☐

IF YES, DESCRIBE:

5. IF INFILTRATION/FILTRATION SYSTEMS ARE BEING CONSTRUCTED, ARE THEY MARKED AND PROTECTED FROM COMPACTION AND SEDIMENTATION?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. DESCRIPTION OF AREAS OF NON-COMPLIANCE NOTED DURING THE INSPECTION, REQUIRED CORRECTIVE ACTIONS, AND RECOMMENDED DATE OF COMPLETION OF			

7. PROPOSED AMENDMENTS TO THE SWPPP:

8. POTENTIAL AREAS OF FUTURE CONCERN:

9. ADDITIONAL COMMENTS

DISCLOSURES:
 • AFTER PM

- THE PERMITTEE(S) IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BEST PRACTICES AS WELL AS EROSION PREVENTION AND SEDIMENT CONTROL BMPs UNTIL THE MINNESOTA POLLUTION CONTROL AGENCY, OR ANOTHER PERMITTEE HAS OBTAINED COVERAGE UNDER THIS PERMIT ACCORDING TO SECTION 3, OR THE PROJECT HAS MET THE TERMINATION CONDITIONS OF THE PERMIT AND NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE MINNESOTA POLLUTION CONTROL AGENCY.

ATTACHMENT C - ABOVE-GROUND

- [illegible]

PRELIMINARY:
NOT FOR
CONSTRUCTION

200 & 7250 FRANCE
7200 & 7250 FRANCE AVE S, EDINA, MN 55435

ORION INVESTMENTS
6550 YORK AVE S SUITE 207, EDINA, MN 55435

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 MISSISSIPPI.

David J. Kneetle
NTE 8/12/22 LICENSE NO. 48775

[illegible]

DRAWN BY: AM		REVIEWED BY: DK	
OBJECT NUMBER: 21419			
REVISION SUMMARY			
DATE	DESCRIPTION		

PPP - ATTACHMENTS

SW1.6



7200-7250

7200-7250 France Avenue
South, Edina, MN

CONFLUENCE

LANDSCAPE ARCHITECT
500 N THIRD ST. SUITE 120
MINNEAPOLIS, MN 55402
(763) 836-3742 FAX (763) 836-8807
www.confluencemn.com

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ARCHITECTURE & DESIGN

100 Washington Avenue South, Suite 1000
Minneapolis, MN 55401
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www.escaudio.com

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P.U.D.
SUBMISSION
08/12/2022

ORIGINAL ISSUE:

REVISIONS:

1.000 - Check & Update 11/10/22

22113
PROJECT NUMBER

JC

DESIGNED BY

REV IN JAR

TM

OWNED BY

LANDSCAPE SITE PLAN
RENDERED "PHASE 1B"

L1.1B



7200-7250

7200-7250 France Avenue
South, Edina, MN

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SUBMISSION
08/12/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

22113

PROJECT NUMBER

IC

DESIGNED BY

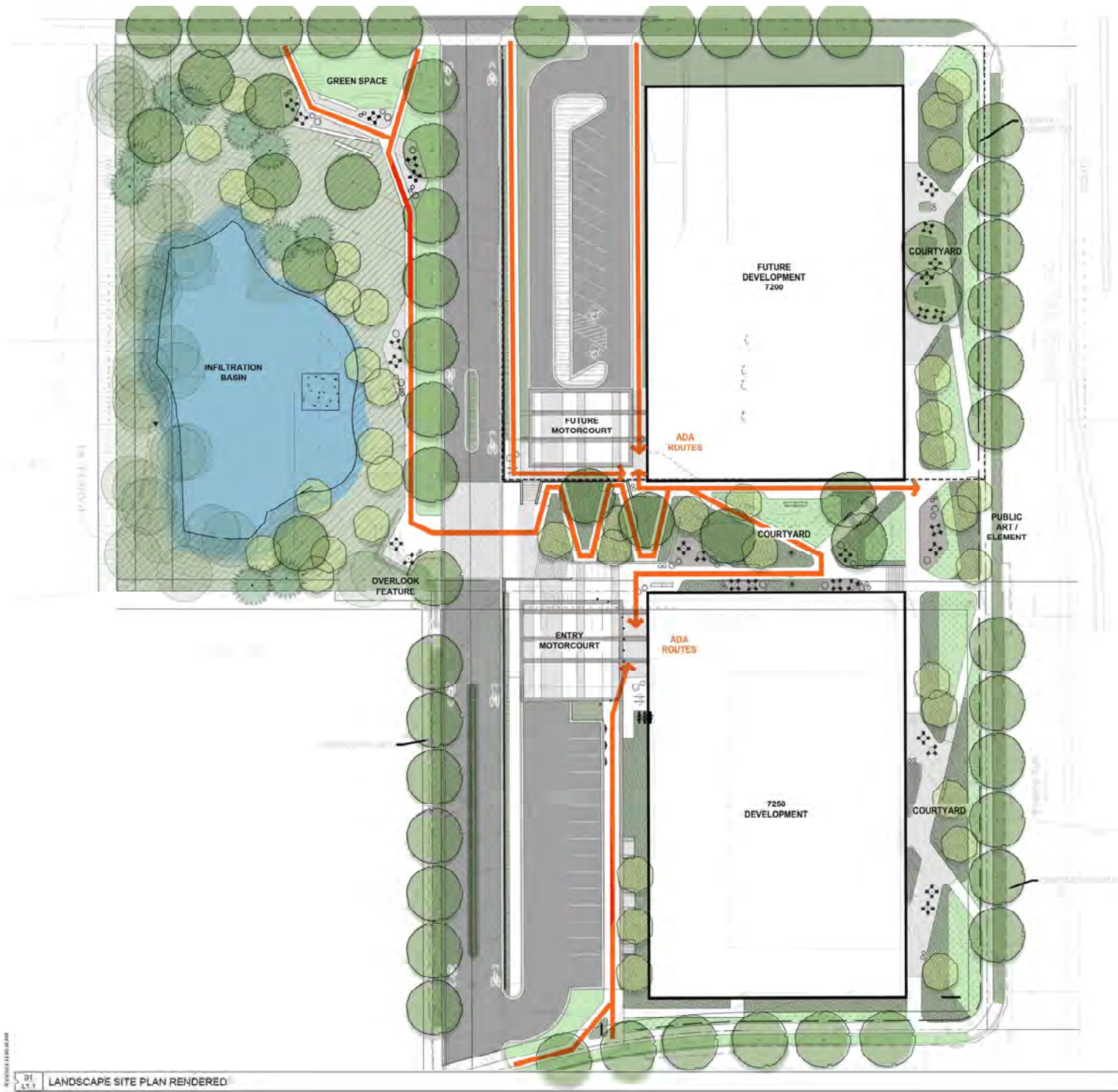
REV IN JAN

TM

OWNED BY

LANDSCAPE SITE PLAN
RENDERED "PHASE 2"

L1.2



7200-7250

7200-7250 France Avenue
South, Edina, MN

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ORIGINAL ISSUE:

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No. Description Date

22113

PROJECT NUMBER

IC

DESIGNED BY

KEY PLAN

TM

CONSTRUCTED BY

DATE

LANDSCAPE SITE PLAN
RENDERED

L1.3

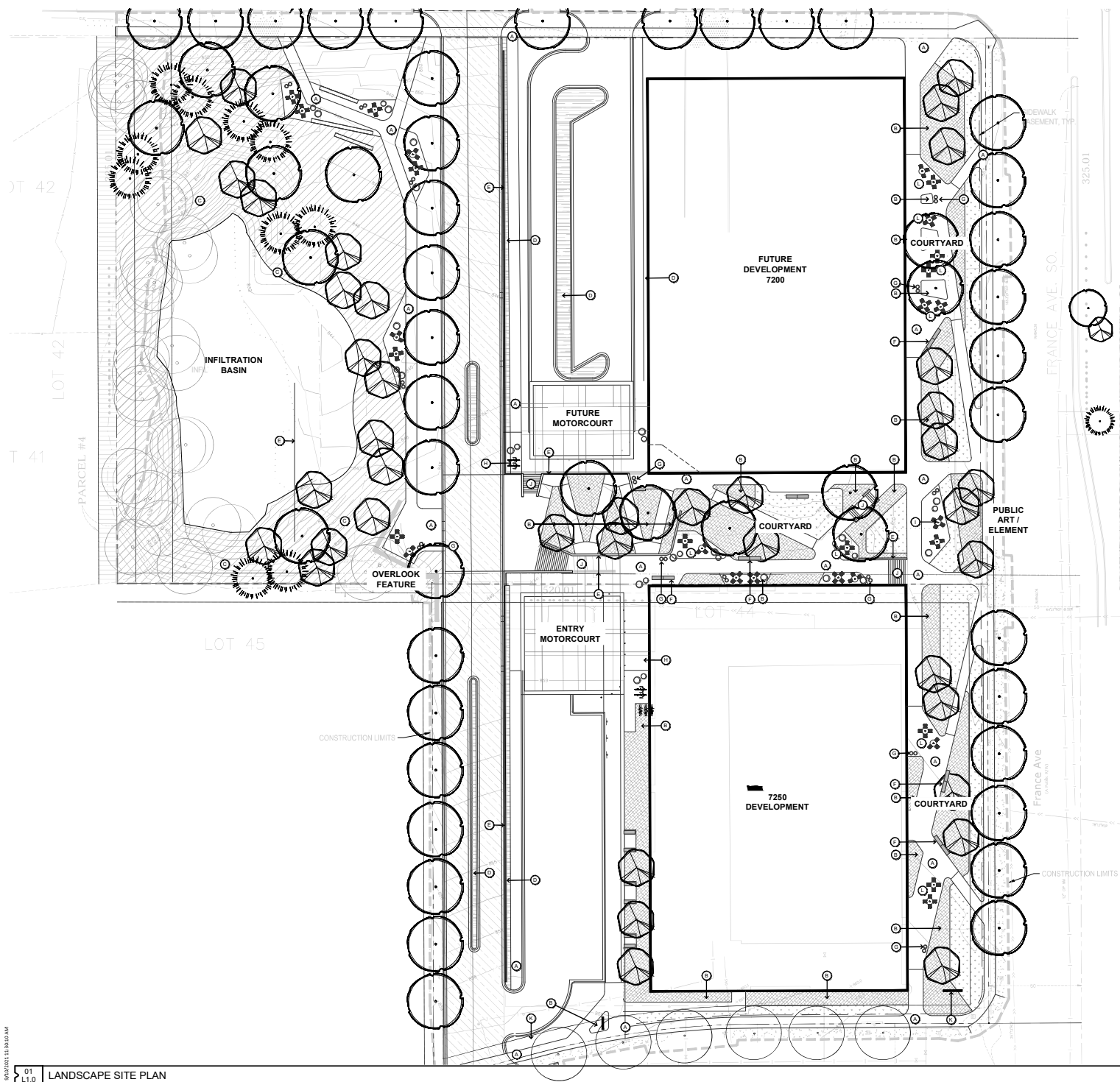
REVISED 11/08/2024

01

LANDSCAPE SITE PLAN RENDERED

SCALE: 1"=10'





- PLAN KEYNOTES:
- Ⓐ PAVK
 - Ⓑ PLANTING BED
 - Ⓒ NATIVE VEGETATION / SEED
 - Ⓓ DECORATIVE PAVING / ROCK MATERIAL
 - Ⓔ RETAINING WALL
 - Ⓕ BENCH FEATURES
 - Ⓖ WASTE AND RECYCLING
 - Ⓗ BIKE RACKS
 - Ⓘ SCULPTURE/ ART MOMENT
 - Ⓢ STAR WHANDROLS
 - Ⓣ SIGNAGE
 - Ⓤ TABLE AND CHAIRS

ANTICIPATED PLANT SPECIES LIST

ANTICIPATED DECIDUOUS TREES		
COMMON NAME	SCIENTIFIC NAME	SIZE
Balsam Poplar	<i>Populus balsamifera</i> TM	150'
Box Elder	<i>Achillea filiformis</i> TM	100'
Common Hackberry	<i>Celtis occidentalis</i> TM	100'
Kentucky Coffeetree	<i>Gymnocladia dioica</i> TM	100'
Prunella	<i>Prunella pennsylvanica</i> TM	100'
Summit White Birch	<i>Betula papyrifera</i> TM	100'
Northern Red Oak	<i>Quercus rubra</i> TM	100'
Red Oak	<i>Quercus rubra</i> TM	100'
American Linden	<i>Tilia americana</i> TM	100'
Princeton American Elm	<i>Ulmus americana</i> TM	100'
ANTICIPATED EVERGREEN TREES		
COMMON NAME	SCIENTIFIC NAME	SIZE
Japanese Yew	<i>Taxus japonica</i> TM	8' 100'
Blue Spruce	<i>Picea canadensis</i> TM	8' 100'
ANTICIPATED ORNAMENTAL TREES		
COMMON NAME	SCIENTIFIC NAME	SIZE
Princeton American Elm	<i>Ulmus americana</i> TM	100'
ANTICIPATED SHRUBS		
COMMON NAME	SCIENTIFIC NAME	SIZE
Red-Tipped Dogwood	<i>Cornus alternifolia</i> TM	5' 100'
Northern Red Oak	<i>Quercus rubra</i> TM	5' 100'
Prunella	<i>Prunella pennsylvanica</i> TM	5' 100'
ANTICIPATED PERENNIALS		
COMMON NAME	SCIENTIFIC NAME	SIZE
Black-eyed Susan	<i>Rudbeckia hirta</i> TM	2' 100'
May Nightshade	<i>Atropa belladonna</i> TM	2' 100'

7200-7250

7200-7250 France Avenue
South, Edina, MN

CONFLUENCE

LANDSCAPE ARCHITECT
550 N THIRD ST, SUITE 120
MINNEAPOLIS, MN 55402
PH: 612.333.3302 FAX: 612.333.3303
www.confluencemn.com

esg
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Minneapolis, MN 55401
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www.esgdesign.com

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Typed or Printed Name _____
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P.U.D. SUBMISSION
08/12/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

22113
PROJECT NUMBER

IC DESIGN BY TM CHECKED BY

KEY PLAN

LANDSCAPE PLANTING PLAN
L2.0



7200 & 7250 FRANCE AVENUE - OVERALL EXISTING SITE AERIALS



7200 FRANCE AVENUE - EXISTING SITE AERIALS & PHOTOS



7250 FRANCE AVENUE - EXISTING SITE AERIALS & PHOTOS

**7200 & 7250
FRANCE AVE**
7200 & 7250 FRANCE AVE, EDINA,
MN 55435



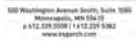
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ORIGINAL ISSUE: 08/09/22		
REVISIONS:		
No.	Description	Date
222702 PROJECT NUMBER		
ESG DRAWN BY	ESG CHECKED BY	
KEY PLAN		
EXISTING SITE PHOTOS (7200 & 7250)		
A0.1		

7200 & 7250 FRANCE AVE, EDINA,
MN 55435

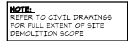


License #	Date
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KEY PLAN

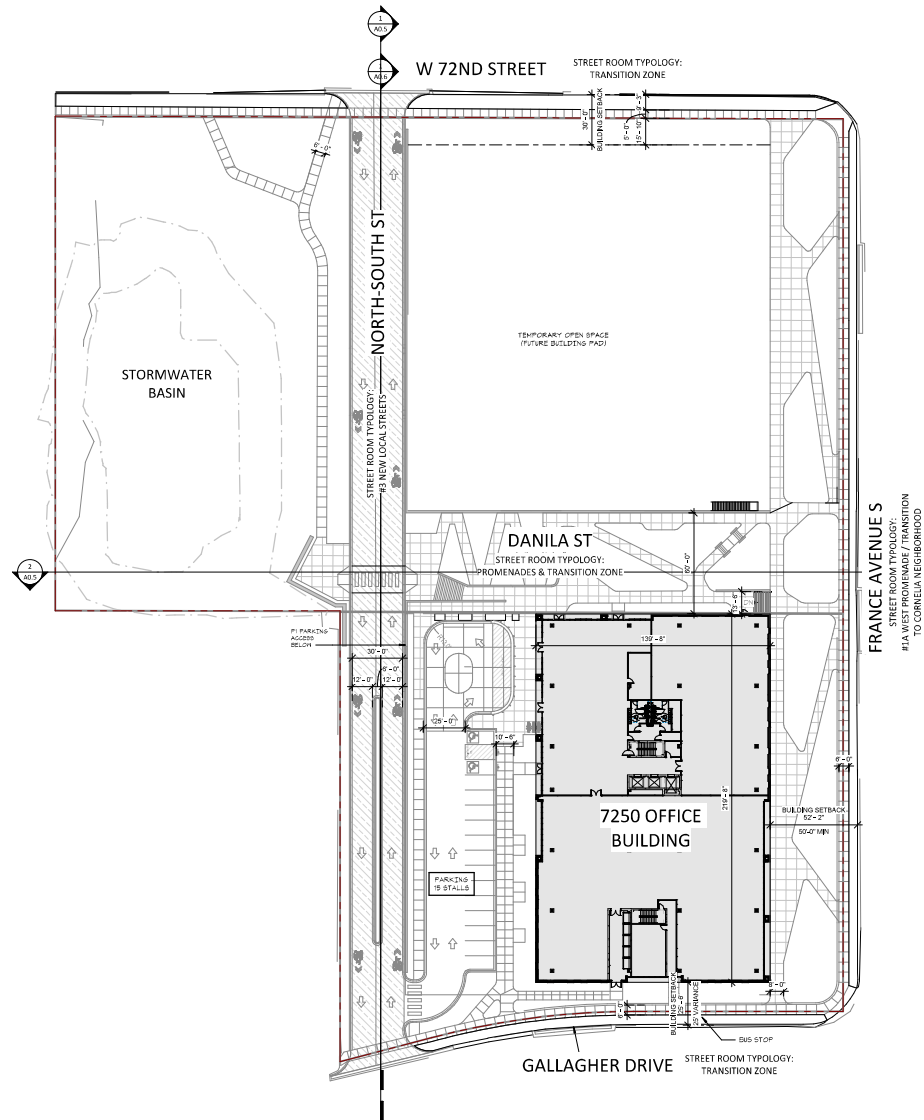
A0.2



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1
60.3A
LEVEL 1 SITE PLAN - PHASE 1A
1" = 30' 0"

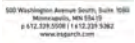
**P.U.D.
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8/12/2022**

ORIGINAL ISSUE:
08/10/22
REVISIONS:
No. Description Date

222702
PROJECT NUMBER
Author Checker
DRAWN BY CHECKED BY
KEY PLAN

SITE PLAN - PHASE 1A
A0.3A

7200 & 7250 FRANCE AVE, EDINA,
MN 55435



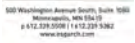
Signature _____

cense #	Date
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1 **LEVEL 1 SITE PLAN - PHASE 1B**
AQ.3B 1" = 30'-0"

A0.3B

7200 & 7250 FRANCE AVE, EDINA,
MN 55435



License #	Date
-----------	------

1 LEVEL 1 SITE PLAN - PHASE 2
NO. 4 1" = 30'-0"

A0.4

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Minneapolis, MN 55415
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06/30/22		
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No.	Description	Date

222702
PROJECT NUMBER

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KEY PLAN

A0.5

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8/12/2022**

ORIGINAL ISSUE:
08/09/22

REVISIONS:
No. Description Date

222702
PROJECT NUMBER

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KEY PLAN

SITE SECTION DIAGRAMS
- PHASE 2 (7200 & 7250)

A0.6



1 PHASE 2 - NORTH / SOUTH SITE SECTION
A0.6 1/16" = 1'-0"

**7200 & 7250
FRANCE AVE**
7200 & 7250 FRANCE AVE, EDINA,
MN 55435



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PHASE 1A SITE RENDERING - ASSUMED TEMPORARY GREEN SPACE



PHASE 1B SITE RENDERING - TEMPORARY SURFACE PARKING CONDITION



PHASE 2 - SITE RENDERING W/ POTENTIAL BUILDING @ 7250

**P.U.D.
SUBMISSION
8/12/2022**

ORIGINAL ISSUE:
08/26/22

REVISIONS:
No. Description Date

222702
PROJECT NUMBER

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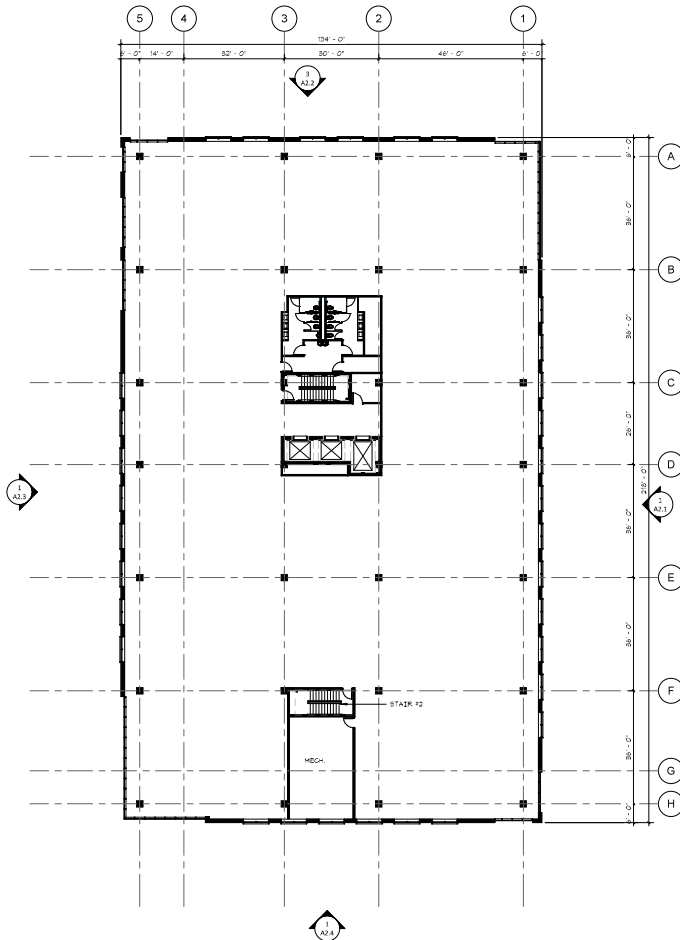
KEY PLAN

PHASE 1 AND 2 SITE
RENDERINGS

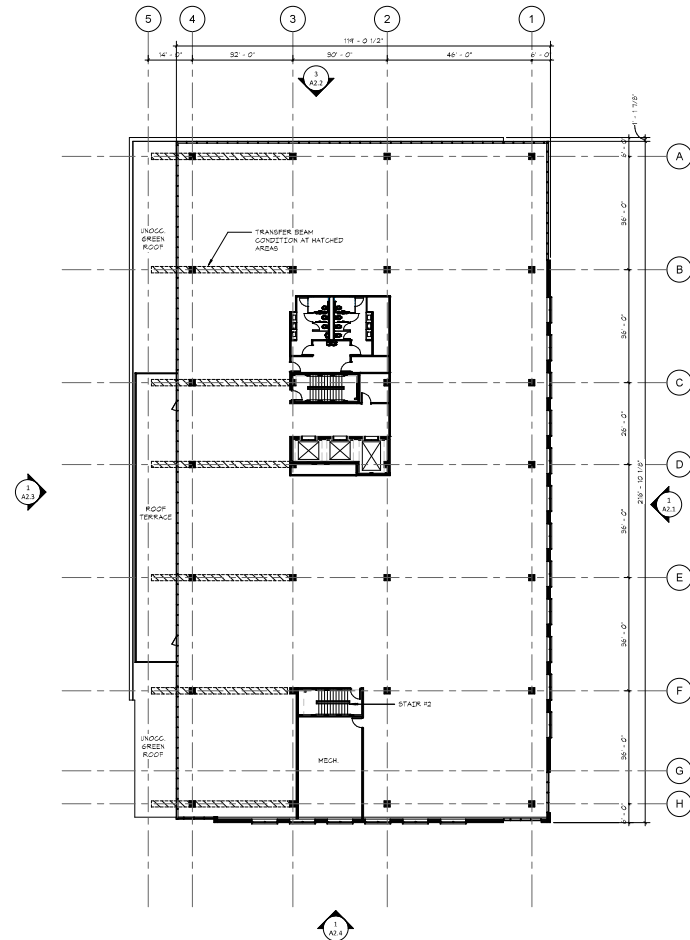
A0.7

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P.U.D. SUBMISSION 8/12/2022	
ORIGINAL ISSUE: 08/09/22	
REVISIONS: No. Description Date	
222702 PROJECT NUMBER	
ESG DRAWN BY	ESG CHECKED BY
KEY PLAN	
7250 FLOOR PLANS	
A1.3	



1 LEVEL 3 FLOOR PLAN
A1.3 1/16" = 1'-0"



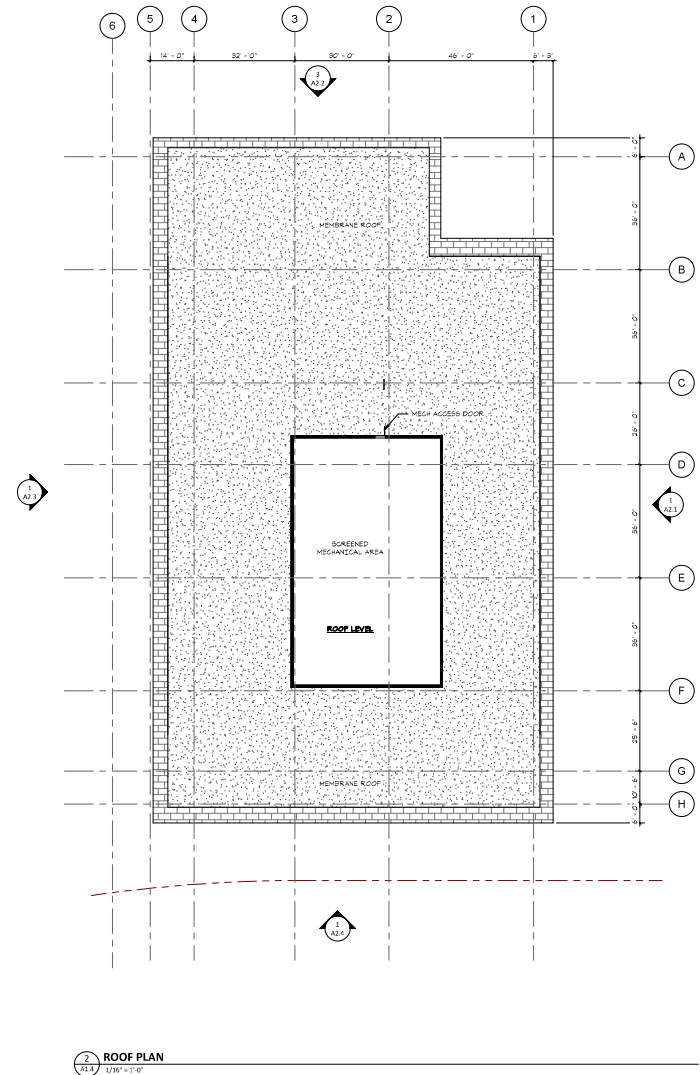
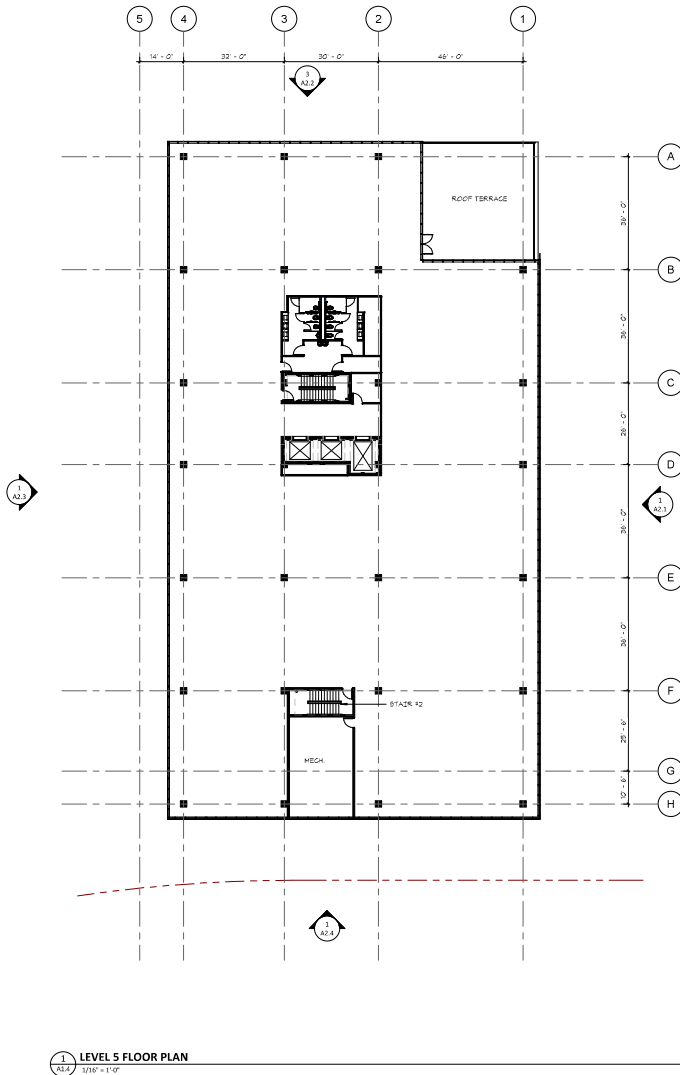
2 LEVEL 4 FLOOR PLAN
A1.3 1/16" = 1'-0"

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ORIGINAL ISSUE: 08/02/22		
REVISIONS: No. Description Date		
222702 PROJECT NUMBER		
ESG DRAWN BY	ESG CHECKED BY	
KEY PLAN		
7250 FLOOR PLANS		
A1.4		



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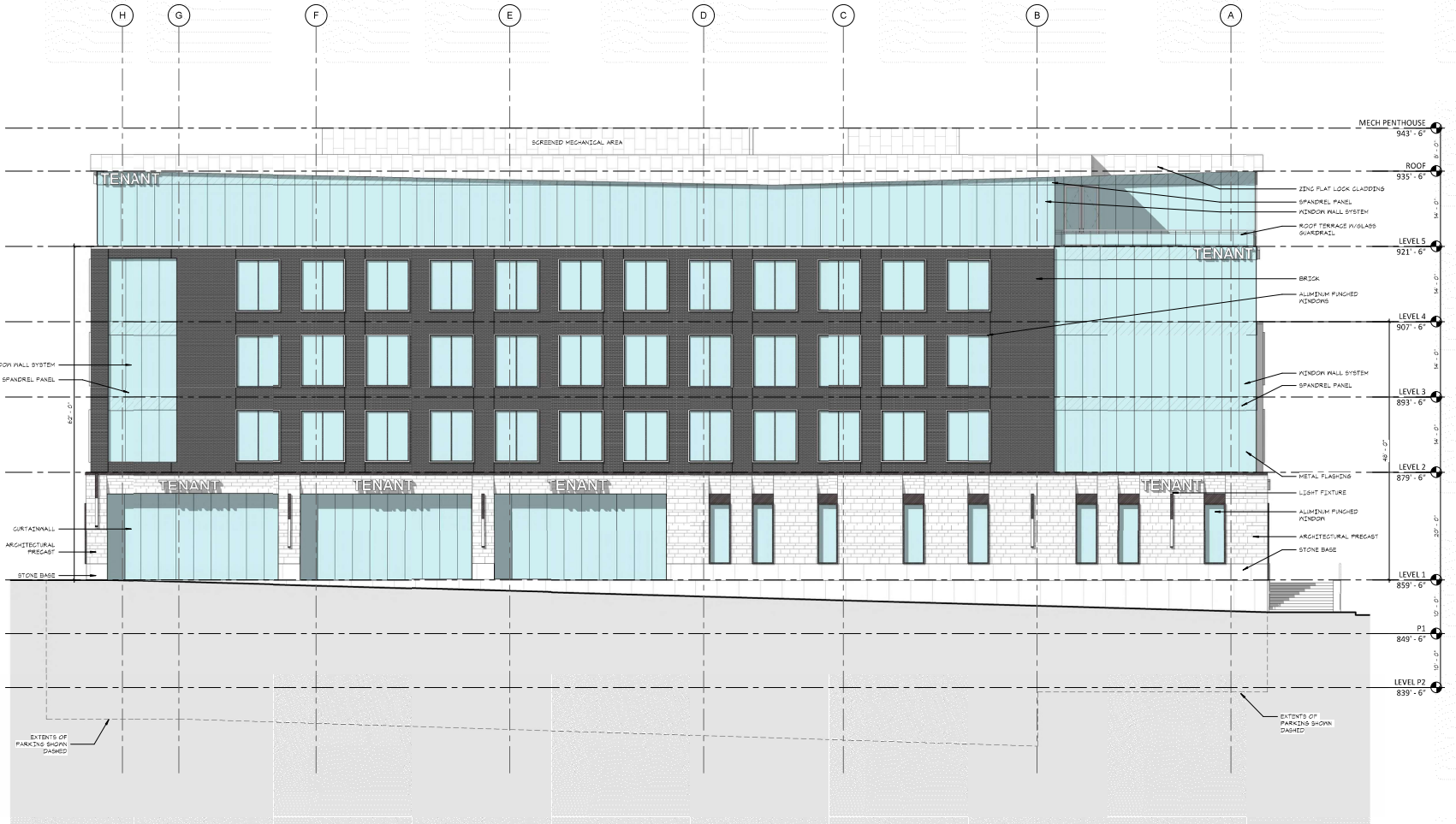
ESG
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KEY PLAN

7250 EXTERIOR
ELEVATION

A2.1

MATERIAL COUNTS - 7250 FRANCE									
	NORTH		EAST		SOUTH		WEST		TOTAL
GLAZED WALL SYSTEM / PUNCHED WINDOW	6,273	53%	9,654	53%	9,441	46%	11,265	60%	32,633
METAL PANEL	3,679	14%	1,882	19%	1,474	14%	2,842	15%	8,877
ARCHITECTURAL STONE / BRICK	3,669	33%	7,503	39%	4,438	39%	4,679	25%	20,689
TOTAL SF	11,619	100%	19,037	100%	11,724	100%	16,786	100%	61,166



1 EXTERIOR ELEVATION - EAST
A2.1 1/8" = 1'-0"

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8/12/2022**

ORIGINAL ISSUE:
08/02/22
REVISIONS:
No. Description Date

222702
PROJECT NUMBER
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KEY PLAN

7250 EXTERIOR
ELEVATION
A2.2

MATERIAL COUNTS - 7250 FRANCE									
	NORTH		EAST		SOUTH		WEST		TOTAL
GLAZED WALL SYSTEM / PUNCHED WINDOW	6,273	53%	9,634	51%	5,441	46%	11,263	60%	32,633 53.2%
METAL PANEL	1,679	14%	1,863	10%	1,616	14%	2,843	15%	8,072 13.2%
ARCHITECTURAL STONE / BRICK	3,869	33%	7,501	39%	4,609	39%	4,679	25%	20,658 33.7%
TOTAL SF	11,811	100%	19,007	100%	11,724	100%	18,786	100%	61,348 100.00%



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8/12/2022**

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No. Description Date

222702

PROJECT NUMBER

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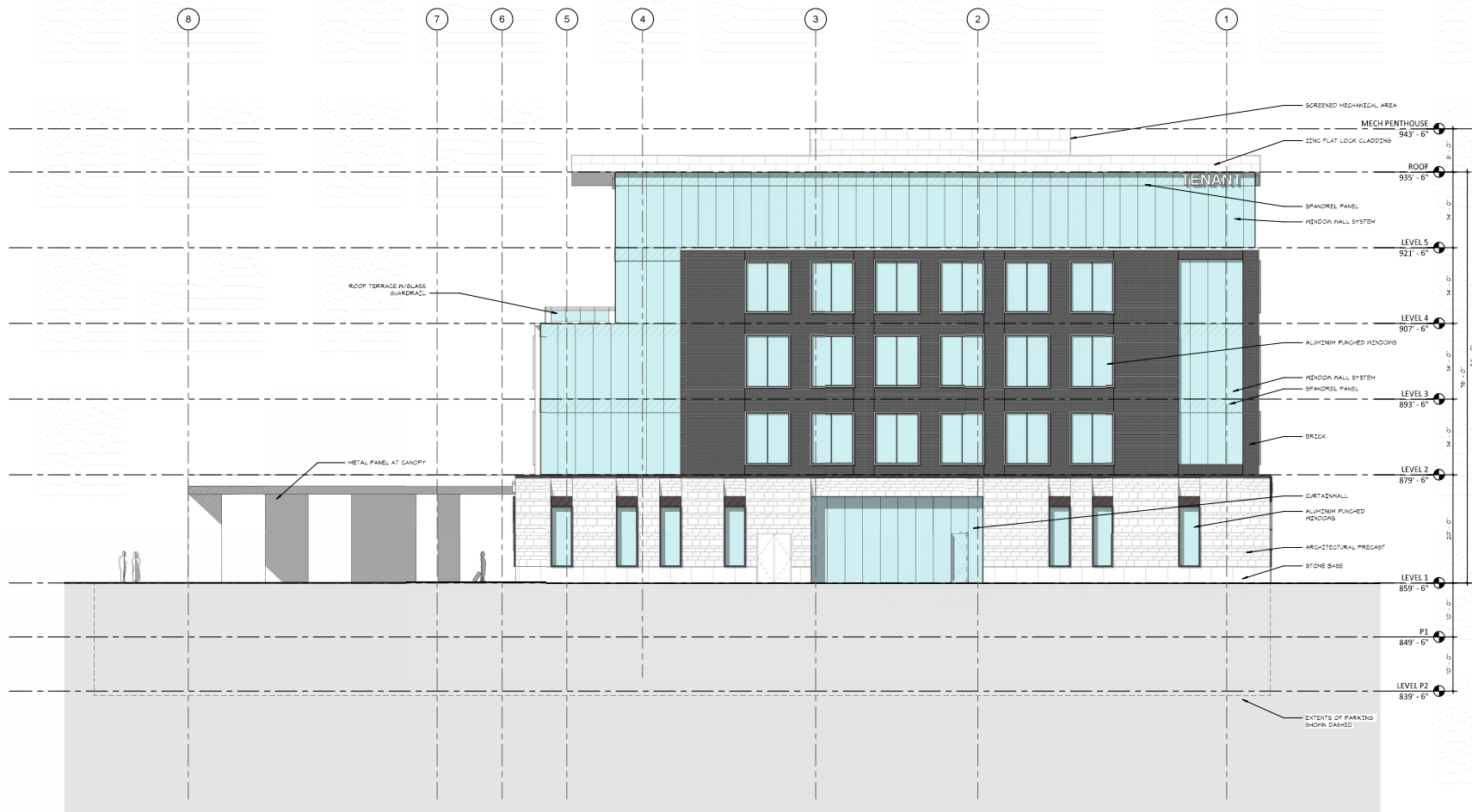
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7250 EXTERIOR
ELEVATION

A2.4

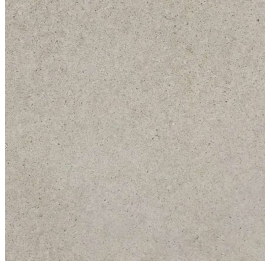
MATERIAL COUNTS - 7250 FRANCE						
	NORTH	EAST	SOUTH	WEST	TOTAL	
GLAZED WALL SYSTEM / PUNCHED WINDOW	6,272	539	9,654	501	5,441	86%
METAL PANEL	1,174	144	1,853	104	1,676	14%
ARCHITECTURAL STONE / BRICK	3,869	316	2,502	394	4,609	39%
TOTAL SF	11,816	100%	18,087	100%	11,724	100%
					18,788	100%
					61,363	100.00%



LEVEL 1 MATERIALS



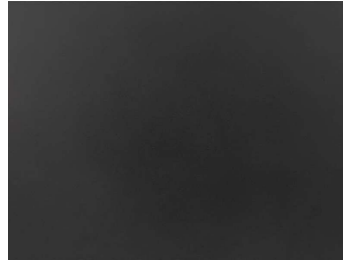
HYBRID WINDOW
WALL - SSG SYSTEM



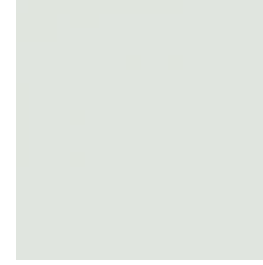
ARCHITECTURAL
PRECAST - COLOR 1



STONE BASE



METAL PANEL - COLOR 1



METAL PANEL - COLOR 2

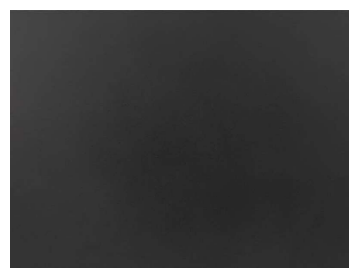
LEVELS 2-5 MATERIALS



HYBRID WINDOW
WALL - SSG SYSTEM



ARCHITECTURAL BRICK



METAL PANEL - COLOR 1

ROOF MATERIALS



FLAT LOCK ZINC PANEL

**7200 & 7250
FRANCE AVE**
7200 & 7250 FRANCE AVE, EDINA,
MN 55435

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Minneapolis, MN 55415
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8/12/2022**

ORIGINAL ISSUE:

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No. Description Date

222702

PROJECT NUMBER

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KEY PLAN

7250 EXTERIOR
MATERIALS

A2.5

Survey Response

Public Hearing Comments- 7200 and 7250 France

Better Together Edina

Project: Public Hearing: 7200 and 7250 France Avenue



VISITORS					
35					
CONTRIBUTORS			RESPONSES		
10			10		
1	0	9	1	0	9
Registered	Unverified	Anonymous	Registered	Unverified	Anonymous



Respondent No: 1

Login: Anonymous

Email: n/a

Responded At: Aug 22, 2022 14:42:55 pm

Last Seen: Aug 22, 2022 14:42:55 pm

IP Address: n/a

Q1. **First and Last Name**

Melinda Emerson

Q2. **Address**

7124 Heatherton Trl

Q3. **Comment**

I don't understand why they are putting surface area parking at 7200 if it won't be there long term and there is ramp parking available. We should be avoiding traffic on 72nd. Make it a wild flower garden for now.



Respondent No: 2

Login: Anonymous

Email: n/a

Responded At: Aug 29, 2022 09:00:38 am

Last Seen: Aug 29, 2022 09:00:38 am

IP Address: n/a

Q1. **First and Last Name**

robert and linda carlson

Q2. **Address**

5250 grandview sq. unit 2105 edina mn 55436

Q3. **Comment**

This proposal is a great use of the property -. It provides much needed residential and office needs in this location.. It is proposed by a quality developer who has recently completed other successful projects within the City. He has proven his word is his bond. His developments have todays look and quality above the norm. Suggest this be expedited in a timely manner. Consternation of any kind should be limited. Thanks for the opportunity to respond. Live in Edina for 12 years.



Respondent No: 3

Login: Anonymous

Email: n/a

Responded At: Sep 01, 2022 06:57:40 am

Last Seen: Sep 01, 2022 06:57:40 am

IP Address: n/a

Q1. **First and Last Name**

Linda Carlson

Q2. **Address**

5250 Grandview Square, #2105, Edina. 55436

Q3. **Comment**

I think this proposal is perfect for that location. The developer has an excellent history in our wonderful city and can be relied upon to do an outstanding job on a timely basis. We would hope the city grants approval without much consternation. The sooner that building is completed the better.



Respondent No: 4

Login: Anonymous

Email: n/a

Responded At: Sep 12, 2022 09:00:02 am

Last Seen: Sep 12, 2022 09:00:02 am

IP Address: n/a

Q1. **First and Last Name**

Lorenzo Bassi

Q2. **Address**

6337 Mildred Avenue, Edina, MN 55439

Q3. **Comment**

This looks like a great project, and one that would help the area thrive. I believe the idea of having both an office building and a quality apartment/retail complex in that space is a very good one. I look forward to seeing this project come to life.
Regards, Lorenzo Bassi



Respondent No: 5

Login: Anonymous

Email: n/a

Responded At: Sep 12, 2022 11:30:26 am

Last Seen: Sep 12, 2022 11:30:26 am

IP Address: n/a

Q1. **First and Last Name**

Angela Chapman

Q2. **Address**

5509 Parkwood lane

Q3. **Comment**

I am very excited to hear more about the building project at 7200 and 7250 France Ave EDINA. From what I have seen so far I think it will be an amazing improvement for that area! I am definitely for job creation and supporting ways to improve EDINA. I cant wait for the new buildings!



Respondent No: 6
Login: Stein
Email: rstein8@msn.com

Responded At: Sep 14, 2022 07:17:45 am
Last Seen: Sep 14, 2022 14:08:35 pm
IP Address: 24.118.224.147

Q1. **First and Last Name** Richard Stein

Q2. **Address** 7016 Bristol Blvd

Q3. **Comment**

What is expected Traffic plan? How will traffic to and from this building be managed/suppressed on 72 Street west of this building. How will maintenance noise from the building/parking areas be managed after hours to minimize impact on surrounding neighborhoods? How will ongoing heating/cooling noise of the building be suppressed to minimize impact on neighborhood. Is cut-through traffic expected on the property?



Respondent No: 7

Login: Anonymous

Email: n/a

Responded At: Sep 14, 2022 07:43:00 am

Last Seen: Sep 14, 2022 07:43:00 am

IP Address: n/a

Q1. **First and Last Name**

Lindsey Bowen

Q2. **Address**

6512 Parkwood Road

Q3. **Comment**

What a wonderful development opportunity and addition to the Edina area. I have been to the current buildings before and it's time to replace them with these new buildings and parking structures. I support this!



Respondent No: 8

Login: Anonymous

Email: n/a

Responded At: Sep 14, 2022 07:45:45 am

Last Seen: Sep 14, 2022 07:45:45 am

IP Address: n/a

Q1. **First and Last Name**

Zack Bowen

Q2. **Address**

6512 Parkwood Road

Q3. **Comment**

This project would bring a much needed "face lift" to the dilapidated structure currently in existence. The design proposal is modern and focused on sustainability with hidden parking and storm water management. It would create more jobs in our city and I appreciate the inclusion of the pedestrian and bike connectivity which shows consideration for the broader community. I support this project.



Respondent No: 9

Login: Anonymous

Email: n/a

Responded At: Sep 14, 2022 08:57:05 am

Last Seen: Sep 14, 2022 08:57:05 am

IP Address: n/a

Q1. **First and Last Name**

Steve Brown

Q2. **Address**

5524 Mirror Lakes Drive

Q3. **Comment**

I am a life long resident of the City of Edina and have a personal residence on Bristol Circle which is directly adjacent to this development. I was an Edina Planning Commission Member for 11 years, as well as a appointed by the City Council to be a member of the 2018 Comprehensive Plan Committee that studied the Greater Southdale Area. Last, I was the appointed to Chair the West 70th Street I know this site and the proposed project intimately and am familiar with the various challenges and considerations that those that have evaluated it for redevelopment have had to address taking into account market conditions, the Cornelia neighborhood, the storm water issues, and the City of Edina's updated Comprehensive Plan. I am supportive of this project for a variety of reasons -Job creation - Revitalize a blighted corner - Pedestrian and bike connectivity - Stormwater management for a large area - Parking hidden underground - Sustainable and modern design



Respondent No: 10

Login: Anonymous

Email: n/a

Responded At: Sep 14, 2022 12:34:40 pm

Last Seen: Sep 14, 2022 12:34:40 pm

IP Address: n/a

Q1. **First and Last Name**

Jenifer Kent - Lund Real Estate Holdings

Q2. **Address**

4100 West 50th Street Edina, MN, 55424

Q3. **Comment**

Our major concern in regards to a development of this size is the dramatic change in the traffic at this intersection. We would ask that there be a traffic study to understand how the new PUD request would alter the traffic flow with new housing and retail. Also, we would ask that the parking of the site be addressed.



7200 - 7250 France Avenue

Edina, MN

December 4, 2018

17-124.01

DJR
ARCHITECTURE INC.



Height Diagram - Current

7200 - 7250 France Avenue

Edina, MN

Height Diagram Comparison

17-124.01

December 4, 2018



CITY COUNCIL MEETING, DECEMBER 4TH

- 6th Floor @ 67'-5"
- Full step back on 6th floor
- Stone on street level
- Brick added on upper levels

7200 - 7250 France Avenue

Edina, MN

North East View

17-124.01

December 4, 2018

DJR
ARCHITECTURE INC.



CITY COUNCIL MEETING, DECEMBER 4TH

- 6th Floor @ 67'-5"
- Full step back on 6th floor
- Stone on street level
- Brick added on upper levels

7200 - 7250 France Avenue

Edina, MN

South East View

17-124.01

December 4, 2018

DJR
ARCHITECTURE INC.



CITY COUNCIL MEETING, DECEMBER 4TH

- 6th Floor @ 67'-5"
- Full step back on 6th floor
- Stone on street level
- partial Brick on upper levels

7200 - 7250 France Avenue

Edina, MN

South West View

17-124.01

December 4, 2018



CITY COUNCIL MEETING, DECEMBER 4TH

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7200 - 7250 France Avenue

Edina, MN

North West View

17-124.01

December 4, 2018



CITY COUNCIL MEETING, DECEMBER 4TH

- 6th Floor @ 67'-5"
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- Stone on street level
- Brick added on upper levels

7200 - 7250 France Avenue

Edina, MN

South East View

17-124.01

December 4, 2018

DJR
ARCHITECTURE INC.

Greater Southdale District **Design Experience Guidelines**

March 5, 2019



Preface

What are Design Experience Guidelines?

A. Preface

What are Design Experience Guidelines?

For nearly four years, a Work Group comprised of Edina residents and business leaders contemplated the future evolution of the Greater Southdale District, using the notion of “experience” as the foundational element from which to shape the district over the next 50 years. The first phase of the Work Group’s efforts consisted of developing Working Principles that would guide the group’s efforts into subsequent stages as well as suggest a dialog for considering new introductions within the district. Phase Two translated these principles into an urban design framework plan that proposed enhanced connections across existing major streets, introduced a new block framework to encourage walkability, and posed design strategies to create an improved public realm and promote higher quality, pedestrian-oriented development.

The broader experience the urban design framework strives to achieve is the creation of a Greater Southdale District that connects seamlessly between the existing urban and residential fabric, maximizes the development potential of each site, enhances walkability and livability, and encourages interaction among current and future residents, businesses, and institutions. The urban design framework is the foundation to the Greater Southdale District Plan, a part of the City of Edina 2018 Comprehensive Plan. The Greater Southdale District Design Experience Guidelines is a companion to those documents, outlining high-level planning and design strategies for public realm, site, and building design supporting the desired experience outcomes.

The Design Experience Guidelines sets baseline guidance for developers, designers, City of Edina staff, Planning Commissioners and members of the City Council when proposing, designing or evaluating proposed introductions within the Greater Southdale District.

Use of the Design Experience Guidelines

The Design Experience Guidelines apply to proposed development within the Greater Southdale District and former Pentagon Park, and should be referred to when embarking on new development or redevelopment. The Design Experience Guidelines also offer direction for new public realm features and the reimagining of existing public infrastructure. The document does not stand alone; it must be considered as part of a larger set of district goals, urban design framework and patterns, and policy guidance outlined in the Greater Southdale District Plan and the 2018 City of Edina Comprehensive Plan. Together, these documents set forth

City expectations for the future form of the Greater Southdale District, and inform all potential projects within the district.

The Design Experience Guidelines are not a substitute for City of Edina zoning codes and ordinances, but instead provide substantial background for developers and design teams and a framework from which to approach proposed projects within the district. The Design Experience Guidelines clarify the dimensional characteristics of eight different Street Room typologies that together form the experience within the district. The physical qualities of each street room's height and width, and shaped by the architecture of the district, informs the design of the public realm on streets that connect and bind the human experience of the district. These physical characteristics also shape the experience of transition – transitions from existing single-family neighborhoods and transitions into and out of the district, outlining gradual changes in building scale within these critical transition areas to bridge between one- and two-story residences and the greater intensity of the Greater Southdale District.

In conjunction with the Urban Design chapter of the Greater Southdale District Plan, this document provides both a philosophical and practical framework to facilitate discussion among the City, development teams, and the community when considering proposals for change within the district. During the recommended Sketch Plan review process (described on page 70 of the Greater Southdale District Plan), the Design Experience Guidelines are intended to facilitate dialog about broader district goals, patterns and connections, building massing, programmatic opportunities and shared public realm connectivity. Dialog at this point in the review of a proposal requires imagination, looking beyond the immediate site to imagine the creation of a consistently positive human experience, requiring a proposal to recognize the ways in which it influences that experience on adjacent and nearby sites. Once a proposal progresses beyond the Sketch Plan, the document is used as a test of outcomes and touchstone to measure how every proposal meets the desired district experience.

Further specific design details related to landscaping, curb and intersection design, stormwater management and daylighting, lighting standards, street furniture, and a host of other factors related to the experience of the district will be described in future versions of this or a similar document as the need for direction related to those features becomes better understood.

2

The Vision

Aspirations for the Greater Southdale District

2. The Vision

The Greater Southdale District Experience

Background and Context

Collectively, for nearly four years, the Greater Southdale Area Work Group has focused on building upon our community's history of innovation, engagement and community commitment to create a vision for the possibilities of the Greater Southdale District. This work has culminated in the Greater Southdale District Plan (adopted December 2018) and the Greater Southdale District Design Experience Guidelines.

Change is inevitable within the district. In the past five years alone, over 1,500 new housing units have been constructed or are underway, along with myriad other commercial projects. This is a tremendous opportunity in time, and in the broader evolution of our community. We can transform the physical environment of the Greater Southdale District from a traditional car-oriented suburban commercial district with its sea of surface parking lots and 'superblocks,' into a vibrant place whose character is neither urban nor suburban, but blends the best characteristics of both to create a place that is uniquely of Edina. This new model will support all modes of transportation (cars, buses, bikes, scooters, and pedestrians) and serve future generations of Edina residents, employers, and visitors. It will complement, not compete with, the single family neighborhoods that have historically defined much of the community's fabric.

Within the broader 750+ acre Greater Southdale District, and the former Pentagon Park, there exist a remarkable variety of assets. This plan connects those assets with a new street grid that overlays a human scale and allows access via a variety of transportation options. The plan sets forth a strategy to bridge between adjacent single family neighborhoods and the more commercially focused areas of the district. And, it uses public realm infrastructure—including parks, plazas, green streets, woonerfs, and waterways that manage stormwater—as the connective tissue that gives the district its unique identity. Together, these attributes will set the stage for a remarkable daily experience for those who live, work and play within the Greater Southdale District.

Aspirations for the Future Greater Southdale District

The Greater Southdale Work Group summarized the overall districtwide vision and land use strategies as part of the District Plan. These aspirations, which follow, are at the foundation of design policy parameters and the overall experience we are striving to shape as the Greater Southdale Area evolves over the next 50 years.

1. Imagine Greater Southdale District evolution organized around human activity, with vibrant pedestrian-focused streets, beautiful parks and public spaces, and endearing and enduring buildings where:

- A sense of invention is expected from new introductions, both public and private, that build on the district's spirit of innovation.
- Its role as regional and local center for living, shopping, working, learning, entertainment, hospitality, and medical services is enhanced.
- Other Edina neighborhoods, near and distant, benefit from investment in the district and the evolution of each parcel.
- Investment in the public realm is reflected by a commensurate investment as private parcels evolve.
- Public and civic services accommodate a growing and diverse district and community population.
- Transitions at the district's edges recognize compatible use and scale and neighboring uses are perpetuated on their terms.

2. Make the Greater Southdale District the model of healthy urban living where:

- The district's form encourages healthy living habits, particularly through walking.
- The design of buildings and spaces, both public and private, attract the widest possible range of the district's population.
- Storm water is a valued resource by making it part of the experience of the district.
- Emissions and pollutants are mitigated through the introduction of significant tree canopy and limiting idling vehicles on streets, creating a more inviting walking experience along the district's streets.
- Sustainable solutions result in a stock of healthy buildings that compel healthy activity for their occupants.
- Public features mitigate impacts of non-local infrastructure, especially to contain the ill effects of adjacent highways.

3. Invent sustainable infrastructure matching the district's sense of innovation where:

- Mutually-supportive and forward-looking infrastructure is the norm, looking beyond baseline utilitarian functions of a single site to create a broadly supportive district infrastructure.
- Infrastructure aligns with the creation of public space in the district, sharing space and resources that result in compelling, attractive and high-functioning civic spaces.
- Care for and perpetuation of public infrastructure anticipates daily human activity in all seasons.

4. Create neighborhoods of activity within the broader mixed-use patterns of the district where:

- Logical boundaries based on reasonable walking distances are established, with major streets as seams binding the activity of each side into an inviting and accessible public space.
- Focal points of public activity are found within each neighborhood.
- Key community services and facilities are present and help define the fabric of the District.
- Core services are delivered within each neighborhood or in an adjacent neighborhood.
- Neighborhoods are linked along street and park corridors highlighted by visible human activity.

5. Offer a spectrum of living opportunities integrated through the district where:

- Housing orients to a variety of income levels and household types.
- Ownership options constitute a significant portion of the living opportunities in the area.
- "Missing Middle" living opportunities (duplexes, triplexes, side-by-side or stacked townhouses, rowhouses with multiple units, and small buildings with four to six apartments) allow a broader range of Edina residents, workforce members and others to consider relocating to the District.
- Buildings for living strongly orient to the public spaces of each neighborhood within the District.

6. Expand significantly the number and extent of parks and public spaces where:

- Opportunities for the introduction of another large signature public space complement the programming and activities available at Centennial Lakes.
- An extension of the Promenade to Strachauer Park links neighbors and activity to the district.
- New promenades on the East and West edges of the District create movement corridors for pedestrians and bicyclists and serve as vital places for a transition between neighborhoods and the District.
- Parks and publicly accessible spaces are clearly visible and directly accessible from the public realm.
- Spaces for visible human activity and occupation, either public or publicly accessible, occur on every block.

7. Encourage district evolution based on incremental change and the creation of a great pedestrian experience where:

- A basic framework of streets and blocks encourages pedestrian activity and well-considered buildings.
- A rich variety of public or publicly accessible spaces are woven into the experience of the district.
- Sites and buildings support a pedestrian experience first, with storage of cars not a focus.
- Development on each site links to adjacent streets and to neighboring sites to create continuous, safe, and inviting pedestrian experiences.

8. Build (or plan for) a street network encouraging pedestrian movement across and through the district where:

- Walkable block lengths (200 feet) are the baseline framework for development.
- Enhanced and more frequent street crossings facilitates pedestrian movement.
- Wide landscaped boulevards encourage pedestrian activity and create a distinct district signature.
- Community corridors within and extending well beyond the district enhance bicycle and pedestrian access while accommodating vehicle traffic on pedestrian terms.

9. Imagine transportation in the district where:

- Cars are not the focus and streets accommodate more than vehicles.
- Major streets balance access and mobility.
- Some streets serve as community corridors, linking to other community destinations with features that allow for movement in addition to cars.
- Transit is a baseline service, both within the district and to non-Edina locations.
- Transportation recognizes trends, including autonomous vehicles and a time when parking structures aren't needed for public parking

10. Expect the delivery of high quality, well-designed buildings and sites where:

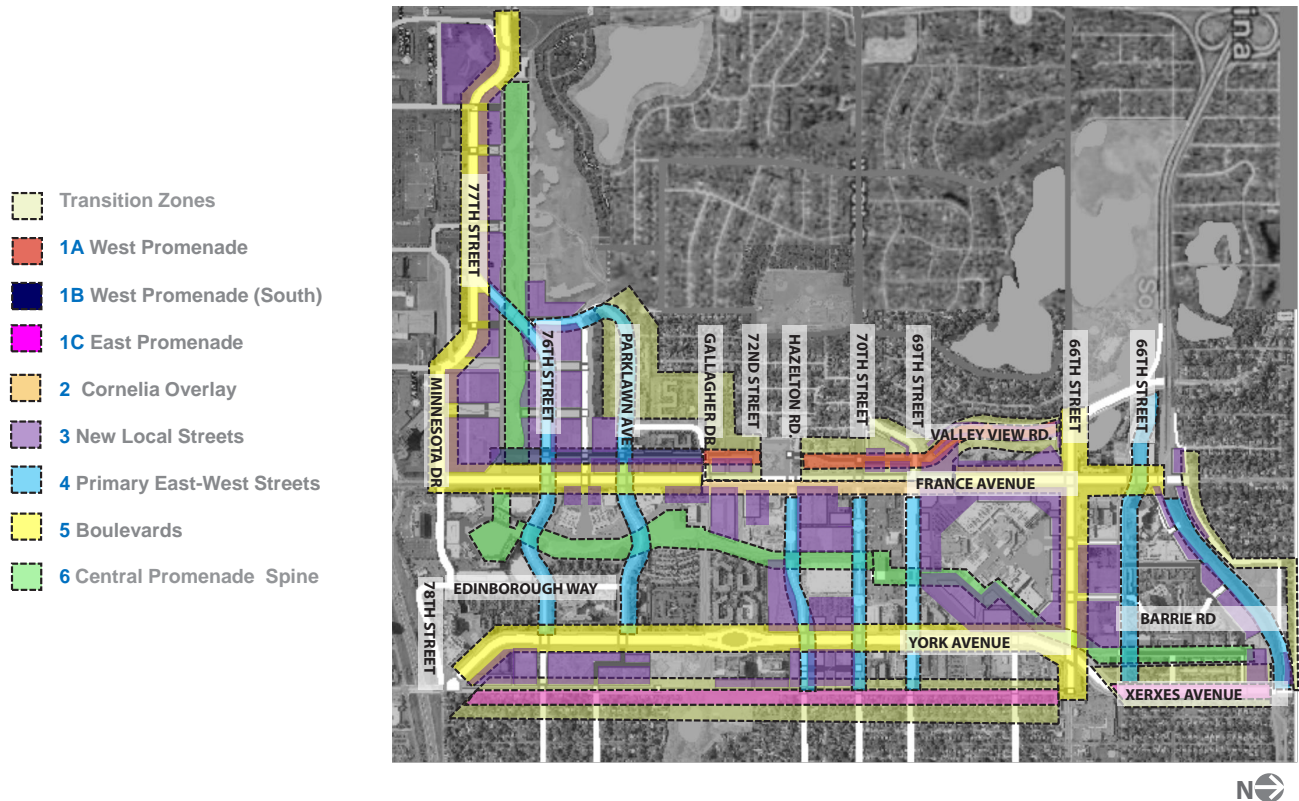
- Spaces on sites are considered for people first, including connections between sites; then the ways structures are placed; and then places to store cars are found.
- Visible human activity is prominent and integrated at every site.
- People are brought to the streets via major building entries oriented to major streets.
- Storm water remains visible as an amenity, allowing it to become a central part of the experience of each site.

11. Frame development guidance for evolution where:

- Development review includes the desired experience, not solely quantitative thresholds.
- Accommodation of adjacent and near parcels are considered in the evolution of a single parcel.
- Early reviews focus on ideas, patterns and relationships, not specific and engineered plans, with that part of the review process based in dialog, not presentation and reaction.
- Demonstrations of quality and especially quality from a long-term perspective are baseline considerations.
- Collaboration leads to a superior result, with the community's expectations clearly framed as part of the deliberation.
- Flexibility is not a right, but rather the natural by-product of a fair exchange for benefits, collaboration, and quality in development.

STREET ROOM TYPOLOGIES

A hierarchy of streets and pathways within the district is the framework for public realm development and related building form. Each street across the district has a role in how it serves pedestrians, bicycles and vehicles in connecting sub-districts, adjacent single family neighborhoods, and the overall Greater Southdale District and creating a unified sense of place. It is the intent that street typologies define the public realm experience: the space between buildings, dimensions of building setbacks from the street, heights of facades at the building face at the street and building step backs, where the façade of the building steps back from the volume of the street room.



Street Room Typology 1: Promenades and Transition Zones

Promenades are new woonerf-type streets on the west side of France Avenue and on the east side of York Avenue. Within this typology, there are several different variations for new building development in these important transition zones, responding to and respecting the context of adjacent single family neighborhoods.

Street Room Typology 2: Cornelia Overlay Zone

With the understanding that there is special sensitivity related to new building development near the Cornelia neighborhood, this is a special zone governing the design of the public realm/street room on the east side of France Avenue between the north side of 69th Street and Gallagher Drive. Buildings within this zone will be expected to maintain the east side of the France Avenue street room, but will be of a lower overall scale than new

Street Room Typology 1A

West Promenade / Transition to Cornelia Neighborhood

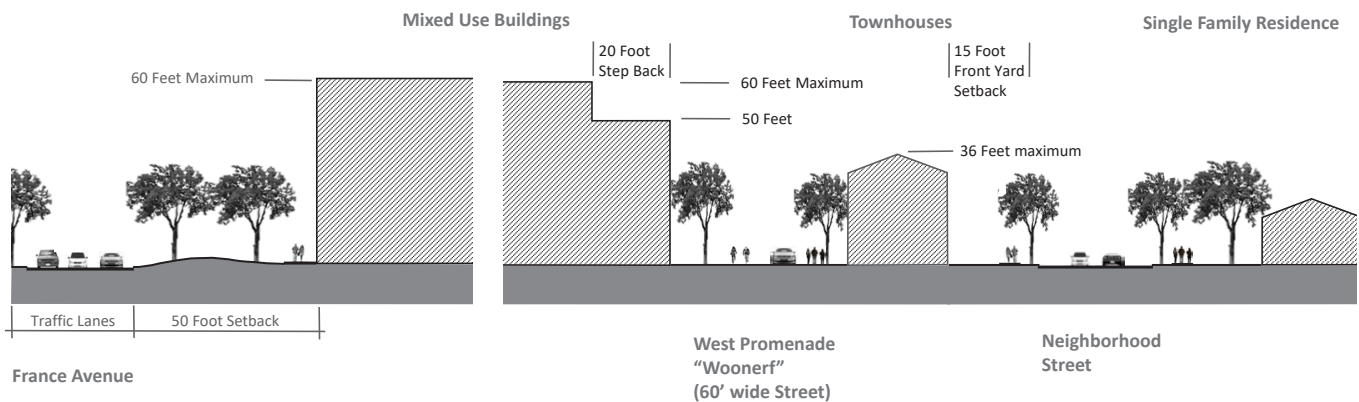


The sub-district to the west side of France between 69th and Parklawn is a unique transition zone within the Greater Southdale District. Any proposed developments within this zone should be approached with special sensitivity. This means that the street experience within that zone should be perceived as connected to the Cornelia neighborhood through landscaping and trees, and buildings that gradually transition in both height and function and use between lower intensity neighborhoods to the more commercially-focused district on the east side of France Avenue.

The West Promenade, a new north-south pedestrian, bike and vehicle street/woonerf that accommodates service access, is envisioned between France Avenue and the Cornelia neighborhood. This new shared street is intended to provide service access to new developments along France (keeping vehicular traffic out of single family neighborhoods), and providing a new framework to support the transition from townhouses and lower-scale residential buildings on the west side of the West Promenade, to slightly taller buildings on the east side of the West Promenade.

Dimensional Characteristics of Street Room Typology 1A

West Promenade / Transition to Cornelia Neighborhood



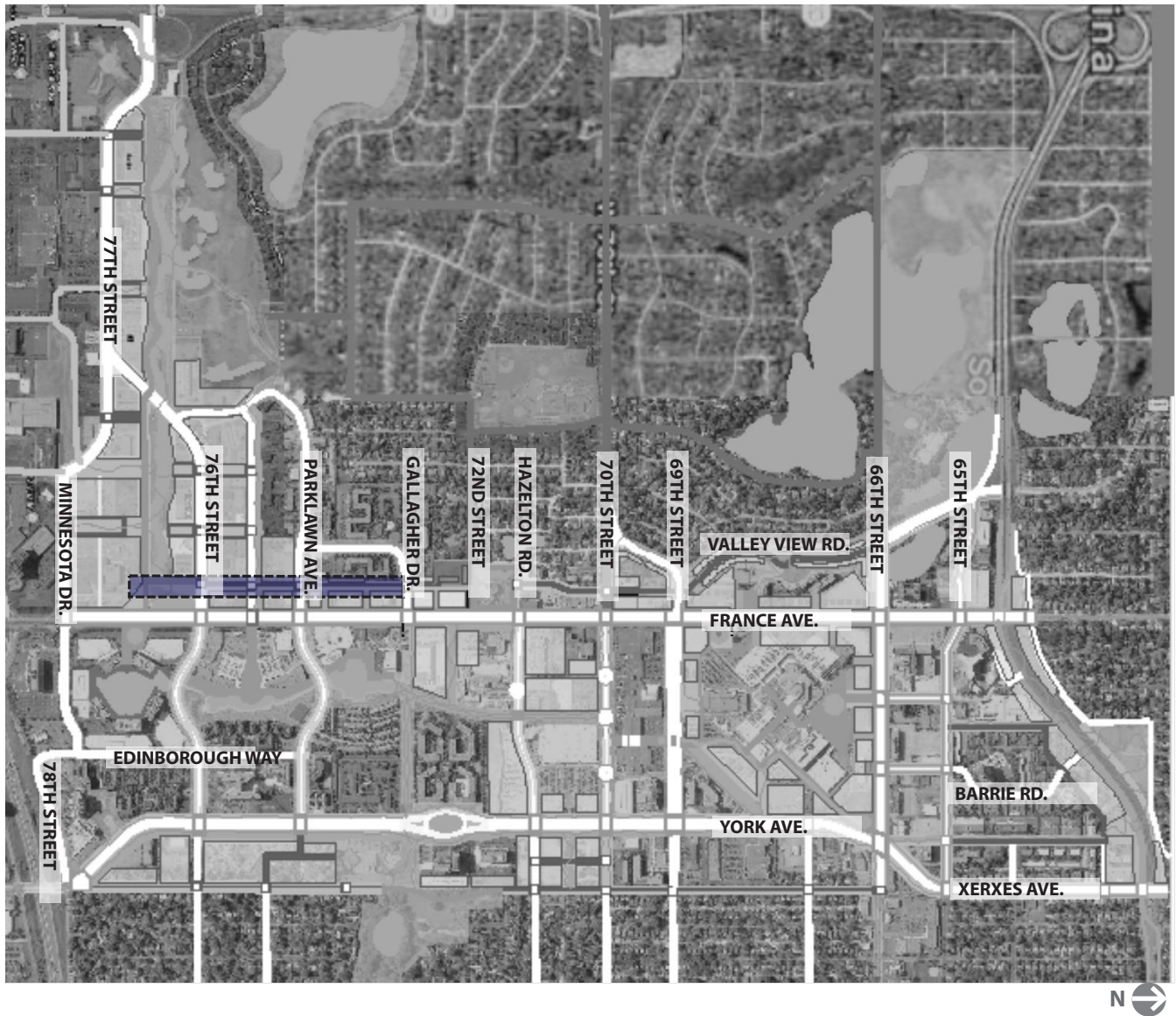
As illustrated in the section above, within this transition zone, building heights will step up incrementally, from those that are adjacent to single family homes to those that are facing France Avenue to provide a more gradual transition from the residential neighborhood to the more commercially-oriented Southdale District.

The street room experience within Typology 1A will be shaped by the following experience guidelines:

- New buildings that are adjacent to single family residential properties, on the west side of the West Promenade, should not exceed 36 feet in height. Townhomes are the preferred residential typology in this area of the transition zone.
- All ground level space east of the West Promenade should have 20-foot floor-to-floor height. This dimension allows for flexibility to accommodate one level of retail space along the street, or two-story townhomes facing the West Promenade.
- All parking, other than short-term retail or guest parking, and building services need to be located below grade or hidden within the building. If on ground level or above, parking and/or building services must be surrounded on all sides by program space such as commercial or housing.
- On the east side of the West Promenade, building faces should not exceed 50' in height. Any height above that limit should step back 20 feet from the facade of the building.
- On France Avenue, a 50 foot setback is required from curb to face of building with a maximum building height of 60 feet.
- On individual developments, should the City choose to permit height above the 60-foot height limit, it is recommended that additional height above 60 feet step back from the face of the building by a minimum of 10 feet in depth and 12 feet in height.

Street Room Typology 1B

West Promenade Between Parklawn and Minnesota Drive

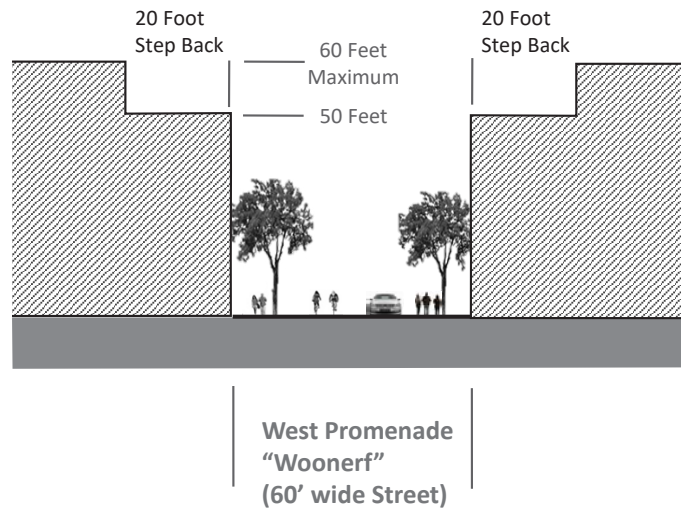


South of the zone designated as Street Room Typology 1A (where the Cornelia transition area immediately abuts single family neighborhoods), the Street Room experience shifts to respond to its changing context. It becomes one that is more commercial in nature and in concert with the expected higher intensity in the southwest quadrant the Greater Southdale District.

As the West Promenade extends south into Typology 1B, it continues to serve pedestrian, vehicular and service access. Uniform building heights on each side of the West Promenade are intended to support the transition from existing multi-family housing to taller buildings at the south end of France Avenue near the gateway from 494.

Dimensional Characteristics of Street Room Typology 1B

West Side of France Between Parklawn and Minnesota Drive



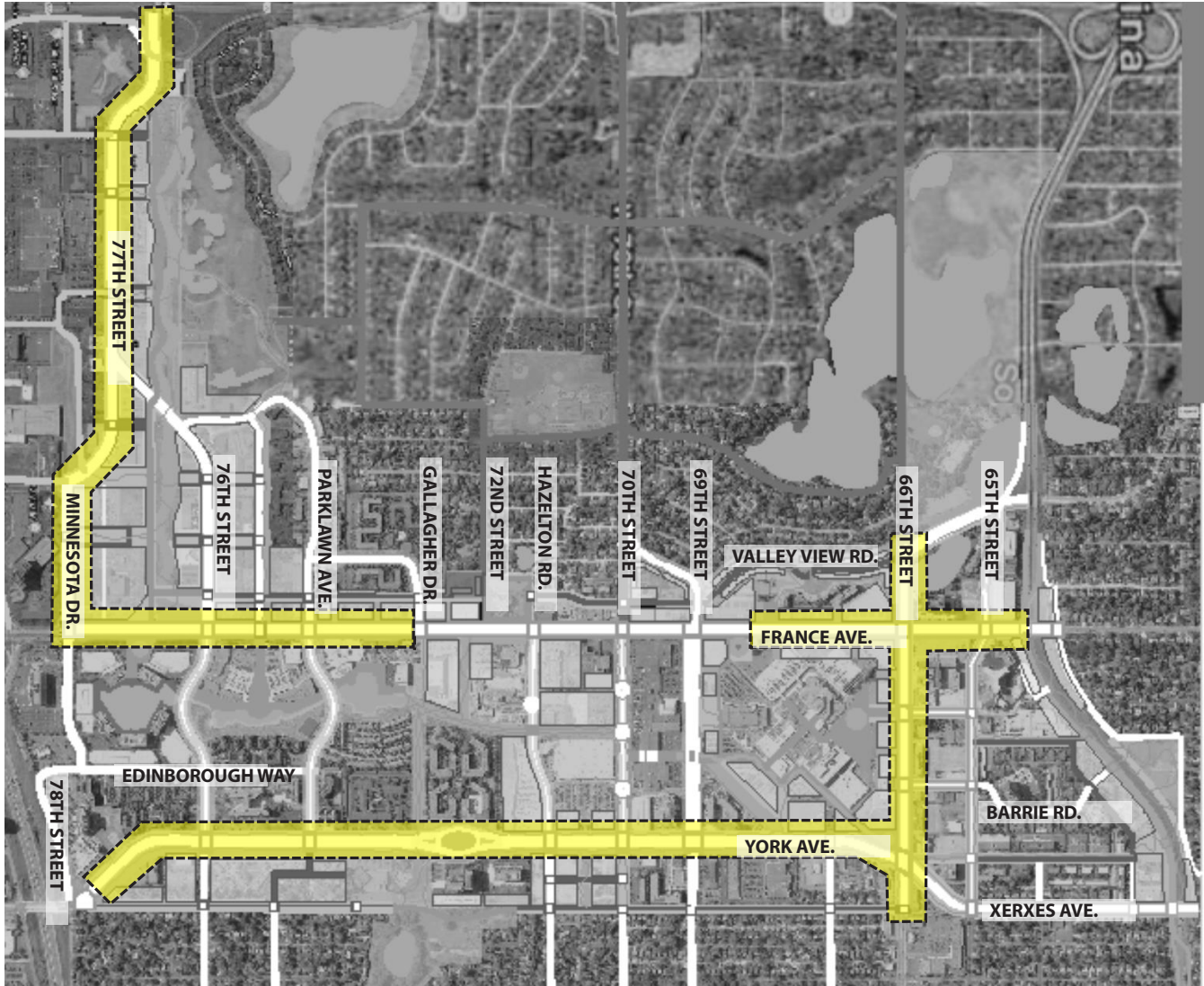
Within this zone, existing buildings are more commercial in nature and do not immediately abut single family neighborhoods. This unique condition lends itself to new development along the West Promenade that is still lower in scale, without the preference for townhomes or smaller scale buildings along one edge, as in Typology 1A.

The street room experience within Typology 1B will be shaped by the following experience guidelines:

- Building faces at the West Promenade within Typology 1B shall not exceed 50 feet in height. Any height above that limit should step back 20 feet from the facade of the building.
- All street level space shall be 20 feet, floor-to-floor in height. This dimension allows for flexibility for retail space (on France) and two-story townhomes facing the West Promenade.
- All parking, other than short-term retail or guest parking, and building services need to be located below grade or hidden within the building. If on ground level or above, parking and/or building services must be surrounded on all sides by program space such as commercial or housing.
- Building faces on the east side of the West Promenade are intended to provide continuity in scale and experience from Street Room Typology 1A and from one side of the street to another.

Street Room Typology 5

The Boulevards



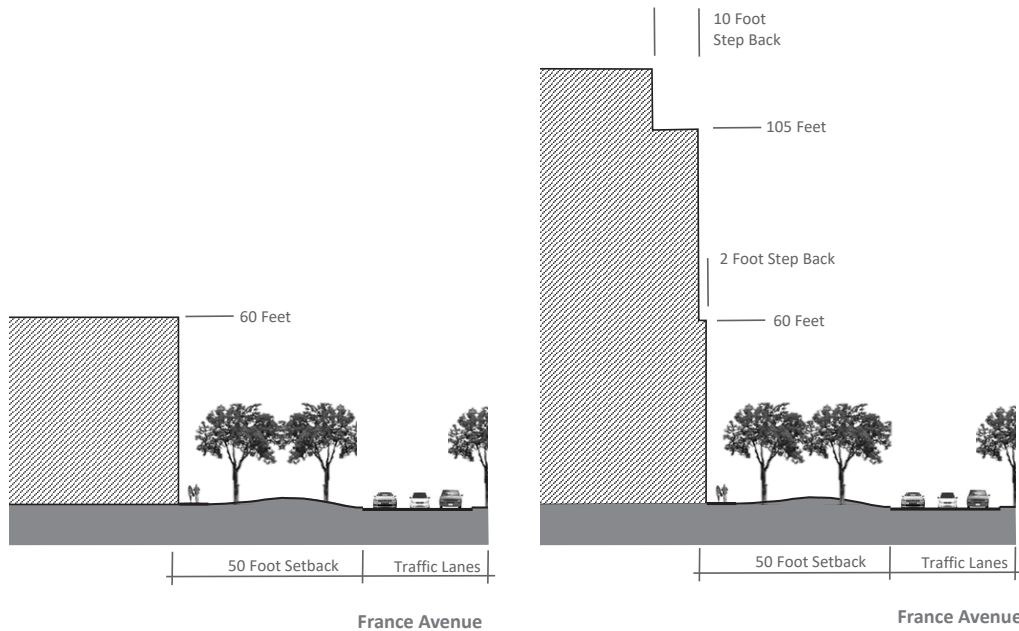
Streets that are included in this typology include the primary district boulevards such as France Avenue, York Avenue, W 66th Street and W 77th Street. In addition to being the widest streets in the district, they also currently carry a high volume of vehicular traffic. The intent of this typology is to create streets that connect the Greater Southdale District to the larger Edina community. These commercially-focused streets will reinforce the district's unique role in serving Edina's neighborhoods, while at the same time, recognizing that the district has a role in the broader metropolitan

region—providing employment, health, retail, entertainment, and a wide range of housing options.

The streets that fall into Typology 5 will have the greatest impact in conveying the overall identity of the district, with wide, multi-use streetscapes lined with a double row of trees within a consistent 50-foot setback. Medians may also be present in the boulevard streetscape to accommodate plantings and/or mass transit lines and stations. In many cases, boulevards will be adjacent to the tallest buildings in the district and will be the locations for transit stops.

Dimensional Characteristics of Street Room Typology 5

The Boulevards



On these wide streets, a sense of scale is maintained by creating a uniform street wall of 60 feet, with taller structures stepping back from this 60-foot datum. This consistency in building heights along the street will form the edge of the street room—bridging between lower intensity and transitional areas, and the higher intensity zones within the Greater Southdale District.

The street room experience within Typology 5 will be shaped by the following experience guidelines:

- On France Avenue, a 50 foot setback is required from curb to face of building with a minimum building height of 60 feet (diagram at left). Above that 60 foot height, the building face should step back two feet to create a cornice line, and can then extend to 105 feet. Above 105 feet, building faces must step back an additional 10 feet (as illustrated in diagram at right, above.)
- Building podiums along these streets need to maintain as closely as possible the 60-foot height limit while still adhering to the guidance of 75% of building face at the setback line to create the fundamental experience of the street room.
- All parking, other than short-term retail or guest parking, and building services need to be located below grade or hidden within the building. If on ground level or above, parking and/or building services must be surrounded on all sides by program space such as commercial or housing.
- Parking and building services should not be accessed via these streets.
- Incorporate 10- to 12-foot wide sidewalks that create opportunities for gathering, outdoor cafes, pavilions, etc.
- Within the 50-foot setback, trees should be planted in a double row to add a strong canopy for pedestrian activity.

5

Implementing and Measuring the Guidance

Ten Things to Remember

5. Implementing and Measuring the Guidance

Ten Things to Remember

1. Every new development begins with the 200' x 200' block, or some variation based on context.
2. Every block or building in a development will need streets to connect between buildings. Not all of these streets will need to accommodate vehicles, providing the opportunity for parks, plazas or courtyards—important parts of the public realm.
3. Buildings will not be greater than 200 feet in length, thereby minimizing the negative impact continuous walls can have on a comfortable pedestrian experience.
4. All streets are not equal. The plan outlines a hierarchy that is driven by the kind of experiences that are expected on these streets and how they facilitate an enlivened public realm.
5. Designated transition zones are about maintaining the quality of life in these areas without restricting growth in other parts of the district.
6. Promenades and East-West Streets are the bridge between single family neighborhoods, such as the Cornelia neighborhood of Edina and the west side of Richfield, to more intense parts of the district.
7. Street Rooms will intersect and overlap each other in many circumstances. At these intersections, lower building heights should prevail, giving the smaller scaled building precedence over larger scale buildings.
8. Building footprints above 60 feet in height are limited to 12,000 SF for residential uses, and 24,000 SF for commercial.
9. Within the first 60 vertical feet of a building, primary materials systems that are more traditional like brick, stone, glass wall systems are preferred. Above 60 feet, other materials such as metal wall systems within a larger curtainwall system, can be introduced. These baseline parameters should not be a deterrent to architectural innovation but rather are intended to serve as a measure of quality and continuity throughout the district
10. Transparency at the ground level facing the public realm is key to the individual experience and is a catalyst for how to activate and maintain a community-based approach to daily life and experience.

DRAFT

Traffic and Parking Study for 7200 and 7250 France Avenue in Edina, MN

Prepared for:
City of Edina

4801 W. 50th Street
Edina, MN 55424



Prepared by:

**Stantec Consulting
Services Inc.**

1800 Pioneer Creek Center
Maple Plain, MN 55359
Phone: 7963-479-4200
Fax: 763-479-4242

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I hereby certify that this 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.

Edward F. Terhaar
License No. 24441

DATE: September 8, 2022

1.0 Executive Summary

The purpose of this Traffic and Parking Study is to evaluate the traffic impacts of the proposed new mixed use development located at 7200 and 7250 France Avenue in Edina, MN. The project site is located on the west side of France Avenue between Gallagher Drive and 72nd Street. The proposed project location is currently occupied by two vacant office buildings, a parking structure, and surface parking.

This study examined weekday a.m. and p.m. peak hour traffic impacts of the proposed redevelopment at the following intersections:

- France Avenue/70th Street
- France Avenue/Hazelton Road
- France Avenue/72nd Street
- France Avenue/Gallagher Drive
- France Avenue/Parklawn Avenue
- Parklawn Avenue/Gallagher Drive
- Gallagher Drive/proposed access
- 72nd Street/proposed access

The proposed project will involve removal of the existing office buildings and constructing two new buildings. The project includes 468 total on-site parking spaces, with 234 on the 7200 site and 234 on the 7250 site. The entire project is expected to be completed by 2027.

The land uses and sizes assumed for this study are shown below:

- 7250 Building – 124,620 square feet of general office and a 2,200 square foot coffee shop.
- 7200 Building – 150 apartment units and 10,000 square feet of general retail space.

As shown in the site plan, the project includes access on Gallagher Drive and 72nd Street.

The project will be constructed in phases, with the 7250 building constructed first and the 7200 building constructed at a later date.

The conclusions drawn from the information and analyses presented in this report are as follows:

- The proposed development is expected to generate 372 trips during the weekday a.m. peak hour, 340 trips during the weekday p.m. peak hour, and 3,214 weekday daily trips.
- The traffic generated by the proposed development has minimal impact on the intersection operations at the study intersections. No improvements are needed at these intersections to accommodate the proposed project.

- Traffic volumes on 72nd Street west of Lynmar Lane are expected to increase by 57 trips during the a.m. peak hour and 48 trips during the p.m. peak hour.
- The proposed project is designed to provide both pedestrian and bicycle connections to the surrounding infrastructure. Space for pedestrian amenities is provided along all streets surrounding the project. Access to the Nine Mile Creek Regional Trail is provided at the Gallagher Drive crosswalk.
- Both short-term and long-term bicycle spaces should be provided in order to accommodate employees, customers, and residents. The short-term spaces should be located near building entrances and provide facilities to securely park each bicycle. Long-term spaces for residents should be provided in the parking ramp or in a separate room within the building. The provision of a bicycle maintenance station would help encourage bicycle use by all site users.
- The proposed number of parking spaces can accommodate the expected peak parking demand based on Institute of Transportation Engineers (ITE) data for both Phase 1 and full development of the site.
- Edina City code requires 1.0 parking space per apartment unit and 1 space per 300 square feet for the office, retail, and coffee shop uses. This equates to 422 total spaces for Phase 1 and 605 total spaces for the full development.
- Per City requirements, a Travel Demand Management (TDM) plan is required for this project. The goal of the TDM plan is to reduce vehicular trips during peak hours and carbon emissions from vehicles. TDM strategies for this site include:
 - Providing maps that show the area bus routes and schedules.
 - Providing maps of bicycle and pedestrian facilities.
 - Providing information on starting and joining commuter programs.
 - Providing long-term and short-term bicycle parking spaces for site users.
 - Offering a pre-paid Metro Transit Go-To Card to all new residents and employees.

2.0 Purpose and Background

The purpose of this Traffic and Parking Study is to evaluate the traffic impacts of the proposed new mixed use development located at 7200 and 7250 France Avenue in Edina, MN. The project site is located on the west side of France Avenue between Gallagher Drive and 72nd Street. The proposed project location is currently occupied by two vacant office buildings, a parking structure, and surface parking. The project location is shown in **Figure 1**.

This study examined weekday a.m. and p.m. peak hour traffic impacts of the proposed redevelopment at the following intersections:

- France Avenue/70th Street
- France Avenue/Hazelton Road
- France Avenue/72nd Street
- France Avenue/Gallagher Drive
- France Avenue/Parklawn Avenue
- Parklawn Avenue/Gallagher Drive
- Gallagher Drive/proposed access
- 72nd Street/proposed access

Proposed Development Characteristics

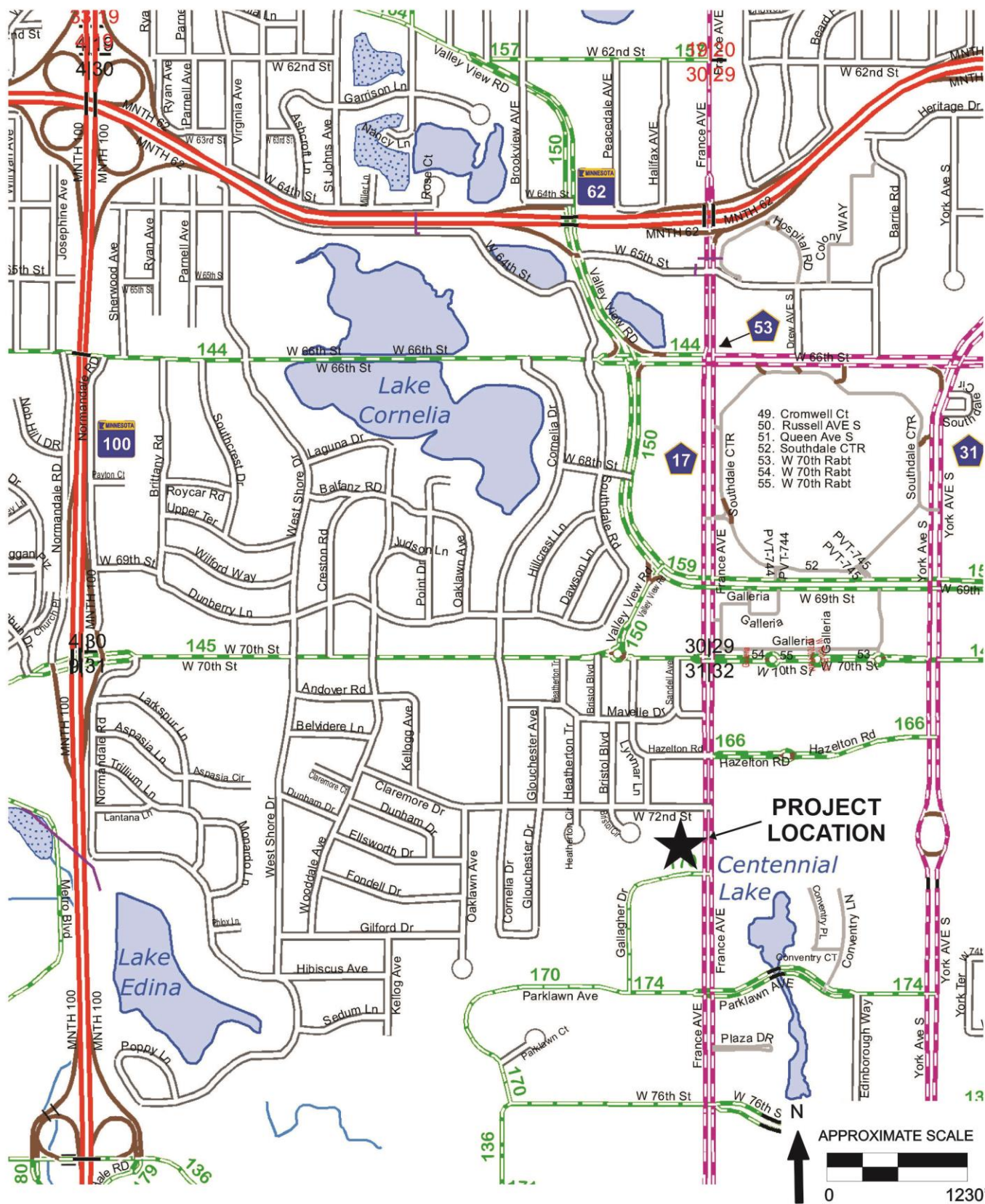
The proposed project will involve removal of the existing office buildings and constructing two new buildings. The project includes 468 total on-site parking spaces, with 234 on the 7200 site and 234 on the 7250 site. The entire project is expected to be completed by 2027. The current site plan is shown in **Figure 2**.

The land uses and sizes assumed for this study are shown below:

- 7250 Building – 124,620 square feet of general office and a 2,200 square foot coffee shop.
- 7200 Building – 150 apartment units and 10,000 square feet of general retail space.

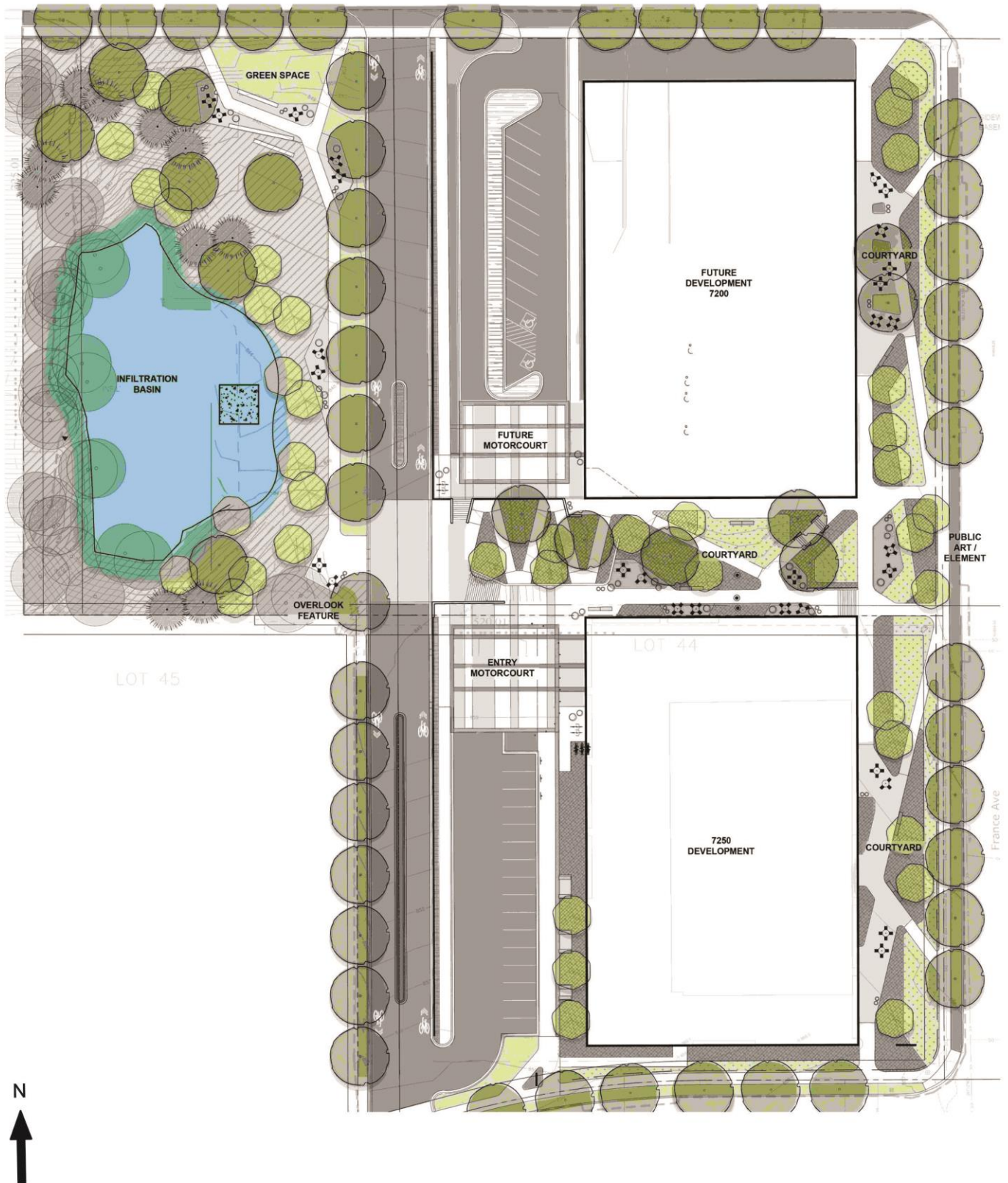
As shown in the site plan, the project includes access on Gallagher Drive and 72nd Street.

The project will be constructed in phases, with the 7250 building constructed first and the 7200 building constructed at a later date.



TRAFFIC AND PARKING STUDY
FOR 7200 AND 7250
FRANCE AVENUE
IN EDINA, MN

FIGURE 1
PROJECT LOCATION



TRAFFIC AND PARKING STUDY
FOR 7200 AND 7250
FRANCE AVENUE
IN EDINA, MN

FIGURE 2
SITE PLAN

DRAFT

3.0 Existing Conditions

The proposed site is currently occupied by two vacant office buildings, a parking structure, and surface parking. The site is bounded by France Avenue to the east, Gallagher Drive to the south, 72nd Street to the north, and residential areas to the west.

Near the site location, France Avenue is a six-lane divided roadway with turn lanes at major intersections. Gallagher Drive and 72nd Street are a two-lane roadways. Existing conditions at intersections near the proposed project location are shown in **Figure 3**.

France Avenue/70th Street (traffic signal control)

This intersection has four approaches and is controlled with a traffic signal. The eastbound and westbound approaches provide one left turn lane, one through lane, and one right turn lane. The northbound and southbound approaches provides one left turn lane, two through lanes, and one through/right turn lane.

France Avenue/Hazelton Road (traffic signal control)

This intersection has four approaches and is controlled with a traffic signal. The westbound approach provides one left turn lane, one through lane, and one right turn lane. The eastbound approach provides one left turn and one through/right turn lane. The southbound approach provides one left turn lane, two through lanes, and one through/right turn lane. The northbound approach provides one left turn lane, three through lanes, and one right turn lane.

France Avenue/72nd Street (minor street stop sign control)

This intersection has three approaches and is controlled with a stop sign on the eastbound 72nd Street approach. The eastbound approach provides one right turn lane. The northbound approach provides one left turn lane and three through lanes. The southbound approach provides two through lanes and one through/right turn lane. Left turns are not allowed from 72nd Street onto France Avenue.

France Avenue/Gallagher Drive (traffic signal control)

This intersection has four approaches and is controlled with a traffic signal. The eastbound and westbound approaches provide one left turn lane and one through/right turn lane. The northbound and southbound approaches provide one left turn lane, two through lanes, and one through/right turn lane.

France Avenue/Parklawn Avenue (traffic signal control)

This intersection has four approaches and is controlled with a traffic signal. The eastbound and westbound approaches provide one left turn lane, one through lane, and one right turn lane. The southbound approach provides one left turn lane, two through lanes, and one through/right turn lane. The northbound approach provides one left turn lane, three through lanes, and one right turn lane.

Parklawn Avenue/Gallagher Drive (minor street stop sign control)

This intersection has three approaches and is controlled with a stop sign on the southbound Gallagher Drive approach. The eastbound approach provides one left turn/through lane. The westbound approach provides one through/right turn lane. The southbound approach provides one left/right turn lane.

72nd Street/Cornelia Drive (all-way stop sign control)

This intersection has four approaches and is controlled with stop signs on all approaches. All approaches provide one left turn/through/right turn lane.

Turn movement data for the intersections was collected during the weekday a.m. (7:00 - 9:00 a.m.) and p.m. (4:00 - 6:00 p.m.) peak periods in July 2022.

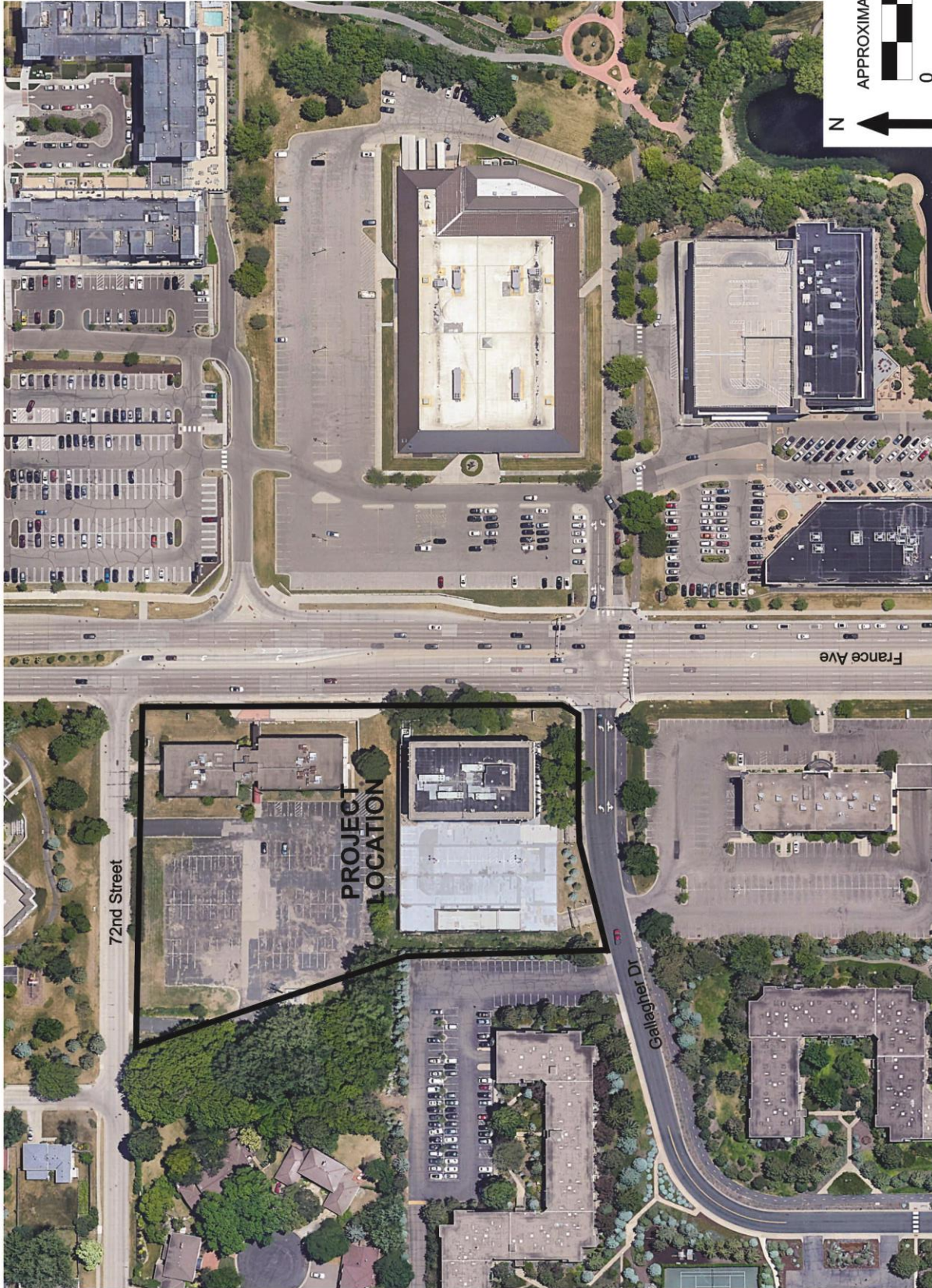


FIGURE 3
EXISTING CONDITIONS

TRAFFIC AND PARKING STUDY
FOR 7200 AND 7250
FRANCE AVENUE
IN EDINA, MN



4.0 Traffic Forecasts

Traffic Forecast Scenarios

To adequately address the impacts of the proposed project, forecasts and analyses were completed for the year 2027. Specifically, weekday a.m. and p.m. peak hour traffic forecasts were completed for the following scenarios:

- *2022 Existing.* Existing volumes were determined through traffic counts at the subject intersections. The existing volume information includes trips generated by the uses near the project site.
- *2027 No-Build.* Existing volumes at the subject intersections were increased by 0.5 percent per year to determine 2027 No-Build volumes. The 0.5 percent per year growth rate was calculated based on both recent growth experienced near the site and projected growth in the area.
- *2027 Build.* Trips generated by the proposed development were added to the 2027 No-Build volumes to determine 2027 Build volumes.

Trip Generation

Weekday a.m. and p.m. peak hour trip generation for the proposed development were calculated based on data presented in the eleventh edition of *Trip Generation*, published by the Institute of Transportation Engineers (ITE). Trips generated by the existing uses were based on the traffic count data. The resultant trip generation estimates are shown in **Table 4-1.**

Table 4-1
Trip Generation for Proposed Project

Land Use	Size	Weekday AM Peak Hour			Weekday PM Peak Hour			Weekday Daily
		In	Out	Total	In	Out	Total	Total
7200 Building								
Apartments	150 DU	13	43	56	36	23	59	681
General Retail	10,000 SF	14	10	24	33	33	66	545
Subtotal		27	53	80	69	56	125	1226
7250 Building								
General Office	124,620 SF	166	23	189	30	149	179	1351
Coffee Shop	2,200 SF	52	51	103	18	18	36	637
Subtotal		218	74	292	48	167	215	1988
Totals		245	127	372	117	223	340	3214

DU=dwelling unit, SF=square feet

The coffee shop is expected to be utilized by residents, employees, and visitors as well as the general public. The trip totals for the coffee shop have been reduced to account for residents, employees, and visitors who will already be on-site.

Trip Distribution Percentages

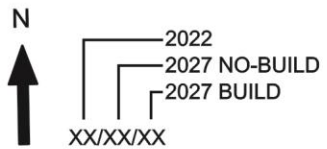
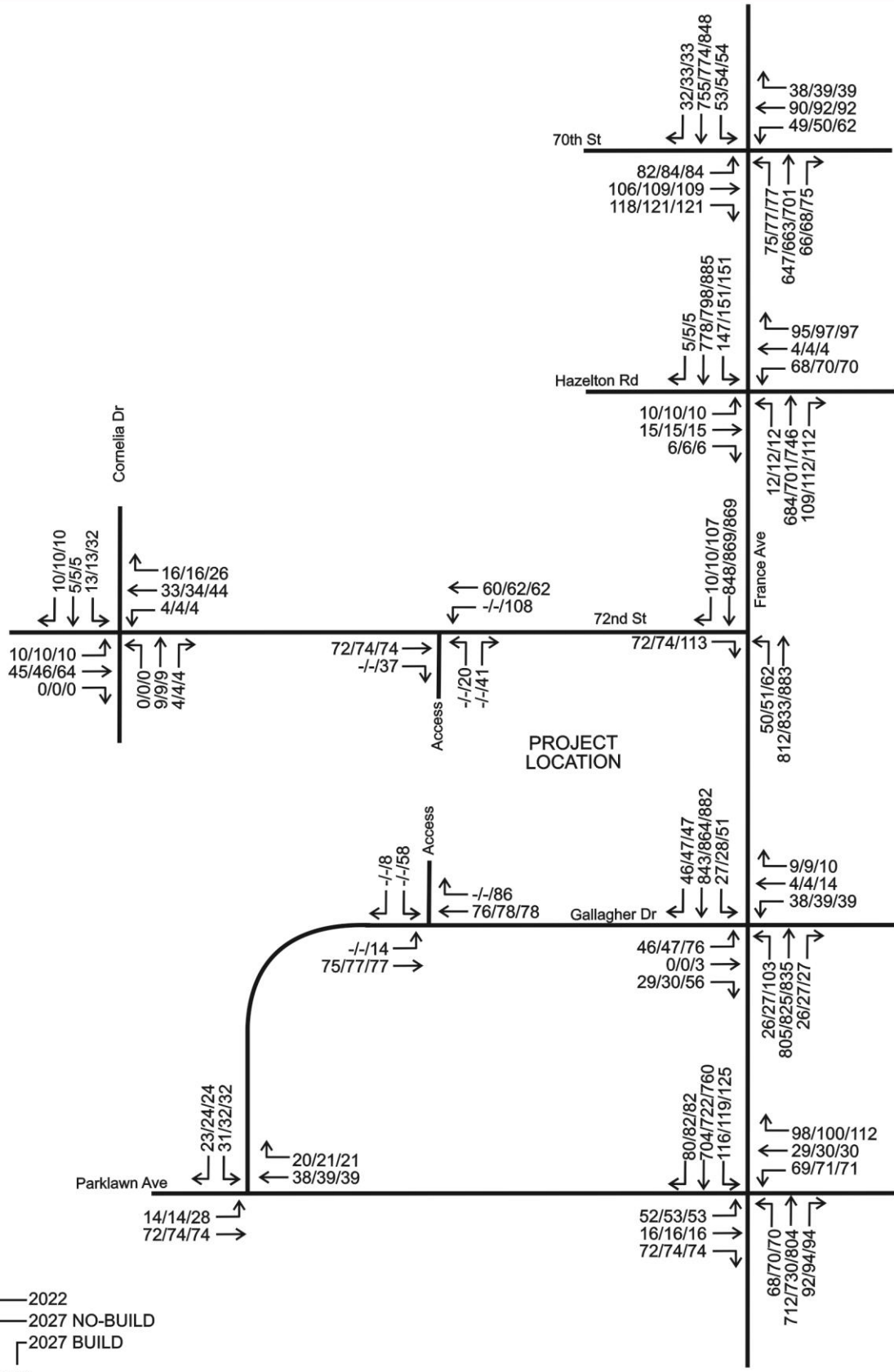
Trip distribution percentages for the subject development trips were established based on the nearby roadway network, existing and expected future traffic patterns, and location of the subject development in relation to major attractions and population concentrations.

The distribution percentages for trips generated by the proposed development are as follows:

- 30 percent to/from the north on France Avenue
- 7 percent to/from the west on 72nd Street
- 8 percent to/from the north of Cornelia Drive
- 5 percent to/from the east on 70th Street
- 5 percent to/from the east on Hazelton Road
- 5 percent to/from the east on Gallagher Drive
- 5 percent to/from the west on Parklawn Avenue
- 5 percent to/from the east on Parklawn Avenue
- 30 percent to/from the south on France Avenue

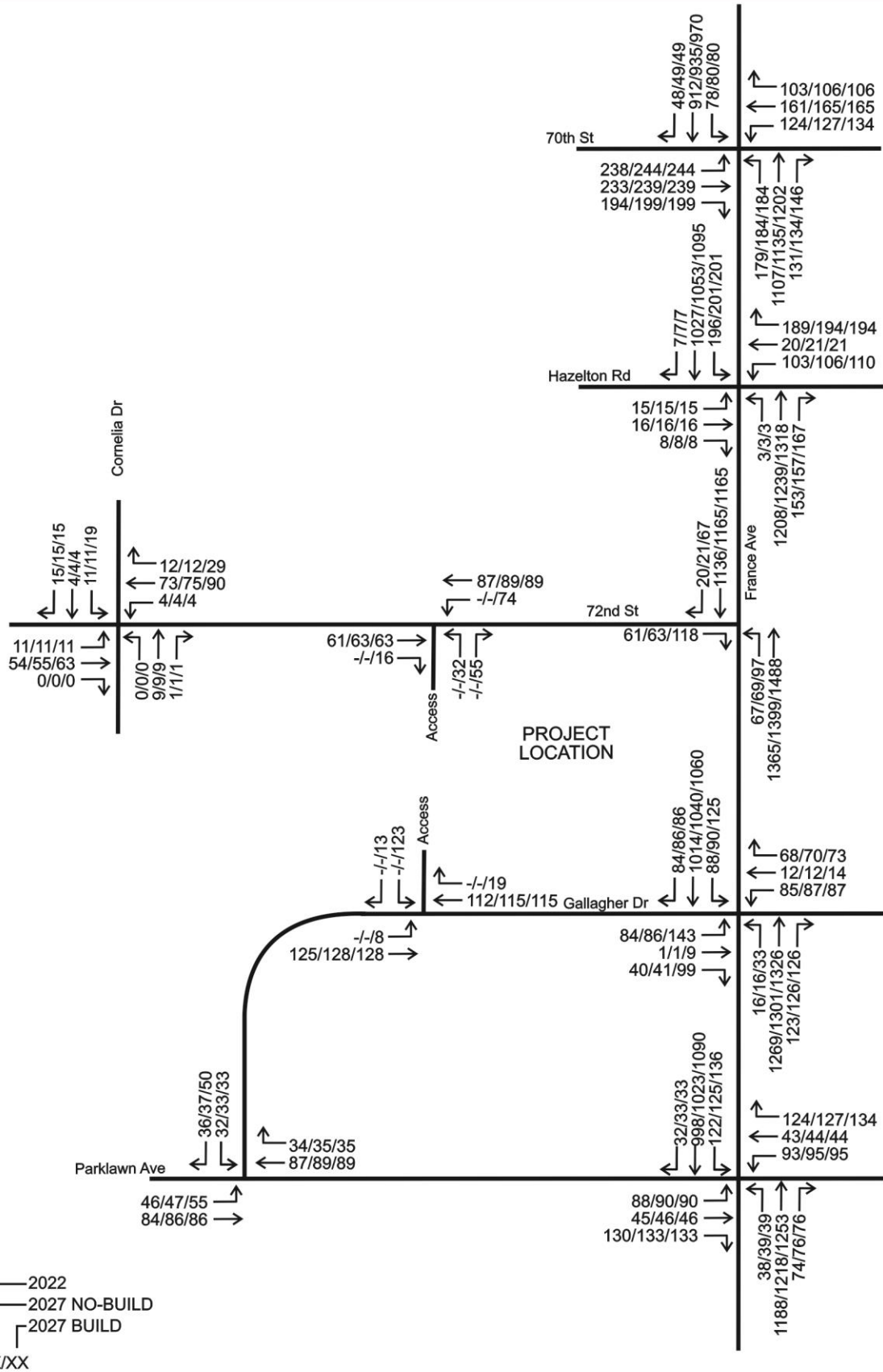
Traffic Volumes

Development trips were assigned to the surrounding roadway network using the preceding trip distribution percentages. Traffic volumes were established for all the forecasting scenarios described earlier during the weekday a.m. and p.m. peak hours. The resultant traffic volumes are presented in **Figures 4 and 5**.



TRAFFIC AND PARKING STUDY
 FOR 7200 AND 7250
 FRANCE AVENUE
 IN EDINA, MN

FIGURE 4
WEEKDAY A.M. PEAK
HOUR VOLUMES



TRAFFIC AND PARKING STUDY
FOR 7200 AND 7250
FRANCE AVENUE
IN EDINA, MN

FIGURE 5

**WEEKDAY P.M. PEAK
HOUR VOLUMES**

5.0 Traffic Analysis

Intersection Level of Service Analysis

Traffic analyses were completed for the subject intersections for all scenarios described earlier during the weekday a.m. and p.m. peak hours using Synchro software. Initial analysis was completed using existing geometrics and intersection control.

Capacity analysis results are presented in terms of level of service (LOS), which is defined in terms of traffic delay at the intersection. LOS ranges from A to F. LOS A represents the best intersection operation, with little delay for each vehicle using the intersection. LOS F represents the worst intersection operation with excessive delay. The following is a detailed description of the conditions described by each LOS designation:

- Level of service A corresponds to a free flow condition with motorists virtually unaffected by the intersection control mechanism. For a signalized or an unsignalized intersection, the average delay per vehicle would be approximately 10 seconds or less.
- Level of service B represents stable flow with a high degree of freedom, but with some influence from the intersection control device and the traffic volumes. For a signalized intersection, the average delay ranges from 10 to 20 seconds. An unsignalized intersection would have delays ranging from 10 to 15 seconds for this level.
- Level of service C depicts a restricted flow which remains stable, but with significant influence from the intersection control device and the traffic volumes. The general level of comfort and convenience changes noticeably at this level. The delay ranges from 20 to 35 seconds for a signalized intersection and from 15 to 25 seconds for an unsignalized intersection at this level.
- Level of service D corresponds to high-density flow in which speed and freedom are significantly restricted. Though traffic flow remains stable, reductions in comfort and convenience are experienced. The control delay for this level is 35 to 55 seconds for a signalized intersection and 25 to 35 seconds for an unsignalized intersection.
- Level of service E represents unstable flow of traffic at or near the capacity of the intersection with poor levels of comfort and convenience. The delay ranges from 55 to 80 seconds for a signalized intersection and from 35 to 50 seconds for an unsignalized intersection at this level.
- Level of service F represents forced flow in which the volume of traffic approaching the intersection exceeds the volume that can be served. Characteristics often experienced include long queues, stop-and-go waves, poor travel times, low comfort and convenience, and increased accident exposure. Delays over 80 seconds for a signalized intersection and over 50 seconds for an unsignalized intersection correspond to this level of service.

The LOS results for the study intersections are presented in **Figures 6 and 7** and discussed below.

France Avenue/70th Street (traffic signal control) - During the a.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS D or better. The overall intersection operates at LOS D for all scenarios.

During the p.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS E or better. The overall intersection operates at LOS D for all scenarios.

France Avenue/Hazelton Road (traffic signal control) - During the a.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS D or better. The overall intersection operates at LOS C for all scenarios.

During the p.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS E or better. The overall intersection operates at LOS D for all scenarios.

France Avenue/72nd Street (minor street stop sign control) - During the a.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS C or better. The overall intersection operates at LOS A for all scenarios.

During the p.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS C or better. The overall intersection operates at LOS A for all scenarios.

France Avenue/Gallagher Drive (traffic signal control) - During the a.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS D or better. The overall intersection operates at LOS D for all scenarios.

During the p.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS E or better. The overall intersection operates at LOS C for all scenarios.

France Avenue/Parklawn Avenue (traffic signal control) - During the a.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS E or better. The overall intersection operates at LOS D for all scenarios.

During the p.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS E or better. The overall intersection operates at LOS C for all scenarios.

Parklawn Avenue/Gallagher Drive (minor street stop sign control) - During the a.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS A. The overall intersection operates at LOS A for all scenarios.

During the p.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS B or better. The overall intersection operates at LOS A for all scenarios.

72nd Street/Cornelia Drive (all-way stop sign control) - During the a.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS A. The overall intersection operates at LOS A for all scenarios.

During the p.m. peak hour under existing, 2027 No-Build, and 2027 Build conditions, all movements operate at LOS A. The overall intersection operates at LOS A for all scenarios.

Gallagher Drive/proposed access (minor street stop control) - During the a.m. peak hour under 2027 Build conditions, all movements operate at LOS B or better. The overall intersection operates at LOS A for all scenarios.

During the p.m. peak hour under 2027 Build conditions, all movements operate at LOS B or better. The overall intersection operates at LOS A for all scenarios.

72nd Street/proposed access (minor street stop control) - During the a.m. peak hour under 2027 Build conditions, all movements operate at LOS B or better. The overall intersection operates at LOS A for all scenarios.

During the p.m. peak hour under 2027 Build conditions, all movements operate at LOS A. The overall intersection operates at LOS A for all scenarios.

Overall Traffic Impacts

The traffic generated by the proposed development has minimal impact on the intersection operations at the study intersections. No improvements are needed at these intersections to accommodate the proposed project.

72nd Street Impacts

72nd Street extends west from France Avenue and provides connections to residential areas west of the project site. 72nd Street is also used to access 70th Street via connections to Cornelia Drive and Wooddale Avenue. Observations indicate that traffic utilizing 72nd Street is a mixture of local trips and trips accessing 70th Street.

Under existing conditions, the office building has two access points on 72nd Street. Through observations and data collected at the access locations for previous studies completed for this site, approximately 15% of existing site trips used 72nd Street west of Lynmar Lane to access the site. Under future conditions, this equates to 57 trips during the a.m. peak hour and 48 trips during the p.m. peak hour.

Bicycle and Pedestrian Facilities

Under existing conditions, sidewalk is provided on both sides of France Avenue, on the north/west side of Gallagher Drive west of France Avenue, and on the north side of 72nd Street west of France Avenue. The Nine Mile Creek Regional Trail is located on the south/east side of Gallagher Drive. Striped crosswalks and pedestrian signal heads are provided at all signalized intersections along France Avenue.

The proposed project is designed to provide both pedestrian and bicycle connections to the surrounding infrastructure. Space for pedestrian amenities is provided along all streets surrounding the project. Access to the Nine Mile Creek Regional Trail is provided at the Gallagher Drive crosswalk.

The site plan does not specifically indicate the location or number of bicycle parking spaces. Both short-term and long-term bicycle spaces should be provided in order to accommodate employees, customers, and residents. The short-term spaces should be located near building entrances and provide facilities to securely park each bicycle. Long-term spaces for residents should be provided in the parking ramp or in a separate room within the building. The provision of a bicycle maintenance station would help encourage bicycle use by all site users.

Transit Facilities

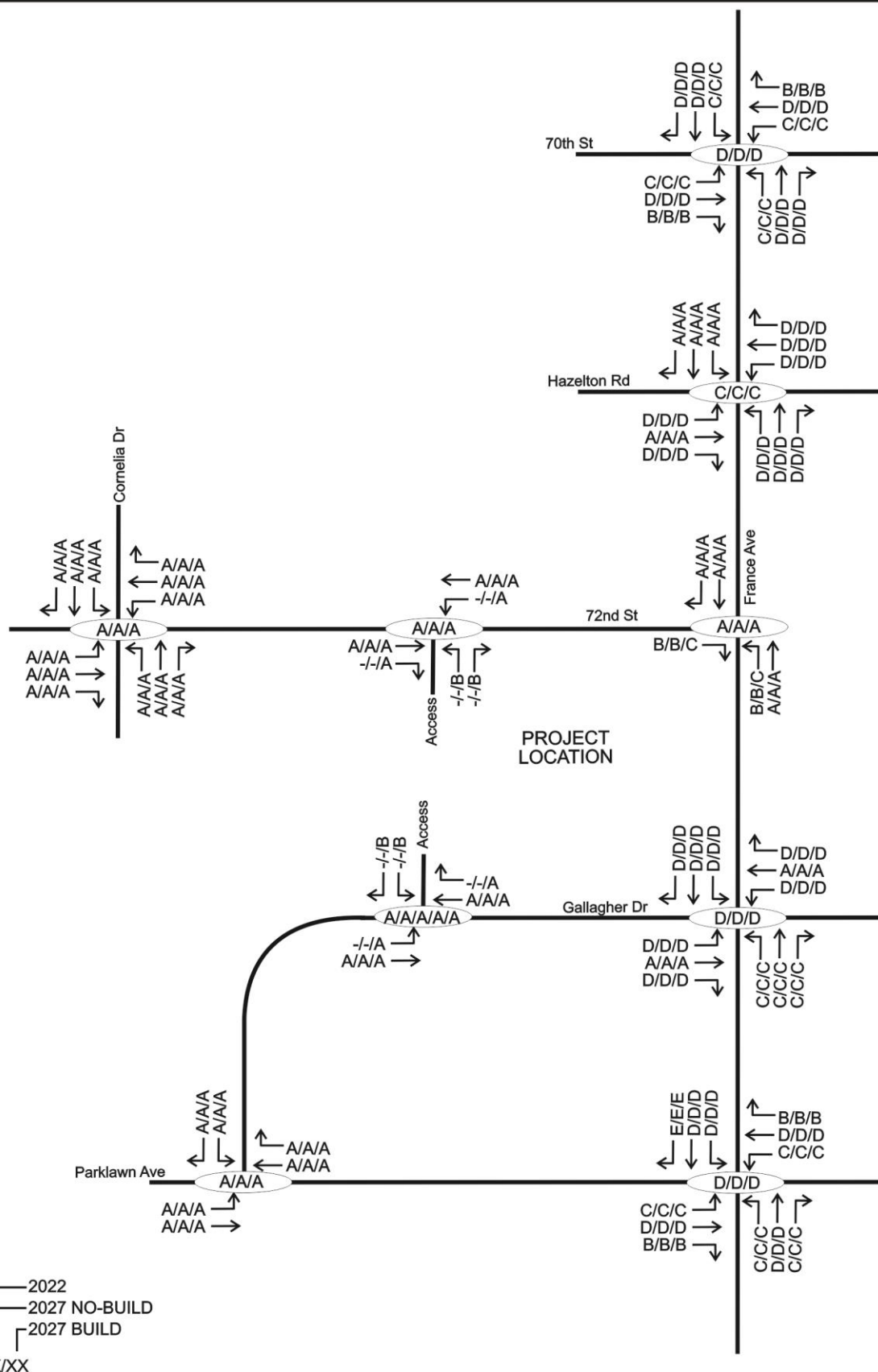
The subject site presently is served by the Metro Transit bus route 6. Bus stops exist on France Avenue, Gallagher Drive, Parklawn Avenue, and Hazelton Road.

Travel Demand Management Plan (TDM)

Per City requirements, a Travel Demand Management (TDM) plan is required for this project. The goal of the TDM plan is to reduce vehicular trips during peak hours and carbon emissions from vehicles. TDM strategies for this site include:

- Providing maps that show the area bus routes and schedules.
- Providing maps of bicycle and pedestrian facilities.
- Providing information on starting and joining commuter programs.
- Providing long-term and short-term bicycle parking spaces for site users.
- Offering a pre-paid Metro Transit Go-To Card to all new residents and employees.

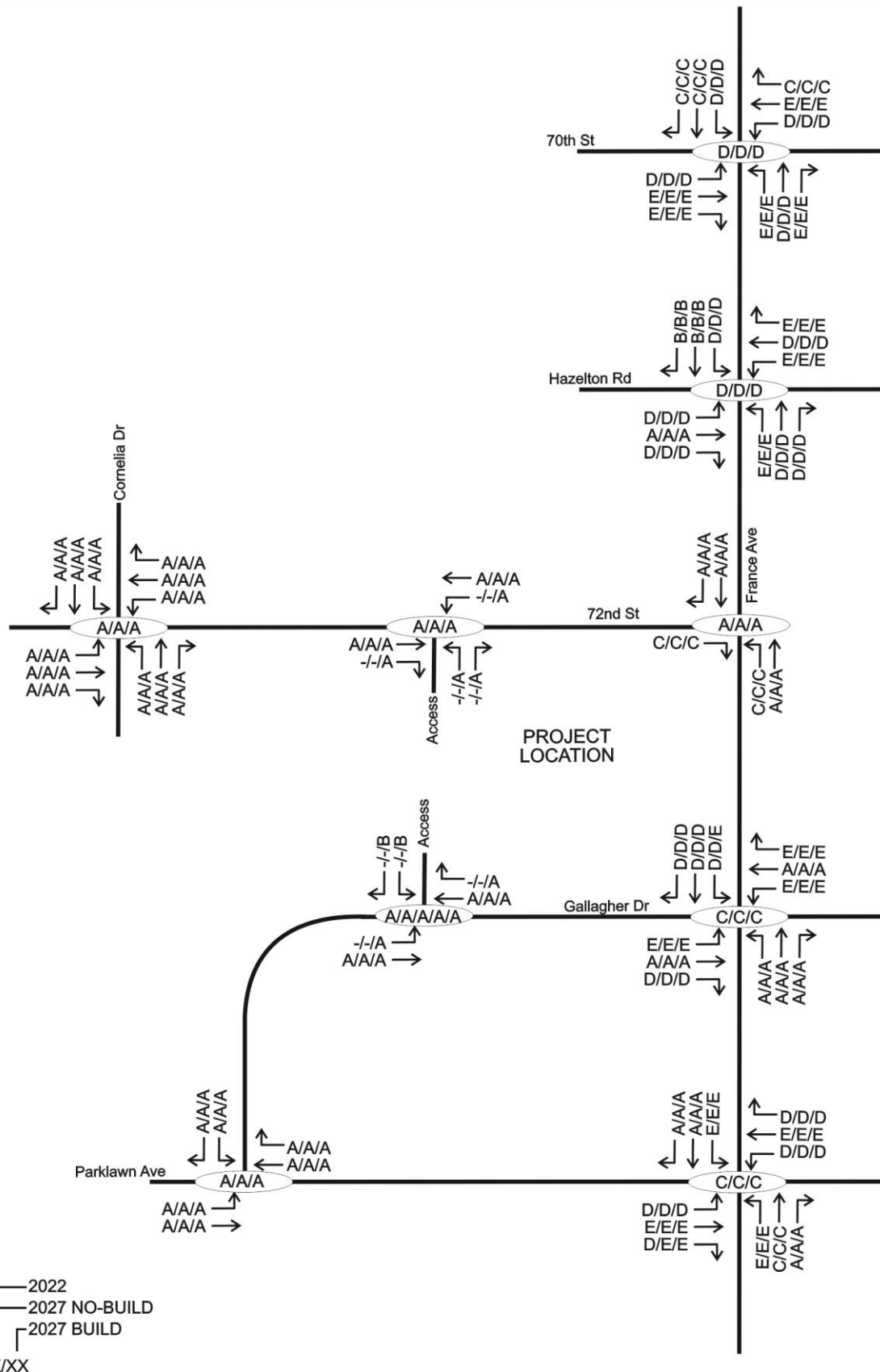
The goal of the TDM plan is a 10-20 percent reduction in single occupant vehicle trips. The TDM plan strategies should be implemented at the time the project is complete and fully operational. The overall cost of the strategies is estimated at \$2,000.



TRAFFIC AND PARKING STUDY
FOR 7200 AND 7250
FRANCE AVENUE
IN EDINA, MN

FIGURE 6

**WEEKDAY A.M. PEAK
HOUR LOS RESULTS**



TRAFFIC AND PARKING STUDY
FOR 7200 AND 7250
FRANCE AVENUE
IN EDINA, MN

FIGURE 7

**WEEKDAY P.M. PEAK
HOUR LOS RESULTS**

6.0 Parking Analysis

The entire project will ultimately include 468 on-site parking spaces, with 234 on the 7200 site and 234 on the 7250 site. The first phase of the project will be construction of the 7250 building, which will include 219 underground stalls, 15 surface stalls, and 83 temporary stalls on the 7200 site. Therefore the 7250 building will have access to 317 stalls until the 7200 building is constructed at a later date. The total number of parking stalls for each phase of the project is shown below:

- Phase 1 (7250 building only) – 317 stalls
- Full build (7250 and 7200 buildings) – 468 stalls

Parking data from the Institute of Transportation Engineers (ITE) was used to determine the expected parking demand for the proposed land uses. Data provided in the ITE publication *Parking Generation*, 5th Edition, indicates the various proposed uses peak at different times during the day. The ITE data was adjusted to account for the expected modal split for the site.

Based on the ITE data, the peak weekday parking demand for Phase 1 is 289 spaces, which occurs between 8 am and 11 am. The 317 spaces provided for Phase 1 can accommodate the expected peak parking demand. The peak parking demand for the entire development is 356 spaces, which occurs between 8 am and 11 am. The 468 spaces provided for the entire development can accommodate the expected peak parking demand.

If the retail and apartment for the 7200 building change from those currently assumed, the parking calculations should be updated to ensure adequate on-site parking.

Edina City code requires 1.0 parking space per apartment unit and 1 space per 300 square feet for the office, retail, and coffee shop uses. This equates to 422 total spaces for Phase 1 and 605 total spaces for the full development.

7.0 Conclusions and Recommendations

The conclusions drawn from the information and analyses presented in this report are as follows:

- The proposed development is expected to generate 372 trips during the weekday a.m. peak hour, 340 trips during the weekday p.m. peak hour, and 3,214 weekday daily trips.
- The traffic generated by the proposed development has minimal impact on the intersection operations at the study intersections. No improvements are needed at these intersections to accommodate the proposed project.
- Traffic volumes on 72nd Street west of Lynmar Lane are expected to increase by 57 trips during the a.m. peak hour and 48 trips during the p.m. peak hour.
- The proposed project is designed to provide both pedestrian and bicycle connections to the surrounding infrastructure. Space for pedestrian amenities is provided along all streets surrounding the project. Access to the Nine Mile Creek Regional Trail is provided at the Gallagher Drive crosswalk.
- Both short-term and long-term bicycle spaces should be provided in order to accommodate employees, customers, and residents. The short-term spaces should be located near building entrances and provide facilities to securely park each bicycle. Long-term spaces for residents should be provided in the parking ramp or in a separate room within the building. The provision of a bicycle maintenance station would help encourage bicycle use by all site users.
- The proposed number of parking spaces can accommodate the expected peak parking demand based on Institute of Transportation Engineers (ITE) data for both Phase 1 and full development of the site.
- Edina City code requires 1.0 parking space per apartment unit and 1 space per 300 square feet for the office, retail, and coffee shop uses. This equates to 422 total spaces for Phase 1 and 605 total spaces for the full development.
- Per City requirements, a Travel Demand Management (TDM) plan is required for this project. The goal of the TDM plan is to reduce vehicular trips during peak hours and carbon emissions from vehicles. TDM strategies for this site include:
 - Providing maps that show the area bus routes and schedules.
 - Providing maps of bicycle and pedestrian facilities.
 - Providing information on starting and joining commuter programs.
 - Providing long-term and short-term bicycle parking spaces for site users.
 - Offering a pre-paid Metro Transit Go-To Card to all new residents and employees.

8.0 Appendix

- Level of Service Worksheets

RESOLUTION NO. 2022-81

APPROVING A ZONING ORDINANCE AMENDMENT AND REVISED OVERALL DEVELOPMENT PLAN AND SITE PLAN REVIEW FOR 7250 AND 7200 FRANCE AVENUE

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

Section I. BACKGROUND.

- I.01 Orion Investment is requesting a Zoning Ordinance Amendment for a completely new redevelopment project for the subject property. This site received a rezoning approval to Planned Unit Development-16 in 2019; however, the project was never constructed. The underlying, or previous zoning on the site is POD, Planned Office District. The existing PUD would allow two six-story buildings with 299 unit of housing and 30,000 square feet of retail/restaurants and 10 owner occupied townhomes. The previous POD, Planned Office District would allow 113,000 square feet of office/medical office use.
- I.02 The property is legally described as follows:
- Lot 44, Block I, Oscar Roberts 1st Addition, Hennepin County. The North 325 Feet of the East 520 Feet of the Southeast 1/4 of the Northeast 1/4 Except Road. (7200 & 7250 France.
- I.03 The existing office buildings and parking ramp on the sites would be removed. The existing parking ramp is in a very poor state of repair. The project would be developed in two phases. The first phase would be the construction of a five-story 124,620 square foot office building and coffee shop with underground parking at the 7250 France Site. The 7200 site would include a ponding area, sidewalks, green space, landscaping and surface parking where the future building pad would be.
- I.04 Phase 2 would include a similar sized building in height and square footage, with the future use of housing with retail (150 units). Permanent parking for Phase 1 would be required to be included in the Phase 2 development.
- I.05 An Overall Development and Ordinance Amendment establishing the PUD-16 District were approved by the City Council on April 2nd, 2019.
- I.06 To accommodate the request, the following is requested:
- A Rezoning/Ordinance Amendment to revise the PUD-16, Planned Unit Development District to establish a new Overall Development Plan and Site Plan review for Phase I.

- I.07 On September 14, 2022, the Planning Commission held a public hearing and recommended approval of the request with the added condition that the bike and pedestrian connections be separated from the north/south street/connector. Vote: 6 Ayes and 0 Nays.
- I.08 On September 20th, 2022, the City Council held a public hearing and considered the request.
- I.09 On October 6, 2022, the City Council granted approval of the requests.

Section 2. FINDINGS

2.01 Approval is based on the following findings:

1. The proposed land uses, and density are consistent with the Comprehensive Plan.
2. The proposal still meets the City's criteria for PUD zoning. The PUD zoning would:
 - a. Create a more pedestrian-friendly development with the construction of improved sidewalks and connections to the Promenade. The project would bring vibrancy to the area.
 - b. The building would be of high-quality architectural brick, metal, stone, and glass.
 - c. Ensure that the buildings proposed in Phase I would be the only buildings built on the site unless an amendment to the PUD is approved by City Council. Phase 2 would be required to be multi-family residential with some retail commercial as long as there is adequate parking on the site for all phases.
 - d. Project would add to the City's affordable housing stock by providing 10% of the units in Phase 2 for affordable housing.
 - e. Provide for a more creative site design, consistent with goals and policies in the Comprehensive Plan.
 - f. Enhance green space and landscaping and utilize sustainable concepts.
 - g. Meet the City's sustainability policy, including seeking a LEED certified building in Phase I.
 - h. Provide 19% of the site for public use.
3. The PUD would ensure that the development proposed would be the only building that would be allowed on the site unless an amendment to the PUD is approved by City Council.
4. The plans address the Greater Southdale District Design Experience Guidelines as follows: The division of the property into smaller blocks and the provision of pedestrian, bicycle and vehicle access and connections through the site both east-west and north-south; increasing the public realm on the site; eliminating most of the surface parking stalls, with none being visible from France Avenue in the Phase 2 build out. Affordable housing should be required within the future apartment project as well as public art located along France Avenue
5. The proposed project would meet the following goals and policies of the Comprehensive Plan:

- Primary uses are offices, attached or multifamily housing. Secondary uses: Limited retail and service uses (not including “big box” retail).
- Encourage structured parking and open space linkages where feasible; emphasize the enhancement of the pedestrian environment.
- Locate and orient vehicle parking, vehicular access, service areas and utilities to minimize their visual impact on the property and on adjacent/surrounding properties, without compromising the safety and attractiveness of adjacent streets, parks, and open spaces.
- Provide sidewalks along primary streets and connections to adjacent neighborhoods along secondary streets or walkways.
- Limit driveway access from primary streets while encouraging access from secondary streets.
- Provision of the north-south public vehicle, bike and pedestrian connection through the site.
- Encourage the development of parking lots or structures so they can be shared by more than one building on the site or by buildings on neighboring sites, and which can transition over time to other uses if parking needs change.
- Increase mixed-use development where supported by adequate infrastructure to minimize traffic congestion, support transit, and diversify the tax base.
- Support the development of mixed-use districts that provide a variety of living opportunities within a walkable and livable area.
- Recognize and support commercial, office, and industrial job centers that draw workers from the city and across the region.
- Ensure that the city’s roads continue to evolve to act as connectors, rather than as barriers. Incorporate amenities and infrastructure into public corridors to make them beautiful, efficient, and multimodal public spaces that contribute to community identity and pride.
- 50%/50% estimated residential/commercial mixed-use.

6. The existing roadways and proposed parking would support the project. Stantec conducted a traffic and parking impact study and concluded that the proposed development could be supported by the existing roads and proposed parking.

Section 3. APPROVAL

NOW THEREFORE, it is hereby resolved by the City Council of the City of Edina, approves The Ordinance Amendment, Revised Overall Development Plan and Site Plan Amendment for PUD-16.

Approval is subject to the following conditions:

- I. The Final Development Plans must be generally consistent with the Preliminary Development Plans dated August 28, 2022.

2. The Final Landscape Plan must meet all minimum landscaping requirements per Chapter 36 of the Zoning Ordinance. A performance bond, letter-of-credit, or cash deposit must be submitted for one and one-half times the cost amount for completing the required landscaping, screening, or erosion control measures at the time of any building permit.
3. Provision of code compliant bike racks for each use near the building entrances.
4. The Final Lighting Plan must meet all minimum requirements per Section 36-1260 of the City Code.
5. Roof-top mechanical equipment shall be screened per Section 36-1459 of the City Code.
6. Submit a copy of the Nine Mile Creek Watershed District permit. The City may require revisions to the approved plans to meet the district's requirements.
7. A Developer's Agreement/Site Improvement Plan Agreement is required at the time of Final Approval.
8. Phase 2 of the project must include affordable housing within the project, compliant with the City's affordable housing policy. Final determination to be made at final approval for Phase 2.
9. Compliance with the conditions outlined in the director of engineering's memo dated September 1, 2022.
10. Compliance with the Stantec Consulting Traffic & Parking Study recommendations.
11. Subject to the Zoning Ordinance Amendment revising the PUD-16, Planned Unit Development for this site.
12. Public sidewalks must be a minimum of 5 feet in width with a 5-foot boulevard on Gallagher Drive and West 72nd Street, and 8 feet minimum width with an 8-foot boulevard on France Avenue.
13. Dedication of public access easements of the east-west and north-south sidewalks and drive- aisles through the site and sidewalks around the perimeter of the site.
14. Submittal of a construction management plan subject to review and approval of city staff prior to issuance of a building permit. The plan must demonstrate minimal impact to pedestrian and vehicle movement.
15. Hours of construction must be consistent with City Code.
16. The property owner shall be responsible for the maintenance of internal sidewalks and drive aisles. The City would snow plow a 5-foot path of the sidewalk on France. The property owners would be responsible for the remaining areas.
17. Public art should be provided along street frontages and the courtyard.

18. Final Plans shall comply with the street typologies in the Southdale Design Experience Guidelines along France Avenue and the building step in at least ten feet at the 60-foot building height.
19. The bike and pedestrian connections be separated from the north/south street/connector on the west side of the proposed buildings.

Adopted by the City Council of the City of Edina, Minnesota, on October 6, 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 October 6, 2022, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ____ day of _____, 2021.

Sharon Allison, City Clerk

**ORDINANCE NO. 2012-13
AN ORDINANCE AMENDING THE ZONING ORDINANCE
TO REVISE THE PUD-16, PLANNED UNIT DEVELOPMENT-16 ZONING DISTRICT**

The City Of Edina Ordains:

Section 1. Chapter 36, Article VIII, Division 4 is hereby amended to add the following:

Sec. 36-507 Planned Unit Development District-16 (PUD-16)

(a) *Legal description:*

Lot 44, Block I, Oscar Roberts 1st Addition, Hennepin County.
The North 325 Feet of the East 520 Feet of the Southeast 1/4 of the Northeast 1/4 Except Road. (7200 & 7250 France Avenue)

(b) *Approved Plans.* Incorporated herein by reference are the re-development plans, including the master development plan for the site received by the City on February 27, 2019 except as amended by City Council Resolution No. 2019-23 on file in the Office of the Planning Department.

(c) *Principal Uses:*

All uses allowed in the PCD-2 Zoning District
Multi-family Apartments/Townhomes/Condos.

(d) *Accessory Uses:*

All accessory uses allowed in the PCD-2 Zoning District.

(e) *Conditional Uses:*

All conditional uses allowed in the PCD-2 Zoning District.

(f) *Development Standards.* In addition to the development standards per the PCD-2 Zoning District, the following shall apply:

	Required
<u>Building Setbacks</u>	
Front – France	39 feet
Front – Gallagher	20 feet 25 feet
Front – 72nd Street (apartments)	35 feet
Front – 72nd Street (townhomes)	20 feet
Side – West (townhomes)	90 feet
Side – West (apartments)	45 feet

Existing text – XXXX

Stricken text – ~~XXXX~~

Added text – **XXXX**

Building Height	6 stories and 67 feet 84 feet (Building to be constructed per the approved plans)
Maximum Floor Area Ratio (FAR)	1.8%
Parking Stalls	590 stalls required (Per the approved plans) Phase 1 – 317 total stalls Phase 2 – 468 total stalls
Parking Stall Size	8.5 x 18'
Drive Aisle Width	24 feet

- (g) Signs shall be regulated per the PCD Zoning District based on the use.
- (h) ~~Twenty percent (20%) of the dwelling units in the building shall be dedicated for affordable housing at 60% or less of area median gross income, for a minimum of 25 years from the date of certificate of occupancy.~~
- (h) Affordable housing units must be included in the project with the development of housing in Phase 2 per the City's affordable housing policy at the time of final approval for Phase 2.**

Section 2. This ordinance is effective upon approval by the Metropolitan Council of the Comprehensive Plan Amendment.

First Reading:

Second Reading:

Published:

Attest: _____
Sharon Allison, City Clerk James B. Hovland, Mayor

Please publish in the Edina Sun Current on:

Send two affidavits of publication.

Bill to Edina City Clerk



The CITY of
EDINA

Zoning Ordinance Amendment to Revise PUD- 16 – 7200 & 7250 France Avenue

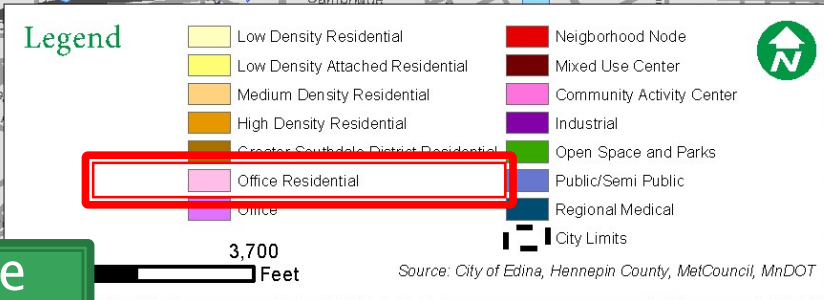
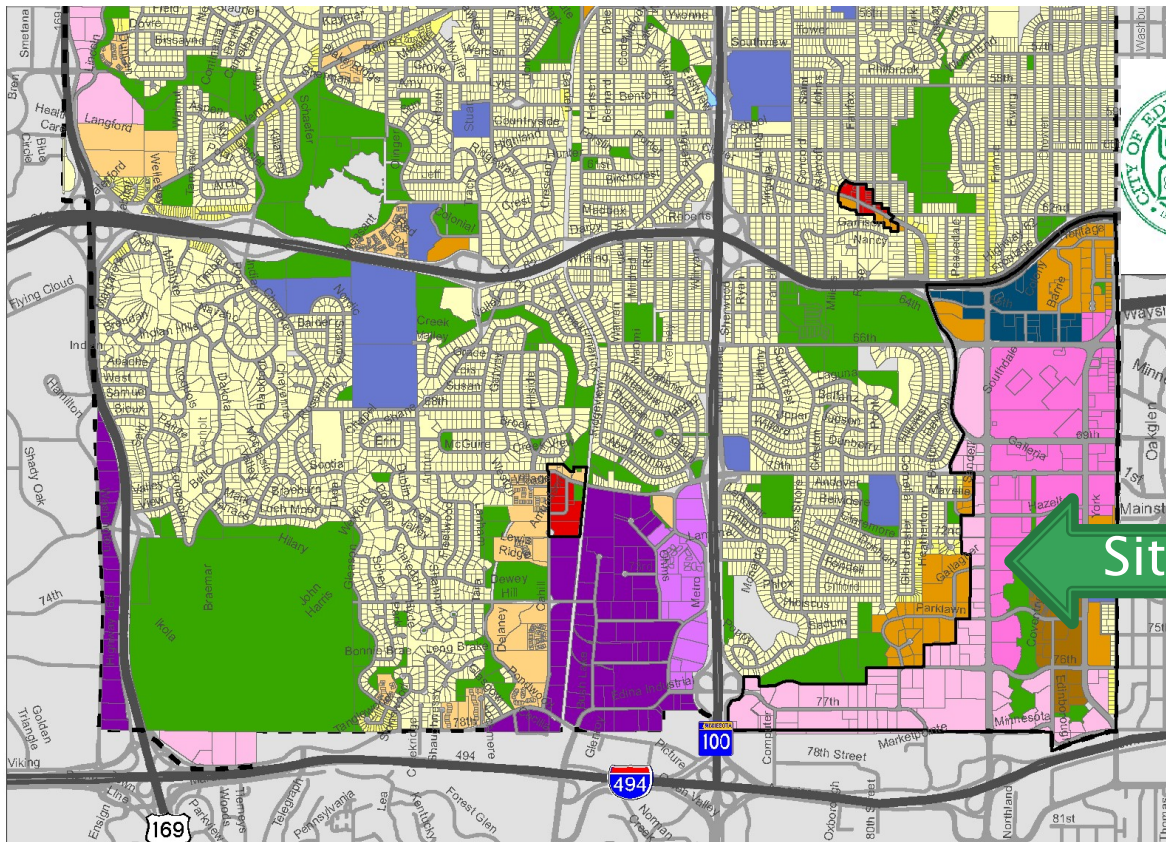


The CITY of EDINA



Edina 2040 Comprehensive Plan

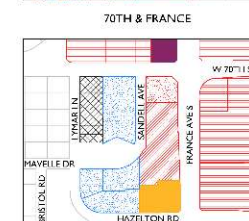
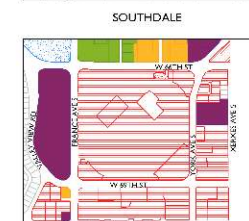
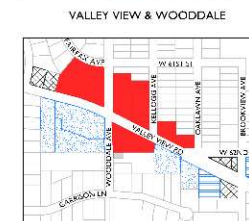
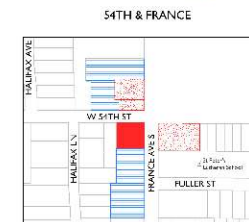
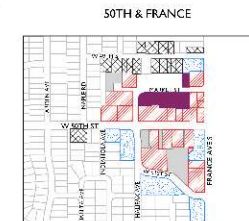
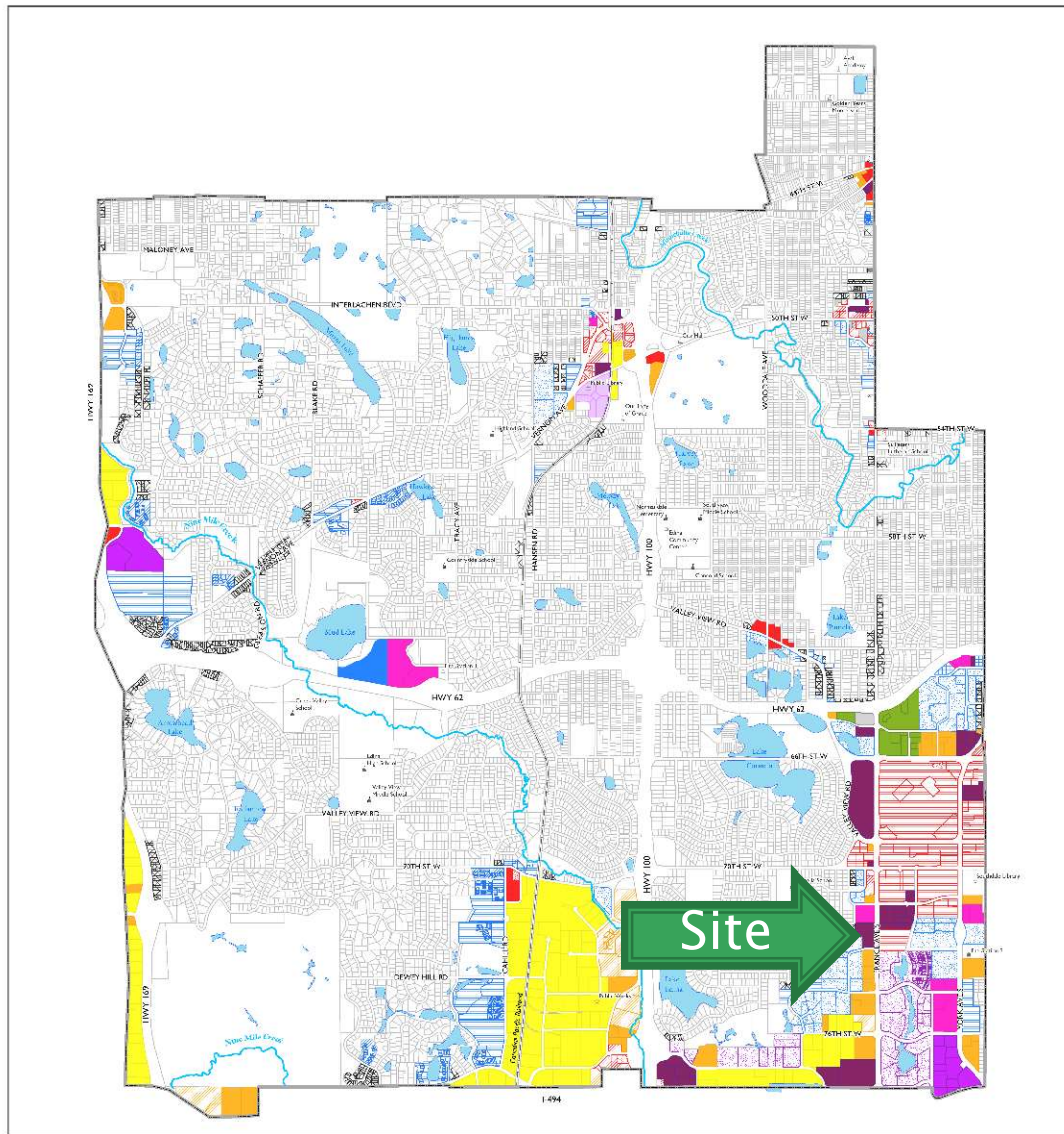
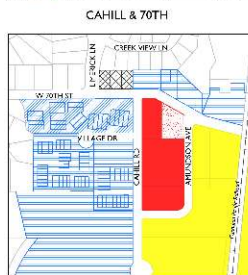
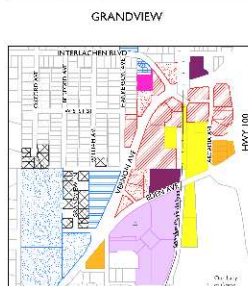
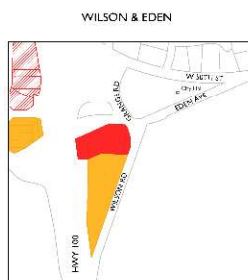
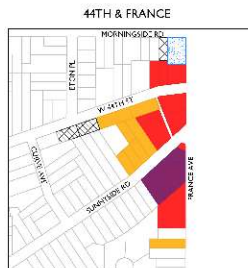
Edina, Minnesota





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
 - Edina Boundary
 - Railroad
 - Public Building
 - Public School
 - Private School





The CITY of
EDINA



CITY COUNCIL MEETING, DECEMBER 4TH

2019 Approved Overall
Development Plan





The CITY of
EDINA

Sketch Plan Proposal

Revisions from Sketch Plan:

- Eliminated the retail/grocery store
- Enhanced the north-south drive/bike/pedestrian experience
- Enhanced architecture (applicant to detail)
- Eliminated the drive entrance off France.



The CITY of
EDINA



The CITY of
EDINA

Phase 1



Phase 2





FRANCE AVE
7200 & 7250 FRANCE AVE, EDINA,
MN 55435

esg
ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1000
Minneapolis, MN 55415
p 612.299.5580 | f 612.299.5582
www.esgarch.com

This is a conceptual illustration of the proposed project. It is not intended to represent any specific design or construction. The project is subject to the review of the State of Minnesota.

Signature _____
Printed or Electronic Name _____
Date _____

**NOT FOR
CONSTRUCTION**

**P.U.D.
SUBMISSION
8/12/2022**

ORIGINAL (S) _____
REVISED (S) _____

Author _____
Check by _____

222702
PROJECT NUMBER
Author _____
Check by _____
REVISED (S) _____



esg
ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1000
Minneapolis, MN 55415
p 612.339.5555 f 612.339.5382
www.esgarch.com

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 architect
under the laws of the State of Minnesota.

Signature _____
Typed or Printed Name _____
License # _____ Date _____

**NOT FOR
CONSTRUCTION**



P.U.D. SUBMISSION 8/12/2022	
ORIGINAL ISSUE: 8/2/2022	
REV. 5.0.0.0: Rev. Description Date	
222702 PLOT 1 - 100' X 100'	
ESG	ESG
DESIGNED BY	CHECKED BY
ECT PLW	



esc
ARCHITECTURE & DESIGN

550 Washington Avenue South, Suite 1800
Minneapolis, MN 55412
p 612.233.1388 f 612.233.1382
www.escarch.com

The owner of this document and/or the project it represents has been reviewed by me or a duly registered professional engineer and I hereby certify that it complies with the laws of the State of Minnesota.

Project No. _____
Project Name _____
Location of _____

NOT FOR CONSTRUCTION



**P.U.D.
SUBMISSION
8/12/2022**

ORIGINAL ISSUE:
8/12/22
REV. 1/2022
No. _____ Description _____ Date _____

222702
PROJECT NUMBER
ESC ESC
DESIGN BY ARCHITECTURE
KEY PLAN

EXTERNAL REMINDER

This Request Requires:



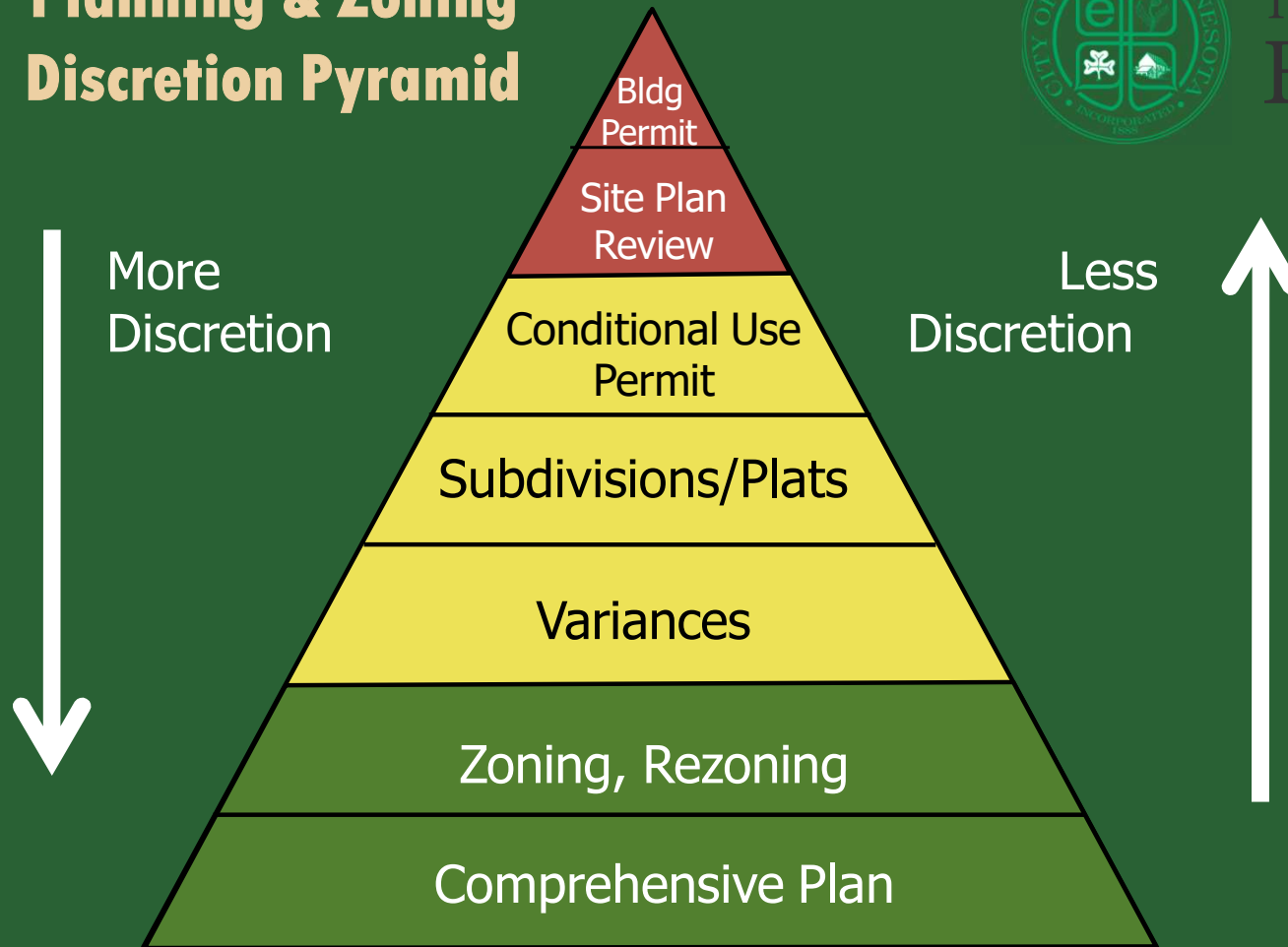
The CITY of
EDINA

- A Rezoning/Ordinance Amendment to revise the PUD-16, Planned Unit Development District to establish a new Overall Development Plan and Site Plan review for Phase I.

Planning & Zoning Discretion Pyramid



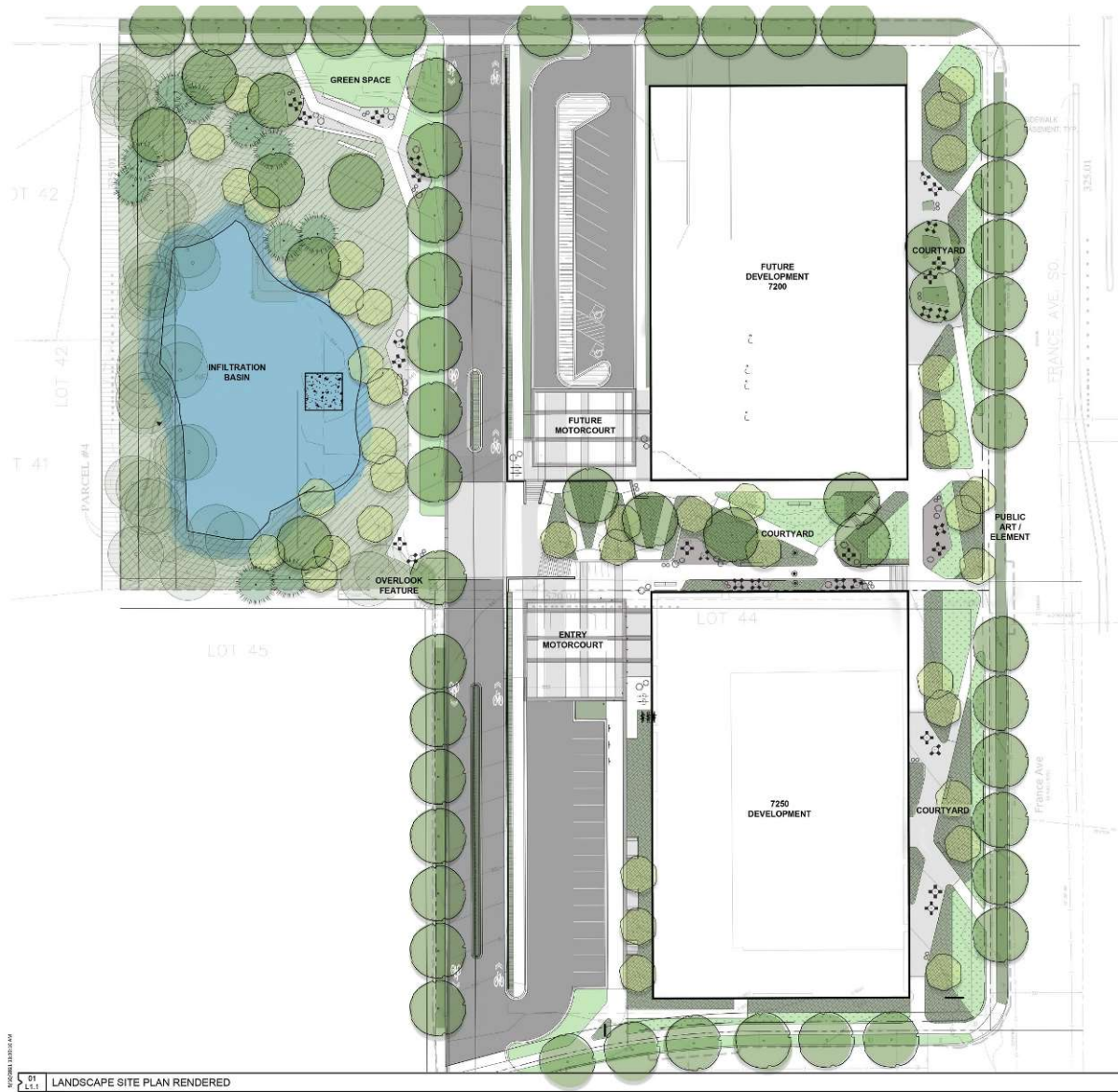
The CITY of
EDINA



Review of the Site Plan



The CITY of
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The CITY of
EDINA

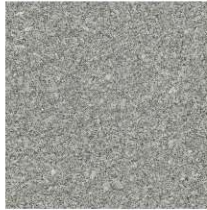
LEVEL 1 MATERIALS



HYBRID WINDOW
WALL - SSG SYSTEM



ARCHITECTURAL
PRECAST - COLOR 1



STONE BASE



METAL PANEL - COLOR 1



METAL PANEL - COLOR 2

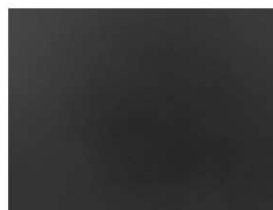
LEVELS 2-5 MATERIALS



HYBRID WINDOW
WALL - SSG SYSTEM



ARCHITECTURAL BRICK



METAL PANEL - COLOR 1

ROOF MATERIALS



FLAT LOCK ZINC PANEL

7200 & 7250
FRANCE AVE
7200 & 7250 - FRANCE AVE, URBAN,
VINNIE

esc
ARCHITECTURE & DESIGN

300 West 10th Street, Suite 100
Minneapolis, MN 55401
612.338.1000 | 612.338.1001
www.escmn.com

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NA

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CONSTRUCTION

P.U.D.
SUBMISSION
8/12/2022

ONE VALUATION
SUBMIT
REVISIONS
DATE: 8/12/2022

222.702
PROJECT NUMBER
ESC ESC
DRAWING DRAWING
DATE: 8/12/2022

7250 EXTERIOR
MATERIALS
A2.5



The CITY of EDINA

	City Standard (PUD-16) (Measured to the curb)	POD District (Measured to the curb)	Proposed (Measured to the curb)
Front – 72 nd Street	35 feet	30 feet	30 feet
Front – France Ave.	39 feet	50 feet	50 feet
Front – Gallagher Drive	20 feet	30 feet	25 feet*
Side – West (north half)	90 feet	20 feet	150 feet
Side – West (south half)	45 feet	20 feet	90 feet
Building Height	6 stories and 67 feet	4 stories and 48 feet	5-6 stories and 84 feet*
Floor Area Ratio (FAR)	1.8	.50	1.0*
Building Coverage		.30	.31*
Parking		Office/retail – 456 spaces Housing – 150 spaces Total – <u>606 spaces</u>	468 spaces*

Primary Issue



The CITY of
EDINA

- Are the proposed changes to the approved Overall Development Plan reasonable to justify amending the PUD rezoning for this site?

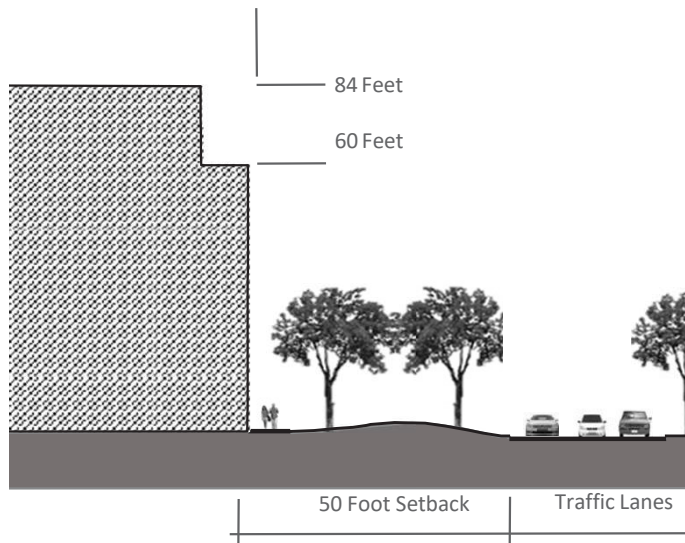
Yes. Staff does support the revised PUD, for the following reasons:

- I. While the plans are more flawed than the previously approved plans, they still do generally address the Greater Southdale District Design Experience Guidelines. Highlights continue to include: The division of the property into smaller blocks and the provision of pedestrian, bicycle and vehicle access and connections through the site both east-west and north-south; increasing the public realm on the site; eliminating most of the surface parking stalls, with none being visible from France Avenue in the Phase 2 build out. The street typology that requires buildings step in 10 feet above 60 feet in height shall be made a condition of approval. Affordable housing should be required within the future apartment project as well as public art located along France Avenue. They will be seeking a LEED certified building in Phase I.



The CITY of
EDINA

Dimensional Characteristics of Street Room Typology 2 *Cornelia Overlay at France Avenue*





The CITY of
EDINA

Primary Issue

- Are the proposed changes to the approved Overall Development Plan reasonable to justify amending the PUD rezoning for this site?
 - 2. The project would meet the following goals of the Comprehensive Plan:
 - Encourage structured parking and open space linkages where feasible; emphasize the enhancement of the pedestrian environment.
 - Locate and orient vehicle parking, vehicular access, service areas and utilities to minimize their visual impact on the property and on adjacent/surrounding properties, without compromising the safety and attractiveness of adjacent streets, parks, and open spaces.
 - Provide sidewalks along primary streets and connections to adjacent neighborhoods along secondary streets or walkways.
 - Limit driveway access from primary streets while encouraging access from secondary streets.
 - Provision of the north-south public vehicle, bike and pedestrian connection through the site.
 - Increase mixed-use development where supported by adequate infrastructure to minimize traffic congestion, support transit, and diversify the tax base.
 - Support the development of mixed-use districts that provide a variety of living opportunities within a walkable and livable area.
 - Recognize and support commercial, office, and industrial job centers that draw workers from the city and across the region.

Primary Issue



The CITY of
EDINA

- Are the proposed changes to the approved Overall Development Plan reasonable to justify amending the PUD rezoning for this site?

3. The proposal meets the City's criteria for PUD zoning. In summary the PUD zoning would:

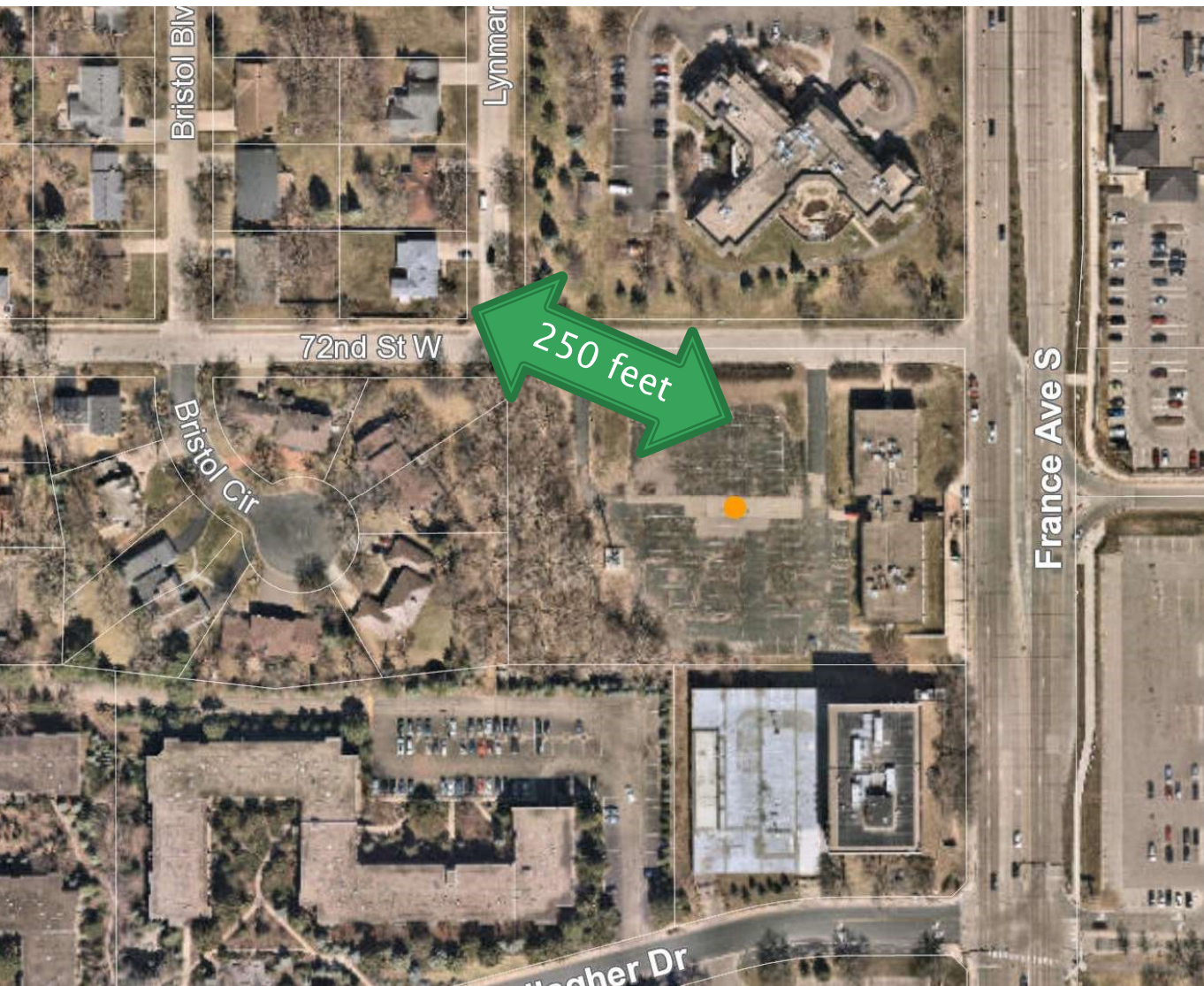
- Create a more pedestrian-friendly development with the construction of improved sidewalks and connections to the Promenade. The project would bring vibrancy to the area.
- The building would be of high-quality architectural brick, metal, stone, and glass.
- Ensure that the buildings proposed in Phase 1 would be the only buildings built on the site unless an amendment to the PUD is approved by City Council. Phase 2 would be required to be multi-family residential with some retail commercial as long as there is adequate parking on the site for all phases.
- Project would add to the City's affordable housing stock by providing 10% of the units in Phase 2 for affordable housing.
- Provide for a more creative site design, consistent with goals and policies in the Comprehensive Plan.
- Meet the City's sustainability policy, including seeking a LEED certified building in Phase 1.
- Provide 19% of the site for public use.

Primary Issue



The CITY of
EDINA

- Are the proposed changes to the approved Overall Development Plan reasonable to justify amending the PUD rezoning for this site?
 4. The provision of public space still makes up 19% of the site for the interior public sidewalks, driveways, bike space and public realm. If the public space in front of the building on France, Gallagher and 72nd street was included it would make up 38% of the site. (See attached public realm graphic.)
 5. The proposed height is justified. While the proposed buildings would be taller than the previously approved project it would still meet the required setback of buildings 5-6 feet tall to R-I property. Edina City Code requires that buildings 5-6 stories tall be setback two times the height of the building from the property line of single-family homes. The building height is 84 feet; therefore a 168-foot setback is required. The distance as proposed would be 255 feet.
 6. The existing roadways and proposed parking would support the project. Stantec conducted a traffic and parking impact study and concluded that the proposed development could be supported by the existing roads and proposed parking.



The CITY of
EDINA

Better Together Edina



The CITY of
EDINA

Staff & Planning Commission Recommendation



The CITY of
EDINA



- [illegible]

CITY OF EDINA SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC NOTES.

SITE PLAN LEGEND

	LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
	HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
	CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (P/ID OR W/AL) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE



Recommendation

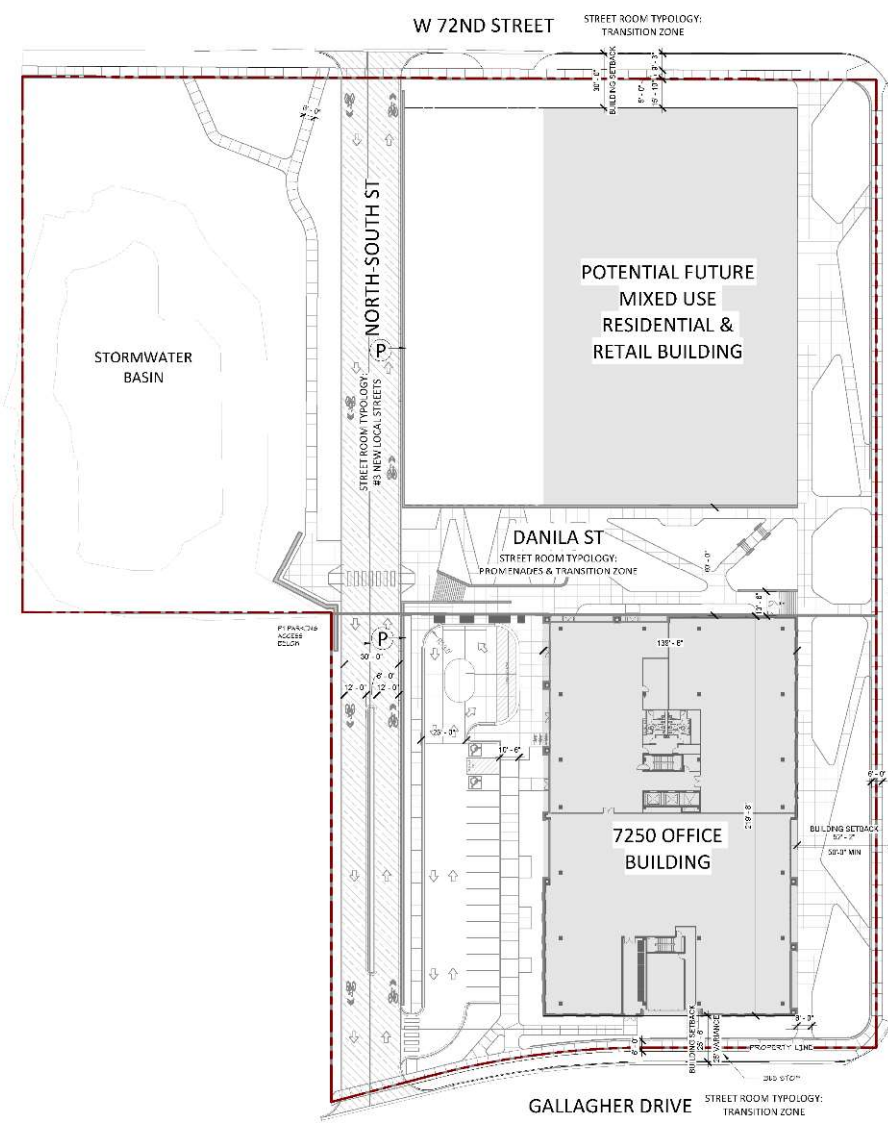


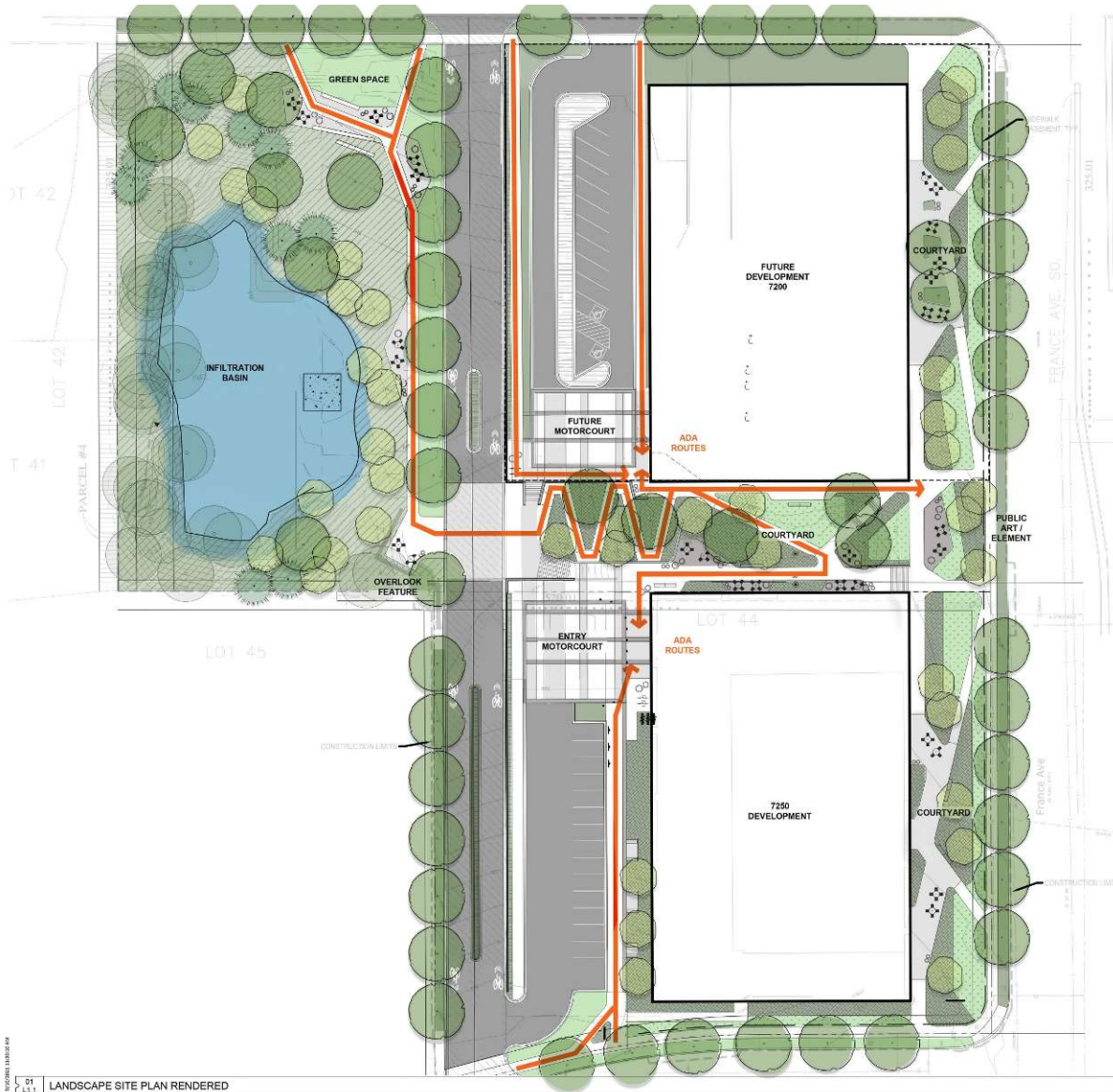
The CITY of
EDINA

Close the public hearing at noon on September 26 and continue action to the October 6 City Council meeting.



The CITY of
EDINA





The CITY of
EDINA



escg

 **ORION**
INVESTMENTS

P.U.D. SUBMISSION
7200 & 7250 FRANCE
EDINA, MN

- A. SITE CONTEXT
- B. PROJECT OVERVIEW + GUIDELINES
- C. SITE PLANS + PHASING
- D. SITE FORCES + IMPROVEMENTS
- E. CONCEPTUAL RENDERINGS + VISUALS

PROJECT DATES

MARCH 8, 2022	COMMUNITY & NEIGHBORHOOD INPUT MEETING
APRIL 13, 2022	PLANNING COMMISSION - SKETCH PLAN PRESENTATION
APRIL 19, 2022	CITY COUNCIL - SKETCH PLAN PRESENTATION
JULY 21, 2022	COMMUNITY & NEIGHBORHOOD INPUT MEETING
SEPT 14, 2022	PLANNING COMMISSION - P.U.D. HEARING & PRESENTATION
SEPT 20, 2022	CITY COUNCIL - P.U.D. PRESENTATION
OCT 6, 2022	CITY COUNCIL FINAL ACTION (IF NEEDED)











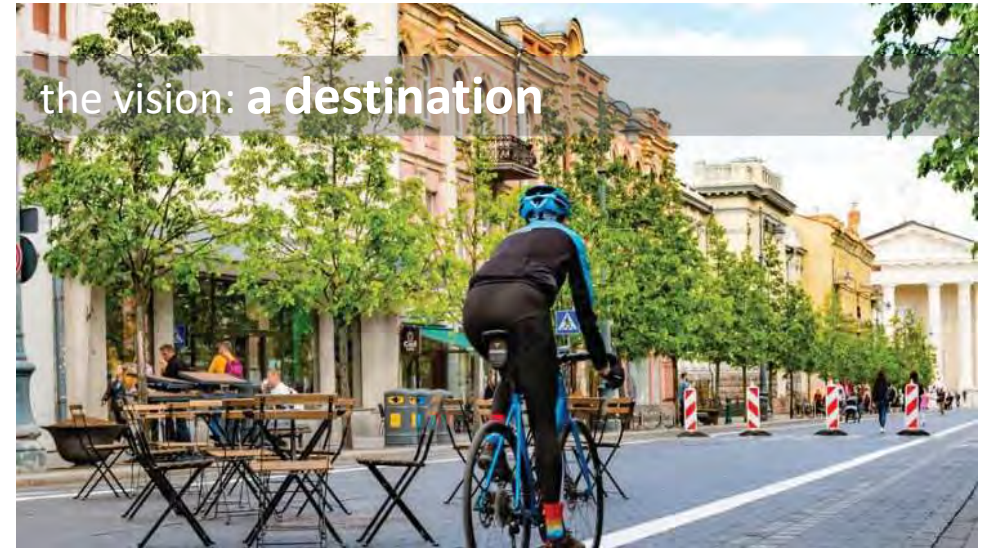
PROJECT OVERVIEW:

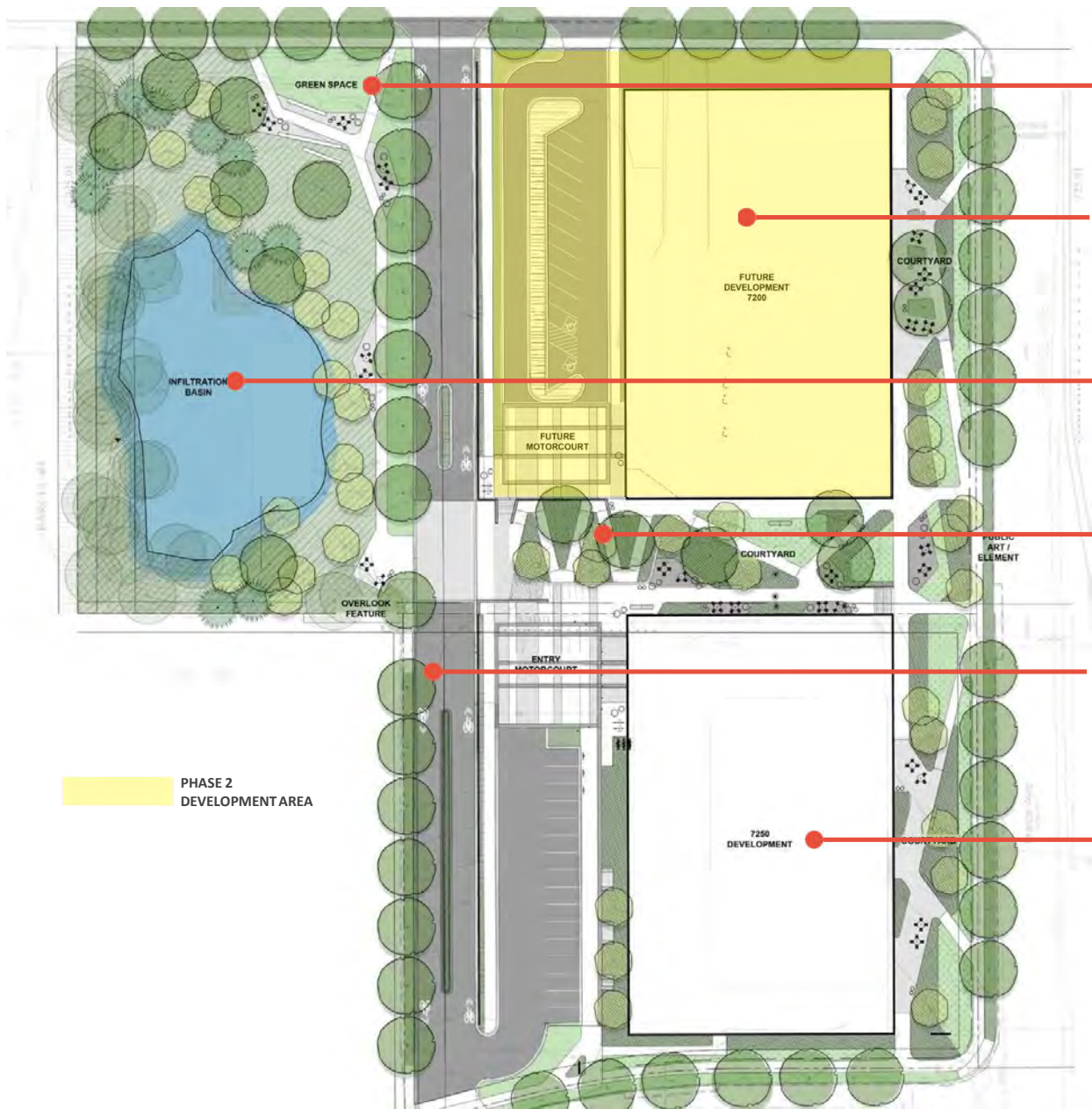
The team envisions this site as an opportunity to create an iconic development along the France corridor that will be a catalyst for growth.

- Project Team includes Orion Investments, ESG, and others to advance the development, entitlement and design of our redevelopment concept
- The Greater Southdale District Plan and District Design Experience Guidelines serve as the main planning and design criteria for this development.

PROJECT PRINCIPLES:

- Consistent with the City of Edina's vision to create a street grid system
- Excavate site to create two levels of parking below newly-established grade. Upon completion, **94%** of the parking will be below grade.
- Stormwater retention pond and rain garden included to manage local rainfall on site and provide public amenity when not active.
- 500+ jobs created.
- Environmental remediation of site.
- Bicycle and pedestrian connectivity to neighboring infrastructure.
- Sustainability // LEED Certified.





ACCESSIBLE SCENIC WALKWAY AND GREEN SPACE

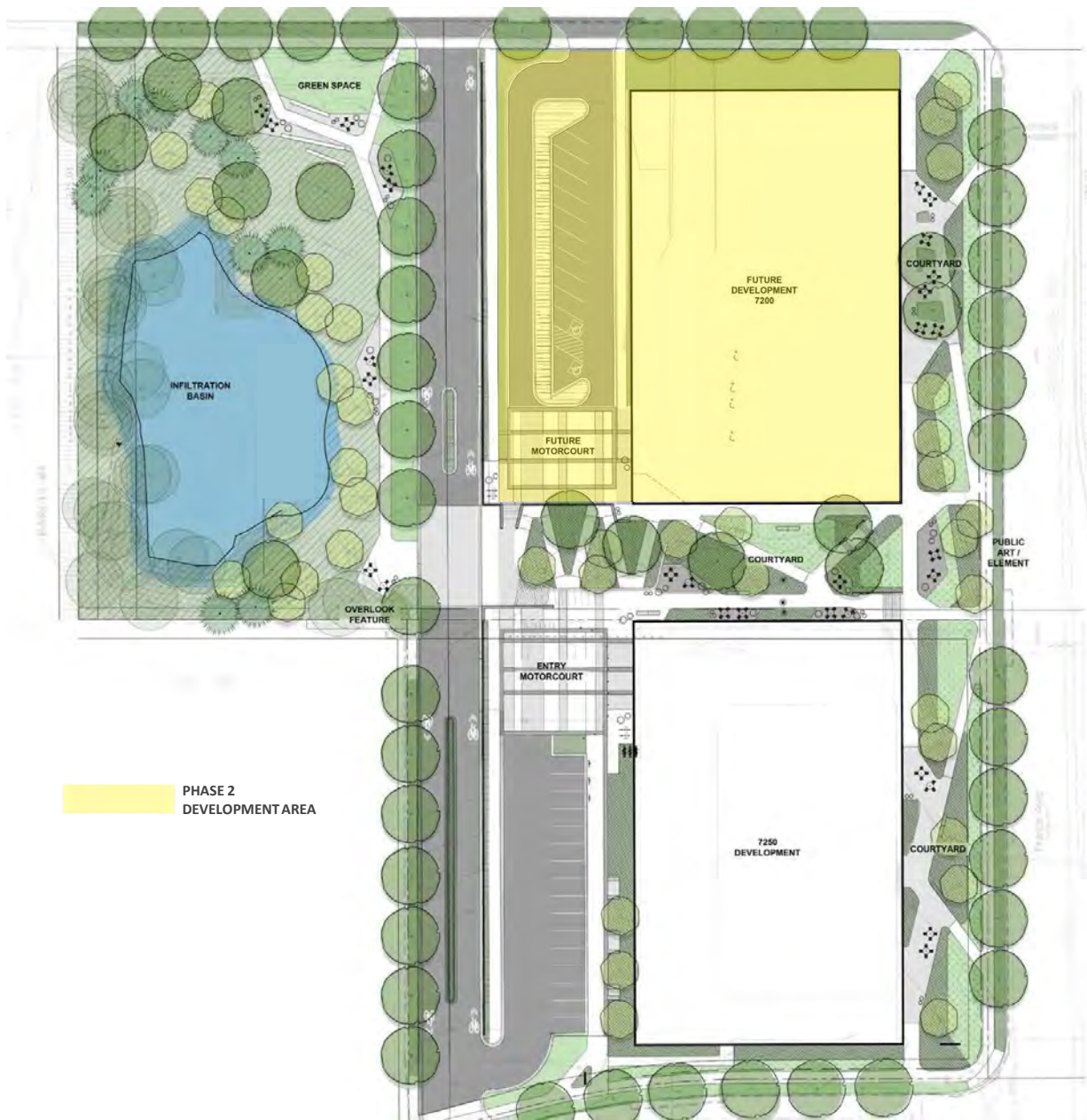
TEMPORARY GREENSPACE (PHASE 1A) OR INTERIM PARKING (PHASE 1B); FUTURE BUILDING SITE (PHASE 2)
 - POTENTIALLY 124,620 GFA
 - 83 TEMPORARY PARKING STALLS (PHASE 1B)

STORMWATER RETENTION BASIN

DANILA PLAZA - PEDESTRIAN WALKWAY
 - EXTENSION OF BUILDING AMENITY SPACE
 ~ 12,110 SF

DEDICATED BIKE AND PEDESTRIAN PATH RUNS PARALLEL TO NORTH-SOUTH STREET, CONNECTING 72ND STREET AND GALLAGHER AVE

7250 OFFICE BUILDING
 ~124,620 GROSS FLOOR AREA
 -234 COMMERCIAL PARKING STALLS
 -94% OF PARKING IS BELOW GRADE, ACCESS IS OFF OF THE NORTH-SOUTH STREET



SITE PLAN:

- Site design creates attractive public amenities for the surrounding community
- France Ave setback becomes pedestrian corridor with landscaped paths, treescapes, and seating areas
- Stormwater retention basin nature area with landscaped paths and overlooks on west side of site
- Introduction of Danila Plaza to create a pedestrian-only corridor connected by ADA-compliant ramps and paths throughout entirety of site; can be utilized for accessible pedestrian access to on-site businesses during the day and then utilized for community events in the evening
- Human-scaled, comfortable pedestrian experience as well as improved bike access to connect to nearby bike path infrastructure
- Native and low maintenance plantings at stormwater retention pond
- Eliminate 2 curb cuts on France Ave





PHASE 1A:

- **Office Building on SE corner**
- All public amenities and infrastructure completed in Phase 1.
- **15** Surface parking stalls on parcel; **219** below-grade parking stalls across two parking levels to achieve **94%** below-grade parking.
- Planted setbacks and hardscape paths with seating off of 72nd and France improve pedestrian experience
- Primary Building entry points are along internal streets
- Phase 1 includes stormwater basin nature area as well as Danila Plaza and new internal north-south street



PHASE 1B:

- Office Building on SE corner
- **IF NEEDED: 115** temporary parking stalls on NE portion of lot



PHASE 2:

- Potential Mixed Use Building on NE corner
- Multi-family // Hospitality // Retail Mix
- Approximately 150 Units.
- Majority enclosed parking.

SUSTAINABLE DESIGN

BROWNFIELD DEVELOPMENT

- Transforming an existing parking lot
- Dramatically improving the physical environment

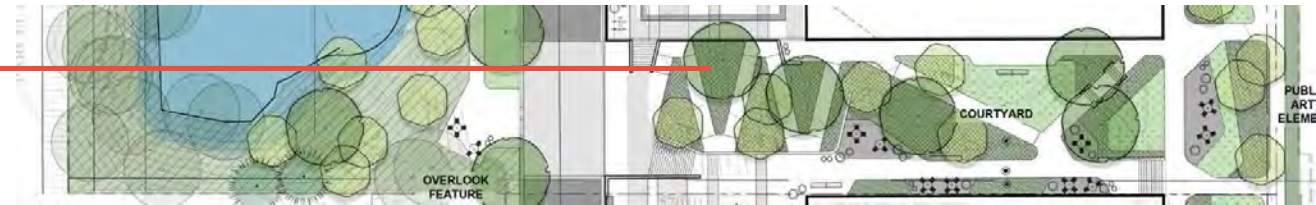
ADDING DENSITY WITH STRONG PUBLIC REALM

- Density supporting current and future transit
- Best Land Use Practices
- Promotes multiple transportation options



PUBLIC GREEN SPACE

- Supports healthy outdoor human activity
- Strong urban tree canopy throughout the site



STORMWATER

- Improvement from existing surface asphalt conditions
- Holding capacity for large precipitation events
- Improved quality prior to returning to groundwater



NATIVE LANDSCAPING

- Supporting the natural ecosystem

ELECTRIC VEHICLE CHARGING & CAR SHARING

SOLAR READY

ORGANICS RECYCLING

HEALTH & WELLNESS IN BUILDING DESIGN





10 AM - DECEMBER 21



12 PM - DECEMBER 21



3 PM - DECEMBER 21



10 AM - MARCH / SEPTEMBER 21



12 PM - MARCH / SEPTEMBER 21



3 PM - MARCH / SEPTEMBER 21



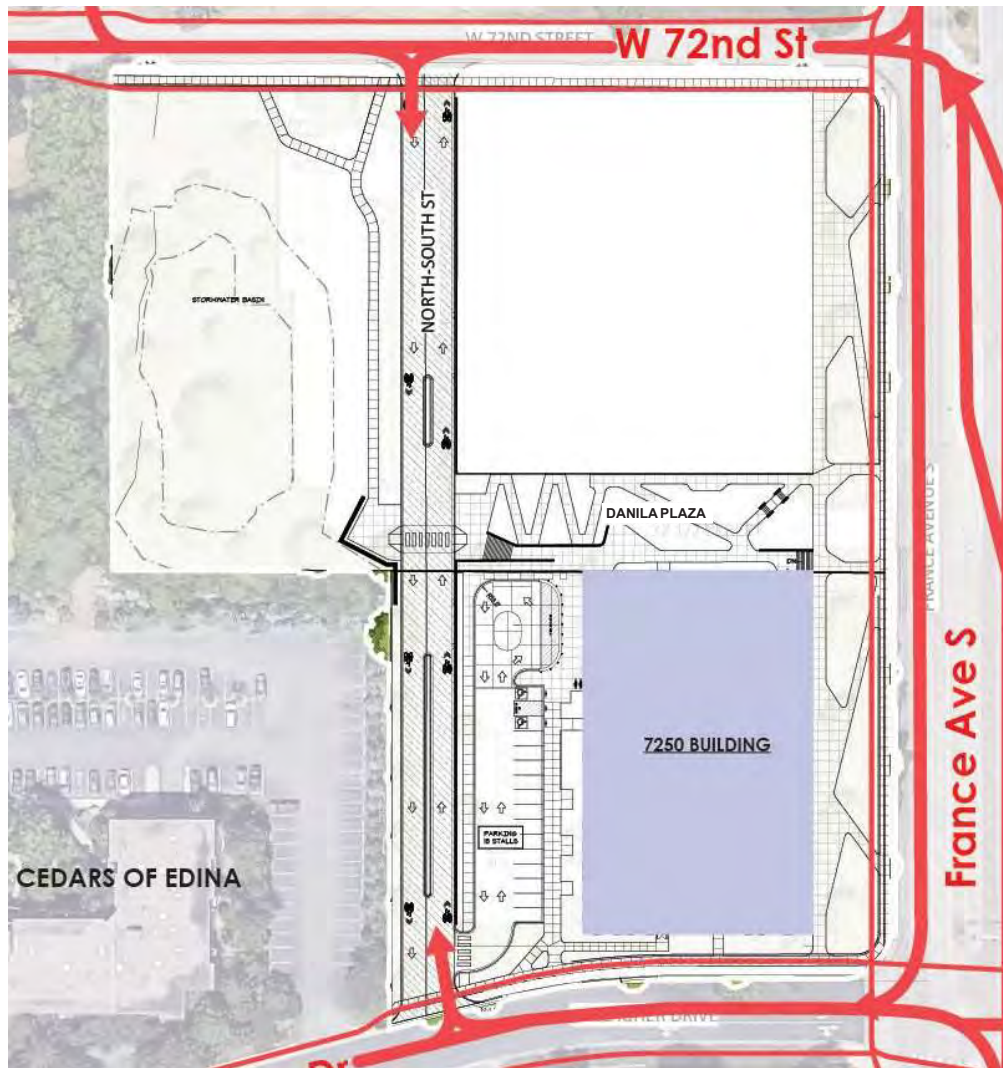
10 AM - JUNE 21



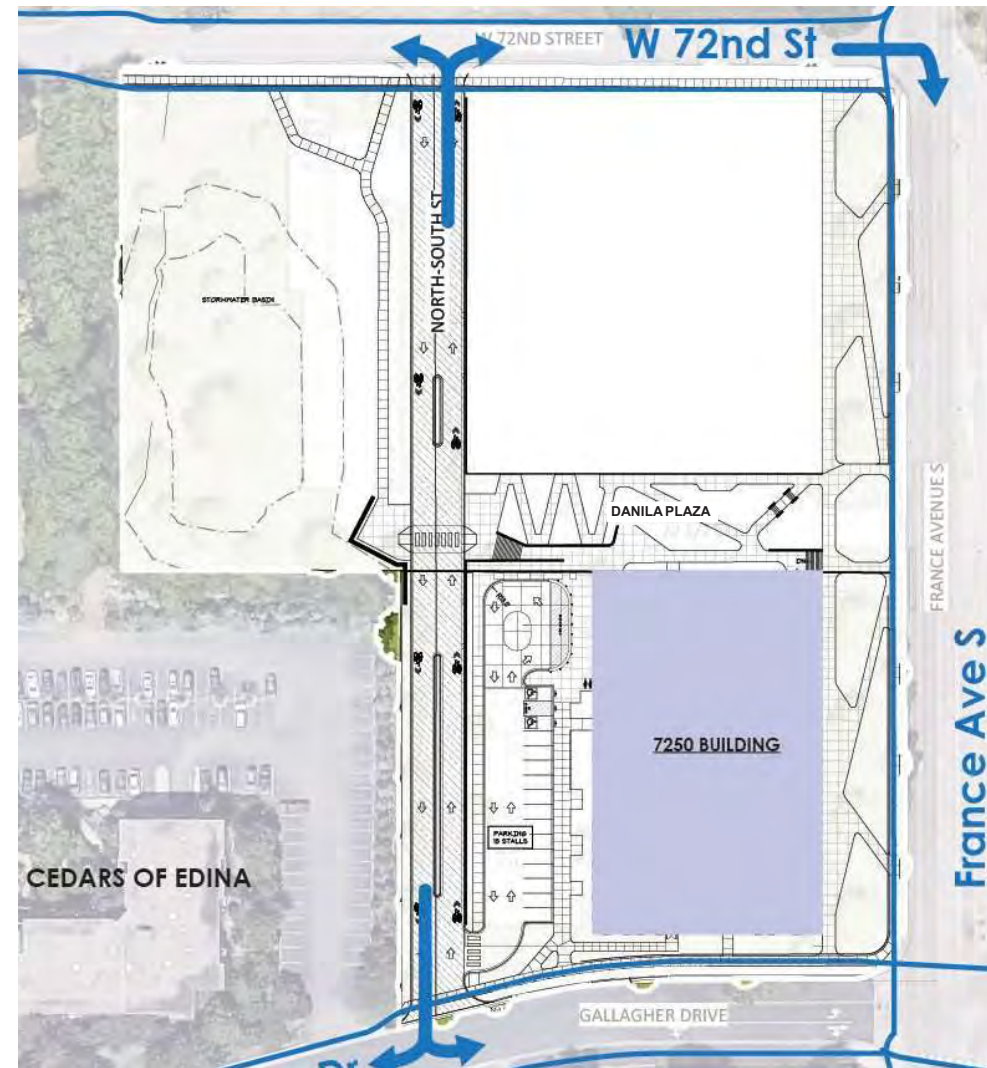
12 PM - JUNE 21



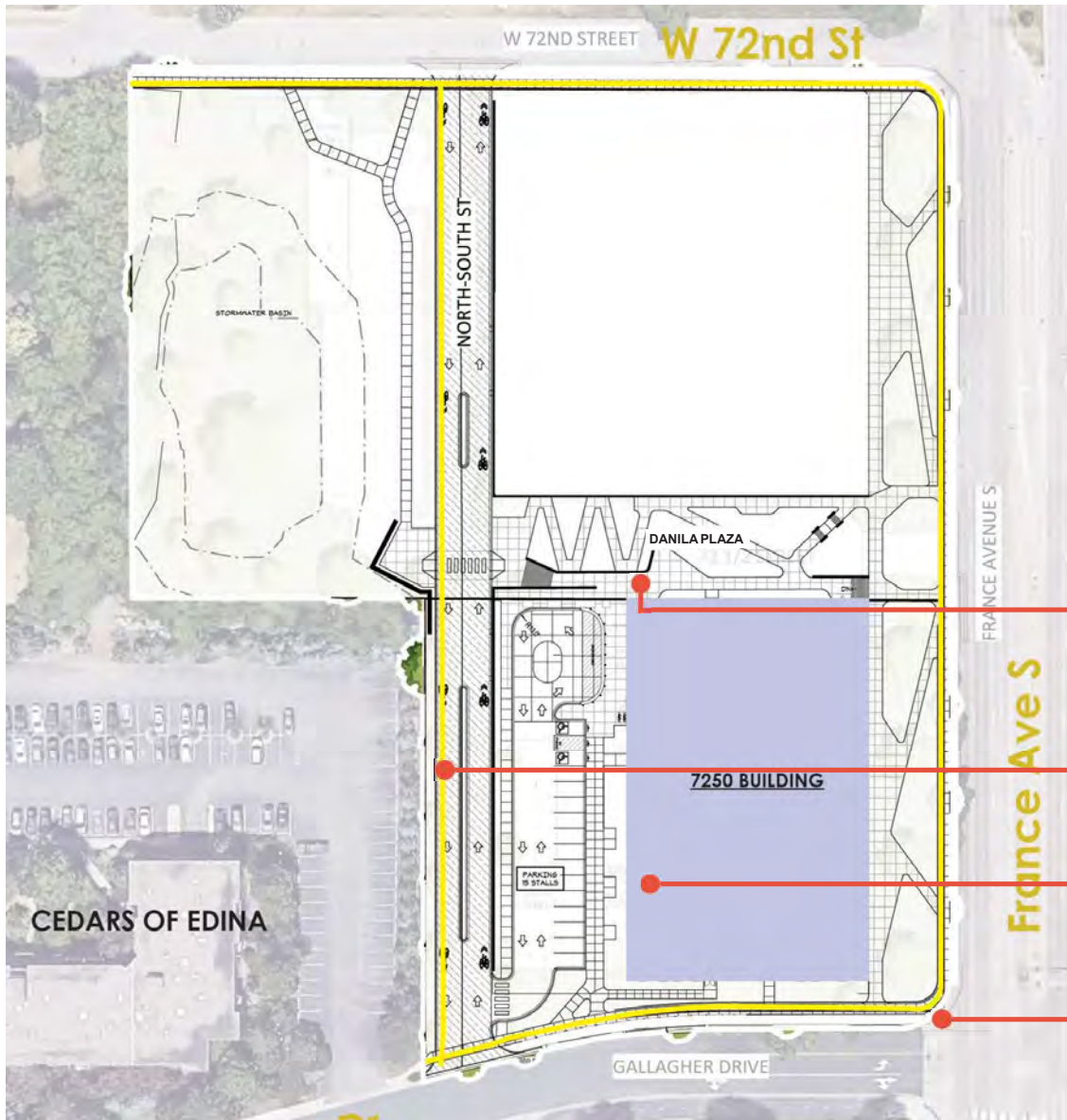
3 PM - JUNE 21



SITE ENTRANCE



SITE EGRESS

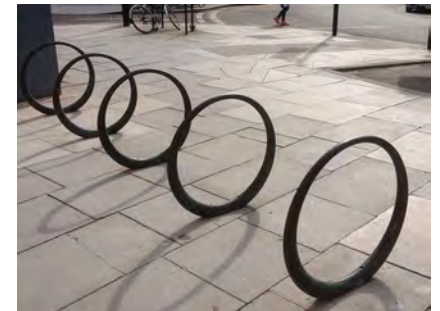


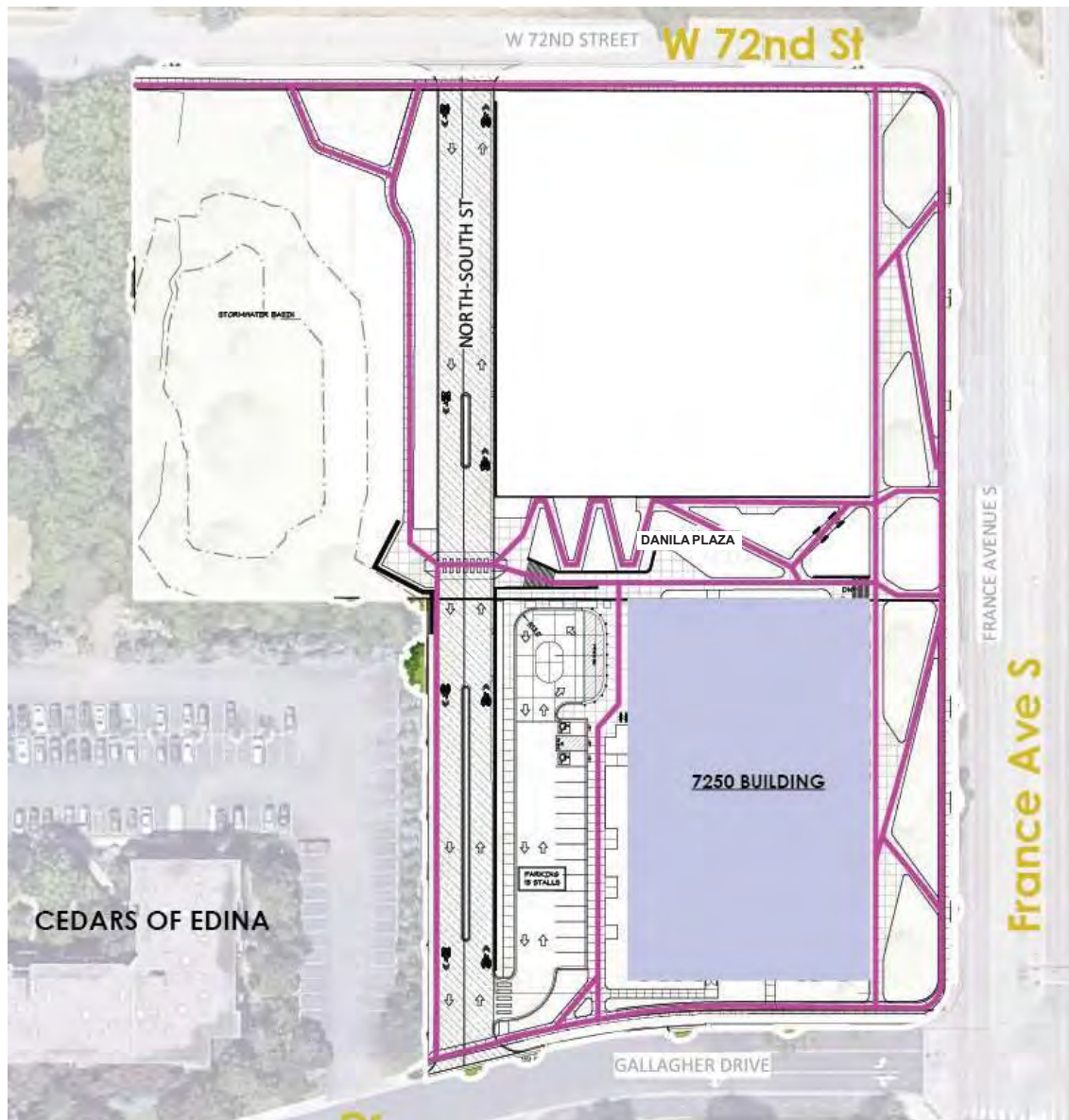
DANILA PLAZA - 6 BICYCLE
PARKING STALLS

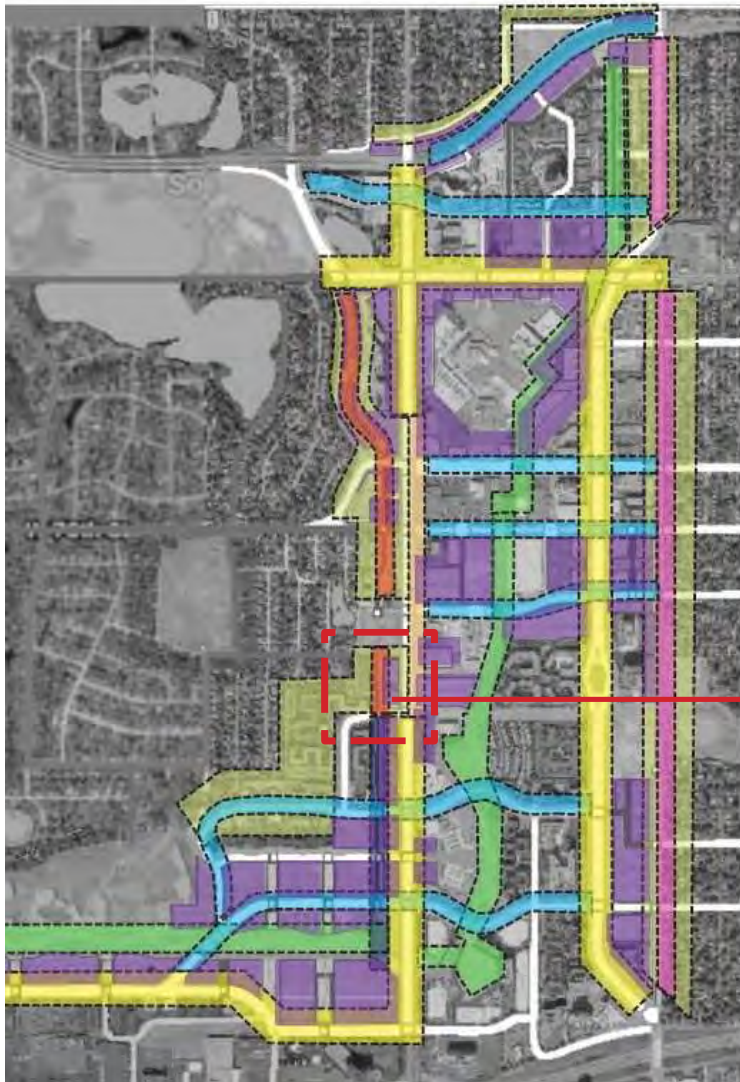
DEDICATED BIKE PATH
PARALLEL TO NORTH-SOUTH
STREET

7250 BUILDING - 24 BICYCLE
PARKING STALLS

ACCESS AND CONNECTION
TO NINE MILE CREEK
REGIONAL TRAIL







- Transition Zones
- 1A West Promenade
- 1B West Promenade (South)
- 1C East Promenade
- 2 Cornelia Overlay
- 3 New Local Streets
- 4 Primary East-West Streets
- 5 Boulevards
- 6 Central Promenade Spine

SITE:
7200 & 7250

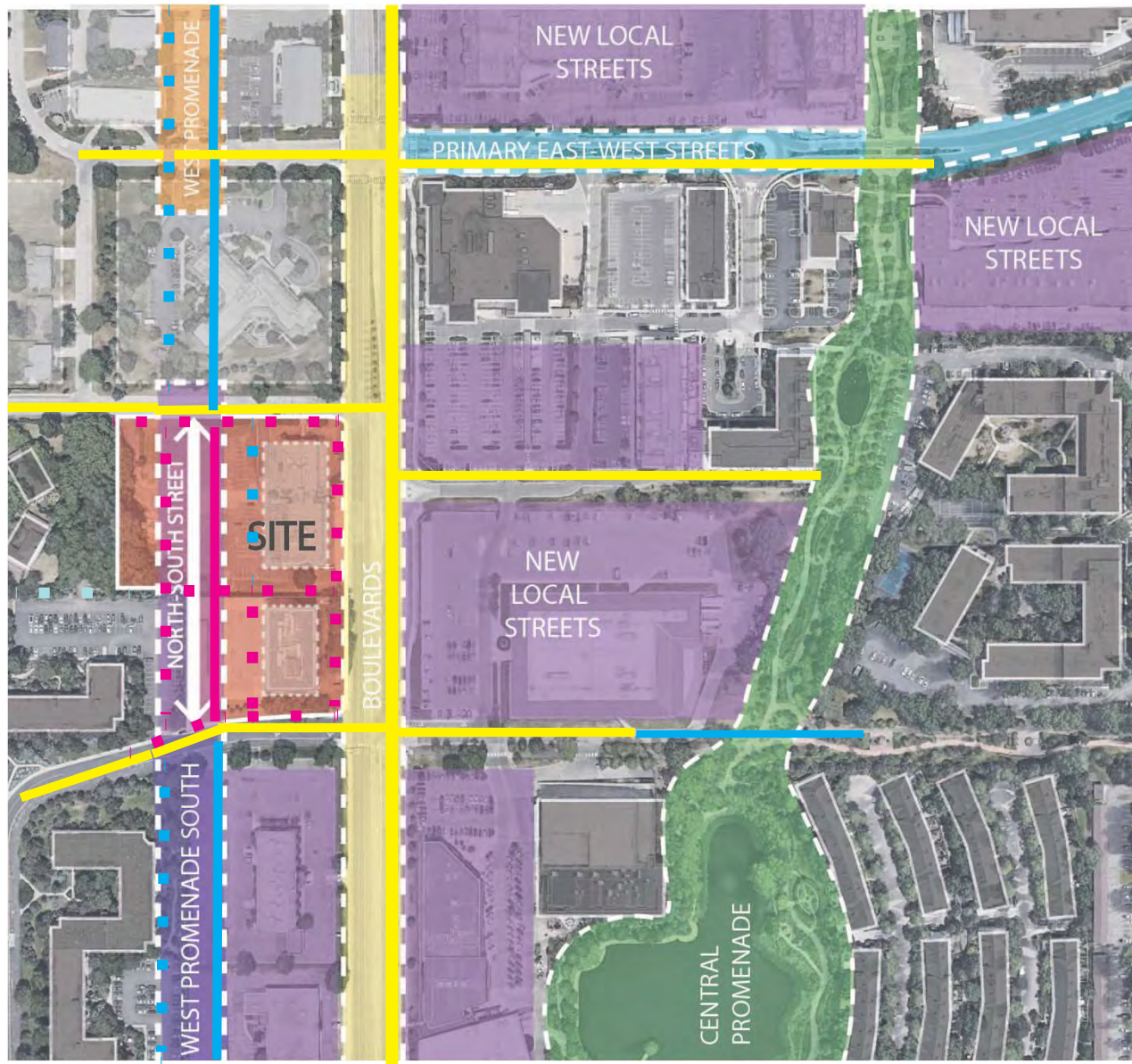
APPLICABLE STREET ROOM TYPOLOGIES:

STREET ROOM TYPOLOGY 1A:
WEST PROMENADE / TRANSITION TO CORNELIA
NEIGHBORHOOD

STREET ROOM TYPOLOGY:
TRANSITION ZONE

STREET ROOM TYPOLOGY 3:
NEW LOCAL STREETS

SOUTHDALE DESIGN GUIDELINES DISTRICTS



- EXISTING STREET GRID
- CURRENTLY PROPOSED STREET GRID
- POTENTIAL FUTURE STREET
- - - PROPOSED PEDESTRIAN CONNECTIONS
- - - POTENTIAL FUTURE PEDESTRIAN CONNECTION

NINE THINGS TO REMEMBER:

1. Every new development begins with the 200' x 200' block, or some variation based on context.

The existing property has been broken down into three smaller blocks by new internal streets. The arrangement of blocks will provide a density appropriate for a transitional area in proximity to residential areas, while providing a mixed-use environment with walkable streetscapes and attractive greenspaces.

2. Every block or building in a development will need streets to connect between buildings. Not all of these streets will need to accommodate vehicles, providing the opportunity for parks, plazas or courtyards—important parts of the public realm.

Danila Plaza is proposed as a pedestrian-only internal street within the redevelopment. This redevelopment creates small blocks with pleasantly-arranged urban public and private spaces while enhancing connections within the broader district. Danila Plaza extends beyond the North-South street to provide additional access to the greenspace amenity surrounding new stormwater basin along the west side of the site.

3. Buildings will not be greater than 200 feet in length, thereby minimizing the negative impact continuous walls can have on a comfortable pedestrian experience.

Buildings designed for 7200 and 7250 will comply with the intent of the 200 ft maximum requirement. Given the importance of providing enclosed parking within the district, the project proposes enclosed parking at both buildings. The proposed building at 7250 is 140 feet wide and 7200 is intended to be of similar massing. In order to maximize efficiency of the floor plan and to keep the parking podium at 7250 below grade, the length of the building is roughly 220 feet. This length is interrupted by a 90 degree jog in the floor plate at the building's mid point to break up the expression of the elevation. The footprints of the upper levels of office are about 134 feet by 218 feet to allow for a floorplate of approximately 29,100 SF.

Careful attention and thought have been paid to the step-backs, footprint, and orientation of the 7250 building. Placing the buildings along the east side of the development assures that building shadows won't negatively impact the neighboring residential properties.

The building massing has been developed in close coordination with the Southdale street typology guidance to ensure that setbacks of building bulk meet the intent of this pedestrian-focused document. A mixture of material, architectural detailing highlighting entry locations, and transparency through glazing will be leveraged to break down the opaqueness of the buildings at the pedestrian level.

4. All streets are not equal. The plan outlines a hierarchy that is driven by the kind of experiences that are expected on these streets and how they facilitate an enlivened public realm.

France Avenue is a major street artery that lines the site to the east. Access to the project is primarily from 72nd Street and Gallagher Drive via a new internal North-South Street. Additionally, a new East-West pedestrian-only street (Danila) provides an accessible means of accessing both blocks at the mid-point of the site. This pedestrian walkway will be a highly landscaped, walkable, sustainably focused site feature that provides pedestrian scale entry elements to each of the mixed-use portions of the project as well as a flexible indoor / outdoor spaces in various places for seasonal programming. Refer to the typology diagrams throughout this document and other illustrations that depict this hierarchy and the experience of each street typology.



NINE THINGS TO REMEMBER:

5. Designated transition zones are about maintaining the quality of life in these areas without restricting growth in other parts of the district.

Transition zones are critical to neighborhood building, especially when transforming a suburban environment to an urban environment over time with phased development projects. The creation of the dedicated pedestrian street and greenspace surrounding the stormwater basin within this project will create a graceful transition from the residential neighborhoods located to the west, to the commercial areas located east of France. By introducing a new local street grid via the new internal North-South street, this development may catalyze future growth to the north and south of the site by extending street in these directions.

6. Promenades and East-West Streets are the bridge between single family neighborhoods, such as the Cornelia neighborhood of Edina and the west side of Richfield, to more intense parts of the district.

A dedicated pedestrian east-west link (Danila Plaza) from France Avenue to the new natural area will be provided. The master plan provides a positive pedestrian experience throughout the site, connecting pedestrian movement to green space, the pedestrian plaza, and providing a clear pedestrian hierarchy to movement in and around the site. The project provides the beginning of a strong neighborhood pedestrian circulation network that connects to existing and future development in all directions.

7. Street Rooms will intersect and overlap each other in many circumstances. At these intersections, lower building heights should prevail, giving the smaller scaled building precedence over larger scale buildings.

The pedestrian street (Danila Plaza) is strategically located to provide a connector between all 3 sectors of the site, and ultimately acts as a large street room gathering place for neighbors, tenants, and visitors. This area will be the gathering focal point for the many pedestrian connections, acting as a collector to bring people together.

8. Within the first 60 vertical feet of a building, primary materials systems that are more traditional like brick, stone, glass wall systems are preferred. Above 60 feet, other materials such as metal wall systems within a larger curtainwall system, can be introduced. These baseline parameters should not be a deterrent to architectural innovation but rather are intended to serve as a measure of quality and continuity throughout the district.

The primary exterior materials proposed for the 7250 building are architectural precast with stone texture and glass at the ground level. The upper levels are clad in glass, architectural brick, and metal panel accents.

9. Transparency at the ground level facing the public realm is key to the individual experience and is a catalyst for how to activate and maintain a community-based approach to daily life and experience.

At the pedestrian level along France Avenue, the commercial space is articulated by bays of glass book-ended with stone-look architectural precast panels. Full height glazing within these bays allow unobstructed views of activity within the building and define points of entry. The primary entry and lobby will be located on the north end of the west facade adjacent to a limited amount of convenience surface parking and awning offering protection from inclement weather. This lobby also provides access to the shared elevators for the below grade parking and office as well as shared amenities for the office building such as conferencing, and a coffee/food kiosk.

ADA-accessible paths allow for pedestrians to move freely across the site to engage with all areas of the site including the public natural area surrounding the stormwater basin as well as the future building at 7200.

RELEVANT STREET ROOM TYPOLOGIES:

Street Room Typology 1: WEST PROMENADE / TRANSITION TO CORNELIA NEIGHBORHOOD

- On France Avenue, a 50-foot setback is required from curb to face of building with a building podium height of 60 feet. Above the 60-foot height limit, additional height should step back 10 feet from the face of the building, to a maximum height of 84 feet.

Building meets the required 50'-0" setback along France. Additionally, the building facade changes materiality at roughly 62 ft above street level and then steps back 37 ft at the north-east corner Level 5 Amenity deck. The building height to top of mechanical penthouse is 84'-0".

- On the east side of the West Promenade, building faces should not exceed 50' in height. Any height above that limit should step back 20 feet from the facade of the building.

The west building facade rises 48'-0" and then steps back 18'-6".

- All parking, other than short-term retail or guest parking, and building services need to be located below grade or hidden within the building. If on ground level or above, parking and/or building services must be surrounded on all sides by program space such as commercial or housing.

Proposed parking is enclosed within buildings with the exception small surface parking lot provided for enhanced pedestrian safety and ease of access.

Street Room Typology 3: NEW LOCAL STREETS

- On France Avenue, a 50-foot setback is required from curb to face of building with a minimum building height of 60 feet (diagram at left). Above that 60-foot height, the building face should step back two feet to create a cornice line and can then extend to 105 feet. Above 105 feet, building faces must step back an additional 10 feet (as illustrated in diagram at right, above.)

Building exceeds required 50'-0" setback along France. Additionally, the building facade changes materiality at roughly 62 ft above street level and then steps back 37 ft at the north-east corner Level 5 Amenity deck. The building height to top of mechanical penthouse is 84'-0".

- Building podiums along these streets need to maintain as closely as possible the 60-foot height limit while still adhering to the guidance of 75% of building face at the setback line to create the fundamental experience of the street room.

Building is located on or within 2'-0" of the setback line on France and Gallagher.

- All parking, other than short-term retail or guest parking, and building services need to be located below grade or hidden within the building. If on ground level or above, parking and/or building services must be surrounded on all sides by program space such as commercial or housing.

Parking is enclosed and primarily located below grade. Small surface lot near main entrance of 7250 provides ease of access.

- Parking and building services should not be accessed via these streets.

No additional curb cuts are proposed along France Avenue. No building access for vehicles or loading is proposed on France Avenue.

- Incorporate 10- to 12-foot wide sidewalks that create opportunities for gathering, outdoor cafes, pavilions, etc. **Sidewalks along France Avenue are ample at greater than 15 ft in overall width (7-8 ft each) as it is a double sidewalk proposal allowing for plaza space and outdoor seating. Pedestrian street Danila Plaza is 60'-0" wide and incorporates pedestrian paths, stairs and ADA-compliant ramps as well as a series of seating areas. Pedestrian path along west side of the North-South street provides seating areas and an overlook feature to enjoy the preserved natural area. For other sidewalk dimensions see diagram in this document.**

- Within the 50-foot setback, trees should be planted in a double row to add a strong canopy for pedestrian activity. **Trees are planted in double rows on France and 70th, see site plan for arrangement.**

THE PUBLIC REALM EXPERIENCE:

Connections

- The overall strategy is to connect intersections, incorporate street typologies, and incorporate green systems to add value to the experience of the district.
- The public realm is to be connected continuously north-south from Centennial Lakes, the Promenade, the Galleria, Southdale Center, Fairview Southdale, to Strachauer Park. All new development shall support that goal.
- The public realm should be connected east-west from Edinborough Park to Centennial Lakes, west of France to Pentagon Park and Fred Richards Park to Highway 100 on the west. This will set up future connections to districts to the west—such as 70th and Cahill—supporting an overall vision of a more connected and integrated Edina community.
- The district must be connected continuously east-west from the Cornelia neighborhood to Yorktown Park.
- New north-south promenades should be created on the west side of France and east side of Xerxes as part of the broader strategy to sensitively transition to single family residential neighborhoods.
- Expand Centennial Lakes Park to France Avenue... celebrate this important public amenity by making it more visible as a gateway into the district.
- Create a dynamic landscape that includes water, especially stormwater expressed as part of landscape, to create public amenity spaces.
- Streets within the superblocks, East and West Promenades, and extension of the Promenade north to Strachauer Park should be surfaced with pavers to promote a dominance of pedestrians and bikes over vehicles.
- New parks and plazas shall be either public or publicly-accessible, not private, in nature.
- Increase number of sidewalks, pathways, and smaller parks/gardens to better address mobility. Incorporate places to sit throughout the district.
- New trees should provide continuity of the street room experience with canopies that are consistent with the Street Room Typology to enhance the continuity of pedestrian experience.

The landscape and hardscape elements are woven through the site to create a human-scaled, enticing, yet comfortable pedestrian experience. Native plantings throughout the site create a low maintenance, attractive greenspace. Planting beds runs parallel with France Ave and act as both a buffer from the adjacent traffic and a functional means of managing on-site storm water. The native planting gardens also provide an educational opportunity to highlight the City of Edina's laudable goals for environmental stewardship. Landscaped areas with benches and public art elements create publicly accessible gathering areas while also serving to activate the building's street-facing façades.

The development team has paid close attention to how this site interfaces with the adjacent properties to the west by ensuring that building scale, landscaping and proposed uses respect the adjacent neighborhood. We've also incorporated multi-modal street grids designed to connect with existing and future bike, pedestrian, and vehicle infrastructure.

Intersections

- Street Room Typologies overlay each other, unifying the overall district experience through the recognition of unique conditions that evoke unique design responses based upon location.
- Street Room Typologies connect intersections throughout the district, linking experiences together from one neighborhood to the next.
- Street Room Typologies with lower façade heights take president over those with higher façade heights at these points of intersection.
- The architecture of a façade of one block making up an intersection should be conceived as part of all corners of the intersection.
- Crosswalks at intersections need to be an integral part of the public realm and continue the overall street room experience from one block to another.
- The hierarchy of intersections will change based on an evolving context and investment in the intersection experience.

The intersection of Gallagher & France is an important point of connection for vehicles, bikes, and pedestrians alike. A robust entry plaza with decorative paving, landscape and lighting will identify the building entry. A highly visible building corner at street level will encourage activity in around the building and act as a welcoming sign to the traffic moving by sharing the character of the development and activity within.

Street Room Form

- Building setbacks are to be considered as a part of the overall landscape and public amenities, and should be designed to create a continuous pedestrian experience along major corridors to support "pools of human activity."
- Every new development should connect all publicly-accessible spaces such as pocket parks, courtyards and plazas to the street room typology.

The site design provides the beginning of a strong neighborhood pedestrian circulation network that connects to existing and future development in all directions. We provide a safe and enhanced pedestrian and bike movement along France avenue separating and setting back the pedestrian from France moving the sidewalk closer to the building and buffering a lush green infrastructure landscape that will be both function and educational. Provided a human-scaled street grid by introducing Danila Plaza at the midpoint of the site: a pedestrian-only path with ADA-compliant ramps, stairs, benches and landscaping from France to the new North-South local street and to the new storm-water basin public nature area on the west side of the site.

- Along all major corridors, seventy five percent (75%) of face of building walls need to be at the setback line to support the creation of a 'street room.'
- All new building façades in the district must have seventy five percent (75%) transparency at the ground level.

Project aims to comply with this stipulation. Please see exterior elevations for this submittal. Design of building facades aim to strike a balance that adequately meets both Design Experience Guidelines and the City of Edina's Sustainable Building Policy.

- All building façades are prime (including parking) and must be designed accordingly. There is no back side of a building.

We have carefully considered all facades as active and human-scaled. Majority of parking is located below grade, with one small convenience surface lot on west side of building for improved accessibility and activation of primary entrance.

- All facades on the first vertical 60 feet of a building (above grade) shall use natural materials facing the public realm.

The building uses natural materials facing the public realm in this way. Please see exterior elevations for this submittal.

- Above 50-60 feet, glass, precast panels with brick/tile are the preferred material palette. Metal panel can be used as a secondary part of a wall system.

Please see exterior elevations for this submittal.

- No building façade can be longer than 200' without changing direction by a minimum of 90 degrees.
- The longest building facade is 220'; however, this elevation breaks at the approximate mid-point of block with an inset portion of the street-level facade. Please see site plans for this submittal.**

THE PUBLIC REALM EXPERIENCE:

Building Form

- Ground floors should have a minimum ceiling height of 20' for flexibility. This floor-to-floor height will allow the space to accommodate commercial, two floors of parking, or two-story townhouses.

First floor building height is 20 ft tall at 7250

- Above-grade parking structures should be designed with flat floorplates to allow for future conversion and lined with programmable public realm space to minimize the visual impact of car storage.

Parking is enclosed and primarily located below grade. Small surface lot near main entrance of 7250 provides ease of access.

- Within 50-60 feet of the ground, it is preferred that rooftops be programmed to accommodate residential or public user activities (e.g. a restaurant or terrace).

Rooftop located with 50-65 ft of the ground level are programmed to offer rooftop terraces and green spaces. On the street level, the pedestrian plaza (Danila) is designed to create flexibility for a variety of uses, including providing additional outdoor seating area for the office coffee kiosk and building amenity conferencing center.

- All development services, including rooftop mechanical systems, should be located within buildings and should not be visible from the public realm, or semi-private and private areas of the development. The exception are rooftop-mounted solar panels, which should be located on the highest point of the buildings.

The development has all rooftop mechanical systems planned as screened from the public realm, or semi-private and private areas. The tallest mechanical equipment (i.e. cooling tower) is located on top level and projects through roof in order to reduce overall building height.

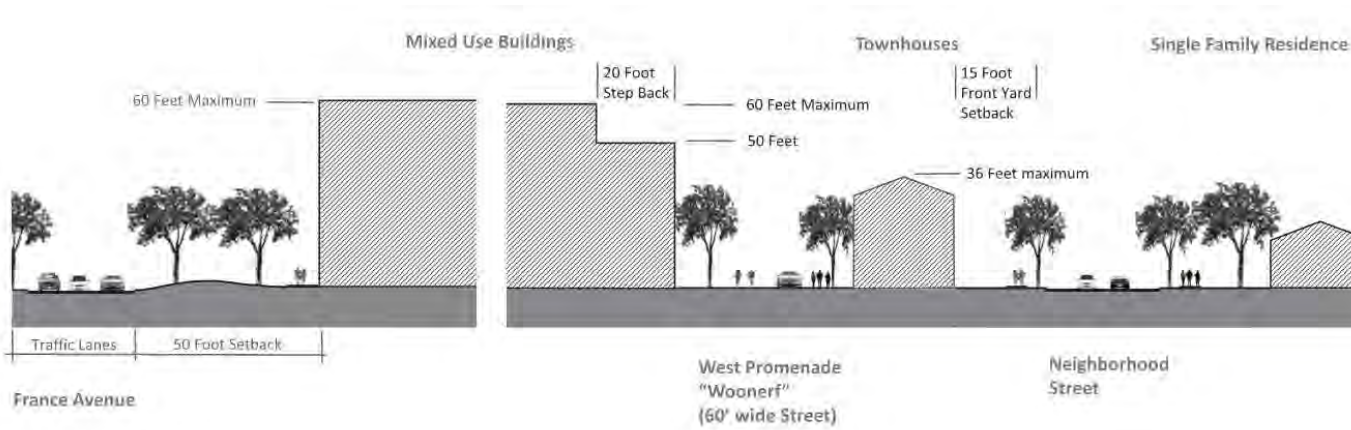
- Building footprints above 60 feet should be no greater than 12,000 SF for residential use and 24,000 SF for commercial space.

Our office floorplates vary from 21,745 - 26,200 GFA. These floorplate sizes are a result of careful planning around utility consumption, natural light entering space, creating connections within space, and maximizing efficiencies.

- Design buildings for flexibility and adaptability in the future, including use of structural systems that will allow a building's function to fundamentally change.

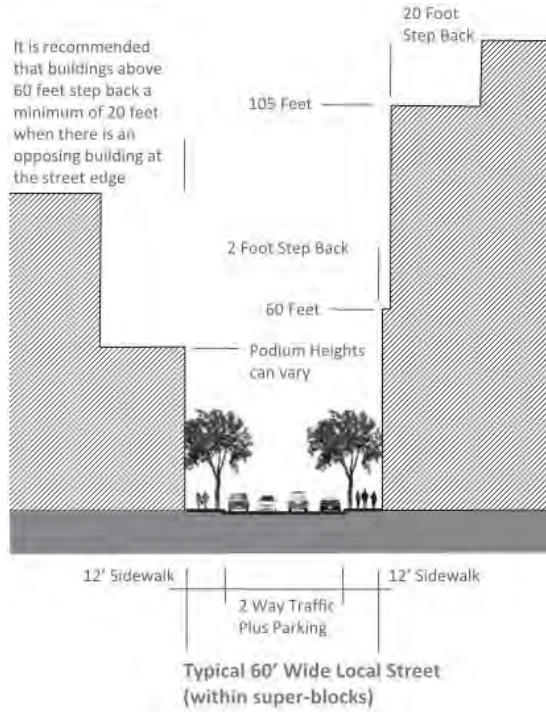
The development team has planned to accommodate a variety of users on the first floor, including but not limited to office, small commercial, and small retail. Allowing for future flexibility has been a cornerstone of our design ideas and is reflected in our structural bay sizing and construction type selection.





STREET ROOM TYPOLOGY 1A:
WEST PROMENADE / TRANSITION TO CORNELIA
NEIGHBORHOOD





STREET ROOM TYPOLOGY 3: NEW LOCAL STREETS



DRAWING SET (SUBMITTED AS SEPARATE DOCUMENT)

		08/12/22 - P.U.D.
DRAWING NUMBER	DRAWING NAME	
ARCHITECTURAL		
T1.1	TITLE SHEET	•
CIVIL		
C0.0	TITLE SHEET	•
C1.0	PH. 1 REMOVALS PLAN	•
C1.1	PH. 2 REMOVALS PLAN	•
C2.0	PH. 1 SITE PLAN	•
C2.0A	P1(A) SITE PLAN	•
C2.0B	P1(B) SITE PLAN	•
C2.1	PH. 2 SITE PLAN	•
C3.0A	PH. 1 (A) GRADING PLAN	•
C3.0B	PH. 1 (B) GRADING PLAN	•
C3.1	PH. 2 GRADING PLAN	•
C4.0A	PH. 1 (A) UTILITY PLAN	•
C4.0B	PH. 1(B) UTILITY PLAN	•
C4.1	PH. 2 UTILITY PLAN	•
C5.0	CIVIL DETAILS	•
C5.1	CIVIL DETAILS	•
C5.2	CIVIL DETAILS	•
SW1.0	SWPPP - EXISTING CONDITIONS	•
SW1.1	PH. 1 SWPPP - PROPOSED CONDITIONS	•
SW1.2	PH. 2 SWPPP - PROPOSED CONDITIONS	•
SW1.3	SWPPP - DETAILS	•
SW1.4	SWPPP - NARRATIVE	•
SW1.5	SWPPP - ATTACHMENTS	•
SW1.6	SWPPP - ATTACHMENTS	•
V1.0	SITE SURVEY	•
V1.1	SITE SURVEY	•
LANDSCAPE		
L1.1A	LANDSCAPE SITE PLAN - PHASE 1A	•
L1.1B	LANDSCAPE SITE PLAN - PHASE 1B	•
L1.2	LANDSCAPE SITE PLAN - PHASE 2	•
L1.3	LANDSCAPE SITE PLAN - ADA ROUTES	•
L2.0	LANDSCAPE PLANTING PLAN	•
ARCHITECTURAL		
A0.1	EXISTING SITE PHOTOS (7200 & 7250)	•
A0.2	SITE PLAN - DEMOLITION (7200 & 7250)	•
A0.3A	SITE PLAN - PHASE 1A	•
A0.3B	SITE PLAN - PHASE 1B (7200 & 7250)	•
A0.4	SITE PLAN - PHASE 2 (7200 & 7250)	•
A0.5	SITE SECTION DIAGRAMS - PHASE 1 (7200 & 7250)	•
A0.6	SITE SECTION DIAGRAMS - PHASE 2 (7200 & 7250)	•
A0.7	PHASE 1 AND 2 SITE RENDERINGS	•
A0.8	EXTERIOR RENDERINGS (7200 & 7250)	•
A0.9	EXTERIOR RENDERINGS (7200 & 7250)	•
A0.10	EXTERIOR RENDERINGS (7200 & 7250)	•
A1.1	7250 FLOOR PLANS	•
A1.2	7250 FLOOR PLANS	•
A1.3	7250 FLOOR PLANS	•
A1.4	7250 FLOOR PLANS	•
A2.1	7250 EXTERIOR ELEVATION	•
A2.2	7250 EXTERIOR ELEVATION	•
A2.3	7250 EXTERIOR ELEVATION	•
A2.4	7250 EXTERIOR ELEVATION	•
A2.5	7250 EXTERIOR MATERIALS	•
ELECTRICAL		
E0.1P	ELECTRICAL SITE PHOTOMETRIC PLAN	•
E0.2P	ELECTRICAL SITE PHOTOMETRIC PLAN	•
E0.3P	ELECTRICAL SITE PHOTOMETRIC DETAIL	•



SKETCH PLAN FEEDBACK & RESPONSES

- April 13th Planning Commission Meeting
- April 19th City Council Meeting

Sketch Plan Feedback/Comments Major Points:

- Address the West Promenade Street Room typology 1A:
 - o **Incorporated multi-modal local street in north-south direction**
 - Bikes and vehicles share this street with striped bike lanes and vegetated median strip.
 - Due to significant grade changes, the street itself was not determined to be appropriate location for pedestrians to share; pedestrian paths are closer to proposed buildings for safety and accessibility.
 - o **West 72 ½ street (AKA Danila Plaza)**
 - Developed to become a pedestrian-only public realm and a network of accessible green spaces with art located at intersection with France.

- Building scale and fenestration:
 - o **“75% of building walls to be at setback line to support creation of street room”**
 - When considering Danila Plaza as “street” as defined by the applicable typologies, the proposed buildings meet this requirement.
 - o **“All building façades are prime (including parking) and must be designed accordingly. There is no back side of a building. “**
 - Removed grocery store from program – all facades of proposed building have been carefully considered as prime with mix of human-scaled glazing and natural materials.
 - o **“All facades on the first vertical 60 feet of a building (above grade) shall use natural materials facing the public realm.”**
 - Natural materials have been selected for portions of all facades within first 60 feet of building above grade.
 - o **“The landscape of the West Promenade should reinforce the characteristics of the neighborhood: tree lined to make sidewalks pleasant and safe to be on, creating a green vertical street room that is always pleasant to walk down”**
 - Danila Plaza connects the greater Southdale district through this site with a pedestrian-scaled greenway featuring a mix of native landscape, paths with seating, and spaces primed for community events and art installations. This path connects further west to the beautified retention basin nature area, and to the north-south accessible pedestrian path connecting 72nd Street to Gallagher.

LANDSCAPE & PUBLIC REALM:

As the Greater Southdale Area Plan states, “a framework emerges for how streets and the public realm will be structured, the relationship of open space to buildings, and how together the designed environment will support the desired experience outcome.”

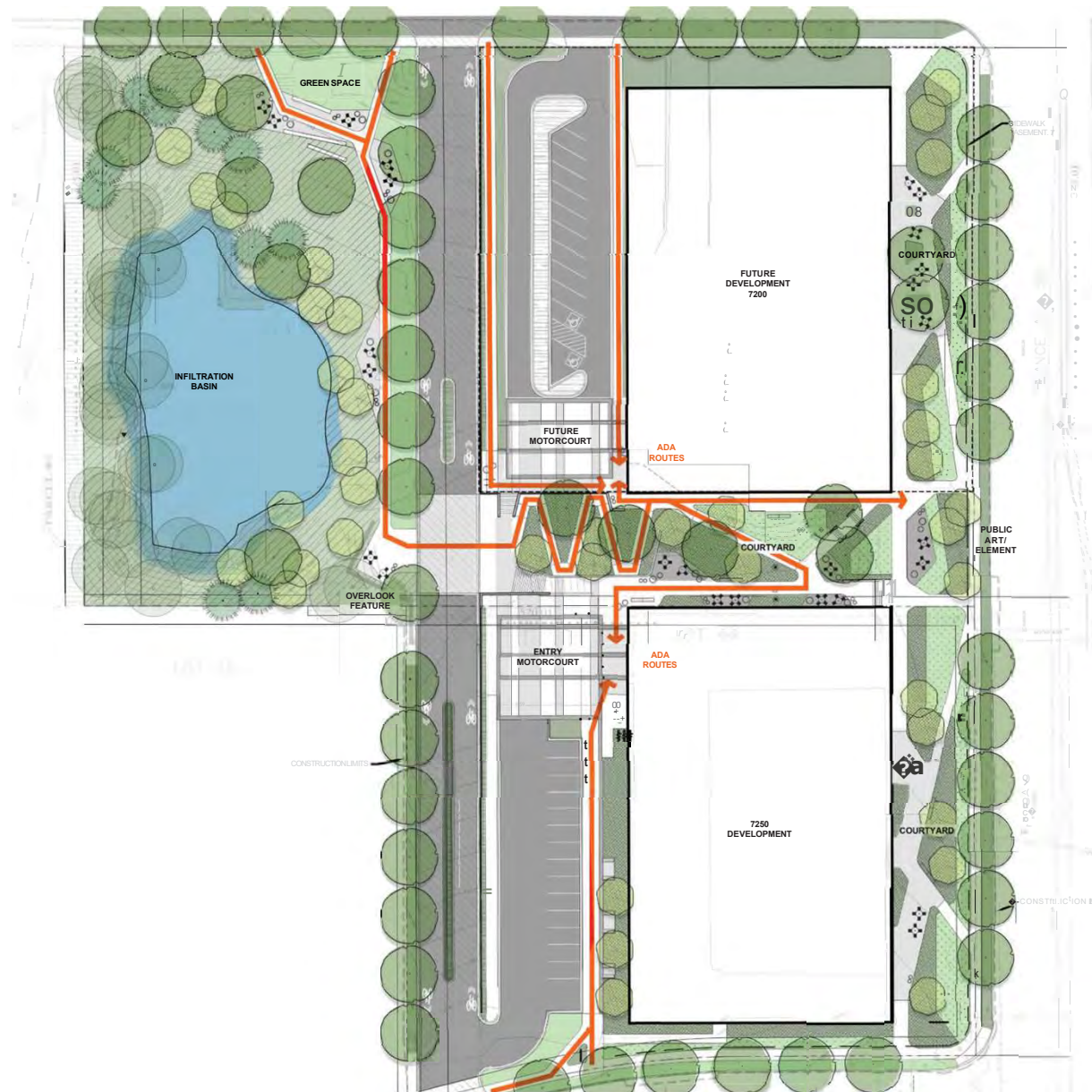
The landscape design put forth as part of this development establishes a public realm that responds to the districts design guidelines. Developing street rooms, creating community space as a focal point, strengthening connections, and addressing the human scale through aesthetic quality, safety, and promotion of social interaction.

The design is organized around human activity, with vibrant pedestrian-focused streets, beautiful public spaces, and highlights storm water as a valued resource by making it part of the experience of the development. A more inviting walking experience along the streets is created through wide sidewalks and dedicated pedestrian street (Danila Plaza), with seating areas interspersed along the ADA accessible ramp that allows pedestrians to easily move throughout entirety of site.

These spaces between the buildings establish a network of green spaces that support the health and wellbeing of the community. The desired “Street Room Typologies” connect the development, linking experiences together from one end of the site to the other. This Street Room form create a continuous, safe, and inviting pedestrian experience along corridors and support “pools of human activity” balancing access and mobility. The streetscape is comprised of planting beds with shrubs, perennials and trees will establish the buffer along all public sidewalks between street and walk increasing permeable surface area, providing a shade canopy, and reducing solar heat gain.

Plants selected for the Street Rooms are species that will tolerate the harsh conditions of their environment. Trees and plants within these areas are salt-tolerant which help to improve their longevity. Several of the tree species selected for the rest of the site are either native to Minnesota or are adapted species of natives that are better suited for their location or condition.

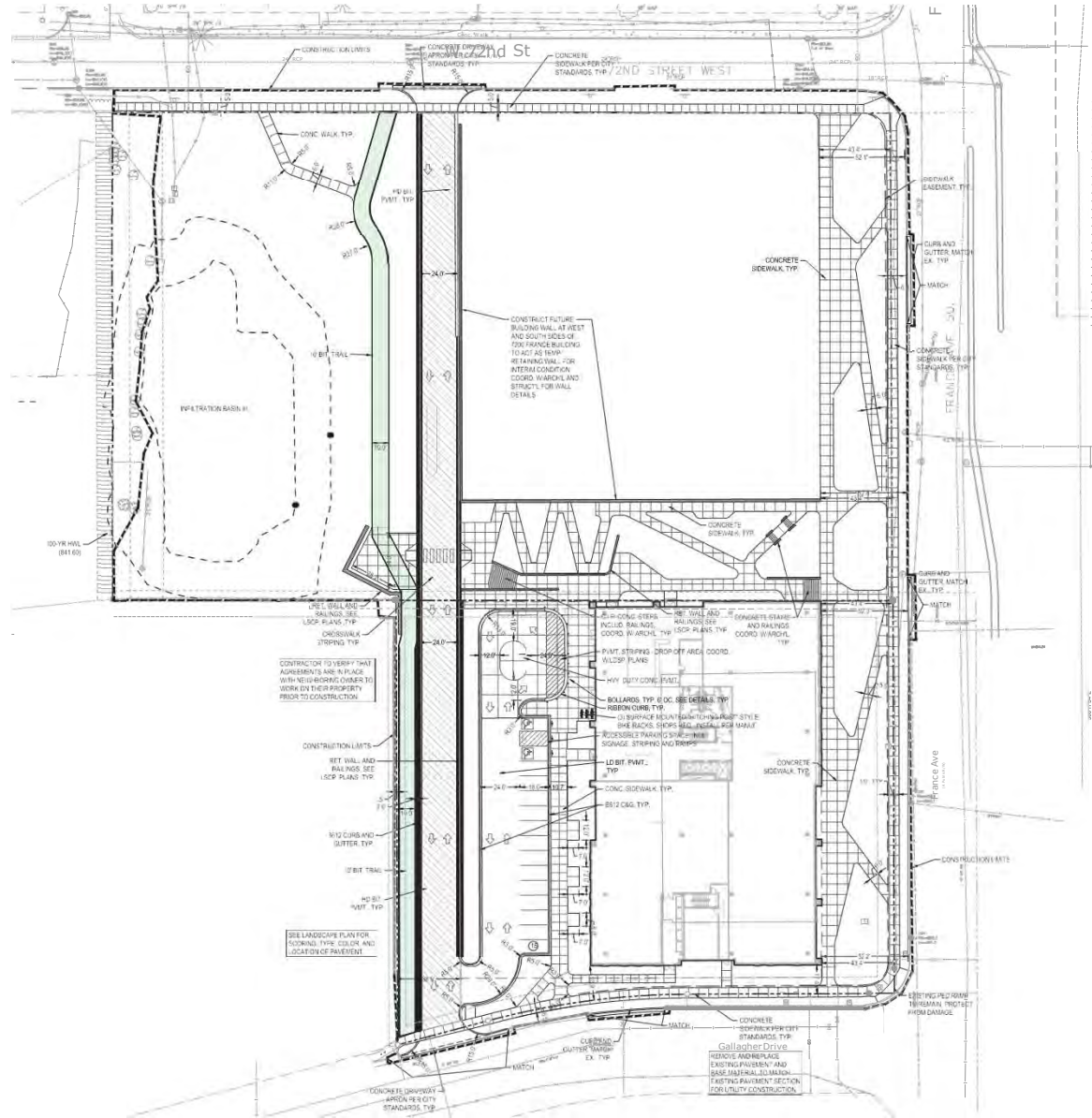


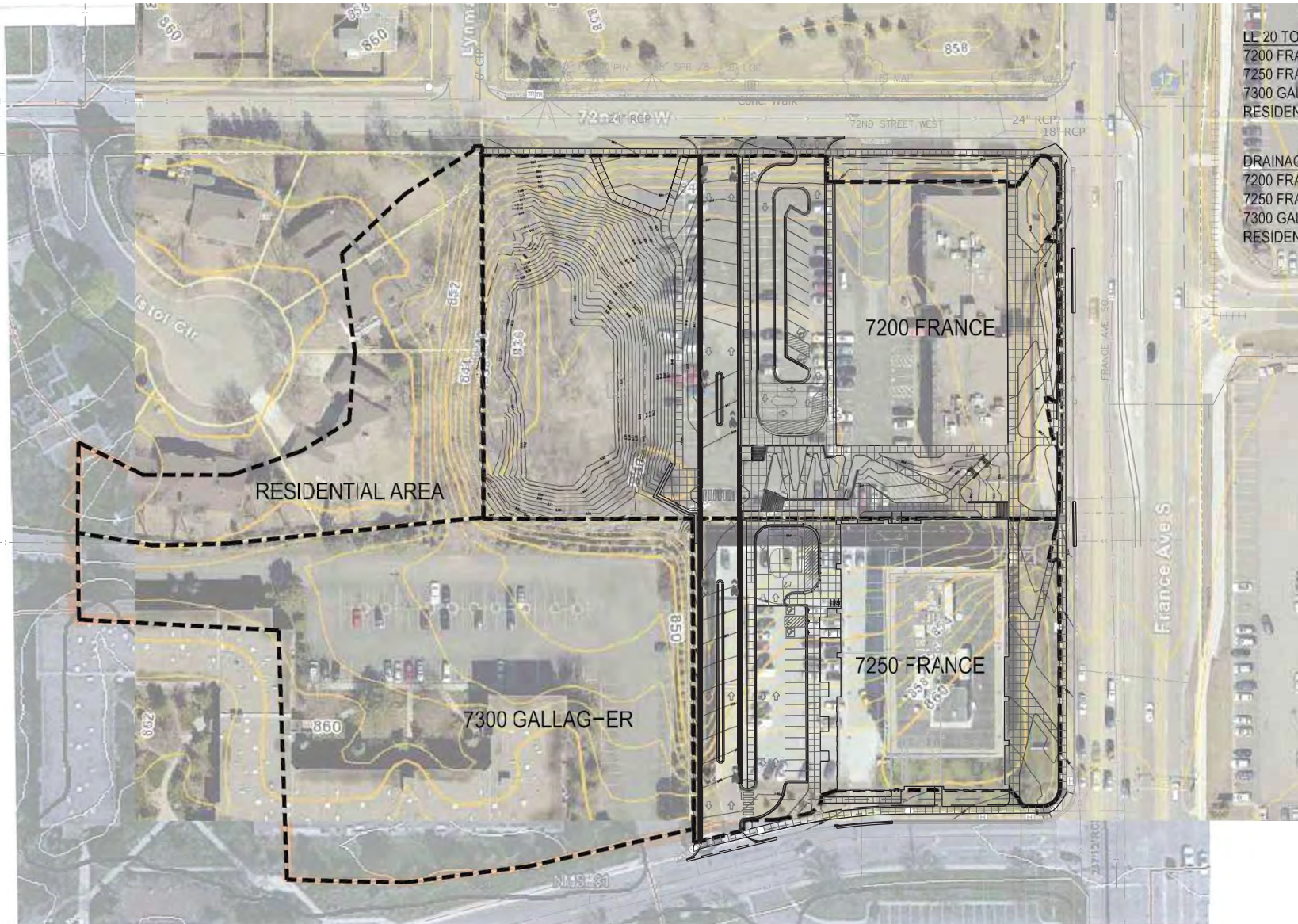


The proposed site layout includes placement of one building separated from a future building pad by a pedestrian-only connection. On-street parking, lined with landscaping will allow access and passage for pedestrians and vehicles to easily access the front entry. Crosswalks and signage will allow for controlled crossing of pedestrians with vehicles and connect to surrounding trails and public pathways. Parking for the proposed building will be met with underground parking and limited surface parking.

Grading around the site will match in with existing grades along the perimeter. All sidewalks and plazas within the site will be graded to ADA standards. Surface water will be directed to the on-site stormwater infiltration/detention basin.

Sanitary and water services for the 7250 building will connect to the site along the south property line from Gallagher Drive. A proposed water line will be brought through the site from Gallagher Drive to provide the required fire hydrants and the water service for the 7200 building. The proposed sanitary service for the 7200 building will come from the north off of 72nd St. Stormwater runoff from the buildings and impervious surfaces will be directed to the on-site stormwater infiltration/detention basin. The stormwater basin is designed to provide the required water abstraction, rate control and water quality control. Large rainfall events will be pumped to the existing storm sewer system in 72nd St. from the stormwater basin.





LE 20 TOTAL DRAINAGE AREA = 350,232 SF
 7200 FRANCE AREA = 133,980 SF (38%)
 7250 FRANCE AREA = 68,725 SF (20%)
 7300 GALLAGHER AREA = 104,076 SF (30%)
 RESIDENTIAL AREA = 43,451 SF (12%)

DRAINAGE AREA IMPERVIOUS = 214,335 SF
 7200 FRANCE AREA = 71,990 SF (34%)
 7250 FRANCE AREA = 60,772 SF (28%)
 7300 GALLAGHER AREA = 68,990 SF (32%)
 RESIDENTIAL AREA = 12,583 SF (6%)

**42% OF DRAINAGE
 AREA SERVES
 NEIGHBORING
 PROPERTY**

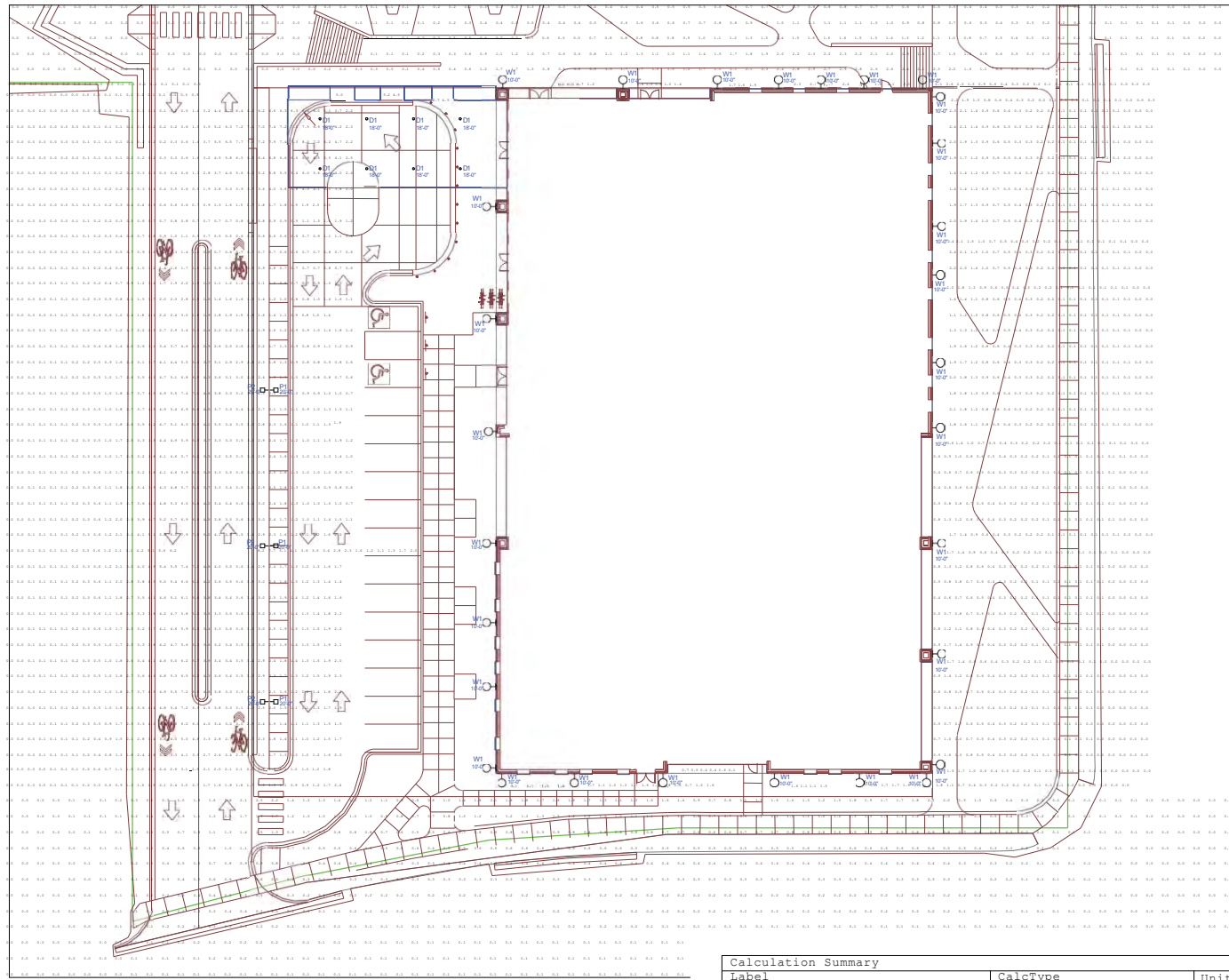


1" = 80'-0"
 40'-0" 0 80'-0"

CivilSite
 GROUP
 4931 W. 35TH ST., #200
 ST. LOUIS PARK, MN 55416
 952.250.2003 / 763.213.394
www.CivilSiteGroup.com

7200-7250 FRANCE - EDINA, MN

FLOOD ZONE - PROPOSED DRAINAGE MAP			
Project Number:	21419	Revision Number:	1
Issue Date:	6/30/22	Revision Date:	9/7/22
			DA4



1 ELECTRICAL SITE PHOTOMETRIC PLAN
SCALE: 1"=20'

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
EAST PROPERTY LINE	Illuminance	Fc	0.09	0.2	0.0	N.A.
NORTH PROPERTY LINE	Illuminance	Fc	0.00	0.0	0.0	N.A.
Site Calc	Illuminance	Fc	0.95	8.2	0.0	N.A.
SOUTH PROPERTY LINE	Illuminance	Fc	0.56	1.0	0.1	5.60
WEST PROPERTY LINES	Illuminance	Fc	0.11	0.5	0.0	N.A.
Front Drive	Illuminance	Fc	2.81	8.0	0.5	5.62















THANK YOU!





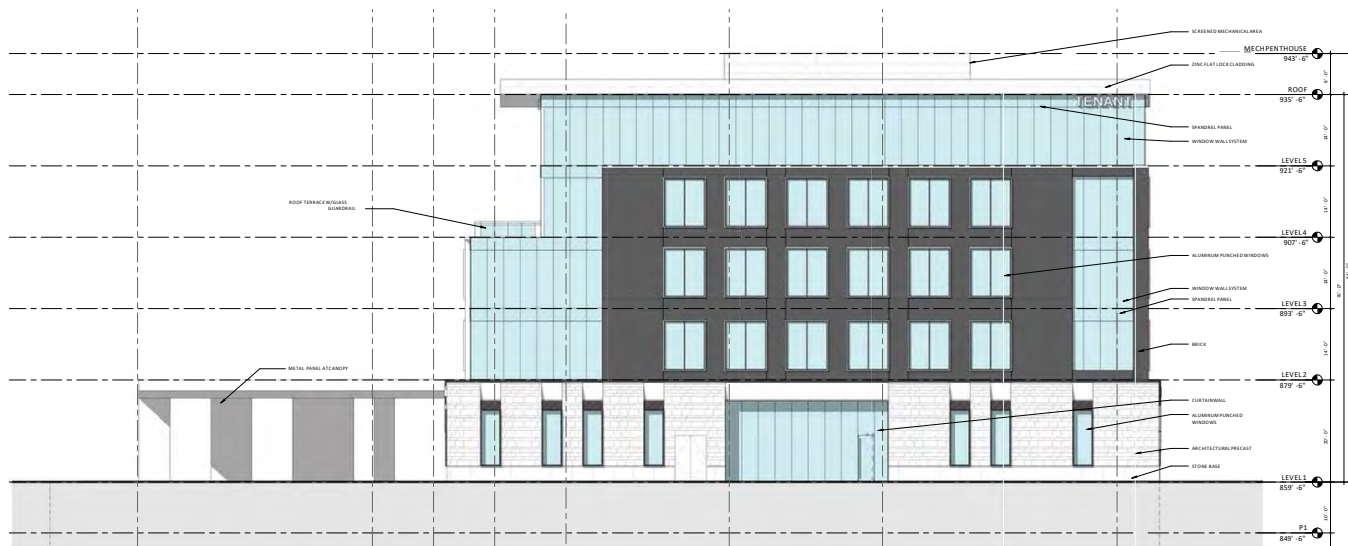
7250 - EAST ELEVATION



7250 - WEST ELEVATION



7250 - NORTHELEVATION



7250 - SOUTHELEVATION

LEVEL 1 MATERIALS



HYBRID WINDOW
WALL - SSG SYSTEM



ARCHITECTURAL
PRECAST - COLOR 1



STONE BASE



METAL PANEL - COLOR 1



METAL PANEL - COLOR 2

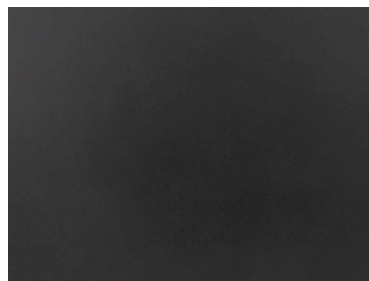
LEVELS 2-5 MATERIALS



HYBRID WINDOW
WALL - SSG SYSTEM

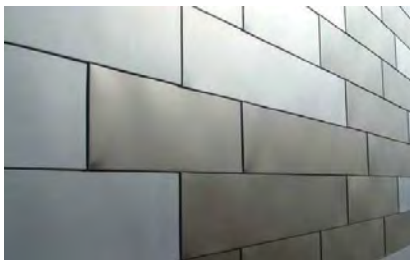


ARCHITECTURAL BRICK

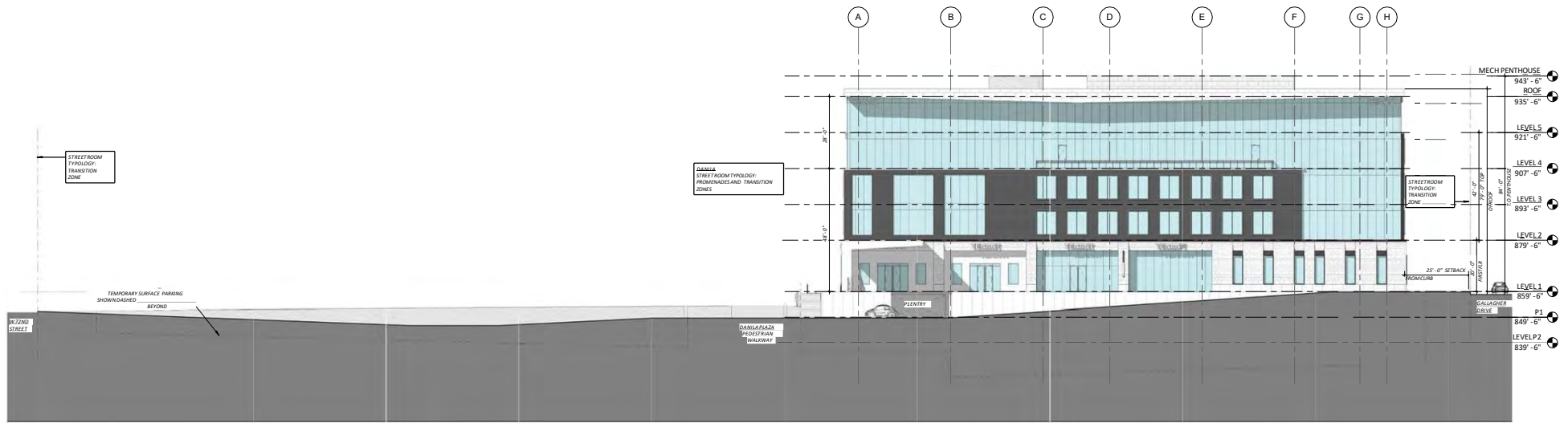


METAL PANEL - COLOR 1

ROOF MATERIALS



FLAT LOCK ZINC PANEL



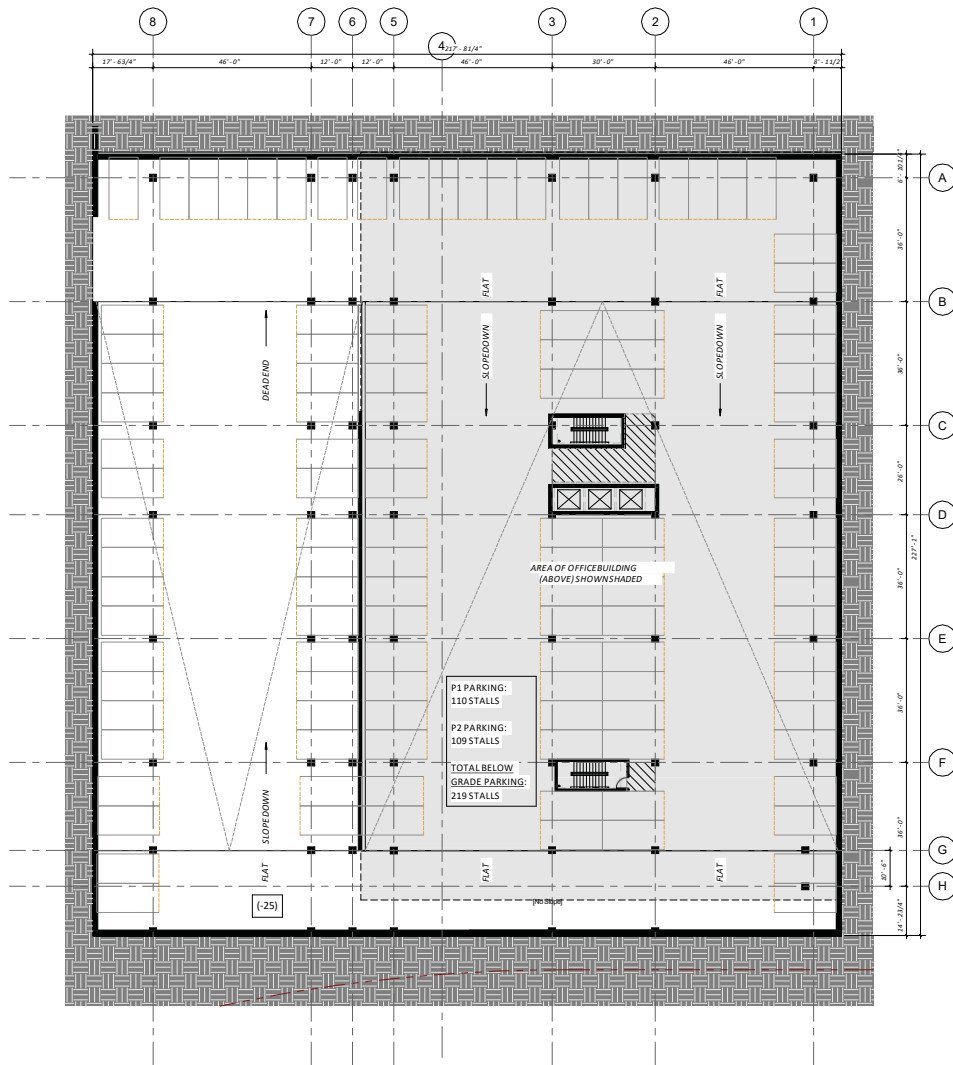
1 PHASE 1 - NORTH / SOUTH SITE SECTION
1/8" = 1'-0"



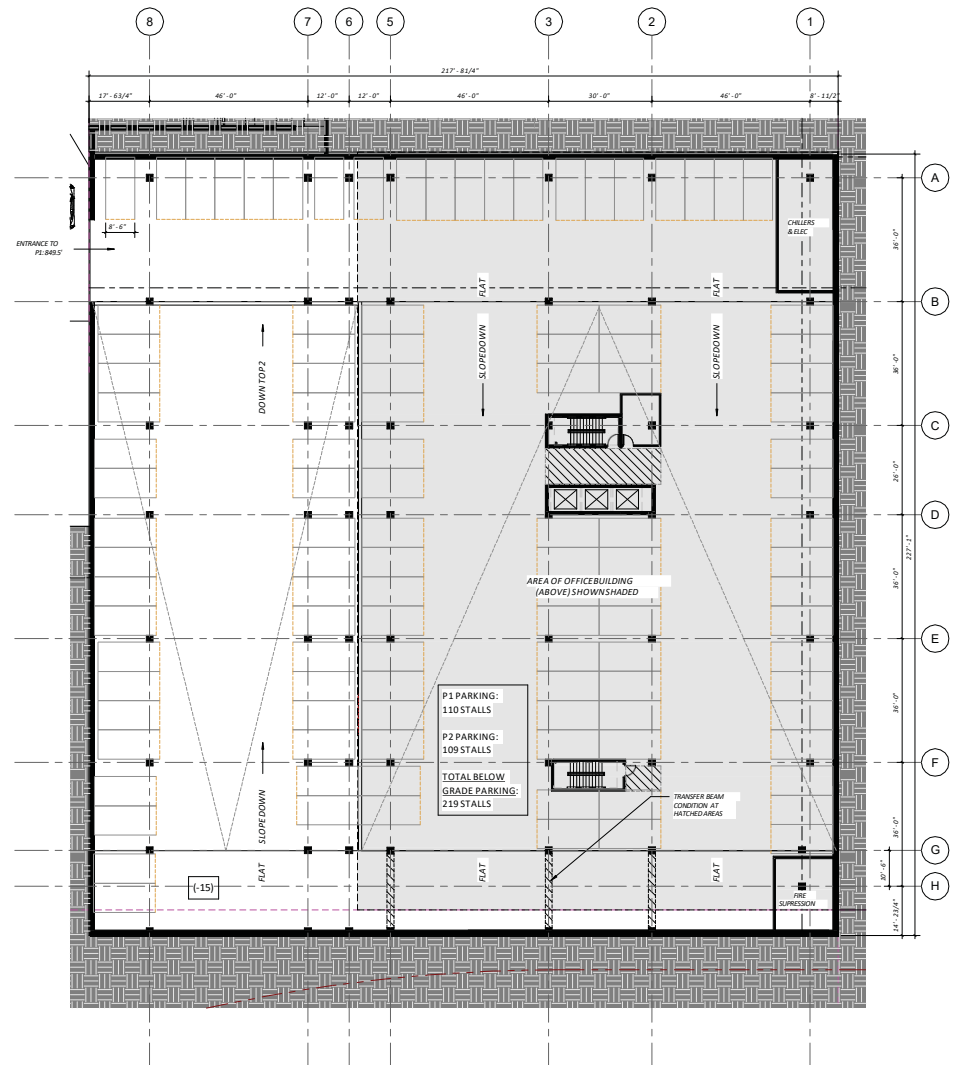
2 PHASE 1 - EAST / WEST SITE SECTION AT DANILA
1/8" = 1'-0"



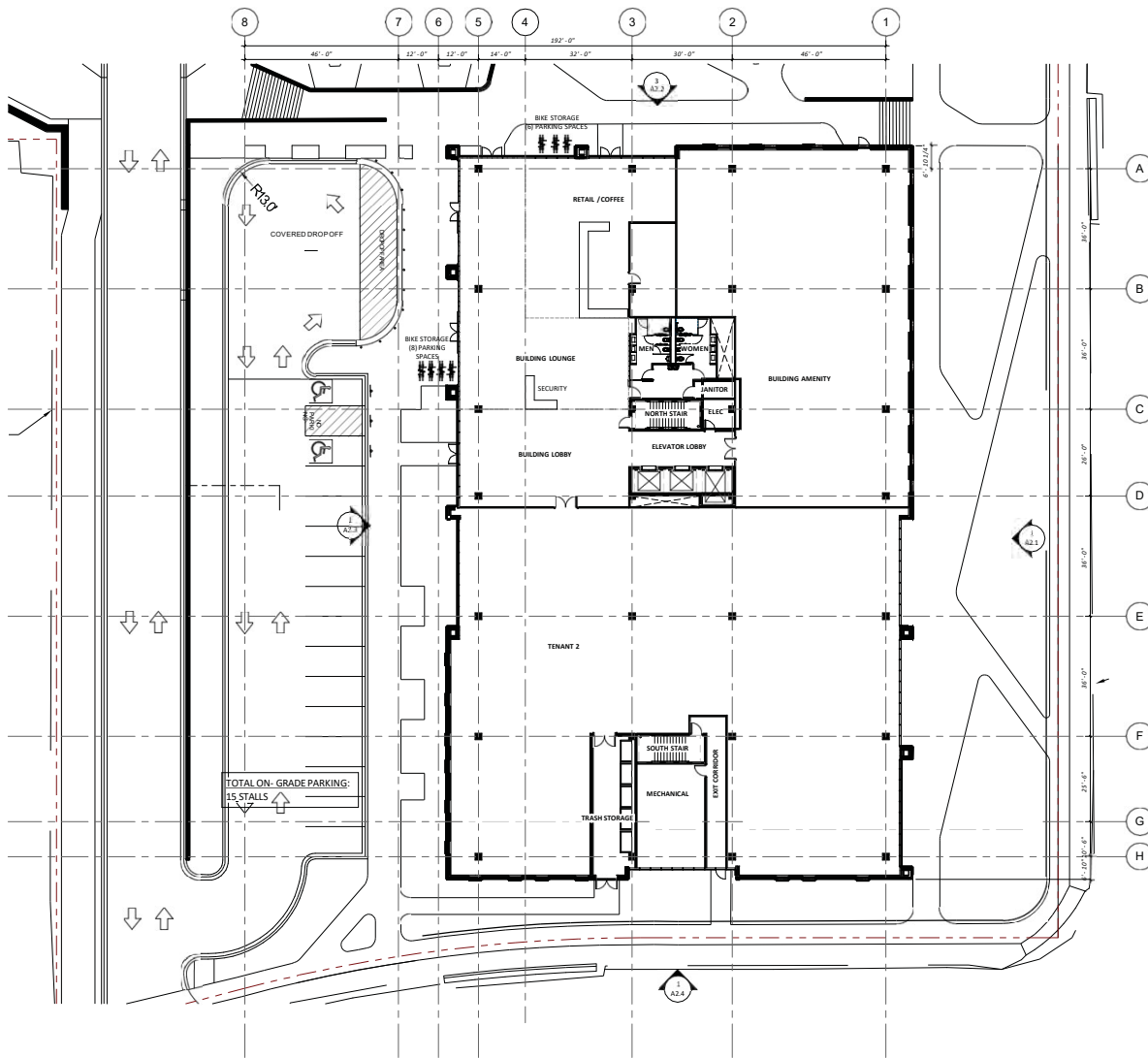
PHASE 2 - NORTH / SOUTH SITE SECTION
RDS 2/15/22 - 11:47



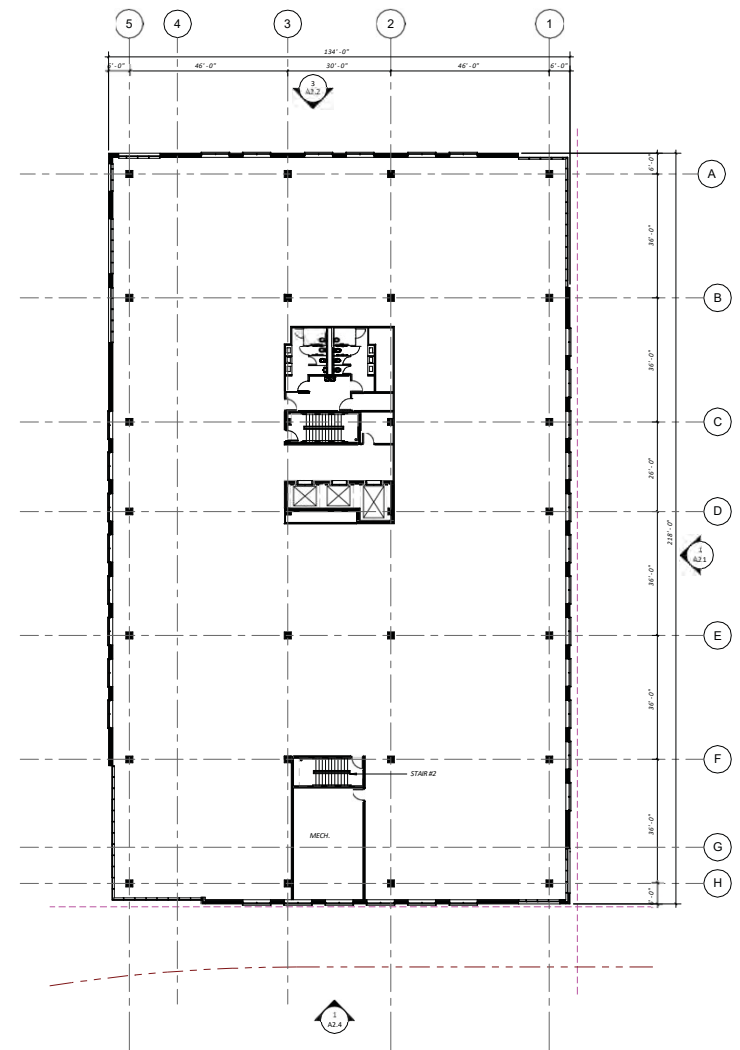
1 LEVEL P2 FLOOR PLAN
ALL DIMENSIONS IN FEET



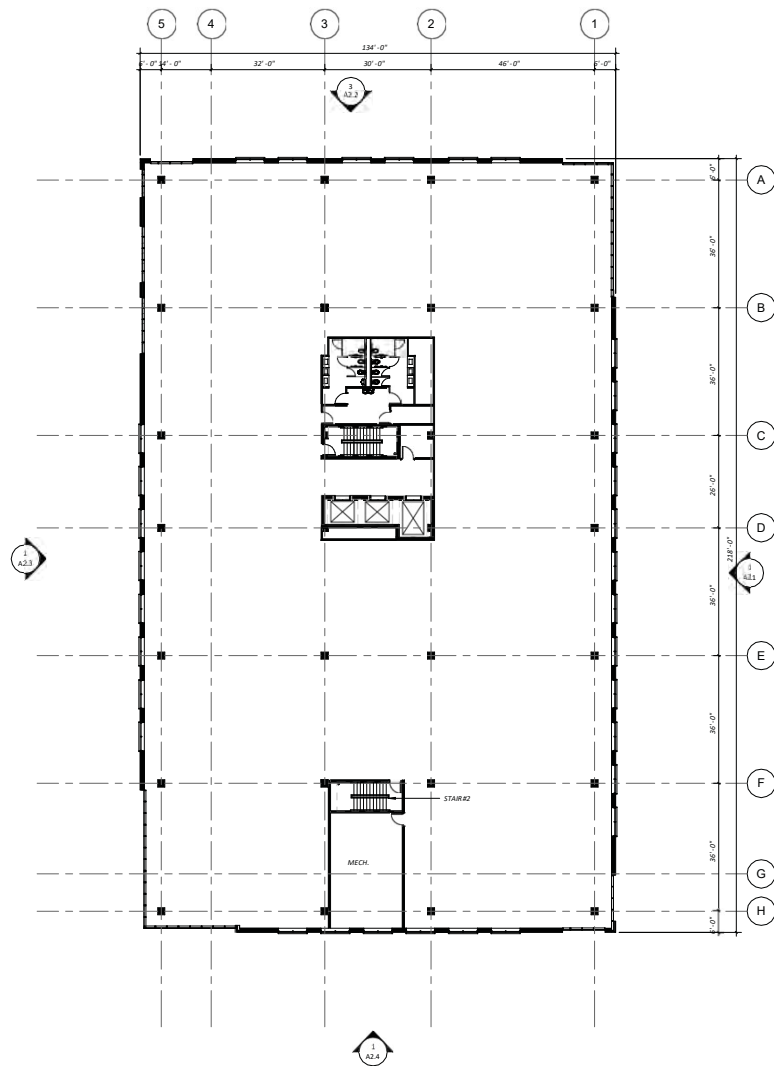
2 LEVEL P1 FLOOR PLAN
ALL DIMENSIONS IN FEET



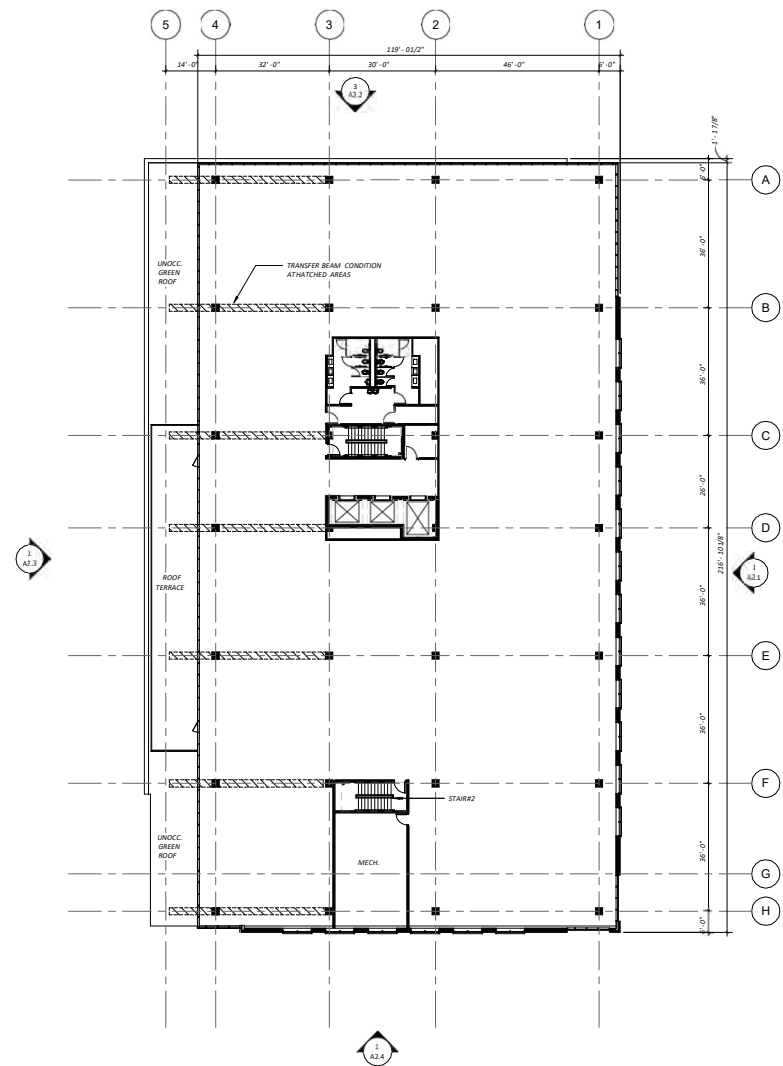
1 LEVEL 1 FLOOR PLAN & SITE PLAN
A1.2 3/16" = 1'-0"



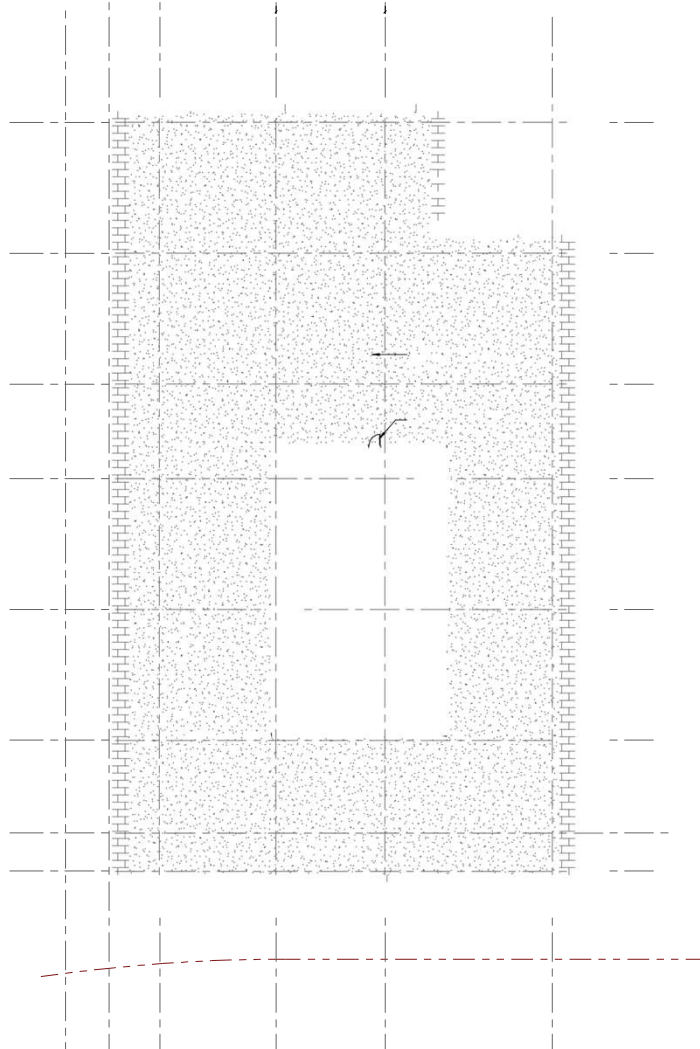
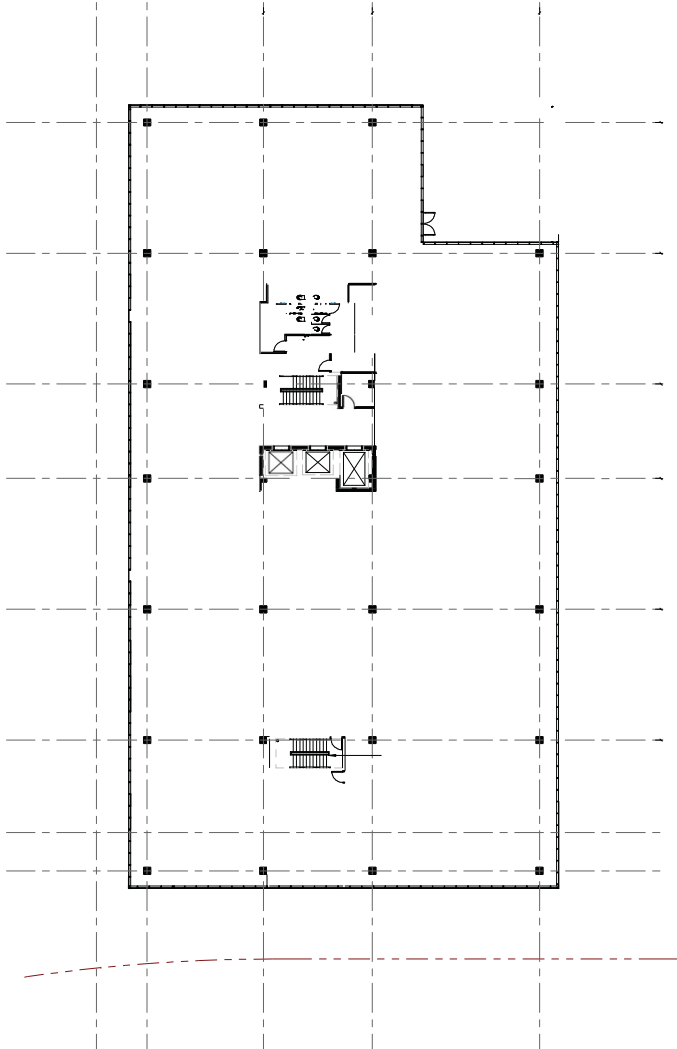
2 LEVEL 2 FLOOR PLAN
A1.2 3/16" = 1'-0"

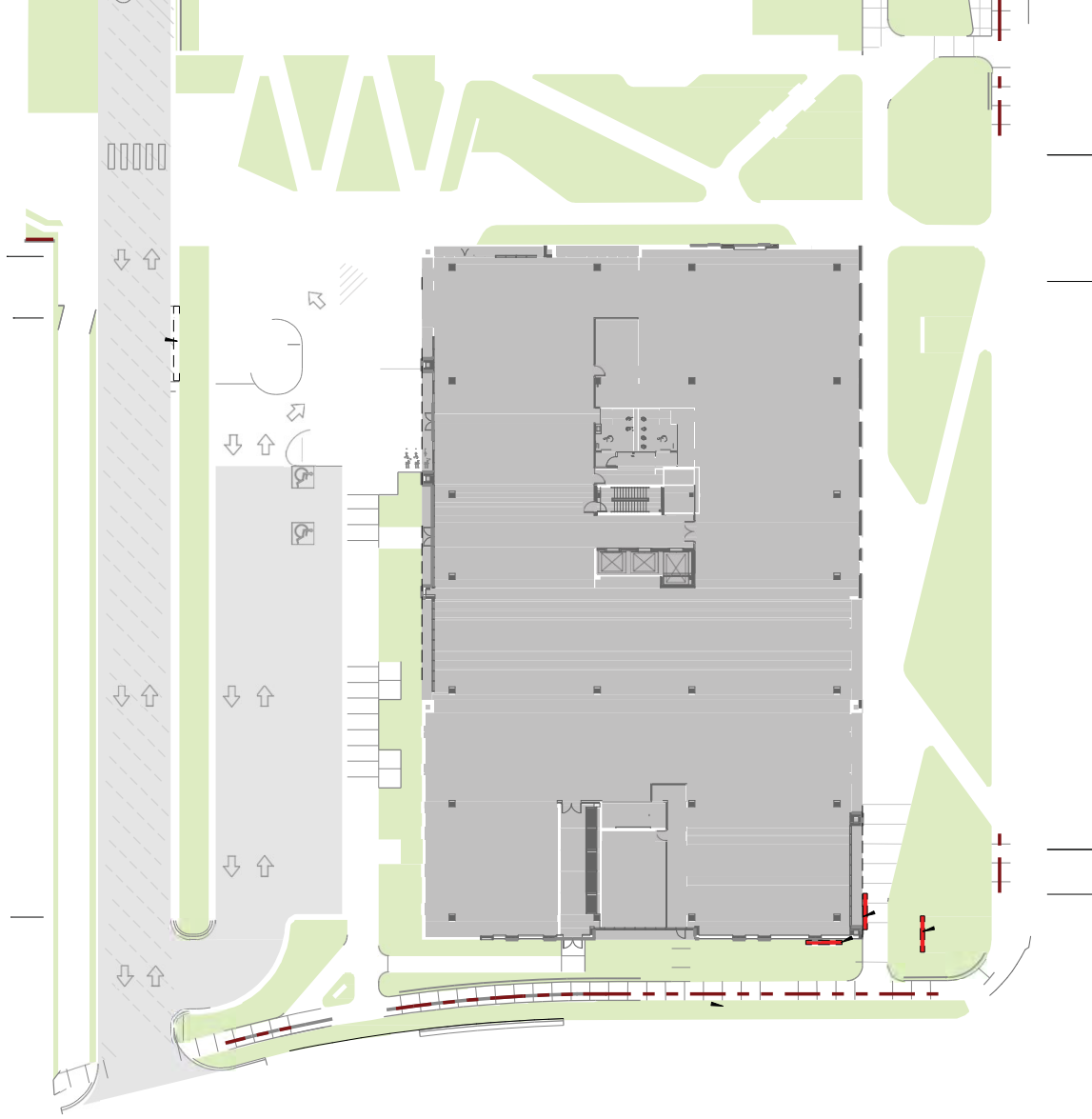


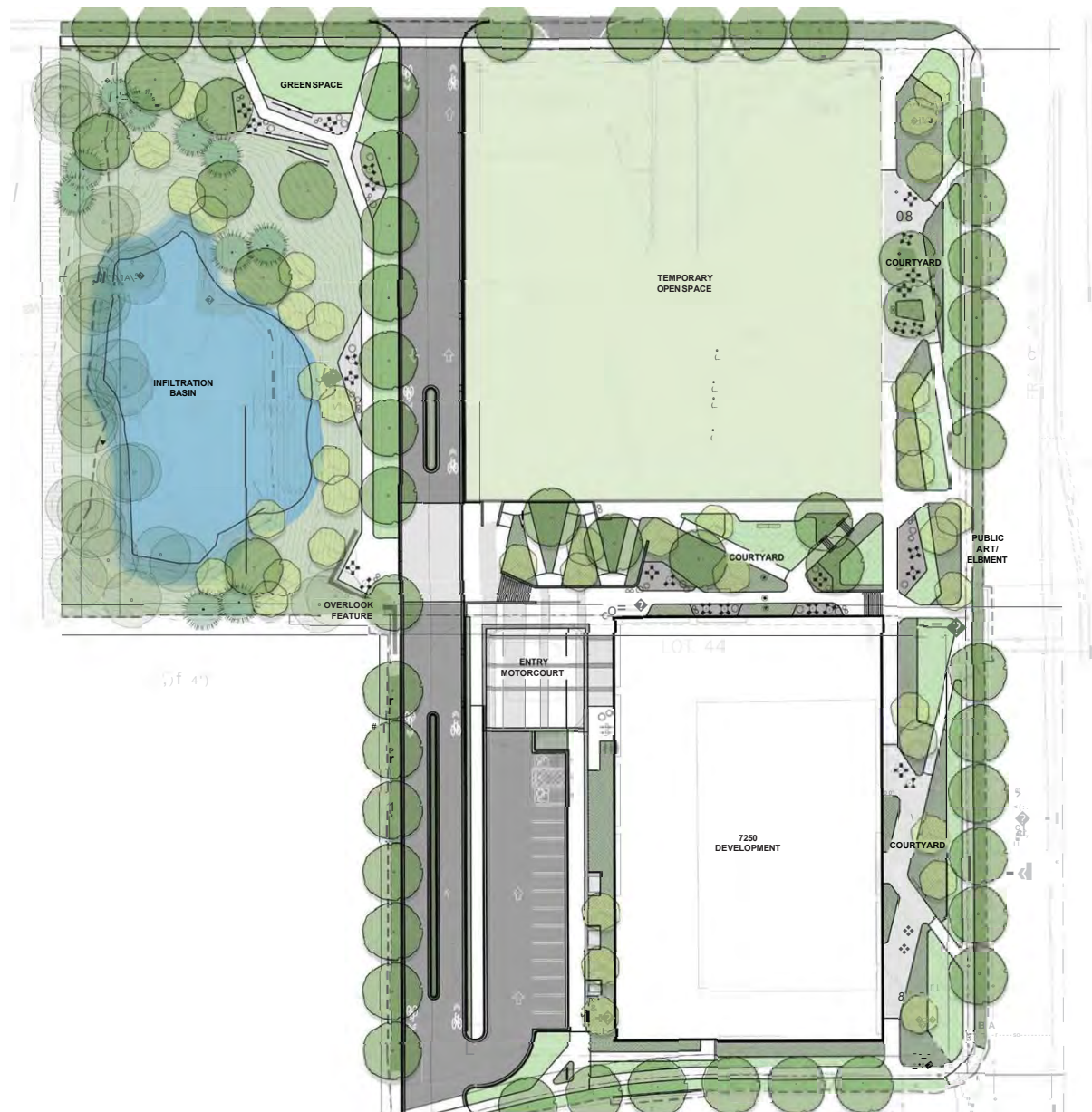
1 LEVEL 3 FLOOR PLAN
A1.3 3/16" = 1'-0"

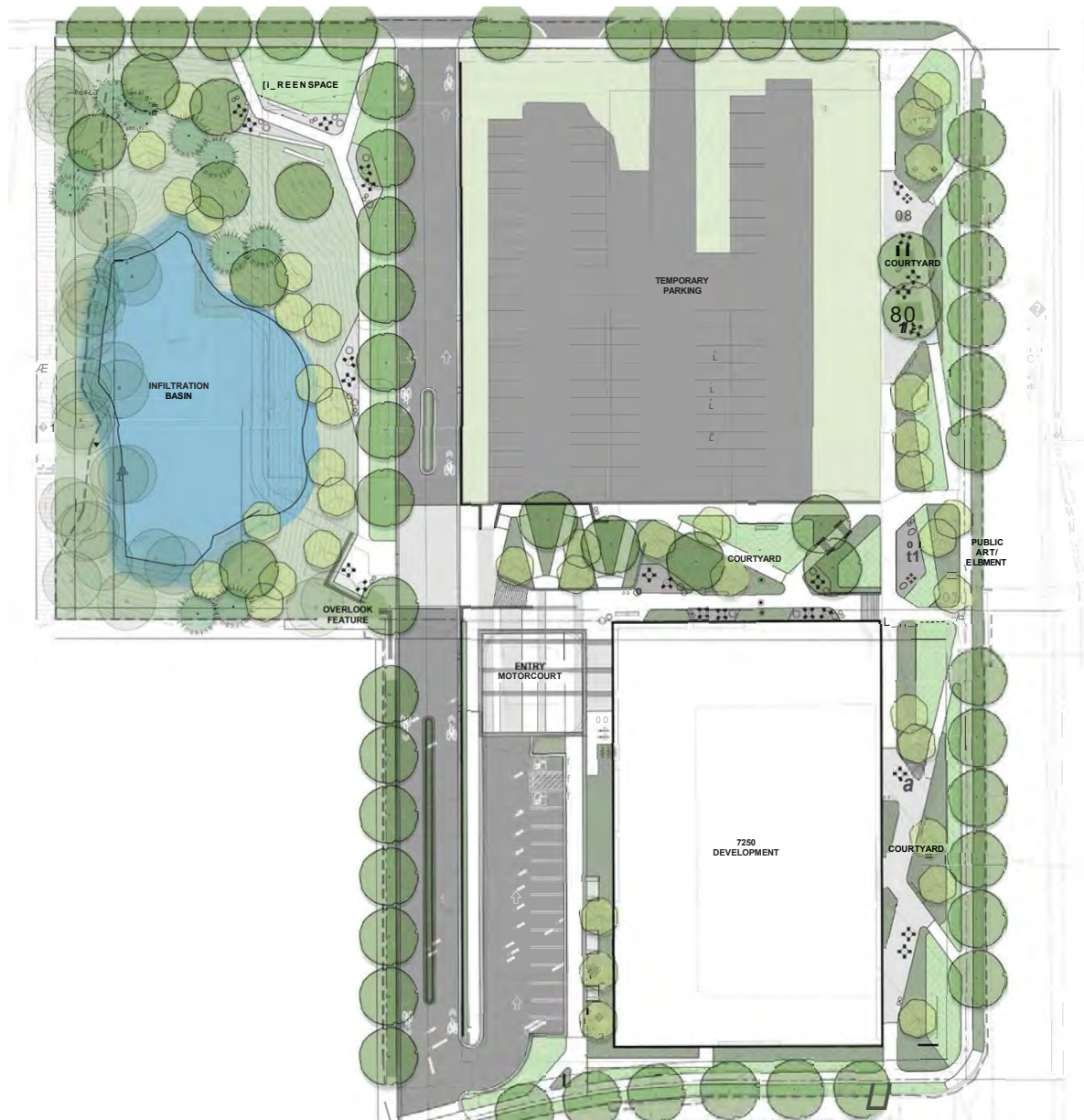


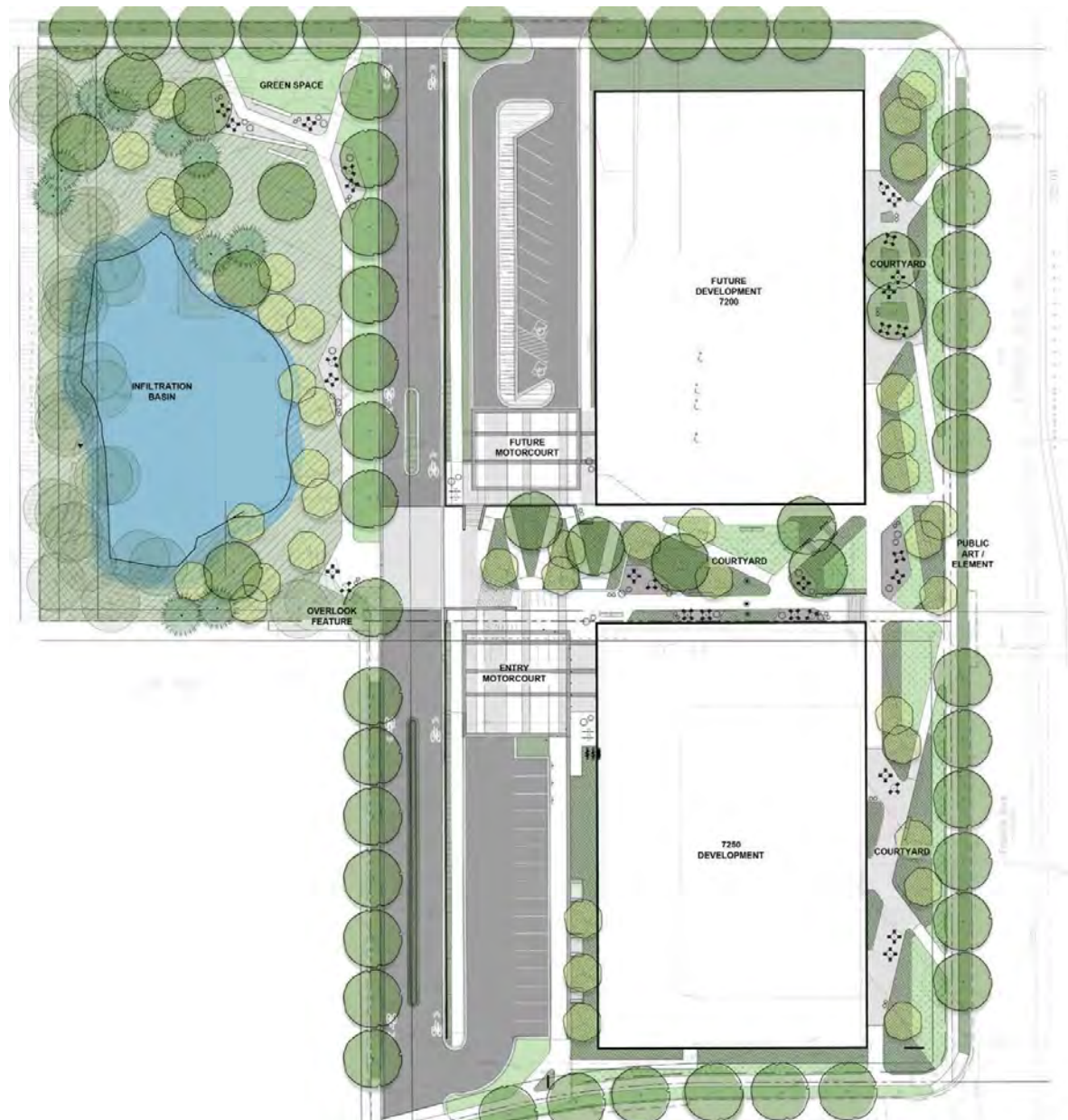
2 LEVEL 4 FLOOR PLAN
A1.3 3/16" = 1'-0"

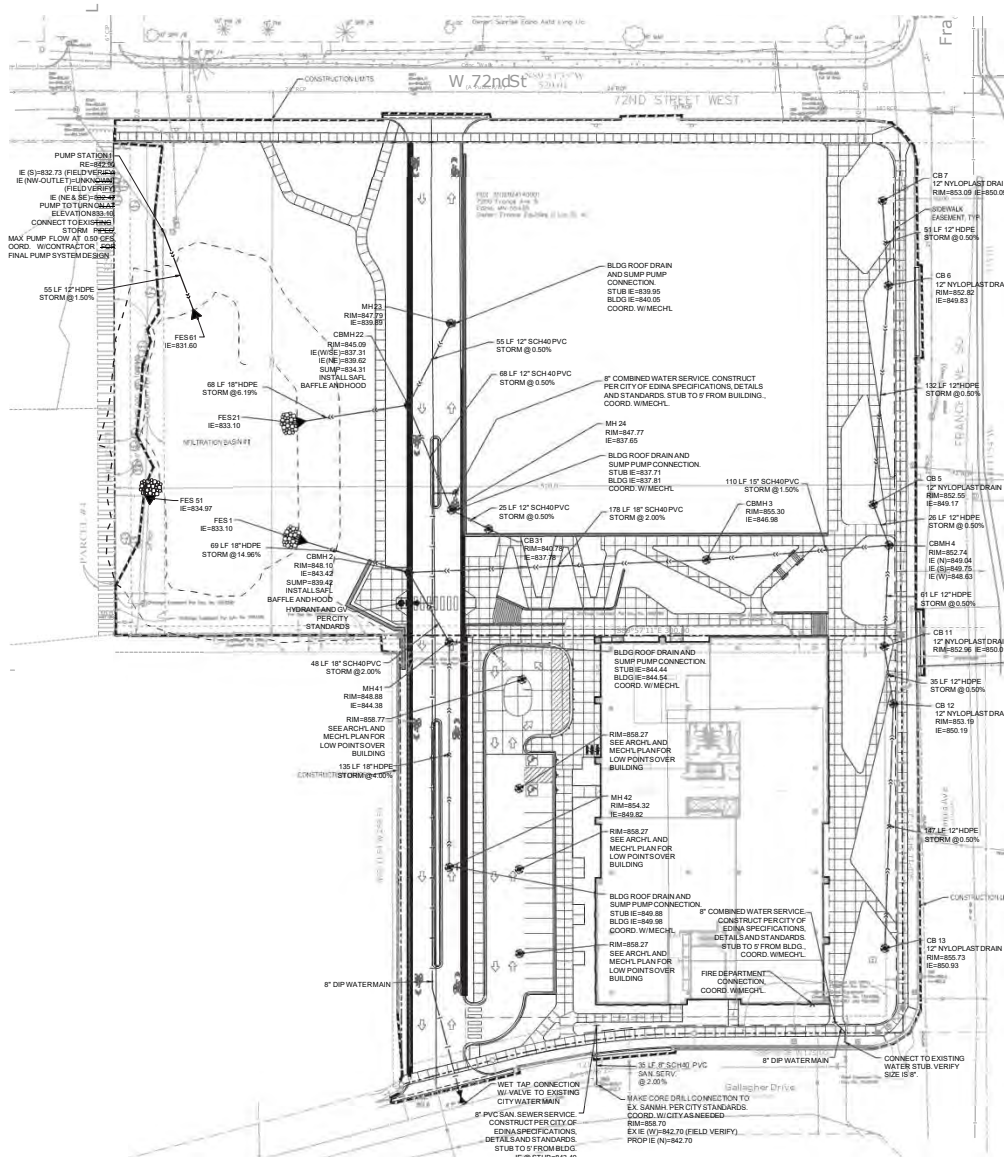




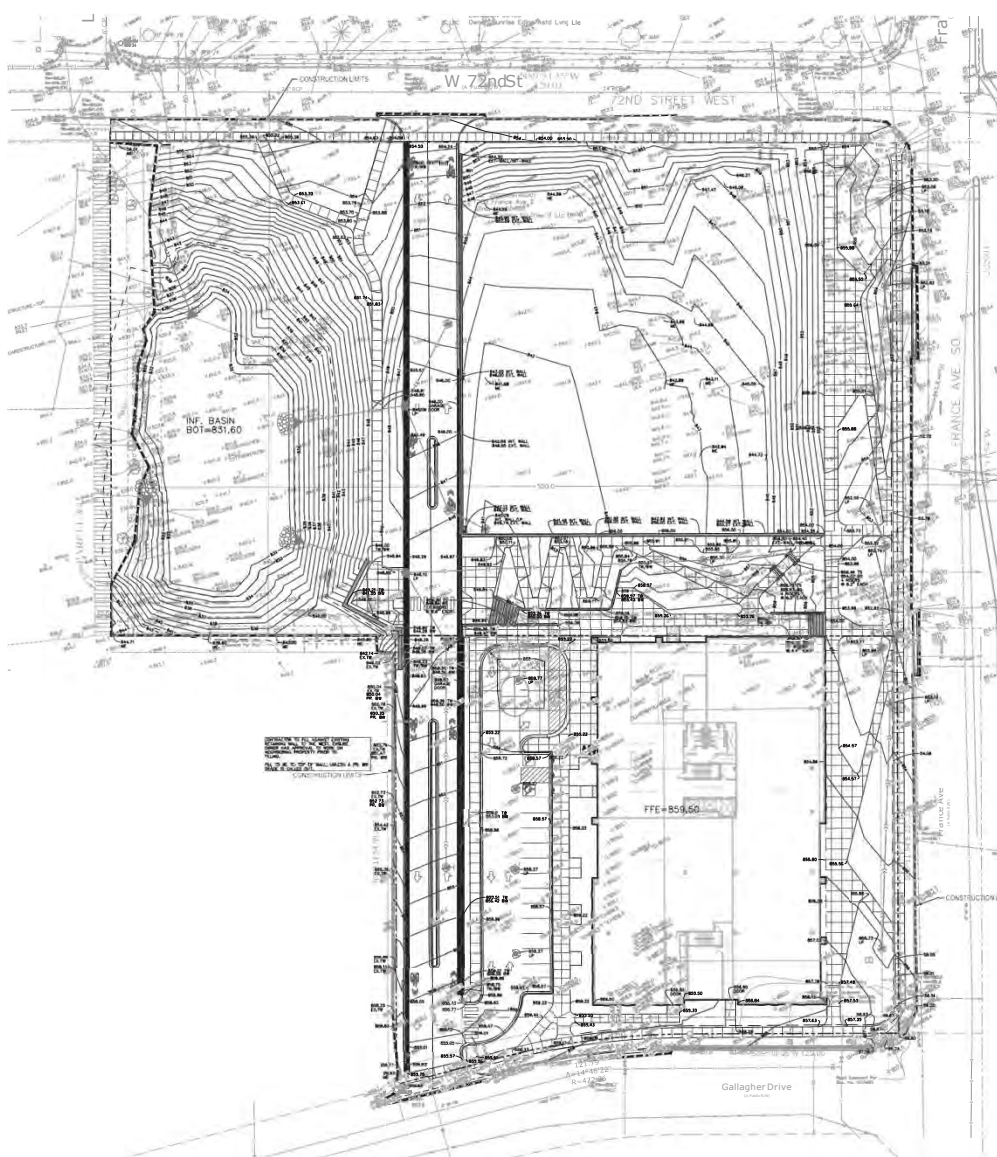




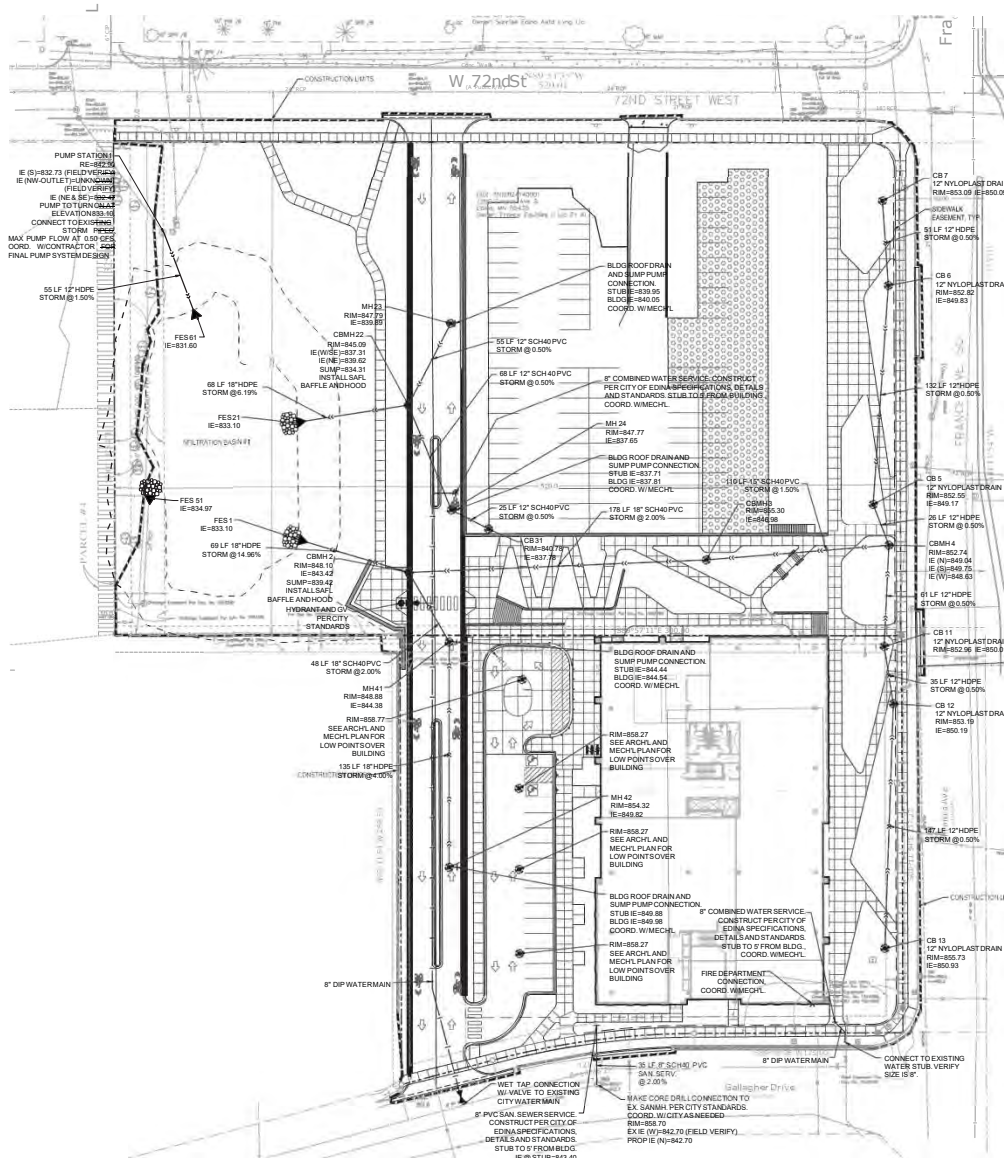




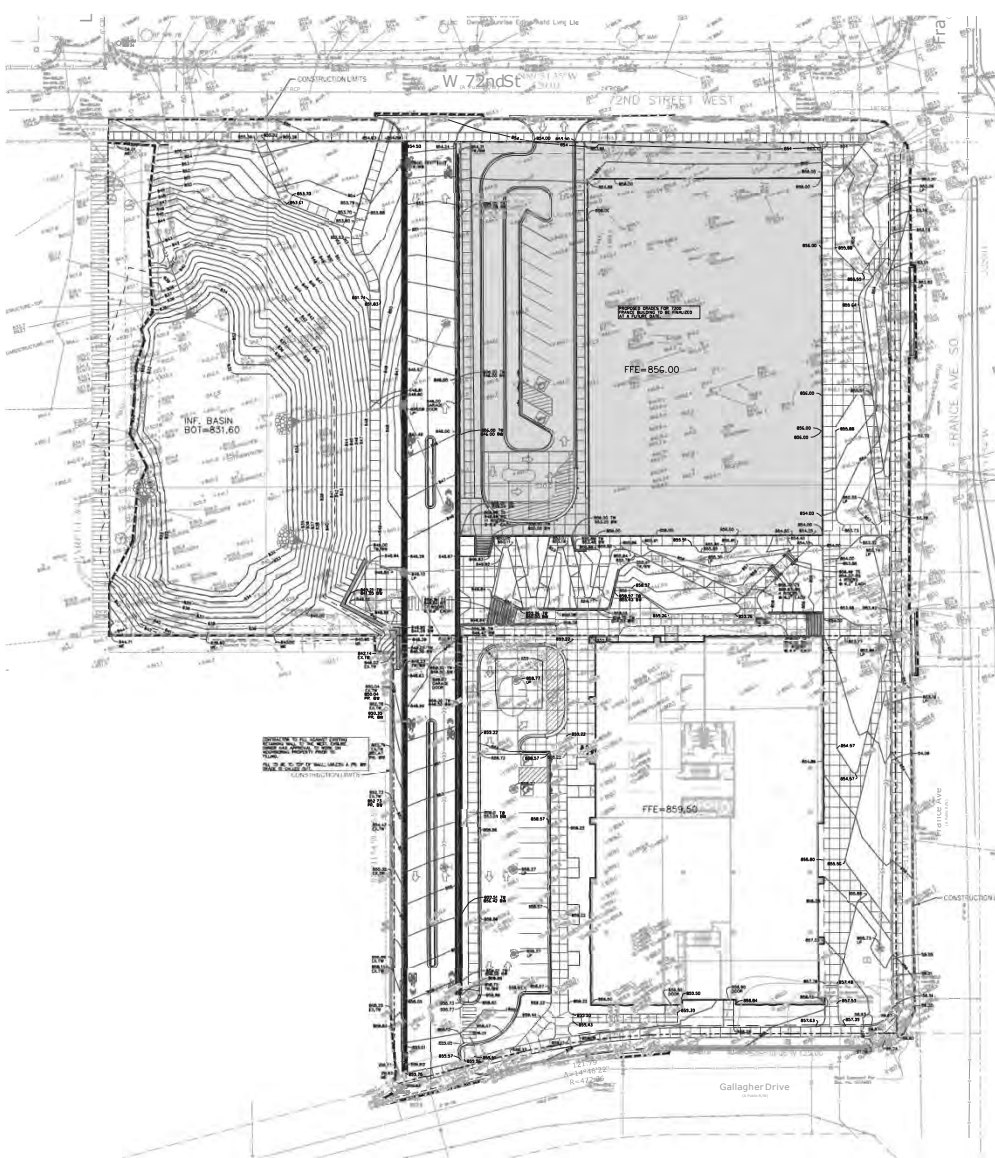
UTILITIES - PHASE 1A



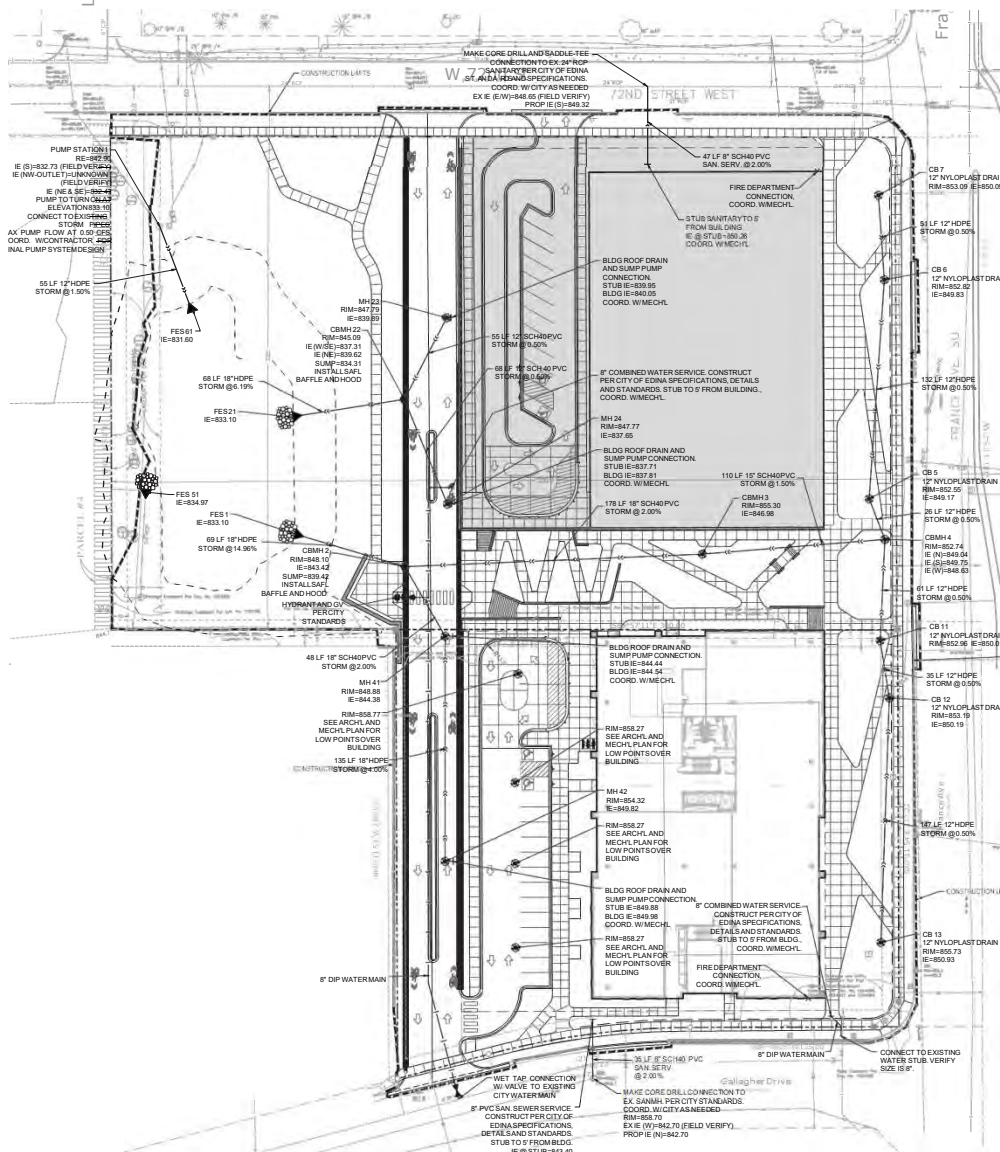
GRADING - PHASE 1A



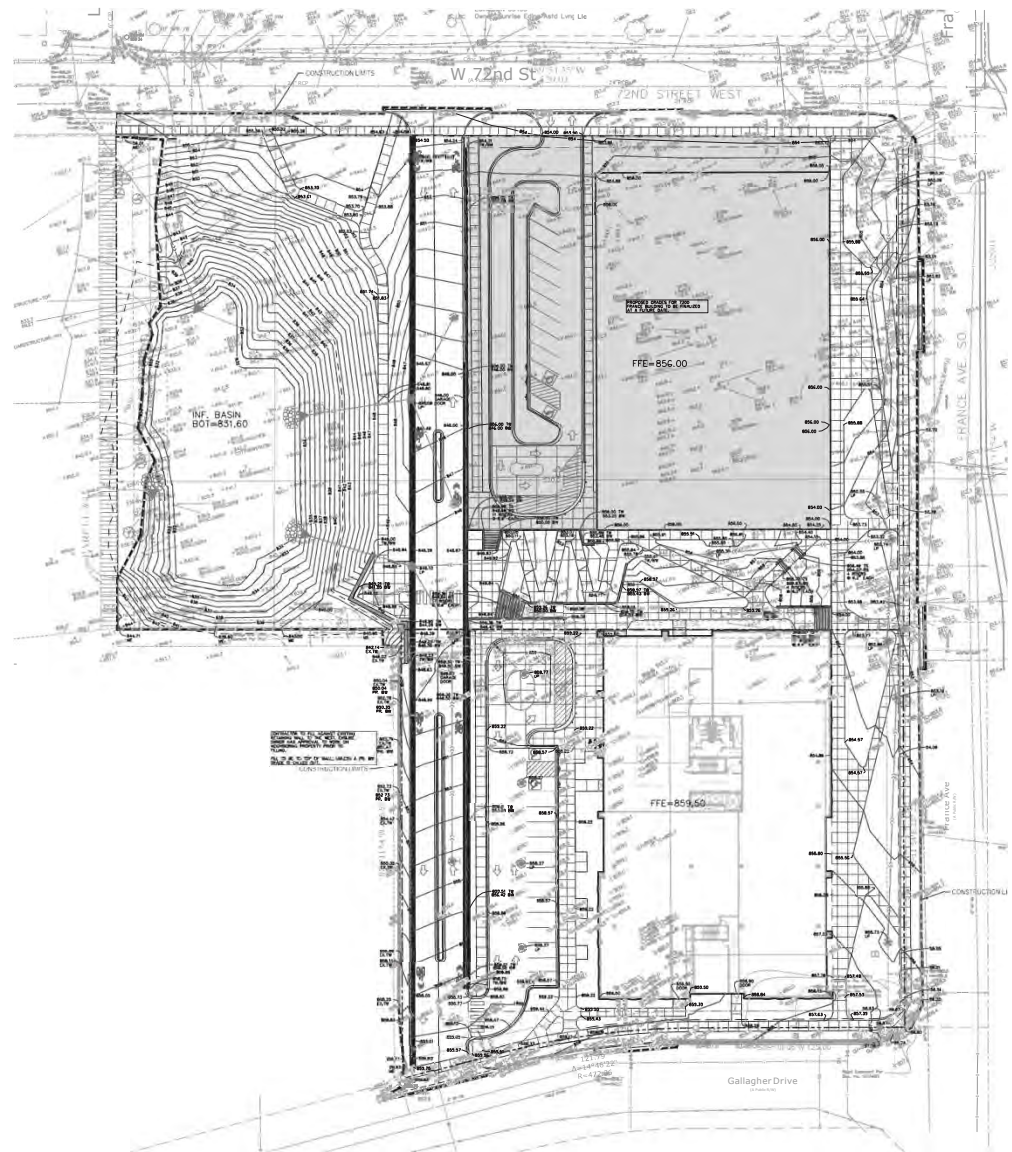
UTILITIES - PHASE 1B



GRADING - PHASE 1B



UTILITIES - PHASE2



GRADING - PHASE2



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: IX.A.

To: Mayor and City Council

Item Type:
Advisory Communication

From: Emily Bodeker, Assistant City Planner

Subject: Receive Advisory Communication from the Heritage
Preservation Commission

Item Activity:
Discussion, Information

ACTION REQUESTED:

Receive advisory communication from the Heritage Preservation Commission and staff report.

INTRODUCTION:

The Heritage Preservation Commission (HPC) attended their annual joint meeting with City Council on June 21, 2022. At the work session, the HPC identified a number of concerns and clarifications they wanted council and staff to address.

Attached is an Advisory Communication to the City Council that was written and approved by the HPC at the August 11 meeting. A staff report is also included with comments and recommendations.

ATTACHMENTS:

HPC Advisory Communication

Staff Report

Staff Presentation

ADVISORY COMMUNICATION



Date: August 11, 2022
To: City Council
From: Heritage Preservation Commission
Subject: Heritage Preservation Commission Advisory Communication

Situation:

At the Heritage Preservation Commission's (HPC) last two joint meetings with Council, we raised concerns about our perceived lack of staff response to an aggressive developer violating the City's rules for the Country Club District, an Edina Heritage Landmark. Our ongoing efforts to insist on enforcement of the City's stated preservation policies led us to discover inconsistencies in the Plan of Treatment (POT), city code, and current practices for issuing Certificates of Appropriateness (COAs). While only two houses triggered this situation, the implications extend to preservation efforts throughout the city and into the future.

Background:

The Country Club District is one of Edina's eleven Heritage Landmark resources and is also listed on the National Register of Historic Places. The district is made up of 555 homes, roughly 88% of which are currently deemed contributing resources, having been built between 1924 and 1944 and maintaining sufficient historic integrity. A significant responsibility for the HPC is reviewing all COAs in the Country Club District, using the Plan of Treatment (POT) adopted by Council in 2008 following a one-year moratorium on major construction while the original 2003 POT was revised. The primary objective of this Heritage Landmark District is preservation of the existing historic house facades and streetscape. The preferred treatment for heritage preservation resources in the district is rehabilitation, which updates properties through repair, alteration, and additions while preserving the portions that convey historic and architectural values.

The HPC approved a COA in September of 2020 and as a result of the developer's actions and the city's lack of enforcement, a historic property in the Country Club District is no longer a contributing heritage resource. Another property purchased by the same developer is currently seeking an amendment to its original COA, approved in April of 2021. In both situations, the properties had exterior surfaces removed without proper permitting or consultation with city staff, leaving the home open to the elements for eight and five months respectively and waiting roughly a year to begin construction. (Detailed timelines for both projects are available if useful for Council's consideration.) These two projects are not representative of Country Club, where voluntary compliance with the Secretary of the Interior's standards for rehabilitation is the standard practice and the POT has been a largely effective tool. They do, however, provide a template for future developers who may wish to alter or deteriorate a home to such a degree that it is no longer a contributing resource and therefore may be demolished and rebuilt.

These two properties created significant resident comments about violations, lack of enforcement, and extensive periods of inactivity. HPC members repeatedly raised concerns with staff and one member exceeded typical commissioner conduct, doing extensive documentation, research, and



outreach in an effort to urge enforcement. The HPC views this commissioner's efforts as largely necessary to prompt action and enforcement by staff. The HPC acknowledges the significant time staff has also spent addressing these problematic properties and considering ways to avoid similar situations in the future. For example, staff has already adopted one new condition suggested by the HPC, ensuring that homes are kept weathertight throughout construction. Staff has also stated its support for revising the documents used by the HPC to ensure consistency. Currently, city code dictates COAs are needed in the District if a permit is required for any demolition (in whole or part) or new construction. The POT requires COAs if its definition of demolition is met, although it also prohibits demolition, in whole or part, for any contributing resource. The POT is clear that COAs are needed for new homes (replacing non-contributing resources) or garages. It does not specify that COAs are needed for changes to street facing facades, although that has been the practice for many years and is outlined in the current checklists. In addition, the comprehensive plan has language about when a COA is required.

Assessment:

The challenges presented by a developer with two concurrent construction projects in the Country Club District have revealed three main areas of vulnerability: staff enforcement of violations, inconsistencies between the city documents, and lack of tools to avoid and penalize similar situations in the future. It also highlights opportunities to build educational tools so that current and future HPC volunteers receive clear training to guide their deliberations. This communication was drafted by a subcommittee, revised after staff input, [and approved by the full commission]. We are committed to ongoing collaboration with staff and Council to ensure that the city's stated preservation objectives are upheld fairly and consistently.

Recommendation:

Goal:	Recommendations:
Prevent the loss of contributing heritage resources in the Country Club District.	<ol style="list-style-type: none">1. Ask planning staff to work with the building department to issue stop work orders in a timely manner when a COA is violated.2. Continue the creation of the construction escrow fee policy so the city has leverage to enforce penalties and correct violations. The HPC will be shown the draft and will review and comment, per 2022 work plan.3. Staff draft legally valid conditions to attach to COAs and present to HPC to discuss their utility and feasibility:<ol style="list-style-type: none">a. engagement of Building Inspector in COA deliberations for major home renovations,



	<p>b. requirement that new owners review an approved COA with staff if it hasn't been built,</p> <p>c. potential penalties for excessive delay and inactivity if warranted by past projects.</p> <p>4. Staff explore and explain the option of COA's expiring prior to building permit issuance.</p>
Clarify the discrepancies in city documents as to when a COA is required in CCD.	<p>5. Staff will seek initial input from the HPC and subcommittee on unifying the instruction provided by code, POT, planning checklists, and comprehensive plan. Staff will explain the process for making these corrections and seek review and comment of changes.</p>
Improve the application process.	<p>6. Staff review and update the application checklist and the HPC will review and comment.</p> <p>a. Add this requirement for street facing facade change COAs: Existing exterior elevations (or photos) of street facing facades, to scale.</p> <p>7. Staff will hold applications for COAs until all required information has been submitted, including sufficient detail on COA amendment applications for HPC to make an informed decision on alignment with the POT.</p> <p>8. Remove the 45-day COA timeline requirement and default to the state's 60-day rule. With the 60-day rule, the HPC will have to review and act on COA applications within 60 days of a complete application.</p>
<p>Build education tools that clarify and illustrate appropriate rehabilitation.</p> <p>[Note: both 9 and 10 are proposed work plan items under consideration.]</p>	<p>9. Create a decision tree schematic showing what types of construction work in the Country Club District trigger a COA. This would be utilized to educate HPC members, the public and developers.</p> <p>10. Solicit consultant support to create training materials using photos of homes built during 1924-1944 that are no longer contributing heritage resources and explaining why (i.e. excessive or inappropriate changes), as recommended in 2019 Country Club Re-Survey Report.</p>



Date: September 20, 2022

To: Mayor and City Council

From: Emily Bodeker, Assistant City Planner

Subject: Heritage Preservation Commission Advisory Communication

Background:

At the June 21, 2022, City Council work session, Council and the Heritage Preservation Commission (HPC) held their annual joint meeting. The HPC identified a number of concerns they wanted Council or staff to address. Following the work session, staff worked with the HPC on creating a subcommittee of commissioners to outline the potential changes and recommendations. The subcommittee members, Lonquist, Schilling, and Nymo, drafted an advisory communication which was approved by the Heritage Preservation Commission at their August 11th regular meeting and forwarded to City Council for consideration at the September 20th City Council meeting.

The advisory communication written and approved by the Heritage Preservation Commission encompasses the commission's perspective related to recent projects that required certificate of appropriateness applications. These are the opinions of the commission. Staff has provided a response in green.

"The HPC approved a COA in September of 2020 and as a result of the developer's actions and the city's lack of enforcement, a historic property in the Country Club District is no longer a contributing heritage resource."

This is not the city's official opinion on whether or not the property referenced remains a contributing resource to the Country Club District. The city takes all efforts to preserve historic resources. The following enforcement and tools used were the tools and actions that were able to be utilized throughout the COA and permitting process under current codes and policies. Those actions are:

- Letter to property owner requiring compliance with property maintenance codes, noticing work without permit and maintenance of heritage landmark properties
- Inquiries to permit holder on permit corrections timeline
- Inquiries to permit holder on construction timeline
- Requested additional information to update the building permit on conditions of walls removed
- Received updated information on elevations showing removed walls throughout the construction process
- Multiple site visits by planning staff and the chief building official
- Required an updated COA application reviewed by the HPC for proposed changes to the COA

Heritage Preservation Commission Recommendation & Staff Recommendations:

Goal:	Recommendations:	Staff Comments/Recommendation:
Prevent the loss of contributing heritage resources in the Country Club District.	<p>1. Ask planning staff to work with the building department to issue stop work orders in a timely manner when a COA is violated.</p> <p>2. Continue the creation of the construction escrow fee policy so the city has leverage to enforce penalties and correct violations. The HPC will be shown the draft and will review and comment, per 2022 work plan.</p> <p>3. Staff draft legally valid conditions to attach to COAs and present to HPC to discuss their utility and feasibility:</p> <p>a. engagement of Building Inspector in COA deliberations for major home renovations,</p> <p>b. requirement that new owners review an approved COA with staff if it hasn't been built,</p> <p>c. potential penalties for excessive delay and inactivity if warranted by past projects.</p> <p>4. Staff explore and explain the option of COA's expiring prior to building permit issuance.</p>	<p>1. Planning staff will work with the building department on issuing stop work orders for COA violations when appropriate.</p> <p>2. Staff has an escrow fee policy drafted. The HPC will have the opportunity to review and comment when the policy draft is finalized. The escrow fee policy will include code changes which need to be reviewed and approved by City Council.</p> <p>3. Staff has drafted the following condition that has been added to recent COAs <i>"All roofs, exterior walls, doors and windows are required to be kept weather tight through the construction process. This is to protect the integrity of the structure."</i></p> <p>a. The building official will review all COA applications for larger building projects to provide comment and clarify portions of the project for the HPC and their review.</p> <p>b. New owners would be required to follow the approved COA (with permission to use approved plans). If the plans change (i.e. elevations or building materials, etc.) a new COA would be required.</p> <p>c. Staff can't control the timing of a construction project. A building permit requires an inspection every 6 months to keep the permit active. Staff believes a potential escrow fee would keep structures protected from the elements.</p> <p>4. Staff is proposing that COAs expire within 1 year of approval from the HPC. This is the same timeline for variances that expire. This is a change/addition to the city code which will come to City Council for approval.</p>
Clarify the discrepancies	5. Staff will seek initial input from the HPC and subcommittee on unifying the	5. Staff will continue to work on potential code changes and changes to the plan of

in city documents as to when a COA is required in CCD.	instruction provided by code, POT, planning checklists, and comprehensive plan. Staff will explain the process for making these corrections and seek review and comment of changes.	treatment. This is necessary to clarify the process and process requirements. When the code and plan of treatment are drafted/amended staff will update the application checklists. Staff will solicit a review and comment for application requirements that significantly increase application costs for applicants and ask for City Council final approval.
Improve the application process.	<p>6. Staff review and update the application checklist and the HPC will review and comment.</p> <p>a. Add this requirement for street facing façade change COAs: Existing exterior elevations (or photos) of street facing facades, to scale.</p> <p>7. Staff will hold applications for COAs until all required information has been submitted, including sufficient detail on COA amendment applications for HPC to make an informed decision on alignment with the POT.</p> <p>8. Remove the 45-day COA timeline requirement and default to the state's 60-day rule. With the 60-day rule, the HPC will have to review and act on COA applications within 60 days of a complete application.</p>	<p>6. Application checklists will be updated to reflect code changes. Staff proposes that COA applications should be due 30 days prior to the HPC meetings, similar to variance applications, to verify there is enough time for the appropriate staff to review the application.</p> <p>a. This change will be made with the application checklist updates.</p> <p>7. Staff will only accept completed applications to ensure the 60-day clock starts when a complete application is received.</p> <p>8. Staff proposes to remove the 45-day COA timeline that is currently in the city code and default to the states 60-dy rule.</p>
<p>Build education tools that clarify and illustrate appropriate rehabilitation.</p> <p>[Note: both 9 and 10 are proposed work plan items under consideration.]</p>	<p>9. Create a decision tree schematic showing what types of construction work in the Country Club District trigger a COA. This would be utilized to educate HPC members, the public and developers.</p> <p>10. Solicit consultant support to create training materials using photos of homes built during 1924-1944 that are no longer contributing heritage resources and explaining why (i.e. excessive or inappropriate changes), as recommended in 2019 Country Club Re-Survey Report.</p>	<p>9. This is something that can be completed when code changes/process changes are approved and complete. This project should be a 2023 Planning Division work plan item and the HPC will review and comment.</p> <p>10. This will be added as a potential 2023 work plan item for the HPC. Engaging an additional consultant may have a funding impact to the Planning Division.</p>

Conclusion/Next Steps

Staff will continue drafting proposed changes to the city code and country club plan of treatment and will continue with the creation of a potential escrow fee policy. Once drafted, the potential code and plan of treatment, and escrow fee policy would go to the Heritage Preservation Commission for review and comment. The code and plan of treatment changes, and escrow fee policy, will need to be reviewed by the Planning Commission and ultimately approved by City Council.

The code changes and changes to the plan of treatment should be the first items to be completed. After those changes are approved, updated checklists, visuals, and education can be created based on the updated requirements and processes. The anticipated timeline for potential changes is to be reviewed and approved by the end of 2022 and implementation early 2023.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: IX.B.

To: Mayor and City Council

Item Type:
Report / Recommendation

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

Item Activity:

Subject: Resolution No. 2022-79: Approving Right-of-Way
Easement Vacation at 5304 Whiting Avenue

Action

ACTION REQUESTED:

Adopt Resolution No. 2022-79 approving right-of-way easement vacation at 5304 Whiting Avenue.

INTRODUCTION:

An application was received on August 1 requesting that a utility easement be vacated at 5304 Whiting Avenue.

The public hearing was closed at noon on September 12. No comments were received.

ATTACHMENTS:

Resolution No. 2022-79: Approving Right-of-Way Easement Vacation at 5304 Whiting Avenue

Public Hearing Notice

Application



**RESOLUTION NO. 2022-79
VACATING PUBLIC UTILITY EASEMENT
5304 WHITING AVENUE**

WHEREAS, an application was received on August 1, 2022, from Dennis Savory and Polly Savory of 5304 Whiting Avenue, requesting that the 5304 Whiting Avenue public utility easement be vacated; and

WHEREAS, two weeks published and posted notice was given and the hearing was held on September 7, 2022, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, the City Council has determined that the public utility easement is not needed for public purposes; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edina, Hennepin County, Minnesota:

1. That the following described public utility is hereby vacated:

The portion of the area on the recorded plat of Savory Addition, Hennepin County, Minnesota, designated as "utility easements" and described as follows: The North 10 feet of the East 24 feet of Lot 7, Block 2, Savory Addition, and the North 10 feet of Lot 8, Block 2, Savory Addition, Hennepin County, Minnesota

2. The vacation shall not affect the authority of any person, corporation, or municipality owning or controlling the electric or telephone poles and lines, gas and sewer lines, water pipes, mains and hydrants thereon or thereunder, if any, to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto.
3. That the Mayor and the City Manager are authorized to execute all documents necessary, in the opinion of the City Attorney, to affect the transfer of this property.

Adopted this 20th day of September, 2022.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

Attest: _____
Sharon Allison, City Clerk

Kevin Staunton, Acting 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 September 20, 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



Public Hearing Notice

City Council, 7 p.m. Wednesday, September 7

August 25, 2022

English:

This and other public hearing notices can be viewed online at EdinaMN.gov/PublicNotices.

Español:

Este y otros avisos de audiencia pública se pueden ver en línea en EdinaMN.gov/PublicNotices.

Soomaali:

Tan iyo ogeysiisyo kale oo dhagaysi dadweyne ayaa lagu daawan karaa onlayn ahaan EdinaMN.gov/PublicNotices.

Vacation of Utility Easement at 5304 Whiting Avenue

LEGAL DESCRIPTION OF EASEMENT:

The portion of the area on the recorded plat of Savory Addition, Hennepin County, Minnesota, designated as "utility easements" and described as follows: The North 10 feet of the East 24 feet of Lot 7, Block 2, Savory Addition, and the North 10 feet of Lot 8, Block 2, Savory Addition, Hennepin County, Minnesota.

REQUEST:

Vacate Utility Easement at 5304 Whiting Avenue.

HOW TO PARTICIPATE:

Public hearing input can be provided in a variety of ways to the Planning Commission and City Council.

Options 1 & 2 are available now:

1) Complete the Public Hearing Comment Form online at: 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 September 7 meeting,

1-800-374-0221. The Conference ID 949937.

4) Attend the meetings to provide testimony, City Hall Council Chambers, 4801 W. 50th St.

DEADLINES:

The City Council is scheduled to make a decision at its September 20 meeting.

FURTHER INFORMATION:

City of Edina Engineering, 7450 Metro Blvd, Edina, MN 55439, 952-826-0371

To view the proposed easement vacation, visit the Better Together Edina website for this specific project at:

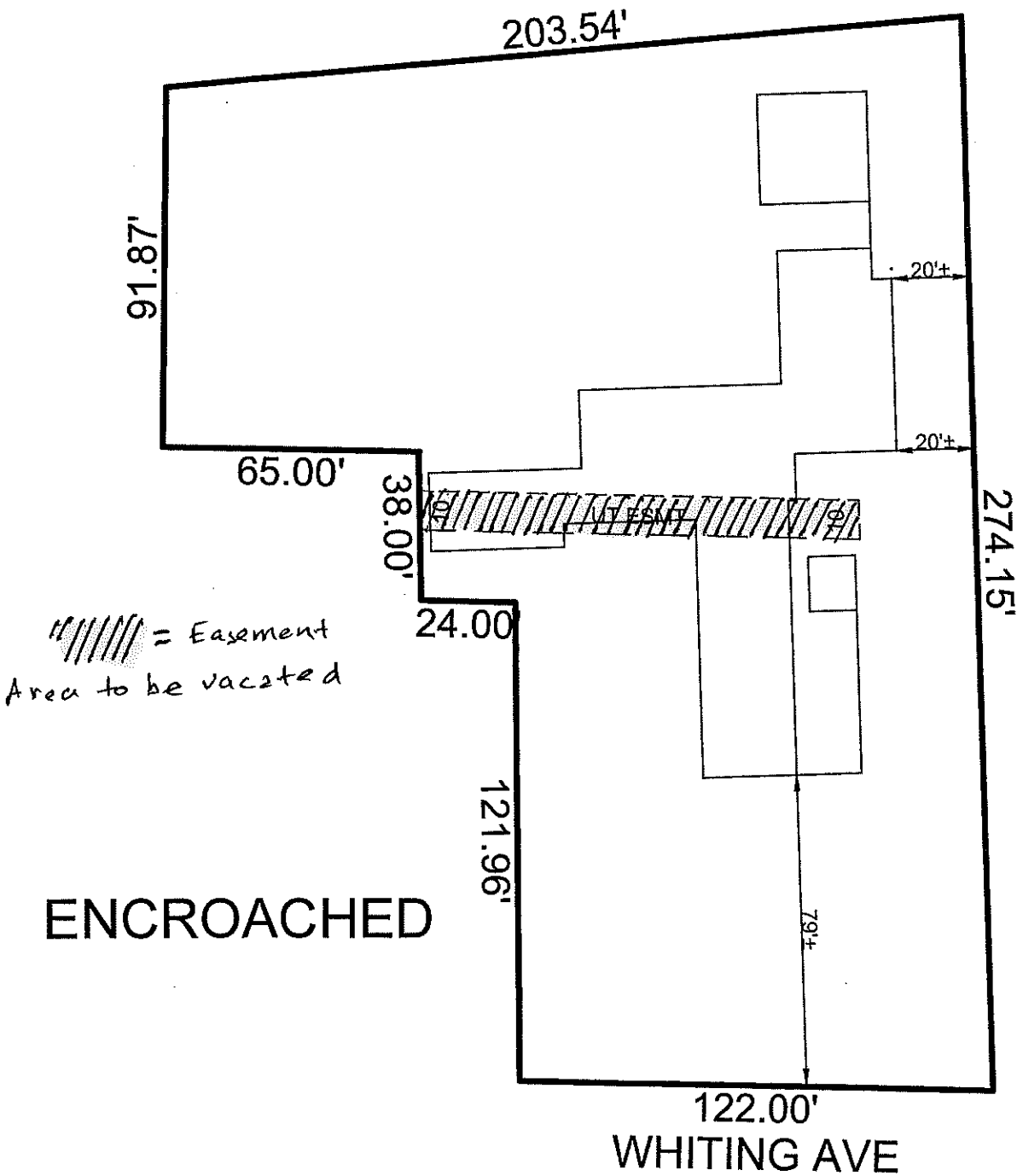
www.bettertogetheredina.org/5304-whiting-avenue



EPIC PROPERTY SERVICES, INC.

PROPERTY SKETCH

40 Scale



5304 WHITING AVE

EDINA

THIS IS NOT A SURVEY NOR SHOULD THIS BE USED AS A SURVEY TO LOCATE FUTURE IMPROVEMENTS. This drawing is for residential mortgage informational purposes only. The information relating to the property dimensions is based upon the recorded plat or maps in the county records. The improvements location and dimensions shown are approximate and based upon a visual inspection.





City Of Edina, Minnesota
ENGINEERING DEPARTMENT
7450 Metro Blvd, Edina, Minnesota 55439
Phone ☐ (952) 826-0371 Fax ☐ (952) 826-0392

PUBLIC RIGHT OF WAY VACATION APPLICATION

Applicant Dennis P. Savory and Polly M. Savory, c/o Mike Kallas, Attorney
Print Name

Address 5304 Whiting Avenue Edina, Minnesota 55439
Street City/State Zip

Telephone No. _____ Fax No. _____

I hereby petition the City Council of the City of Edina to vacate all of the following described public right of way pursuant to M.S. 412.851 and Edina Code Section 24-191:

- ☐ Street ☐ Alley ☒ Utility Easement
☐ Drainage Easement ☐ Other _____

Legal description of the area proposed to be vacated (*Please note all legal descriptions shall be transmitted electronically in a Word documents to the City of Edina Engineering Department: Liz Moore at moore@edinamn.gov*):

The portion of the area on the recorded plat of Savory Addition, Hennepin County, Minnesota, designated as "utility easements" and described as follows: The North 10 feet of the East 24 feet of Lot 7, Block 2, Savory Addition, and the North 10 feet of Lot 8, Block 2, Savory Addition, Hennepin County, Minnesota

Does the area proposed to be vacated or any part thereof terminate at or abut upon any public water?

☐ Yes ☒ No

Please note if the area requested to be vacated terminates at or abuts upon any public water, no vacation shall be made unless written notice of the petition is served by certified mail upon the commissioner of natural resources by the City of Edina thirty days before any Council action.

- **Attach a copy of a scaled drawing showing in full detail the area proposed to be vacated.**
- **Include the vacation fee of \$450.00 with your application.**

THE MINNESOTA DATA PRACTICES ACT requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not to the public. We are requesting this data to determine your eligibility for a license from the City of Edina. Providing the data may disclose information that could cause your application to be denied. You are not legally required to provide the data, however, refusing to supply the data may cause your license to not be processed. Under MS 270.72, the City of Edina is required to provide the Minnesota Department of Revenue your MN Tax ID Number and Social Security Number. The Department of Revenue may supply information to the Internal Revenue Service. In addition, this data can be shared by Edina City Staff, Department of Public Safety, Hennepin County Auditor, Bureau of Criminal Apprehension, Hennepin County Warrant Office, Ramsey County Warrant Office and other persons or entities deemed necessary for verification of information submitted in the application. Your signature on this application indicates you understand these rights.

I request that my residence address and telephone number be considered private data. My alternative address and telephone number are as follows:

Address _____ Telephone Number _____

Date Initiated 7/27/2022 Signature M. J. Kallas, Atty

09/25/2017

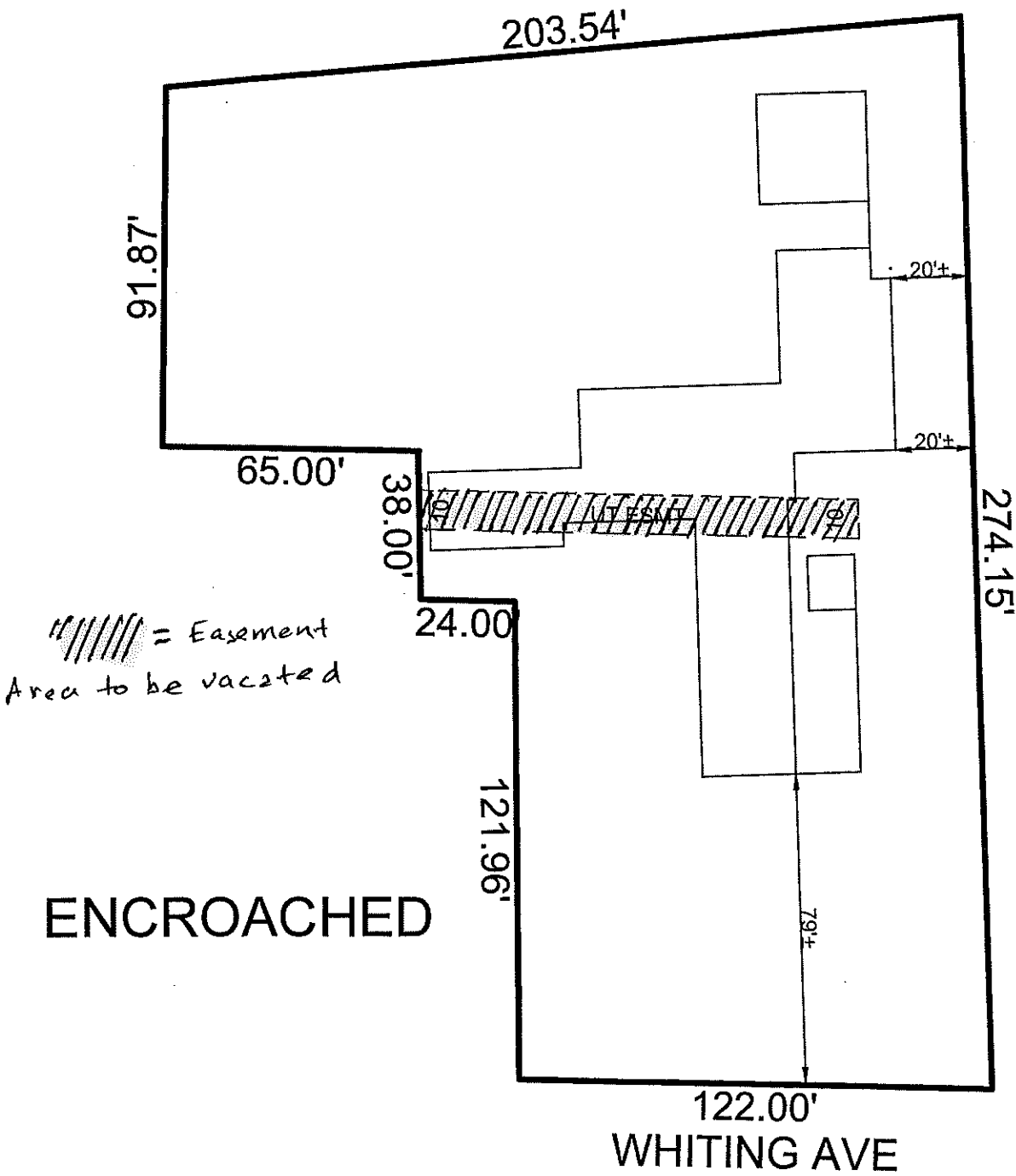
Account No. 1260.4341



EPIC PROPERTY SERVICES, INC.

PROPERTY SKETCH

40 Scale



5304 WHITING AVE

EDINA

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Legal Description
Vacating Utility Easement
5304 Whiting Avenue, Edina, MN 55439

The portion of the area on the recorded plat of Savory Addition, Hennepin County, Minnesota, designated as "utility easements" and described as follows: The North 10 feet of the East 24 feet of Lot 7, Block 2, Savory Addition, and the North 10 feet of Lot 8, Block 2, Savory Addition, Hennepin County, Minnesota



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: IX.C.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Scott H. Neal, City Manager

Subject: Ordinance No. 2022-12: Establishing a Municipal
Licensing and Regulatory System for THC-Infused
Edibles and Drinks

Item Activity:
Action

ACTION REQUESTED:

Approve Ordinance No. 2022-12, establishing a municipal licensing and regulatory system for THC-Infused edibles and drinks, and grant first reading.

INTRODUCTION:

The Council gave Ordinance 2022-12 a first reading and approval at your September 7 meeting. At the September 7 meeting, Council gave direction to staff to make amendments to the proposed penalty section of the ordinance. Staff have inserted the modified penalty schedule and now seeks second reading/final approval of Ordinance 2022-12. If adopted, the ordinance becomes effectively immediately.

ATTACHMENTS:

Ordinance No. 2022-12: THC Infused Edibles and Drinks

ORDINANCE NO. 2022-12

AN ORDINANCE ESTABLISHING A MUNICIPAL LICENSING AND REGULATORY SYSTEM FOR THC-INFUSED EDIBLES AND DRINKS

THE CITY COUNCIL OF EDINA ORDAINS:

Section 1: Chapter 12, Businesses, of the Edina City Code is amended to include the following;

ARTICLE XII. - SALE OF THC; LICENSING

DIVISION 1. - GENERALLY

Sec. 12-540. – Purpose.

The City Council finds that current state law of clarifying the sale of edible and non-edible tetrahydrocannabinol (“THC”) products has created a rapid introduction of new products into our community. The U.S. Surgeon General has offered guidance that THC products present a significant potential threat to public health, safety, and welfare, and particularly to youth and adolescents and their brain development.

While the sale of some edible and nonedible THC products is legal in Minnesota, marijuana remains a prohibited substance under federal law and therefore the partial legalization of THC products on a state level presents special challenges.

The Council finds that there is a public health necessity for regulation related to sales and distribution of THC Products within the City. To balance the interests of effectively regulating THC Products while not placing an undue burden upon businesses, the City Council finds that a licensing model is most appropriate to ensure compliance with the laws and business standards of City and state.

The City Council desires to prevent young people from consuming THC illegally and to ensure that retailers sell legal THC products in a safe manner to persons of who are of legal age to consume them.

This section does not apply to any product dispensed by a registered medical cannabis manufacturer pursuant to Minn. Stat. §152.22 to 152.37.

Sec. 12-541. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Minor means any natural person who has not yet reached the age of 21 years.

Movable place of business means any form of business operated out of a truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address storefront or other permanent type of structure authorized for sales transactions.

Place of Worship means church, synagogue, temple, mosque, or other facility used for religious services.

Retail sale means any transfer of goods for money, trade, barter or other consideration.

School means a building used for the purpose of elementary or secondary education, which meets all the requirements of compulsory education laws of the State of Minnesota, and not providing residential accommodations.

THC is the chemical compound tetrahydrocannabinol whether derived naturally or synthetically from the cannabis plant.

THC-related product or THC-related device means any products containing THC that is intended for human consumption or to enable human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a THC product, including, but not limited to, joints, blunts, edibles, flowers, buds, tinctures, and other kinds and forms of THC. This includes electronic delivery devices.

Vending machine means any mechanical, electric or electronic, or other type of device which dispenses THC or THC-related products or THC-related devices upon the insertion of money, tokens or other form of payment directly into the machine by the person seeking to purchase the THC, THC-related product or THC-related devices.

DIVISION 2. - LICENSE

Sec. 12-542. - Required.

No person shall keep THC, THC-related products or THC-related devices for retail sale or sell THC, THC-related products or THC-related devices at retail in the city without first obtaining a license from the city. No license shall be issued for the sale of THC, THC-related products or THC-related devices:

- (1) at a movable place of business
- (2) from a vending machine or
- (3) to a person under the age of 21.

Sec. 12-543 - License procedure.

The provisions of Sections 12-19 to 12-68 of this city code shall apply to all licenses required by this article and to the holders of such licenses, except that licenses shall be issued or denied by the sanitarian. The applications for a license shall be on forms provided by the sanitarian and shall be accompanied by the fee set forth in section 2-724.

Sec. 12-544. - Term of license.

Each license issued pursuant to this article shall expire on March 31 of each calendar year.

DIVISION 3. - RULES AND REGULATIONS

Sec. 12-545. – Licensee Violations.

It shall be a violation of this article for any person to sell or offer to sell any THC, THC-related products or THC-related devices:

- (1) To any person under the age of 21 years.
- (2) By means of any type of vending machine.
- (3) From a movable place of business
- (4) By means of self-service merchandising whereby the customer does not need to make a verbal or written request to an employee of the licensed premises in order to receive the THC, THC-related products or THC-related devices. All such products shall be stored behind a counter or other area not freely accessible to customers.
- (5) Containing any chemical compound or drug that is otherwise a controlled substance under Minnesota law, Minn. Stat. §152.02 subd. 2.
- (6) By any other means or to any other person prohibited by state or other local laws, ordinances or other regulations.
- (7) That fails to meet the labelling requirements as established in Minn. Stat. §151.72 subds. 5 and 5a.
- (8) That fails to meet the testing requirements as established in Minn. Stat. §151.72 subd. 4.

Sec. 12-546. Responsibility for sales.

The license holder is responsible for all actions occurring on the licensed premises. Actions of employees at the licensed establishment regarding the sale of any THC, THC-related products or THC-related devices shall be considered a sale by the licensed owner.

Sec. 12-547. - Sampling.

Sampling or consumption of THC, THC-related products or THC-related devices within an establishment selling any THC, THC-related products or THC-related devices is prohibited. All products must remain sealed while on the licensed premises.

Sec. 12-548. - Use of false identification.

No person under the age of 21 shall attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Sec. 12-549. - Compliance checks and inspections.

(a) All licensed premises shall be open to inspection by the city and other authorized officials during regular business hours.

(b) From time to time, but at least once per year, the city shall conduct compliance checks by engaging, with persons over 15 years but less than 21 years, to enter the licensed premises to attempt to purchase THC, THC-related products or THC-related devices.

(1) Prior written parental consent is required for any minor who participates in a compliance check.

(2) Persons used for the purpose of compliance checks shall be supervised by designated law enforcement officers or other designated city personnel.

(3) Persons used for compliance checks shall not be guilty of the unlawful purchase or attempted purchase, nor unlawful possession of THC, THC-related products or THC-related devices when such items are obtained or attempted to be obtained as part of the compliance check.

(4) No person used in the compliance checks shall attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check shall answer all questions about the person's age for which he or she is asked.

(c) Nothing in this article shall prohibit compliance checks authorized by state or federal laws for educational, research or training purposes, or required for the enforcement of a particular state or federal law.

DIVISION 4. - ENFORCEMENT; PENALTIES

Sec. 12-550. - Violations.

The notification and hearing process set forth in this division will apply to violations of this article.

Sec. 12-551. - Notice.

Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violations and which shall inform the alleged violator of his rights to be heard on the accusation.

Sec. 12-552. - Hearings.

If a person accused of violating this division so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator.

Sec. 12-553. - Hearing officer.

The city council shall serve as the hearing officer until such time a hearing officer is appointed by the city council.

Sec. 12-554. - Decision.

If the hearing officer determines that a violation of this article did occur, that decision along with the reasons for finding a violation and the penalty to be imposed under section 12-558, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the

hearing finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.

Sec. 12-555. - Appeals.

Appeals of any decision made by the hearing officer shall be filed in Hennepin County district court.

Sec. 12-556. - Misdemeanor prosecution.

Nothing in the article shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this article. If the city elects to seek misdemeanor prosecution, an administrative penalty may also be imposed.

Sec. 12-557. - Continued violation.

Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

Sec. 12-558. - Penalties.

The following administrative penalties will be applied as set forth in this section:

(1) Licensees. Any licensee found to have violated this article, or whose employee shall have violated this article, shall be charged an administrative fine of:

a. \$500.00 for the first violation of this article;

b. \$1,000.00 for the second offense at the same licensed premises within a 36-month period;

c. \$1200.00 for a third offense at the same location within a 36-month period and the license shall be suspended for not less than seven days; and

d. \$1500.00 for a fourth offense at the same location within a 36-month period. In addition, after the fourth offense, the license shall be revoked.

(2) Other individuals. Other individuals, other than minors regulated by subsection (3) of this section, found to be in violation of this article shall be charged an administrative fee of \$50.00.

(3) Underage persons. Persons under 21 years of age who use false identification to purchase or attempt to purchase, THC, THC-related products or THC-related devices shall be guilty of a misdemeanor.

(4) Misdemeanor. Nothing in this article shall prohibit the city from seeking prosecution as a misdemeanor for any violation of this article.

First Reading: Sept. 7, 2022

Second Reading: Sept. 20, 2022

ATTEST:

Sharon Allison, City Clerk

James B. Hovland, Mayor

Please publish in the Edina Sun Current on: Send one affidavit of publication. Bill to Edina City Clerk



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: IX.D.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Scott H. Neal, City Manager

Item Activity:
Action

Subject: Resolution No. 2022-84: Adopting the Proposed Budget and Establishing the Proposed Tax Levy Payable in 2023

ACTION REQUESTED:

Adopt Resolution No. 2022-84 approving the proposed Budget and establishing the proposed Tax Levy payable in 2023.

INTRODUCTION:

M.S. 275.065 requires that the City adopt a proposed budget and levy and certify the proposed levy to the county auditor by September 30. The county auditor will use this information to prepare and send parcel specific notices between November 11 to 24. The City is also required to certify the final property tax levy to the county by December 27, 2022.

The final levy may be less than or equal to, but not higher, than the preliminary levy. The attached resolution sets the maximum proposed 2023 tax levies at \$49,610,800. The HRA adopted a proposed tax levy of \$244,400 at their meeting on September 15.

The total of all levies including the HRA would result in an overall levy increase of 9.89% percent. The impact of the proposed levy on the median value home (\$659,900 in 2023) is a 3.15% decrease in city property taxes to \$1,971 annually (\$164/month).

ATTACHMENTS:

Resolution No. 2022-84 Adopting the Proposed Budget and Establishing the Proposed Tax Levy Payable in 2023

2023 Preliminary Tax Levy

Staff Presentation

**RESOLUTION NO. 2022-84
A RESOLUTION ADOPTING THE PROPOSED
BUDGET FOR THE CITY OF EDINA FOR YEAR 2023,
AND ESTABLISHING THE PROPOSED
TAX LEVY PAYABLE IN 2023**

THE CITY COUNCIL OF THE CITY OF EDINA, MINNESOTA, DOES RESOLVE AS FOLLOWS:

Section 1. That there is proposed to be levied upon all taxable real and personal property in the City of Edina, a tax rate sufficient to produce the amount as follows:

FOR GENERAL FUND	\$39,820,200
FOR CONSTRUCTION FUND	\$6,560,400
LEVY FOR PAYMENT OF CIP PLAN BONDS – SERIES 2016A (Fire)	\$403,000
LEVY FOR PAYMENT OF CIP PLAN BONDS – SERIES 2021B (PW)	\$1,269,000
LEVY FOR PAYMENT OF HRA PUBLIC PROJECT BONDS – SERIES 2014 (Dome)	\$1,166,000
LEVY FOR PAYMENT OF HRA PUBLIC PROJECT BONDS – SERIES 2015A (Gym)	\$392,000
 TOTAL TAX CAPACITY LEVY	 \$49,610,600

Section 2. That the preliminary 2023 budget for the City of Edina is as follows:

TOTAL REVENUES – GOVERNMENTAL FUNDS	\$82,485,325
TOTAL EXPENDITURES – GOVERNMENTAL FUNDS	\$82,456,086
TOTAL REVENUES – ENTERPRISE FUNDS	\$58,007,909
TOTAL EXPENDITURES – ENTERPRISE FUNDS	\$54,541,151
TOTAL REVENUES – INTERNAL SERVICE FUNDS	\$ 6,991,192
TOTAL EXPENDITURES – INTERNAL SERVICE FUNDS	\$ 6,875,810

Approved this 20th day of September 2022.

Attest: _____
Sharon Allison, City Clerk

Kevin Staunton, Acting 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 September 20, 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
Proposed Tax Levies**

	2019	2020	2021	Budget 2022	Budget 2023
General Fund Levies					
General Operating Levy	\$ 30,009,121	\$ 32,021,243	\$ 33,986,471	\$ 36,708,036	\$ 39,820,200
General Fund Subtotal	30,009,121	32,021,243	33,986,471	36,708,036	39,820,200
Increase From Prior Year (%)	5.32%	6.71%	6.14%	8.01%	8.48%
Arts and Culture Fund Levies					
Arts and Culture	20,000	20,000	20,000	-	-
Arts and Culture Fund Subtotal	20,000	20,000	20,000	-	-
Increase From Prior Year (%)	0.00%	0.00%	0.00%	-100.00%	
Debt Service Fund Levies					
City Hall Debt Service	952,000	952,000	-	-	-
Gymnasium Debt Service	390,000	391,000	392,000	392,000	392,000
Fire Station Debt Service	406,000	402,000	402,000	403,000	403,000
Public Works Facility Debt Service	1,695,000	1,688,000	1,695,000	1,269,000	1,269,000
Sports Dome	1,168,900	1,163,300	1,162,400	1,168,000	1,166,000
Debt Service Fund Subtotal	4,611,900	4,596,300	3,651,400	3,232,000	3,230,000
Increase From Prior Year (%)	0.70%	-0.34%	-20.56%	-11.49%	-0.06%
Construction Fund Levies					
Capital Improvement Plan Levy	300,000	800,000	2,000,000	2,000,000	2,000,000
Equipment Levy	1,930,000	2,030,000	2,130,000	2,240,000	2,350,000
Street Special Levy				950,000	1,210,400
Weber Woods*	400,000	-	-	-	-
Special Park Improvement Levy	-	-	-	-	1,000,000
Construction Fund Subtotal	2,630,000	2,830,000	4,130,000	5,190,000	6,560,400
Increase From Prior Year (%)	2.45%	7.60%	45.94%	25.67%	26.40%
HRA Fund Levies					
HRA Operating Levy	160,000	192,000	230,400	237,300	244,400
HRA Fund Subtotal	160,000	192,000	230,400	237,300	244,400
Increase From Prior Year (%)	28.00%	20.00%	20.00%	2.99%	2.99%
Total Property Tax Levy	\$ 37,431,021	\$ 39,659,543	\$ 42,018,271	\$ 45,367,336	\$ 49,855,000
Increase From Prior Year (%)	4.60%	5.95%	5.95%	7.97%	9.89%



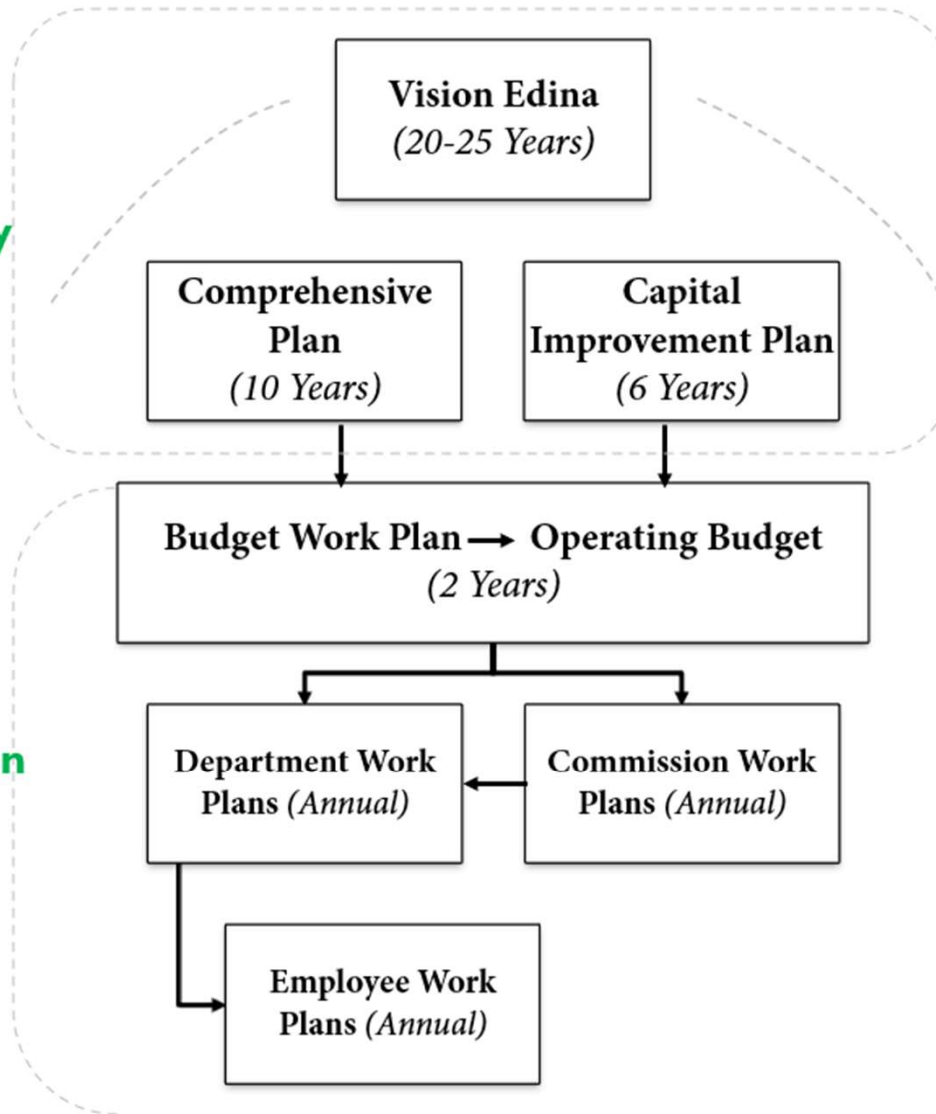
The CITY of
EDINA

2023 Draft Preliminary Budget Levy and 2023-2028 Draft Capital Improvement Plan

September 20, 2022

Strategic Policy

Implementation Level



The CITY of
EDINA



The CITY of
EDINA

Biennial Budget Process

2022 (Even Year)

First year of 2022–
2023 Budget

Review/approve of
2023–2028 CIP

2023 (Odd Year)

Second year of 2022–
2023 Budget

Approve 2024–2025
budget, including CIP
levy

Budget Pillars



City infrastructure, facilities, technology, and equipment meets community needs now and in the future.



City planning fosters healthy, connected, sustainable development that enriches the lives of current and future residents.



City services enhance the safety, wellbeing, and quality of life experienced in Edina.



City government fosters an inclusive, informed and engaged community.



The CITY of
EDINA



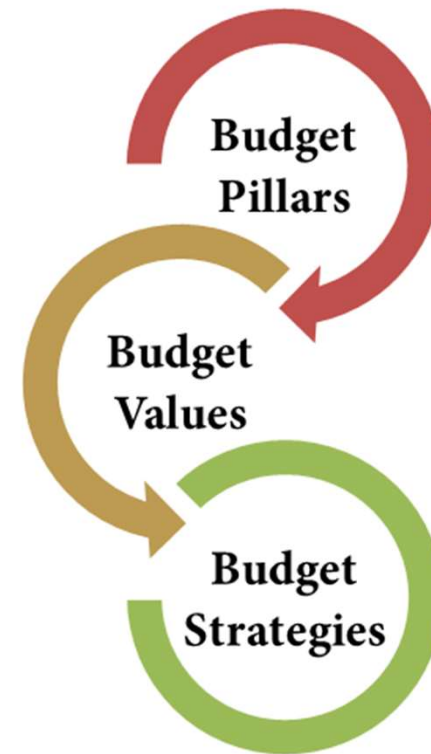
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EDINA

Budget Goals and Values

Budget Pillars: The broad goals that must be achieved by every budget.

Budget Values: The beliefs that guide decision-making.

Budget Strategies: The specific actions, projects, and targets to strengthen the pillars in this two-year budget.



Budget Values



The CITY of
EDINA

Stewardship

- We make wise investments that focus on the best long-term value for residents.

Equity

- We provide equitable opportunities for people to participate in their City government and access City institutions, facilities, and services.

Health

- We use a Health-in-All Policies approach to promote and protect the physical, mental, and social wellbeing of all people who live, work, or visit Edina.

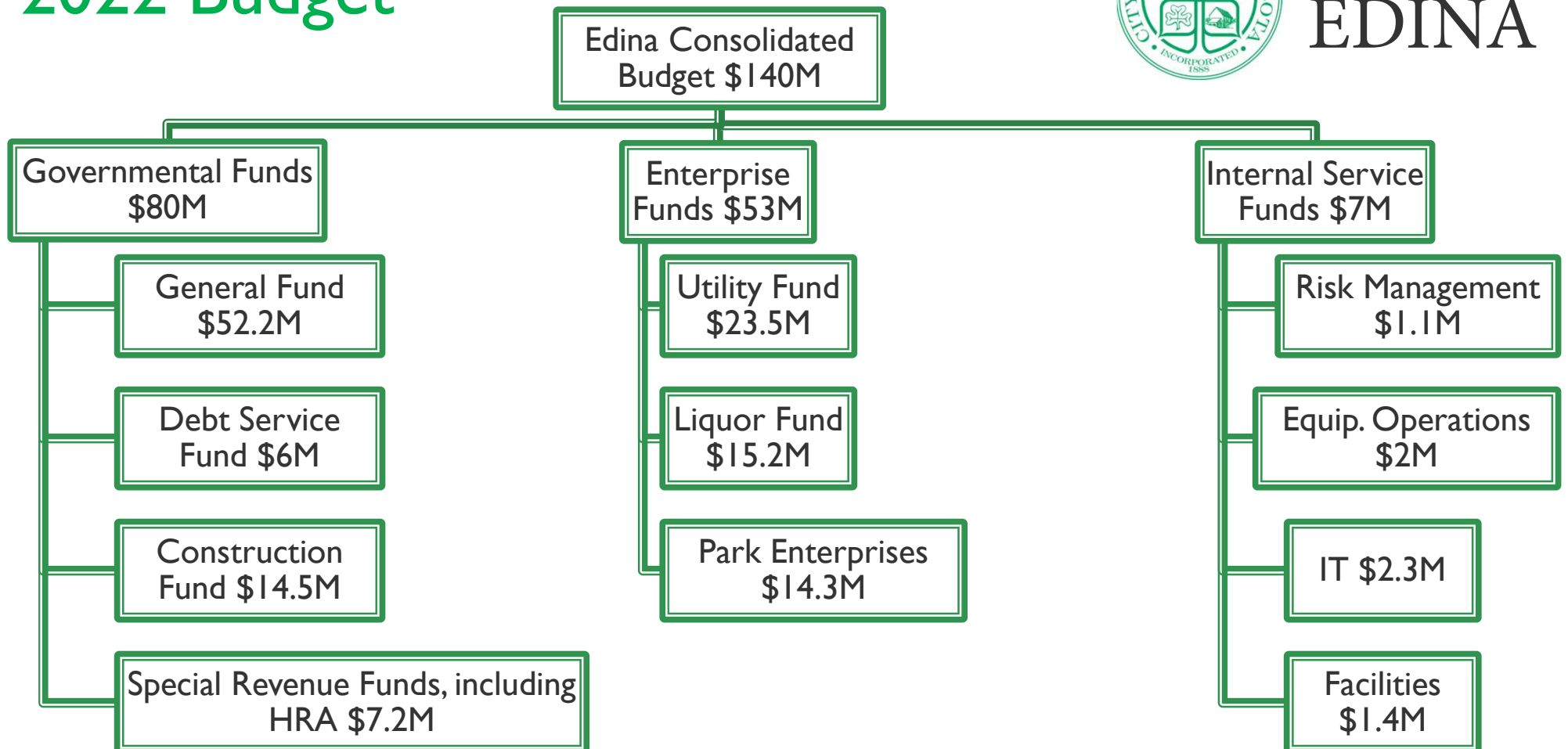
Sustainability

- We ensure that our policies, decisions, and plans have a positive impact on people and the planet now and for future generations.

2022 Budget



The CITY of
EDINA



Approved Tax Levy



The CITY of
EDINA

	2021	2022	2023
General Fund	\$ 33,986,471	\$ 36,708,036	\$ 38,947,298
	6.14%	8.01%	6.10%
Arts/Culture	\$ 20,000	\$ -	\$ -
	0%	-100%	N/A
Debt Service	\$ 3,651,400	\$ 3,232,000	\$ 3,230,000
	-20.56%	-11.49%	-0.06%
Construction	\$ 4,130,000	\$ 4,240,000	\$ 4,350,000
	45.94%	2.66%	2.59%
Special Street	\$ -	\$ 950,000	\$ 1,210,400
	0%	N/A	27.41%
HRA	\$ 230,400	\$ 237,300	\$ 244,400
	20.00%	2.99%	2.99%
Total Tax Levy	\$ 42,018,271	\$ 45,367,336	\$ 47,982,098
% Increase	5.95%	7.91%	5.76%

Changes Since December 2021



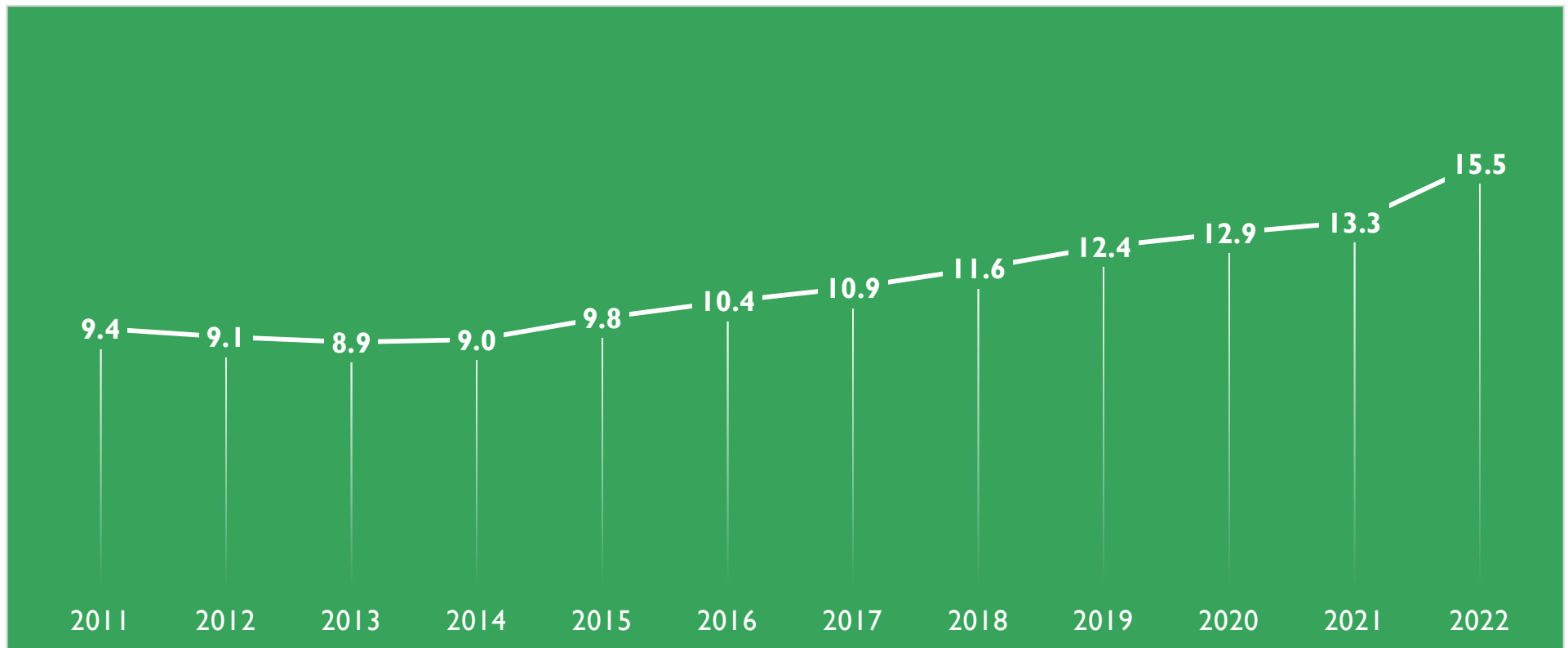
The CITY of
EDINA

- Increased competition, wages, and labor shortages,
Budgeted 2.0% in 2022 and 3.0% in 2023, market was significantly higher
Union contracts settled at 2.0% (2022) and 4.25% (2023)
Workers' compensation increases primarily due to public safety
- Estimated market value increased significantly by 12.4% and the Median Value Home increased 15%
Opportunity to increase investment in capital needs while still reducing property taxes for individual home owners



The CITY of
EDINA

Estimated Market Value (B)



	Budget 2021	Approved Budget 2022 Budget 2023		Preliminary Budget 2023	Change 2022 to 2023
General Fund Levies					
General Operating Levy	\$33,986,471	\$36,708,036	\$38,947,298	\$ 39,820,200	
General Fund Subtotal	33,986,471	36,708,036	38,947,298	39,820,200	3,112,164
Increase From Prior Year (%)	6.14%	8.01%	6.10%	2.24%	8.48%
Arts and Culture Fund Levies					
Arts and Culture	20,000	-			
Arts and Culture Fund Subtotal	20,000	-		-	
Increase From Prior Year (%)	0.00%	-100.00%			
Debt Service Fund Levies					
Gymnasium Debt Service	392,000	392,000	392,000	392,000	
Fire Station Debt Service	402,000	403,000	403,000	403,000	
Public Works Facility Debt Service	1,695,000	1,269,000	1,269,000	1,269,000	
Sports Dome	1,162,400	1,168,000	1,166,000	1,166,000	
Debt Service Fund Subtotal	3,651,400	3,232,000	3,230,000	3,230,000	(2,000)
Increase From Prior Year (%)	-20.56%	-11.49%	-0.06%	0.00%	-0.06%
Construction Fund Levies					
Capital Improvement Plan Levy	2,000,000	2,000,000	2,000,000	2,000,000	
Equipment Levy	2,130,000	2,240,000	2,350,000	2,350,000	
Street Special Levy		950,000	1,210,400	1,210,400	
Special Park Improvement Levy	-	-	-	1,000,000	
Construction Fund Subtotal	4,130,000	5,190,000	5,560,400	6,560,400	1,370,400
Increase From Prior Year (%)	45.94%	25.67%	7.14%	17.98%	26.40%
HRA Fund Levies					
HRA Operating Levy	230,400	237,300	244,400	244,400	
HRA Fund Subtotal	230,400	237,300	244,400	244,400	7,100
Increase From Prior Year (%)	20.00%	2.99%	2.99%	0.00%	2.99%
Total Property Tax Levy	\$42,018,271	\$45,367,336	\$47,982,098	\$ 49,855,000	\$ 4,487,664
Increase From Prior Year (%)	5.95%	7.97%	5.76%	3.90%	9.89%



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2023 Estimated Levy Impacts



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- The 2021 median valued home of \$571,800 (MVH) pays about \$142 per month in property taxes to fund all City provided services for the 2022 tax year.
- The 2022 MVH has increased by 15% to \$ **659,900** and overall EMV increased 12.4% for taxes payable in 2023.
- With a 9.89% property tax levy increase, the effect on the 2023 MVH would be about a:
 - 3.15% decrease in City property taxes.
 - \$64.06 decrease per year, or savings of about \$5.34 per month.

PROPOSED 2023 Preliminary Tax Levy



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- **Additional \$872,902 General Operating Levy**
General wage increases, market adjustments, worker's compensation increases and all other inflationary increases
- **Additional \$1,000,000 Special Park Improvement Levy**
Capital Needs for Parks and Recreation Facilities

2023 Estimated Levy Impact



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Edina Median Value Home		
2021	2022	Change
\$547,800	\$659,900	15%

Edina Estimated Market Value		
2021	2022	Change
\$13.3M	\$15.5M	12.4%

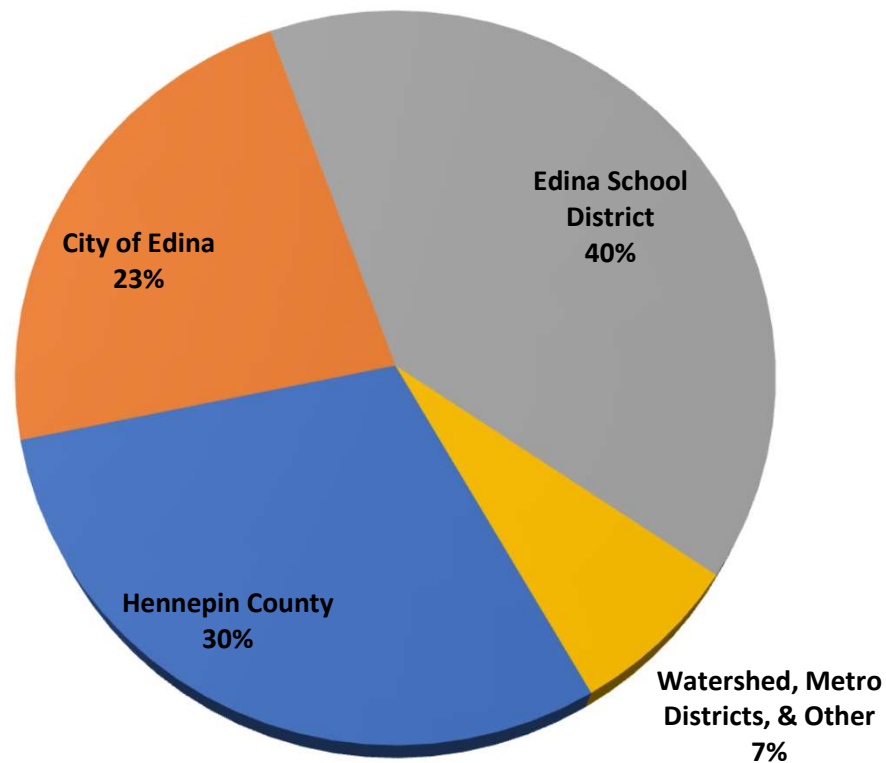
2023 Proposed Preliminary Levy Increase of 9.89%

Median Value Home	2022 Paid (Monthly)	2023 Proposed (Monthly)	% Decrease	\$ Decrease
\$571,800	\$142	\$138	-2.8%	-\$4
\$659,900	\$164	\$159	-3.5%	-\$5

2022 Property Tax Distribution



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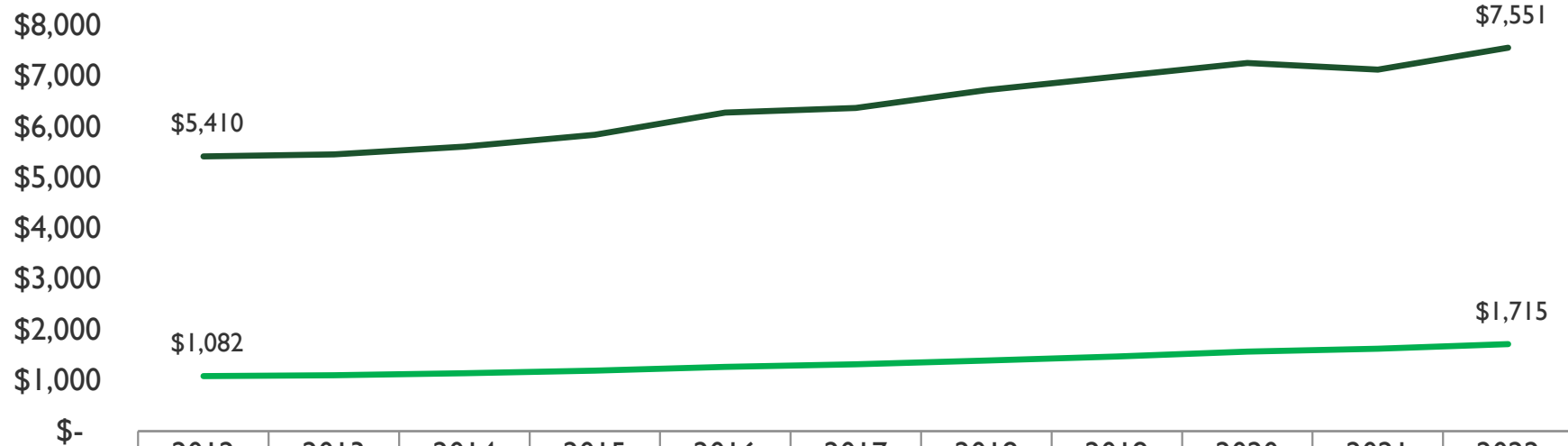




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Property Tax History

"Median" Value Home



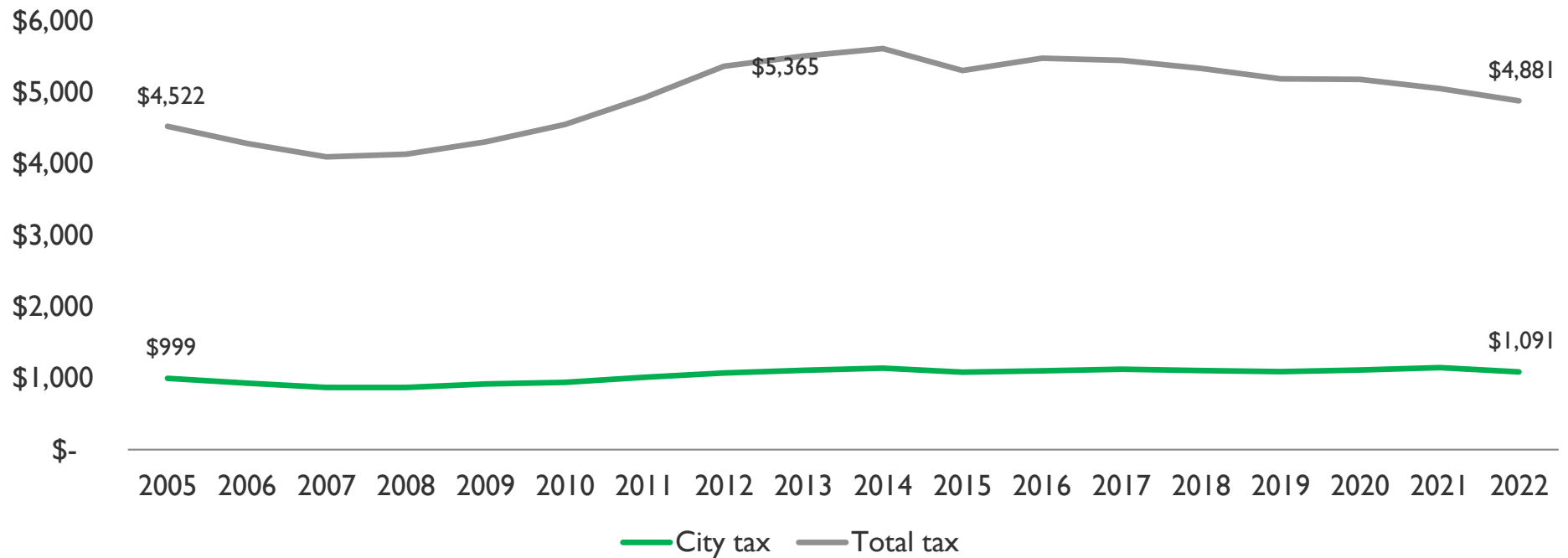
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
City tax	\$1,082	\$1,102	\$1,140	\$1,195	\$1,266	\$1,319	\$1,393	\$1,474	\$1,566	\$1,623	\$1,715
Total tax	\$5,410	\$5,449	\$5,606	\$5,835	\$6,276	\$6,367	\$6,715	\$6,982	\$7,251	\$7,119	\$7,551
Median Value	\$403,100	\$396,300	\$399,700	\$438,800	\$457,300	\$466,500	\$501,000	\$530,650	\$548,500	\$551,300	\$571,800

Property Tax History



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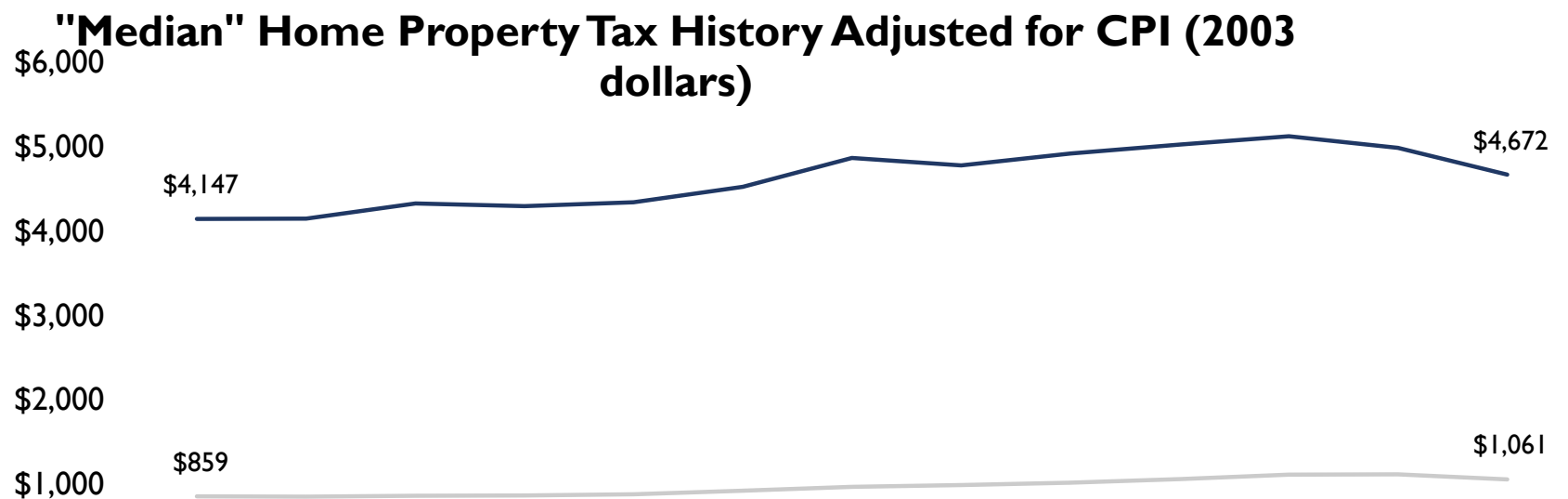
\$400,000 Edina Home Property Tax History





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Median Home – CPI Adjusted



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Median Value	\$432,700	\$411,500	\$403,100	\$396,300	\$399,700	\$438,800	\$457,300	\$466,500	\$501,000	\$530,650	\$548,500	\$551,300	\$571,800
— Total City (2003 dollars)	\$859	\$854	\$867	\$869	\$884	\$927	\$972	\$991	\$1,021	\$1,062	\$1,115	\$1,117	\$1,061
— Total Tax (2003 dollars)	\$4,147	\$4,153	\$4,333	\$4,298	\$4,347	\$4,527	\$4,872	\$4,782	\$4,922	\$5,030	\$5,128	\$4,992	\$4,672

Projected CIP Levy



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	Budget	Approved		Preliminary	Change	Projection	Projection	Projection	Projection	Projection	Projection
	2021	Budget	Budget	Budget	2022 to 2023	2024	2025	2026	2027	2028	2029
		2022	2023	2023							
Debt Service Fund Levies											
Gymnasium Debt Service	392,000	392,000	392,000	392,000		392,000	398,000	-	-	-	-
Fire Station Debt Service	402,000	403,000	403,000	403,000		403,000	406,000	403,000	404,000	-	-
Public Works Facility Debt Service	1,695,000	1,269,000	1,269,000	1,269,000		1,508,000	1,512,000	1,508,000	1,506,000	1,506,000	456,750
Sports Dome	1,162,400	1,168,000	1,166,000	1,166,000		1,168,700	1,165,100	1,166,100	1,166,400	1,164,800	1,166,400
Fire Station 2 Debt Service*							2,304,800	3,086,700	3,090,200	3,091,400	3,089,100
Debt Service Fund Subtotal	3,651,400	3,232,000	3,230,000	3,230,000	(2,000)	3,471,700	5,785,900	6,163,800	6,166,600	5,762,200	4,712,250
Increase From Prior Year (%)	-20.56%	-11.49%	-0.06%	0.00%	-0.06%	7.48%	66.66%	6.53%	0.05%	-6.56%	-18.22%
Construction Fund Levies											
Capital Improvement Plan Levy	2,000,000	2,000,000	2,000,000	2,000,000		2,000,000	2,000,000	2,400,000	2,400,000	3,000,000	4,000,000
Equipment Levy	2,130,000	2,240,000	2,350,000	2,350,000		2,470,000	2,590,000	2,720,000	2,860,000	3,000,000	3,150,000
Street Special Levy		950,000	1,210,400	1,210,400		1,480,840	1,761,600	2,053,000	2,355,400	2,669,000	2,994,200
Special Park Improvement Levy	-	-	-	1,000,000		1,000,000	400,000	400,000	400,000	400,000	1,000,000
Construction Fund Subtotal	4,130,000	5,190,000	5,560,400	6,560,400	1,370,400	6,950,840	6,751,600	7,573,000	8,015,400	9,069,000	11,144,200

*Future Fire Station 2 debt service levy is an estimate



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Next Steps

- Certify Preliminary Tax Levy tonight
- Based on Council input, continue to refine budget
- Public Hearing and adoption of 2023 Budget/Levy and CIP on Dec. 6

Questions/Discussion



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CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: X.A.

To: Mayor and City Council

Item Type:

Minutes

From: Grace Hancock, Sustainability Manager

Item Activity:

Subject: Minutes: Energy & Environment Commission Aug.
11, 2022

Information

ACTION REQUESTED:

Information only.

INTRODUCTION:

Receive the August 11, 2022, minutes of the Energy & Environment Commission.

ATTACHMENTS:

EEC Minutes: August 11, 2022

Agenda
Energy and Environment Commission
City Of Edina, Minnesota
City Hall - Mayors Conference Room
Meeting will take place in person. Masks are optional.
Thursday, August 11, 2022
7:00 PM

I. Call To Order

- Chair Martinez called the meeting to order at 7:04pm.

II. Roll Call

Answering roll call were Chair Martinez, Vice Chair Horan, Commissioners Haugen, Lanzas, Lukens, Tessman and Schima

Late: Commissioner Dakane arrived at 7:11pm

Absent: Commissioners Haugen, Hovanec, and Student Commissioner Shumway

III. Approval Of Meeting Agenda

Motion by Michelle Horan to Approve Meeting Agenda. Seconded by Hilda Martinez Salgado. Motion Carried.

IV. Approval Of Meeting Minutes

A. Minutes: Energy and Environment Commission July 14, 2022

Motion by Cory Lukens to Approve Meeting Minutes. Seconded by Hilda Martinez Salgado. Motion Carried.

V. Special Recognitions And Presentations

A. Special Presentation: Time of Sale Energy Disclosure

- EEC received an informational presentation from Center for Energy and Environment on the topic of Time of Sale Energy Disclosure.

VI. Community Comment

- No community comment was received

During "Community Comment," the Board/Commission will invite residents to share relevant issues or concerns. Individuals must limit their comments to three minutes. The Chair may limit the number of speakers on the same issue in the interest of time and topic. Generally speaking, items that are elsewhere on tonight's agenda may not be addressed during Community Comment. Individuals should not expect the Chair or Board/Commission Members to respond to their comments tonight. Instead, the Board/Commission might refer the matter to staff for consideration at a future meeting.

VII. Reports/Recommendations

A. 2022 WP #1: Support Natural Habitat

- EEC voted to approve the EEC proposed amendment to City ordinance regarding residential tree protection, and to approve the ETC proposed ordinance regarding boulevard tree management.
 - EEC asked staff to review language regarding whether the escrow "may" or "shall" be applied, and asked staff to review the practicality of the 36 month arborist review of trees in place to fully recover escrow available. These issues will be addressed in the accompanying staff memo to Council.
- EEC agreed that these ordinance proposals should be advanced to Council for their consideration and approval.

Motion by Hilda Martinez Salgado to Approve proposed tree ordinances for advancement to Council. Seconded by Stephen Schima. Motion Carried.

B. Monthly call for communication requests

- Staff Liaison Hancock called for any communication requests from the EEC pertaining to their work plan initiatives.
 - Commissioners asked how the public was being notified about watering restrictions, and if the City could increase its communication on the topic.
 - Commissioners asked if residents receive an annual mailer related to a "recycling refresher."

C. 2023 Workplan Development Discussion

- EEC finalized a list of 2023 work plan initiative proposals. EEC agreed to prioritize the initiatives via email ahead of their September meeting where the work plan will be approved for submittal to Council.

VIII. Chair And Member Comments

- Chair Martinez invited all Members to make comments around the room.

IX. Staff Comments

X. Adjournment

- The EEC meeting was adjourned at 8:55pm.

Motion by Bayardo Lanzas to Adjourn. Seconded by Hilda Martinez Salgado. Motion Carried.

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: September 20, 2022

Agenda Item #: X.B.

To: Mayor and City Council

Item Type:

Minutes

From: Perry Vetter, Parks & Recreation Director

Item Activity:

Subject: Minutes: Parks & Recreation Commission Aug. 8, 2022

Information

ACTION REQUESTED:

Receive the minutes from the Aug. 8, 2022, Parks & Recreation Commission meeting.

INTRODUCTION:

See attached minutes.

ATTACHMENTS:

Minutes: Parks & Recreation Commission Aug. 8, 2022



Minutes
City of Edina, Minnesota
Edina Parks & Recreation Commission
Braemar Golf Course
Aug. 8, 2022
7 p.m.

I. Call to Order

Vice-chair Good called the meeting to order at 7:01 p.m.

II. Roll Call

Answering roll call were Commissioners Doscotch, Good, Pfuhl, Spanhake, Strother and Welsh

Absent: Commissioners Weaver, Ites, Haas and Student Commissioners Jha and Presthus

Staff present: Staff Liaison Perry Vetter, Assistant Director Parks and Natural Resources Tom Swenson, Assistant Director Recreation & Facilities Tracy Petersen, Administrative Coordinator Janet Canton, Parks Intern Rachel Salzer and Economic Development Manager Bill Neuendorf

III. Approval of Meeting Agenda

Change in meeting agenda removing Item VII.B., Centennial Lakes Park Update.

Motion made by Doscotch to approve the Aug. 8, 2022 meeting agenda as amended. Motion seconded by Spanhake. Motion carried.

IV. Approval of Meeting Minutes

A. Parks & Recreation Commission May 10, 2022

Motion made by Pfuhl to approve the May 10, 2022 minutes. Motion seconded by Strother. Motion carried.

B. Parks & Recreation Commission June 14, 2022

Motion made by Doscotch to approve the June 14, 2022 minutes. Motion seconded by Welsh. Motion carried.

V. Special Recognitions and Presentations

A. Introduction of Parks & Recreation Summer Intern

Assistant Director Petersen introduced Parks & Recreation Intern Rachel Salzer. Ms. Salzer reviewed her summer experience and intern history.

Commissioners asked Ms. Salzer questions regarding her park intern experience.

VI. Community Comment

None

VII. Reports/Recommendations

A. Grandview Yard, 5146 Eden Avenue, Project Update

Economic Development Manager Neuendorf updated the Commission on Grandview Yard.

Staff answered Commission questions. The Commission liked the plans for the Grandview Yard and looked forward to future updates.

B. 2022 Work Plan Discussion

Initiative #1 - Present Information about Parks and Recreation Facilities, Services, and Systems with up to Six Community Groups. Commissioner Good indicated he has parceled out the parts of Initiative #1 which each member is going to work on with the intent of coming up with a second draft in August. A decision still needs to be made on how to present this.

Initiative #2 – Report and provide recommendations on alternative funding sources for park related improvements including parks, facilities, and enterprise upgrades. Nothing to report.

Initiative #3 – Research Opportunities to Expand Volunteer Assistance for Park Initiatives. Commissioner Strother updated the Commission on volunteer opportunities.

Initiative #4 – Provide Support with Educational Opportunities for the Local Option Sales Tax in the Community as Needed. No update given.

Initiative #5 – Review and Comment on Amendments to the Park Ordinances Being Recommended by Staff for Update. No update given.

Initiative #6 – Review and Comment on the Proposed Grandview Plan. Mr. Neuendorf made a presentation and updated the Commission on the proposed Grandview Plan.

C. 2023 Work Plan Development Discussion

Staff Liaison Vetter reviewed the 2023 Work Plan goals. He reviewed the 2023 Work Plan options for the Climate Action Plan, and the Park Comprehensive Plan. He explained the goal is to discuss this during the summer months and have a solid recommendation in September for presenting to the City Council in October. He recommended taking the list and prioritize the higher priority initiatives.

The Commission discussed 2023 Work Plan initiative ideas and listed possible items:

1. 2022 Initiative #1 Continuation
2. 2022 Initiative #2 Continuation
3. Grandview Yard Park Development
4. Supporting Potential Fred Richards and Braemar Arena Projects

Commissioner Doscotch and Good volunteered to draft the initiatives for 2023.

VIII. Chair and Member Comments

Received

IX. Staff Comments

A. Upcoming 2022 Meetings and Events

Received

X. Adjournment

Motion made by Strother to adjourn the Aug. 8, meeting at 9:07 p.m. Motion seconded by Spanhake. Meeting adjourned.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: September 20, 2022

Agenda Item #: XI.A.

To: Mayor and City Council

Item Type:

From:

Item Activity:

Subject: Prep Memo for Sept. 20, 2022

ACTION REQUESTED:

INTRODUCTION:

ATTACHMENTS:

Prep Memo for Sept. 20, 2022

Sharon Allison

From: Scott H. Neal
Sent: Tuesday, September 20, 2022 3:48 PM
To: Kevin Staunton; Ron Anderson; Carolyn Jackson
Cc: Lisa Schaefer; Sharon Allison
Subject: Prep Memo for September 20, 2022 Work Session and Council Meeting

Good Afternoon Everyone –

- Our Work Session will be dedicated to a review of the proposed budget and tax levy; the staff recommendation for utility rates; and, a discussion of the fiscal operations of our Parks & Rec enterprises.
- I have not received any requests or notice to remove anything from the Council meeting Consent Agenda.
- Staff are making a slight modification to our dais seating arrangement for tonight's meeting. The dais will look more balanced if there is one Council Member on either side of the Mayor. With James out and Kevin moving to the center, we are going to move Ron to Kevin's immediate right side and slide Carolyn over to Kevin's immediate left side. Sharon and I will stay where we are normally seated.
- If anyone has questions about the union contract on the agenda tonight, please let me know privately. I'll get you answers.
- The timeline for adoption of the preliminary 2023 maximum property tax levy is very important. We must accomplish this action at tonight's meeting in order to meet the state's statutory timeline.
- If asked, Chief Milburn can make some general comments about the Homecoming issue, but because the matter is still under investigation, he will not be able to answer direct questions. The Police are meeting with Edina Schools this afternoon, so there may be some news to report from that, possibly.

That's all I have for right now.

Scott