

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

**Tuesday, November 1, 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 786-496-5601

Enter Conference PIN 2330247#

**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: Regular and Work Session, Oct. 18, 2022
- B. Approve Payment of Claims
- C. Approve Updates to the 50th & France Commercial Area Permit Parking Policy
- D. Ordinance 2022-18: Amending City Code Chapter 24 Regarding Permit Parking at 50th & France
- E. Request for Purchase: Change Order #2 for the Morningside Flood Infrastructure Project
- F. Request for Purchase: Community Health and Safety Center Architectural and Engineering Services
- G. Approve Public Utility Improvement Agreements
- H. Resolution No. 2022-101: Setting Public Improvement Hearing Date for Morningside C Neighborhood Roadway Reconstruction
- I. Approve Public Participation Plan for Wooddale Avenue Bridge Project
- J. Request for Purchase: Elgin Pelican Street Sweeper
- K. Request for Purchase: Firefighter Turnout Gear
- L. Approve Amendment to Agreement with Comcast for the Internet Essentials Program

VII. Special Recognitions And Presentations

- A. Proclamation: Extra Mile Day 2022
- B. Proclamation: November 2022 as Lung Cancer Awareness Month in Edina

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: New On-Sale Intoxicating and Sunday Sale Liquor Licenses for Ichiban Japanese Restaurant, Inc., dba Ichiban Sushi
- IX. Reports/Recommendations: (Favorable vote of majority of Council Members present to approve except where noted)
 - A. Resolution No. 2022-102: Accepting Donations
- X. Commission Correspondence (Minutes and Advisory Communication)
 - A. Minutes: Community Health Commission: Aug. 8 and Sept. 12, 2022
- XI. Manager's Comments
 - A. Prep Memo, Nov. 1, 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: November 1, 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

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.A.

To: Mayor and City Council

Item Type:

Minutes

From: Sharon Allison, City Clerk

Item Activity:

Action

Subject: Approve Minutes: Regular and Work Session, Oct.
18, 2022

ACTION REQUESTED:

Approve Minutes as presented.

INTRODUCTION:

ATTACHMENTS:

Minutes: Draft Work Session, Oct. 18, 2022

Minutes: Draft Regular, Oct. 18, 2022

**MINUTES
OF THE EDINA CITY COUNCIL
WORK SESSION
COMMUNITY ROOM, CITY HALL
TUESDAY, OCTOBER 18, 2022
5:30 P.M.**

CALL TO ORDER

Mayor Hovland called the meeting to order at 5:35 pm

ROLL CALL

Answering roll call were Members Anderson, Jackson, Staunton; Mayor Hovland

Absent: Member Pierce (arrived at 6:11pm)

Staff in attendance: Scott Neal, City Manager; Gillian Straub, City Management Fellow; Ryan Browning, I.T. Director; Stephanie Hawkinson, Affordable Housing Development Manager

HOUSING IMPROVEMENT AREA POLICY AND FINANCING REVIEW

Stephanie Hawkinson, Affordable Housing Development Manager, presented on the concept of Housing Improvement Areas. Nick Anhut, City Financial Advisor, Ehlers, presented on Housing Improvement Area financing. Anhut described the differences between revenue bonds and general obligation bonds. He then outlined the financing option of using internal funds. Anhut described risks of Housing Improvement Areas as well as potential risk mitigation and reviewed the City's key debt credit ratios and scores. Hawkinson explained that Housing Improvement Areas are a topic of conversation because many of the 66 townhome and condo associations have aging housing infrastructure. Edina West has a \$5 million project for which they may submit a Housing Improvement Area application.

Hawkinson, Anhut, and Jay Lindgren, City's Legal Advisor, Dorsey & Whitney, answered questions from City Council.

ADJOURNMENT

Mayor Hovland adjourned the meeting at 6:36pm.

Respectfully submitted,

Noel Mills, Deputy City Clerk

Minutes approved by the Edina City Council, November 1, 2022.

James B. Hovland, Mayor

**MINUTES
OF THE REGULAR MEETING OF THE
EDINA CITY COUNCIL MEETING
OCTOBER 18, 2022
7:00 PM**

I. CALL TO ORDER

Mayor Hovland called the meeting to order at 7:03 p.m. then shared the procedure for public hearing and community comment.

II. ROLL CALL

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

Absent: None.

III. PLEDGE OF ALLEGIANCE

IV. MEETING AGENDA APPROVED AS PRESENTED

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

Rollcall:

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

Motion carried.

V. COMMUNITY COMMENT

No one appeared.

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 PRESENTED

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

V.A. Approve Minutes of the Work Session and Regular Meeting of October 6, 2022

V.B. Approve Claims for Payment for Check Register Pre-List Dated September 30, 2022, totaling \$2,042,192.67 and Pre-List Dated October 7, 2022, totaling \$2,717,691.18

V.C. Request for Purchase, ESRI GIS Enterprise License Agreement, awarding the bid to the recommended low bidder, ESRI, \$136,750

V.D. Adopt Resolution No. 2022-96; Approve and Adopt Special Assessments for McCauley Trail Private Fence

V.E. Request for Purchase, Aquatic Center Pump Room Replacement Concept Design, awarding the bid to the recommended low bidder, HGA, \$33,600

V.F. Request for Purchase, 50th & France Parking Ramp Repairs, awarding the bid to the recommended low bidder, RAM Construction, \$220,969

V.G. Request for Purchase, 4-Ton Asphalt Trailer, awarding the bid to the recommended low bidder, Stepp Manufacturing Co., \$58,061

V.H. Request for Purchase, Emergency Gate Value Repair for Lift Station No. 22, awarding the bid to the recommended low bidder, Valley Rich Co., Inc., 427,258.70

- V.I. Adopt Ordinance No. 2022-15; Amending City Code Chapter 12 Regarding Tobacco Compliance Penalties**
- V.J. Adopt Ordinance No. 2022-14; Amending Chapter 2 of the City Code Setting License Fee for THC Products**
- V.K. Approve Summary Publication for Ordinance No. 2022-10 Concerning Residential Tree Protection**
- V.L. Approve Summary Publication for Ordinance No. 2022-12 Establishing a Municipal Licensing and Regulatory System for the THC-Infused Edibles and Drinks**
- V.M. Adopt Resolution No. 2022-100, Nominating Richard Miller to the Minnehaha Creek Watershed District Board of Managers**

Rollcall:

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

Motion carried.

VII. SPECIAL RECOGNITIONS AND PRESENTATIONS:

VII.A. HOMETOWN HEROES RECOGNITION - RECEIVED

Communications Director Bennerotte said that for more than a decade, the City had recognized exceptional residents and others as "Hometown Heroes." Recognition had been in the form of stories on the City's website and featured on the City's social media accounts then shared the story of Farun Ismail who founded the Somali American Women Action Center for immigrant refugee women and Russ Stanton for winning the sustainability blue ribbon at the State Fair by growing a 2.74-pound German giant tomato as a result of Edina's organic compost program.

Russell Stanton thanked the Council for the recognition and a round of applause was offered by all in attendance.

Farun Ismail said she was honored to be in attendance and thanked the community who supported her through donations and other resources and thanked the Council for the recognition and a round of applause was offered by all in attendance.

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

VIII.A. PUBLIC HEARING - RESOLUTION NO. 2022-97, RESOLUTION NO. 2022-98 AND ORDINANCE NO. 2022-17; COMPREHENSIVE PLAN AMENDMENT, REZONING AND SITE PLAN WITH MULTIPLE VARIANCES – CONTINUED TO NOVEMBER 15, 2022

The Council confirmed the applicant had requested a continuance of the public hearing in order to meet with the adjacent residents to discuss and attempt to resolve some of the concerns with the proposed project. They spoke about the applicant's request to attend the meeting but how that would be inconsistent with the open meeting law and therefore would not be attending but looked forward to the upcoming public hearing.

Member Staunton moved to continue the public hearing until November 15, 2022, for consideration of Resolution No. 2022-97, Resolution No. 2022-98 and Ordinance No. 2022-17; Comprehensive Plan Amendment, Rezoning and Site Plan with Multiple Variances. Seconded by Member Pierce.

Rollcall:

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

Motion carried.

IX. REPORTS AND RECOMMENDATIONS

IX.A. ADOPT RESOLUTION NO. 2022-95 ACCEPTING DONATIONS - ADOPTED

Member Pierce introduced and moved adoption of Resolution No. 2022-99 accepting donations. Member Staunton seconded the motion.

Rollcall:

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

Motion carried.

IX.B. RESOLUTION NO. 2022-89 WEED MOWING SPECIAL ASSESSMENT – ADOPTED

Assistant Director Parks & Natural Resources Swenson stated in the summer of 2022, the Parks & Recreation Maintenance division cut the weeds on five properties. He shared the properties and costs associated with the use of a tractor and staff time to cut the weeds and said each cost should be assessed to the property owner for the payment to the City.

Member Jackson introduced and moved adoption of Resolution No. 2022-89 levying special assessments for Improvement No. WD-22 weed mowing. Seconded by Member Anderson.

Rollcall:

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

Motion carried.

IX.C. RESOLUTION NO. 2022-91 TREE REMOVAL SPECIAL ASSESSMENT – ADOPTED

Mr. Swenson stated a list of properties collectively had diseased trees that were removed in accordance with City Code and that all property owners were first given an opportunity to remove the diseased tree(s) within a three-week (21 days) period of time. He said the property owners chose to have the City contract the removal of their tree(s) in 2022 and have the cost of the removal or trimming assessed to their property and that this practice prevented the spread of tree diseases or was completed for safety.

Member Anderson introduced and moved adoption of Resolution No. 2022-91 levying special assessments for Improvement No. TR-22 tree removal. Seconded by Member Pierce.

Rollcall:

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

Motion carried.

IX.D. RESOLUTION NO. 2022-85 AQUATIC VEGETATION SPECIAL ASSESSMENT, IMPROVEMENT NO. AQ-22 – ADOPTED

Engineering Director Millner stated the City managed contracts for aeration and aquatic vegetation management services in Arrowhead Lake, Indianhead Lake, Lake Nancy, and Minnehaha Creek Mill Pond as requested by groups that were eligible for the service according to section 15.2.2.4 Lake and Pond Management of the 2018 Comprehensive Water Resources Management Plan. These groups agreed to pay for the services by special assessment. He outlined the 2022 assessment period and covered services for each aquatic area and said all waterbodies were eligible for City-funded algae treatments and had been credited accordingly then shared the properties and price per REU outlined in the assessment roll and the corresponding administrative fee and said staff proposed a one-year assessment period for each special assessment per the City's Special Assessments Policy.

Member Jackson introduced and moved adoption of Resolution No. 2022-85 levying special assessments for public improvements. Seconded by Member Pierce.

Rollcall:

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

Motion carried.

IX.E. RESOLUTION NO. 2022-86 CREEK KNOLL A & B NEIGHBORHOOD ROADWAY RECONSTRUCTION SPECIAL ASSESSMENT, IMPROVEMENT NO. BA-459 – ADOPTED

Mr. Millner shared the project area map for the proposed roadway reconstruction special assessment. He outlined the proposed assessments of \$9,083.42 per residential equivalent unit then shared the preliminary assessment from 2020 was \$15,300 and revised in 2021 to \$12,100 with the \$200 water bill credit and said staff received two additional public comments regarding funding policy and turf and recommended approval as presented.

Member Staunton introduced and moved adoption of Resolution No. 2022-86 levying special assessments for public improvements. Seconded by Member Jackson.

Rollcall:

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

Motion carried.

IX.F. RESOLUTION NO. 2022-87 MELODY LAKE A & B, BIRCHCREST C, GRANDVIEW A NEIGHBORHOOD ROADWAY RECONSTRUCTION SPECIAL ASSESSMENT, IMPROVEMENT NO. BA-457 – ADOPTED

Mr. Millner shared the project area map for the proposed roadway reconstruction special assessment and the four filed objections. He outlined project funding then shared the proposed assessment of \$11,711.51 per residential equivalent unit which was originally \$24,200 in 2020 and revised to \$13,600 in July 2021 with a \$200 water bill credit. He said staff received two additional comments regarding the funding policy and project size and said staff recommended approval as presented.

Member Pierce introduced and moved adoption of Resolution No. 2022-87 levying special assessments for public improvements. Seconded by Member Anderson.

Rollcall:

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

Motion carried.

IX.G. RESOLUTION NO. 2022-88 50TH AND FRANCE SPECIAL ASSESSMENTS, IMPROVEMENT NO. M-22 - ADOPTED

Mr. Millner stated the City provided service to the 50th & France Business District. These services included general maintenance and upkeep performed by City employees and management of contracts for other repairs as needed and services included waste and litter removal, snow and ice management, and upkeep to City-owned spaces throughout the district. He stated the 50th & France Business District maintenance assessment changed from \$0.91 per square foot in 2021 to \$0.95 per square foot in 2022 and said the increase could be attributed to additional maintenance requirements of the Nolan Mains Complex, COVID precautions, tree replacement and structural repairs to the South Parking Ramp due to vehicular damage then noted no additional public comments had been submitted.

Member Pierce introduced and moved adoption of Resolution No. 2022-88 levying special assessment for public improvements. Seconded by Member Staunton.

Rollcall:

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

Motion carried.

IX.H. RESOLUTION NO. 2022-90 CERTIFICATION OF DELINQUENT UTILITIES NO. DU-22 - ADOPTED

Finance Director McAndrews stated no additional public comments were received and that staff recommended adoption of Resolution No. 2022-90 to certify the delinquent utility accounts for collection with 2023 real estate taxes.

Member Jackson introduced and moved adoption of Resolution No. 2022-90 authorizing the certification of delinquent utility charges to the Hennepin County Auditor. Seconded by Member Pierce.

Rollcall:

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

Motion carried.

IX.I. RESOLUTION 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 – RESOLUTION ADOPTED AND FIRST READING GRANTED

Community Development Director Teague stated Orion Investment was 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 was 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. He said the existing office buildings and parking ramp on the sites would be removed and noted the existing parking ramp was in a poor state of repair. The project would be developed in two phases with the first phase the construction of a five-story 124,620-square foot office building and coffee shop with underground parking at the 7250 France Site and the 7200 site to include a ponding area, sidewalks, green space, landscaping and surface parking where the future building pad would be. Mr. Teague said 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 I would be required to be included in the Phase 2 development. This request would require 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.

The Council asked questions and provided feedback.

Ted Carlson, Orion Investments, spoke about the potential of housing, hospitality, and retail in Phase II.

Member Jackson introduced and moved adoption of Resolution No. 2022-81 approving a Zoning Ordinance amendment and revised overall development plan and site plan review for 7250 and 7200 France Avenue with restrictions 20 (the building height to the roofline for Phase 2 shall be limited to five stories and 72 feet in height with a 16

foot height requirement on the first floor) 21 (and 22 (landscape screening of the parking lot on the west side of the project in Phase I sufficient in height to block the view of the cars, retaining wall vegetation that screens the retaining wall, and rain garden vegetation sufficient in nature and quality to satisfy the City Manager or his designee) as created and grant First Reading of Ordinance 2022-13 amending the Zoning Ordinance to revise the PUD-16, Planned Unit Development-16 zoning district.

Mayor Hovland seconded the motion.

Rollcall:

Ayes: Jackson, Pierce, Staunton, and Hovland.

Abstain: Anderson

Motion carried.

IX.J. RESOLUTION NO. 2022-93 CERTIFICATE OF APPROPRIATENESS APPEAL, 4633 ARDEN AVENUE - ADOPTED

Assistant City Planner Bodeker stated property owner Scott Busyn was appealing the denial of an amended Certificate of Appropriateness (COA) by the Heritage Preservation Commission (HPC). The proposed COA amendment was for changes to the building materials and changes to the front facing facade, which included windows and the dormer. She shared the proposed materials and said the HPC denied the proposed facade changes as to the larger dormer that was not appropriate as to scale as well as the proposed brick replacement then outlined the standards of rehabilitation used in their consideration.

The Council asked questions and provided feedback.

Member Anderson introduced and moved adoption of Resolution No. 2022-93 denying an amended (COA) request for building materials and changes to the front facade of 4633 Arden Avenue. Seconded by Member Staunton.

Rollcall:

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

Motion carried.

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

X.A. MINUTES: HUMAN RIGHTS & RELATIONS COMMISSION, AUGUST 23, 2022

IX.B. MINUTES: ENERGY & ENVIRONMENT COMMISSION, SEPTEMBER 8, 2022

IX.C. MINUTES: PARKS & RECREATION COMMISSION, SEPTEMBER 13, 2022

XI. MANAGER'S COMMENTS – Received

XI.A. QUARTERLY BUSINESS REPORTS

XII. MAYOR AND COUNCIL COMMENTS – Received

XIII. ADJOURNMENT

Member Staunton made a motion, seconded by Member Jackson, to adjourn the meeting at 8:37 p.m.

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

Motion carried.

Respectfully submitted,

Sharon Allison, City Clerk

Minutes approved by Edina City Council, November 1, 2022.

James B. Hovland, Mayor

Video Copy of the October 18, 2022, meeting available.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 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 10.14.22 (1012) TOTAL \$872,847.07
- Check Register Claims Pre-List Dated 10.21.22 (1012) TOTAL \$1,702,489.49
- Check Register Claims Pre-List Dated 10.21.22 (1012) TOTAL \$6,389.72

INTRODUCTION:

Claims information for approval is attached.

ATTACHMENTS:

Check Register Claims Pre-List Dated 10.14.22 (1012) TOTAL \$872,847.07

Check Register Claims Pre-List Dated 10.21.22 (1012) TOTAL \$1,702,489.49

Check Register Claims Pre-List Dated 10.21.22 (1012) TOTAL \$6,389.72

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			153,413.46
2300 Pedestrian and Cyclist Safety			1,423.00
2500 Conservation & Sustainability			14.03
2600 Housing & Redvlpmt Authority			354.00
2600 Housing & Redvlpmt Authority			44,275.06
2600 Housing & Redvlpmt Authority			7,710.88
4000 Capital Projects			139,543.63
4200 Equipment Replacement			176,322.09
5100 Art Center			686.64
5200 Braemar Golf Course			21,039.81
5200 Braemar Golf Course			419.92
5300 Aquatic Center			29.67
5400 Edinborough Park			5,198.96
5500 Braemar Arena			55,473.62
5600 Braemar Field			1,581.88
5700 Centennial Lakes			8,466.15
5800 Liquor			152,360.87
5900 Utility Fund			41,921.26
5900 Utility Fund			3,439.80
5900 Utility Fund			9,453.18
6000 Risk Management			5,427.83
6100 Equipment Operations			7,346.64
6200 Information Technology			1,658.24
6300 Facilities Management			3,011.97
7100 PS Training Facility			1,680.20
7200 MN Task Force 1			30,594.28
9999 Pooled Cash Fund		872,847.07	
TOTAL		872,847.07	872,847.07

** 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
477054	10/14/2022	PRTD 160527 A-1 OUTDOOR POWER INC	508494	04/13/2022	20221014	94.97
				CHECK	477054 TOTAL:	94.97
477055	10/14/2022	PRTD 129458 ACME ELECTRIC MOTOR INC	10400689	09/19/2022	20221014	299.49
				CHECK	477055 TOTAL:	299.49
477056	10/14/2022	PRTD 143143 TORRES, ARMANDO CHAVEZ	2124	09/01/2022	20221014	464.59
		TORRES, ARMANDO CHAVEZ	2127	09/01/2022	20221014	3,044.80
		TORRES, ARMANDO CHAVEZ	2129	09/01/2022	20221014	1,000.00
		TORRES, ARMANDO CHAVEZ	2125	09/01/2022	20221014	1,462.34
				CHECK	477056 TOTAL:	5,971.73
477057	10/14/2022	PRTD 135922 ACUSHNET COMPANY	914228900	09/23/2022	20221014	35.92
				CHECK	477057 TOTAL:	35.92
477058	10/14/2022	PRTD 140318 ADVANCED ELEMENTS INC	82780	09/13/2022	22100053 20221014	666.00
		ADVANCED ELEMENTS INC	82762	09/13/2022	20221014	5,206.30
				CHECK	477058 TOTAL:	5,872.30
477059	10/14/2022	PRTD 101166 AHEAD INC	INV0537316	09/19/2022	20221014	150.00
				CHECK	477059 TOTAL:	150.00
477060	10/14/2022	PRTD 100575 AMERICAN CYLINDER LLC	200230	09/13/2022	20221014	123.50
				CHECK	477060 TOTAL:	123.50
477061	10/14/2022	PRTD 103357 ALPHA VIDEO & AUDIO INC	13371	09/13/2022	20221014	1,200.00
		ALPHA VIDEO & AUDIO INC	13398	09/14/2022	20221014	1,000.00
				CHECK	477061 TOTAL:	2,200.00

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
477062	10/14/2022	PRTD	160095	AM CRAFT SPIRITS SALES & MARKETIN	15408	09/22/2022	20221014	130.99
						CHECK	477062 TOTAL:	130.99
477063	10/14/2022	PRTD	141960	AMAZON CAPITAL SERVICES	14CP-YVYM-KH4T	09/13/2022	20221014	169.50
				AMAZON CAPITAL SERVICES	1M3G-T43C-49XP	09/13/2022	20221014	259.99
				AMAZON CAPITAL SERVICES	1GP6-4C4T-9LW1	09/13/2022	20221014	104.08
				AMAZON CAPITAL SERVICES	1M3L-V9F6-QGPW	09/14/2022	20221014	57.04
				AMAZON CAPITAL SERVICES	1Y3C-W9J7-QPRY	09/14/2022	20221014	11.79
				AMAZON CAPITAL SERVICES	1XND-TN7V-4WX7	09/14/2022	20221014	110.00
				AMAZON CAPITAL SERVICES	1LFC-9MWR-4NJD	09/14/2022	20221014	893.66
				AMAZON CAPITAL SERVICES	1RNF-CG7W-47VK	09/14/2022	20221014	39.97
				AMAZON CAPITAL SERVICES	1FTC-VYCH-3HJT	09/14/2022	20221014	145.13
				AMAZON CAPITAL SERVICES	1R37-L46Q-9464	09/15/2022	20221014	145.47
				AMAZON CAPITAL SERVICES	14KQ-9VL4-LK4X	09/15/2022	20221014	18.68
				AMAZON CAPITAL SERVICES	1WTL-TFHT-M4FH	09/15/2022	20221014	550.00
				AMAZON CAPITAL SERVICES	1KYL-1TKL-MJJ3	09/15/2022	20221014	75.64
				AMAZON CAPITAL SERVICES	1JTM-X6KM-74XH	09/16/2022	20221014	51.99
				AMAZON CAPITAL SERVICES	1GCK-MLJT-KPRX	09/16/2022	20221014	83.80
				AMAZON CAPITAL SERVICES	1H3G-NRW9-M41T	09/16/2022	20221014	145.99
				AMAZON CAPITAL SERVICES	14FV-FDY6-XYMF	09/18/2022	20221014	35.64
				AMAZON CAPITAL SERVICES	1XX4-XQYV-44MD	09/18/2022	20221014	219.99
				AMAZON CAPITAL SERVICES	1LK3-KFPK-3X7T	09/19/2022	20221014	166.60
				AMAZON CAPITAL SERVICES	1VMX-67CT-11KD	09/19/2022	20221014	355.99
				AMAZON CAPITAL SERVICES	14G7-FN63-JTKP	10/05/2022	20221014	-231.81
						CHECK	477063 TOTAL:	3,409.14

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

		INVOICE	INV DATE	PO	CHECK RUN	NET
477064	10/14/2022	PRTD 101047 TWIN CITY GARAGE DOOR COMPANY	Z220282	09/19/2022	20221014	2,086.32
				CHECK	477064 TOTAL:	2,086.32
477065	10/14/2022	PRTD 151441 ARAMARK UNIFORM AND CAREER APPEAL	2500094022	09/14/2022	20221014	246.43
				CHECK	477065 TOTAL:	246.43
477066	10/14/2022	PRTD 100634 ASPEN EQUIPMENT CO	10240499	09/16/2022	22100031 20221014	23,390.00
				CHECK	477066 TOTAL:	23,390.00
477067	10/14/2022	PRTD 106304 ASPEN MILLS INC	300516	09/16/2022	20221014	264.57
				CHECK	477067 TOTAL:	264.57
477068	10/14/2022	PRTD 102774 ASPEN WASTE SYSTEMS OF MINNESOTA	S1422086-100122	10/01/2022	20221014	7,213.86
		ASPEN WASTE SYSTEMS OF MINNESOTA	S1146354-100122	10/01/2022	20221014	304.80
				CHECK	477068 TOTAL:	7,518.66
477069	10/14/2022	PRTD 160518 ASSP NW CHAPTER	5529	09/09/2022	20221014	10.00
				CHECK	477069 TOTAL:	10.00
477070	10/14/2022	PRTD 101718 IEH AUTO PARTS LLC	380122115	09/13/2022	20221014	22.82
		IEH AUTO PARTS LLC	380122640	09/16/2022	20221014	10.37
		IEH AUTO PARTS LLC	380121980	09/16/2022	20221014	214.32
		IEH AUTO PARTS LLC	380124829	10/04/2022	20221014	-5.45
				CHECK	477070 TOTAL:	242.06
477071	10/14/2022	PRTD 101355 BELLBOY CORPORATION	0096601300	09/21/2022	20221014	97.65
		BELLBOY CORPORATION	0105775300	09/22/2022	20221014	390.73
		BELLBOY CORPORATION	0096608500	09/22/2022	20221014	133.65
		BELLBOY CORPORATION	0096633200	09/22/2022	20221014	1,124.95

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
			BELLBOY CORPORATION	0105775900	09/22/2022		20221014	419.06
					CHECK	477071	TOTAL:	2,166.04
477072	10/14/2022	PRTD 144104	RECREATIONAL MARKETING INC	49262Y-A	07/04/2022		20221014	2,200.00
					CHECK	477072	TOTAL:	2,200.00
477073	10/14/2022	PRTD 142153	BLACK STACK BREWING INC	19374	09/22/2022		20221014	459.00
			BLACK STACK BREWING INC	19375	09/22/2022		20221014	315.00
					CHECK	477073	TOTAL:	774.00
477074	10/14/2022	PRTD 132444	BOLTON & MENK INC	0297405	09/16/2022		20221014	1,423.00
			BOLTON & MENK INC	0297406	09/16/2022		20221014	12,550.00
					CHECK	477074	TOTAL:	13,973.00
477075	10/14/2022	PRTD 101010	BORDER STATES INDUSTRIES INC	924952935	09/15/2022		20221014	39.26
					CHECK	477075	TOTAL:	39.26
477076	10/14/2022	PRTD 105367	BOUND TREE MEDICAL LLC	84682275	09/13/2022		20221014	2,754.43
			BOUND TREE MEDICAL LLC	84686025	09/15/2022		20221014	34.50
					CHECK	477076	TOTAL:	2,788.93
477077	10/14/2022	PRTD 119351	BOURGET IMPORTS	190410	09/27/2022		20221014	163.52
			BOURGET IMPORTS	190409	09/27/2022		20221014	1,435.77
					CHECK	477077	TOTAL:	1,599.29
477078	10/14/2022	PRTD 117040	BOYER FORD TRUCKS INC	008P14552	09/14/2022		20221014	60.38
					CHECK	477078	TOTAL:	60.38
477079	10/14/2022	PRTD 124291	BREAKTHRU BEVERAGE MINNESOTA WINE	345750488	09/21/2022		20221014	1,433.38
			BREAKTHRU BEVERAGE MINNESOTA WINE	345750489	09/21/2022		20221014	667.45

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
			BREAKTHRU BEVERAGE MINNESOTA WINE	345750486	09/21/2022		20221014	4,962.78
			BREAKTHRU BEVERAGE MINNESOTA WINE	345750487	09/21/2022		20221014	4,955.13
					CHECK	477079	TOTAL:	12,018.74
477080	10/14/2022	PRTD 124529	BREAKTHRU BEVERAGE MINNESOTA BEER	345642713	09/13/2022		20221014	10,167.65
			BREAKTHRU BEVERAGE MINNESOTA BEER	345641905	09/13/2022		20221014	11,807.70
			BREAKTHRU BEVERAGE MINNESOTA BEER	345818145	09/27/2022		20221014	94.00
			BREAKTHRU BEVERAGE MINNESOTA BEER	345818146	09/27/2022		20221014	1,832.45
			BREAKTHRU BEVERAGE MINNESOTA BEER	345818095	09/27/2022		20221014	1,853.75
			BREAKTHRU BEVERAGE MINNESOTA BEER	345818144	09/27/2022		20221014	49.15
			BREAKTHRU BEVERAGE MINNESOTA BEER	345818143	09/27/2022		20221014	217.20
					CHECK	477080	TOTAL:	26,021.90
477081	10/14/2022	PRTD 100669	BRYAN ROCK PRODUCTS INC	55726	09/15/2022		20221014	130.65
					CHECK	477081	TOTAL:	130.65
477082	10/14/2022	PRTD 102149	CALLAWAY GOLF	935084378	06/21/2022		20221014	199.00
			CALLAWAY GOLF	935077276	06/21/2022		20221014	475.20
			CALLAWAY GOLF	935077277	06/21/2022		20221014	249.00
			CALLAWAY GOLF	935087543	06/22/2022		20221014	167.50
			CALLAWAY GOLF	935087541	06/22/2022		20221014	167.50
			CALLAWAY GOLF	935098194	06/23/2022		20221014	1,036.80
			CALLAWAY GOLF	935411471	08/25/2022		20221014	109.50
					CHECK	477082	TOTAL:	2,404.50
477083	10/14/2022	PRTD 119455	CAPITOL BEVERAGE SALES LP	2742945	09/22/2022		20221014	2,022.20
			CAPITOL BEVERAGE SALES LP	2742952	09/22/2022		20221014	124.00
			CAPITOL BEVERAGE SALES LP	2742939	09/22/2022		20221014	195.00

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
	CAPITOL BEVERAGE SALES LP	2742944	09/23/2022		20221014	1,020.35
	CAPITOL BEVERAGE SALES LP	2743989	09/27/2022		20221014	70.00
	CAPITOL BEVERAGE SALES LP	2743990	09/27/2022		20221014	2,981.55
			CHECK	477083	TOTAL:	6,413.10
477084	10/14/2022 PRTD 160515 CAREFREE LLC	9196	09/13/2022		20221014	271.70
			CHECK	477084	TOTAL:	271.70
477085	10/14/2022 PRTD 101515 CEMSTONE PRODUCTS COMPANY	C2571507	09/14/2022		20221014	866.50
	CEMSTONE PRODUCTS COMPANY	C2571506	09/14/2022		20221014	1,372.50
	CEMSTONE PRODUCTS COMPANY	C2572507	09/15/2022		20221014	1,108.50
			CHECK	477085	TOTAL:	3,347.50
477086	10/14/2022 PRTD 103300 CENTER FOR ENERGY AND ENVIRONMENT 21517		09/19/2022		20221014	44,275.06
			CHECK	477086	TOTAL:	44,275.06
477087	10/14/2022 PRTD 160160 CHRISTIANSON'S BUSINESS FURNITURE 6893-1-KR		09/14/2022		20221014	1,240.00
			CHECK	477087	TOTAL:	1,240.00
477088	10/14/2022 PRTD 142028 CINTAS CORPORATION	4131703268	09/19/2022		20221014	27.65
	CINTAS CORPORATION	4131703197	09/19/2022		20221014	18.62
	CINTAS CORPORATION	4131703220	09/19/2022		20221014	11.78
	CINTAS CORPORATION	4131703173	09/19/2022		20221014	33.63
	CINTAS CORPORATION	4131703178	09/19/2022		20221014	26.88
	CINTAS CORPORATION	4131704191	09/19/2022		20221014	16.32
	CINTAS CORPORATION	4131704378	09/19/2022		20221014	87.50
	CINTAS CORPORATION	4131704277	09/19/2022		20221014	154.66
			CHECK	477088	TOTAL:	377.04

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
477089	10/14/2022	PRTD 142028 CINTAS CORPORATION NO.2	5124886412	09/16/2022	20221014	11.90
				CHECK	477089 TOTAL:	11.90
477090	10/14/2022	PRTD 117409 APPLE VALLEY FIRE DEPARTMENT	AVFD-09/2022-1	09/20/2022	20221014	1,010.80
				CHECK	477090 TOTAL:	1,010.80
477091	10/14/2022	PRTD 100684 CITY OF BLOOMINGTON	21151	09/13/2022	20221014	1,340.15
				CHECK	477091 TOTAL:	1,340.15
477092	10/14/2022	PRTD 104800 COON RAPIDS FIRE DEPARTMENT	CRFD-09/2022-1	09/14/2022	20221014	549.90
				CHECK	477092 TOTAL:	549.90
477093	10/14/2022	PRTD 140274 CIVICPLUS, LLC	240865	09/23/2022	20221014	489.50
				CHECK	477093 TOTAL:	489.50
477094	10/14/2022	PRTD 120433 COMCAST	0161120-09/22	09/26/2022	20221014	20.30
				CHECK	477094 TOTAL:	20.30
477095	10/14/2022	PRTD 120433 COMCAST	0023973-10/22	10/03/2022	20221014	9.00
				CHECK	477095 TOTAL:	9.00
477096	10/14/2022	PRTD 105981 TILLER CORPORATION	220915	09/15/2022	20221014	41,100.60
				CHECK	477096 TOTAL:	41,100.60
477097	10/14/2022	PRTD 124118 COMPLETE COOLING SERVICES	35117	09/19/2022	20221014	224.90
				CHECK	477097 TOTAL:	224.90
477098	10/14/2022	PRTD 135711 CONFLUENCE INC	24542	09/19/2022	20221014	2,520.00
		CONFLUENCE INC	24543	09/19/2022	20221014	200.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	477098	TOTAL:	2,720.00
477099	10/14/2022	PRTD	103833	HOVERSON, THOMAS	3415	09/17/2022	20221014	16,000.00
					CHECK	477099	TOTAL:	16,000.00
477100	10/14/2022	PRTD	100699	CULLIGAN SOFTWATER SERVICE COMPAN	114x87970501	09/03/2022	20221014	231.90
				CULLIGAN SOFTWATER SERVICE COMPAN	114x88086703	09/30/2022	20221014	97.75
				CULLIGAN SOFTWATER SERVICE COMPAN	114x88035007	09/30/2022	20221014	366.00
					CHECK	477100	TOTAL:	695.65
477101	10/14/2022	PRTD	104020	DALCO ENTERPRISES INC	3984864	09/15/2022	20221014	83.20
				DALCO ENTERPRISES INC	3985090	09/15/2022	20221014	249.60
					CHECK	477101	TOTAL:	332.80
477102	10/14/2022	PRTD	118190	DAVIS EQUIPMENT CORPORATION	EE05397	09/17/2022	20221014	2,692.00
					CHECK	477102	TOTAL:	2,692.00
477103	10/14/2022	PRTD	102195	DAY INVESTMENTS LLC	P54983306	09/14/2022	20221014	299.63
				DAY INVESTMENTS LLC	P54987975	09/14/2022	20221014	587.80
					CHECK	477103	TOTAL:	887.43
477104	10/14/2022	PRTD	100718	DELEGARD TOOL COMPANY	204460/1	09/19/2022	20221014	147.27
					CHECK	477104	TOTAL:	147.27
477105	10/14/2022	PRTD	121103	DIRECTV GROUP INC	045419181X220919	09/19/2022	20221014	139.14
					CHECK	477105	TOTAL:	139.14
477106	10/14/2022	PRTD	140357	DUDAK PRODUCTION INC	5131	09/19/2022	20221014	1,165.00
					CHECK	477106	TOTAL:	1,165.00

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
477107	10/14/2022	PRTD	132810	ECM PUBLISHERS INC		911355	09/15/2022		20221014	113.05
				ECM PUBLISHERS INC		911356	09/15/2022		20221014	35.70
							CHECK	477107	TOTAL:	148.75
477108	10/14/2022	PRTD	143018	ECO WORKS SUPPLY		9034	09/19/2022		20221014	2,143.60
				ECO WORKS SUPPLY		9009	07/09/2022		20221014	916.40
							CHECK	477108	TOTAL:	3,060.00
477109	10/14/2022	PRTD	104733	EMERGENCY MEDICAL PRODUCTS INC		2480782	09/13/2022		20221014	111.17
							CHECK	477109	TOTAL:	111.17
477110	10/14/2022	PRTD	137587	EMMER, JILL		053018	05/30/2018		20221014	2.97
				EMMER, JILL		5.29.19	05/29/2019		20221014	2.97
							CHECK	477110	TOTAL:	5.94
477111	10/14/2022	PRTD	137540	EMSL ANALYTICAL INC		35164281	09/13/2022		20221014	143.50
							CHECK	477111	TOTAL:	143.50
477112	10/14/2022	PRTD	147181	FALLING BREWERY - BERGMAN LEDGE L E-7793			09/21/2022		20221014	201.00
				FALLING BREWERY - BERGMAN LEDGE L E-7794			09/21/2022		20221014	201.00
							CHECK	477112	TOTAL:	402.00
477113	10/14/2022	PRTD	103600	FERGUSON US HOLDINGS INC		0499950-1	09/13/2022		20221014	1,594.84
							CHECK	477113	TOTAL:	1,594.84
477114	10/14/2022	PRTD	116492	BRIDGETOWER OPCO, LLC		745534926	09/14/2022		20221014	221.98
							CHECK	477114	TOTAL:	221.98
477115	10/14/2022	PRTD	141837	DAIOHS USA INC		628838	09/15/2022		20221014	431.66
				DAIOHS USA INC		628843	09/15/2022		20221014	586.95

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 477115 TOTAL:	1,018.61
477116	10/14/2022	PRTD	160289	GOLF COMPETE INC	10-2022-4458	10/01/2022		20221014	1,655.01
								CHECK 477116 TOTAL:	1,655.01
477117	10/14/2022	PRTD	160412	MKM BRANDS INC	169	09/14/2022		20221014	2,340.00
				MKM BRANDS INC	170	09/14/2022		20221014	1,485.00
								CHECK 477117 TOTAL:	3,825.00
477118	10/14/2022	PRTD	160358	GARDEN, DEBORA	002	09/15/2022		20221014	196.00
								CHECK 477118 TOTAL:	196.00
477119	10/14/2022	PRTD	101931	HANESBRANDS INC	41953218	09/19/2022		20221014	758.57
								CHECK 477119 TOTAL:	758.57
477120	10/14/2022	PRTD	101103	WW GRAINGER	9443336103	09/13/2022		20221014	171.29
				WW GRAINGER	9445432348	09/14/2022		20221014	390.00
				WW GRAINGER	9445838049	09/15/2022		20221014	40.76
				WW GRAINGER	9449427526	09/19/2022		20221014	301.24
								CHECK 477120 TOTAL:	903.29
477121	10/14/2022	PRTD	144412	WINEBOW	MN00119245	09/22/2022		20221014	740.35
								CHECK 477121 TOTAL:	740.35
477122	10/14/2022	PRTD	129108	HAAG COMPANIES INC	2-293547	09/14/2022		20221014	94.79
								CHECK 477122 TOTAL:	94.79
477123	10/14/2022	PRTD	151168	HAMMER SPORTS LLC	2529	09/18/2022		20221014	102.00
								CHECK 477123 TOTAL:	102.00

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
477124	10/14/2022	PRTD	100797	HAWKINS INC	6288783	09/14/2022		20221014	4,943.40
				HAWKINS INC	6294485	09/19/2022		20221014	19,772.83
						CHECK	477124	TOTAL:	24,716.23
477125	10/14/2022	PRTD	100805	HIRSHFIELDS INC	03429703	09/13/2022		20221014	264.44
				HIRSHFIELDS INC	03430365	09/14/2022		20221014	127.92
						CHECK	477125	TOTAL:	392.36
477126	10/14/2022	PRTD	104375	HOHENSTEINS INC	544955	09/27/2022		20221014	-66.00
				HOHENSTEINS INC	544898	09/27/2022		20221014	927.00
				HOHENSTEINS INC	544904	09/27/2022		20221014	647.40
						CHECK	477126	TOTAL:	1,508.40
477127	10/14/2022	PRTD	160239	HUEBSCH LAUNDRY CO	20173429	09/12/2022		20221014	208.38
						CHECK	477127	TOTAL:	208.38
477128	10/14/2022	PRTD	150898	INVICTUS BREWING INC	5351	09/21/2022		20221014	86.00
						CHECK	477128	TOTAL:	86.00
477129	10/14/2022	PRTD	100828	JERRY'S ENTERPRISES INC	FIRE-07/2022	09/25/2022		20221014	25.39
				JERRY'S ENTERPRISES INC	ENG-09/2022	09/25/2022		20221014	121.62
				JERRY'S ENTERPRISES INC	PARKS-09/2022	09/25/2022		20221014	156.12
				JERRY'S ENTERPRISES INC	EQUIP OPS-09/2022	09/25/2022		20221014	87.56
				JERRY'S ENTERPRISES INC	ELEC-09/2022	09/25/2022		20221014	42.19
						CHECK	477129	TOTAL:	432.88
477130	10/14/2022	PRTD	100835	ARTISAN BEER COMPANY	3561817	09/22/2022		20221014	2,022.65
				ARTISAN BEER COMPANY	3561820	09/21/2022		20221014	3,461.45

CASH ACCOUNT: 9999 1012 Control BS - CashAP
CHECK NO CHK DATE TYPE VENDOR NAME

Report generated: 10/13/2022 14:06
User: STangeil
Program ID: apcshdsb

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

			JOHNSON BROTHERS LIQUOR CO	2142863	09/22/2022	20221014	257.06
			JOHNSON BROTHERS LIQUOR CO	2142842	09/22/2022	20221014	81.35
			JOHNSON BROTHERS LIQUOR CO	2142834	09/22/2022	20221014	2,542.50
			JOHNSON BROTHERS LIQUOR CO	2142859	09/22/2022	20221014	1,139.77
			JOHNSON BROTHERS LIQUOR CO	2142862	09/22/2022	20221014	748.22
			JOHNSON BROTHERS LIQUOR CO	2142861	09/22/2022	20221014	667.68
			JOHNSON BROTHERS LIQUOR CO	2142860	09/22/2022	20221014	1,433.55
					CHECK	477133 TOTAL:	38,539.22
477134	10/14/2022	PRTD	100835 ORIGIN WINE AND SPIRITS	0018597	09/22/2022	20221014	137.35
					CHECK	477134 TOTAL:	137.35
477135	10/14/2022	PRTD	103409 KELBRO COMPANY	2816100`	09/22/2022	20221014	74.45
			KELBRO COMPANY	2816015	09/22/2022	20221014	84.30
					CHECK	477135 TOTAL:	158.75
477136	10/14/2022	PRTD	124002 KIMLEY-HORN AND ASSOCIATES INC	22496684-1	08/31/2022	20221014	7,512.50
			KIMLEY-HORN AND ASSOCIATES INC	22496684-2	08/31/2022	20221014	198.38
					CHECK	477136 TOTAL:	7,710.88
477137	10/14/2022	PRTD	100944 KIWI KAI IMPORTS INC	178186	09/21/2022	20221014	800.12
			KIWI KAI IMPORTS INC	178194	09/21/2022	20221014	611.00
			KIWI KAI IMPORTS INC	178183	09/21/2022	20221014	154.00
					CHECK	477137 TOTAL:	1,565.12
477138	10/14/2022	PRTD	119947 KRAEMER MINING & MATERIALS INC	304256	09/19/2022	20221014	299.00
					CHECK	477138 TOTAL:	299.00

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
477139	10/14/2022	PRTD 151024 LA DONA SBC	5853	09/21/2022	20221014	76.00
				CHECK	477139 TOTAL:	76.00
477140	10/14/2022	PRTD 100852 LAWSON PRODUCTS INC	9309931987	09/15/2022	20221014	302.30
		LAWSON PRODUCTS INC	9309931988	09/15/2022	20221014	1,009.65
				CHECK	477140 TOTAL:	1,311.95
477141	10/14/2022	PRTD 101552 LEAGUE OF MINNESOTA CITIES	7536	09/19/2022	20221014	5,365.93
				CHECK	477141 TOTAL:	5,365.93
477142	10/14/2022	PRTD 135867 LIBATION PROJECT	49717	09/21/2022	20221014	170.00
		LIBATION PROJECT	49906	09/27/2022	20221014	630.12
		LIBATION PROJECT	49908	09/27/2022	20221014	236.08
				CHECK	477142 TOTAL:	1,036.20
477143	10/14/2022	PRTD 100858 LOGIS	52685-4	08/31/2022	22200064 20221014	18,838.14
				CHECK	477143 TOTAL:	18,838.14
477144	10/14/2022	PRTD 139627 TOM LOUCKS & ASSOCIATES INC	42866-1	09/19/2022	20221014	1,430.00
		TOM LOUCKS & ASSOCIATES INC	42866-2	09/19/2022	20221014	16.50
				CHECK	477144 TOTAL:	1,446.50
477145	10/14/2022	PRTD 141916 LUPULIN BREWING COMPANY	47751	09/21/2022	20221014	138.00
				CHECK	477145 TOTAL:	138.00
477146	10/14/2022	PRTD 123848 LVC COMPANIES INC	96715	09/19/2022	20221014	445.26
				CHECK	477146 TOTAL:	445.26
477147	10/14/2022	PRTD 100864 MACQUEEN EQUIPMENT LLC	P06675	09/19/2022	20221014	533.38

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	477147	TOTAL:	533.38
477148	10/14/2022	PRTD 143394	MAGNET FORENSICS USA INC	SIN053448	09/14/2022	20221014	4,040.00
				CHECK	477148	TOTAL:	4,040.00
477149	10/14/2022	PRTD 160449	MARY'S HANDKNITS LLC	2001	05/25/2022	20221014	680.00
				CHECK	477149	TOTAL:	680.00
477150	10/14/2022	PRTD 130477	MCDONALD DISTRIBUTING COMPANY	651952	09/21/2022	20221014	742.45
			MCDONALD DISTRIBUTING COMPANY	651953	09/21/2022	20221014	204.00
			MCDONALD DISTRIBUTING COMPANY	652033	09/22/2022	20221014	-50.57
			MCDONALD DISTRIBUTING COMPANY	651958	09/21/2022	20221014	1,197.50
			MCDONALD DISTRIBUTING COMPANY	651959	09/22/2022	20221014	485.55
				CHECK	477150	TOTAL:	2,578.93
477151	10/14/2022	PRTD 101483	MENARDS	77238	09/19/2022	20221014	1,158.00
				CHECK	477151	TOTAL:	1,158.00
477152	10/14/2022	PRTD 101483	MENARDS	68800	09/15/2022	20221014	47.92
			MENARDS	68881	09/16/2022	20221014	307.78
			MENARDS	68706	09/13/2022	20221014	509.84
			MENARDS	68689	09/13/2022	20221014	98.11
			MENARDS	68741	09/14/2022	20221014	104.98
			MENARDS	68768	09/14/2022	20221014	41.94
			MENARDS	69028	09/19/2022	20221014	37.92
				CHECK	477152	TOTAL:	1,148.49
477153	10/14/2022	PRTD 100883	MESSERLI & KRAMER	422961	09/07/2022	20221014	12,375.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

					INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK	477153	TOTAL:	12,375.00
477154	10/14/2022	PRTD	102729	METROPOLITAN FORD LLC	529268	09/15/2022		20221014	453.30
				METROPOLITAN FORD LLC	529441	09/19/2022		20221014	493.37
				METROPOLITAN FORD LLC	529439	09/16/2022		20221014	129.94
				METROPOLITAN FORD LLC	414808	09/19/2022		20221014	674.58
				METROPOLITAN FORD LLC	CM529361	09/09/2022		20221014	-21.21
				METROPOLITAN FORD LLC	529406	09/13/2022		20221014	30.76
				METROPOLITAN FORD LLC	529376	09/13/2022		20221014	29.03
				METROPOLITAN FORD LLC	529361	09/09/2022		20221014	21.21
				METROPOLITAN FORD LLC	529298	09/02/2022		20221014	114.21
						CHECK	477154	TOTAL:	1,925.19
477155	10/14/2022	PRTD	138732	TRADITION WINE & SPIRITS LLC	33378	09/21/2022		20221014	1,256.00
						CHECK	477155	TOTAL:	1,256.00
477156	10/14/2022	PRTD	103942	MINNESOTA FIRE SERVICE CERTIFICAT	10537	10/03/2022		20221014	136.50
						CHECK	477156	TOTAL:	136.50
477157	10/14/2022	PRTD	101952	MINNESOTA PLAYGROUND INC	2022429	09/16/2022	22200039	20221014	112,629.46
						CHECK	477157	TOTAL:	112,629.46
477158	10/14/2022	PRTD	112908	MINNESOTA ROADWAYS COMPANY	86763	09/15/2022		20221014	1,305.00
						CHECK	477158	TOTAL:	1,305.00
477159	10/14/2022	PRTD	120604	MINT CONDITION DETAILING INC	69478	09/16/2022		20221014	175.00
						CHECK	477159	TOTAL:	175.00
477160	10/14/2022	PRTD	140955	MODIST BREWING LLC	E-34774	09/21/2022		20221014	314.00
				MODIST BREWING LLC	E-34981	09/27/2022		20221014	152.00

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
			MODIST BREWING LLC	E-34986	09/27/2022		20221014	311.00
					CHECK	477160	TOTAL:	777.00
477161	10/14/2022	PRTD	160482 MONROE GARLAND LLC	418114	09/16/2022		20221014	165.13
					CHECK	477161	TOTAL:	165.13
477162	10/14/2022	PRTD	101459 ROSEMOUNT PARKS AND RECREATION	2022 DUES-GORMAN	09/27/2022		20221014	25.00
			ROSEMOUNT PARKS AND RECREATION	2022 DUES-FERN	09/27/2022		20221014	25.00
					CHECK	477162	TOTAL:	50.00
477163	10/14/2022	PRTD	160383 MSP AIRPORT FIRE DEPARTMENT	MSPFD-09/2022-1	09/19/2022		20221014	1,128.58
					CHECK	477163	TOTAL:	1,128.58
477164	10/14/2022	PRTD	100906 MTI DISTRIBUTING INC	1363747-00	09/13/2022		20221014	24.77
			MTI DISTRIBUTING INC	1363837-00	09/16/2022		20221014	501.06
					CHECK	477164	TOTAL:	525.83
477165	10/14/2022	PRTD	104416 BERNARD J MULCAHY COMPANY INC	PS-INV150280	09/14/2022		20221014	1,691.39
					CHECK	477165	TOTAL:	1,691.39
477166	10/14/2022	PRTD	100920 GENUINE PARTS COMPANY	2122-875121	09/16/2022		20221014	142.34
					CHECK	477166	TOTAL:	142.34
477167	10/14/2022	PRTD	100076 NEW FRANCE WINE CO	193137	09/21/2022		20221014	2,054.00
			NEW FRANCE WINE CO	193135	09/21/2022		20221014	1,871.50
					CHECK	477167	TOTAL:	3,925.50
477168	10/14/2022	PRTD	151528 NO WAIT INSIDE LLC	2266	06/30/2022		20221014	54.30
					CHECK	477168	TOTAL:	54.30

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
477169	10/14/2022	PRTD	999998 Ge, Wei	273-22-1313	09/22/2022		20221014	345.99
					CHECK		477169 TOTAL:	345.99
477170	10/14/2022	PRTD	999998 Lathrop, Mary	273-22-2953	09/22/2022		20221014	97.96
					CHECK		477170 TOTAL:	97.96
477171	10/14/2022	PRTD	999998 Pekarek, Nadine	273-21-6637	09/22/2022		20221014	175.48
					CHECK		477171 TOTAL:	175.48
477172	10/14/2022	PRTD	999998 Rutkowski, Mary	273-22-2477	09/22/2022		20221014	97.96
					CHECK		477172 TOTAL:	97.96
477173	10/14/2022	PRTD	999998 Vonosten, Robert	273-22-2851	09/22/2022		20221014	48.50
					CHECK		477173 TOTAL:	48.50
477174	10/14/2022	PRTD	999998 williams Jr, Phletus	273-22-1976	09/22/2022		20221014	114.64
					CHECK		477174 TOTAL:	114.64
477175	10/14/2022	PRTD	999999 IVERSON, TRAVIS	UNIFORM REIMBURSEMENT	10/28/2020		20221014	182.36
					CHECK		477175 TOTAL:	182.36
477176	10/14/2022	PRTD	999995 Great Neighborhood Homes Inc	ED190674-REFUND	10/04/2022		20221014	10,000.00
					CHECK		477176 TOTAL:	10,000.00
477177	10/14/2022	PRTD	999994 FORSETH, JOEL	CONSECO FAIR FUND	03/12/2020		20221014	50.00
					CHECK		477177 TOTAL:	50.00
477178	10/14/2022	PRTD	999994 Amy Cohen	1186775-REFUND	06/18/2021		20221014	125.00
					CHECK		477178 TOTAL:	125.00

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
477179	10/14/2022	PRTD 999994 Boevaag Plumbing Inc	ED199929-REFUND	10/06/2022	20221014	47.00
				CHECK	477179 TOTAL:	47.00
477180	10/14/2022	PRTD 999994 Hero Plumbing Heating and Cooling	ED200453-REFUND	09/28/2022	20221014	93.92
				CHECK	477180 TOTAL:	93.92
477181	10/14/2022	PRTD 999994 JS Stewart Companies Inc	ED198769-REFUND	09/15/2022	20221014	154.56
				CHECK	477181 TOTAL:	154.56
477182	10/14/2022	PRTD 999994 KTK Construction Inc	ED200427-REFUND	09/21/2022	20221014	1,100.00
				CHECK	477182 TOTAL:	1,100.00
477183	10/14/2022	PRTD 999994 LDK Builders	ED193717-REFUND	09/27/2022	20221014	25.68
				CHECK	477183 TOTAL:	25.68
477184	10/14/2022	PRTD 999994 Metro Paving	342335-7634284121	10/04/2022	20221014	1,631.73
				CHECK	477184 TOTAL:	1,631.73
477185	10/14/2022	PRTD 999994 Midland HVAC	ED200671-REFUND	10/06/2022	20221014	114.72
				CHECK	477185 TOTAL:	114.72
477186	10/14/2022	PRTD 999996 Payne, Steve		02/12/2021	20221014	80.72
				CHECK	477186 TOTAL:	80.72
477187	10/14/2022	PRTD 999996 Thewis, Amy		02/12/2021	20221014	26.91
				CHECK	477187 TOTAL:	26.91
477188	10/14/2022	PRTD 999996 Holschuh, Laurel	44283287-REFUND	08/10/2022	20221014	45.00
				CHECK	477188 TOTAL:	45.00

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
477189	10/14/2022	PRTD	999996	Learmonth, Laurel	44283439-REFUND	08/10/2022	20221014	45.00
					CHECK	477189	TOTAL:	45.00
477190	10/14/2022	PRTD	999996	Senior Communities Guide	46275144-REFUND	10/10/2022	20221014	100.00
					CHECK	477190	TOTAL:	100.00
477191	10/14/2022	PRTD	999997	ERDALL, STEVE	00089533-0342503008	02/12/2021	20221014	14.61
					CHECK	477191	TOTAL:	14.61
477192	10/14/2022	PRTD	999997	Rine, Robert	00087619-0332137003	02/12/2021	20221014	29.29
					CHECK	477192	TOTAL:	29.29
477193	10/14/2022	PRTD	999997	Alam Family Revocable Trust	00126473-4/14/21	04/14/2021	20221014	18.32
					CHECK	477193	TOTAL:	18.32
477194	10/14/2022	PRTD	999997	Patel, Hitesh	00124172-4/14/21	04/14/2021	20221014	42.16
					CHECK	477194	TOTAL:	42.16
477195	10/14/2022	PRTD	999997	Statz, Robin	00123495-01/11/21	01/22/2021	20221014	412.29
					CHECK	477195	TOTAL:	412.29
477196	10/14/2022	PRTD	100940	OWENS TECHNOLOGY COMPANIES INC	31050	09/15/2022	20221014	633.34
				OWENS TECHNOLOGY COMPANIES INC	31169	09/19/2022	20221014	556.60
					CHECK	477196	TOTAL:	1,189.94
477197	10/14/2022	PRTD	100945	PEPSI-COLA COMPANY	26069456	09/30/2022	20221014	265.85
					CHECK	477197	TOTAL:	265.85
477198	10/14/2022	PRTD	100119	PING INC	16501211	08/22/2022	20221014	171.00
				PING INC	16503096	08/23/2022	20221014	1,169.03

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
	PING INC	16504736	08/24/2022		20221014	496.59
	PING INC	16565932	10/07/2022		20221014	-98.00
			CHECK	477198	TOTAL:	1,738.62
477199	10/14/2022 PRTD 130926 PLANTSCAPE INC	371147	09/15/2022		20221014	2,335.06
			CHECK	477199	TOTAL:	2,335.06
477200	10/14/2022 PRTD 100958 PLUNKETT'S PEST CONTROL	7724151	09/16/2022		20221014	66.77
			CHECK	477200	TOTAL:	66.77
477201	10/14/2022 PRTD 108875 PRESCRIPTION LANDSCAPE	102908	09/16/2022		20221014	276.00
	PRESCRIPTION LANDSCAPE	97623	07/01/2022		20221014	589.96
			CHECK	477201	TOTAL:	865.96
477202	10/14/2022 PRTD 106322 SCHENCK, DAVID	160072	09/16/2022		20221014	539.11
	SCHENCK, DAVID	160067	09/16/2022		20221014	752.32
			CHECK	477202	TOTAL:	1,291.43
477203	10/14/2022 PRTD 131685 QUADIENT LEASING US, INC.	N9580322	09/14/2022		20221014	979.23
			CHECK	477203	TOTAL:	979.23
477204	10/14/2022 PRTD 110777 RAINBOW TREE COMPANY	442001	09/13/2022		20221014	6,937.50
			CHECK	477204	TOTAL:	6,937.50
477205	10/14/2022 PRTD 160517 RANGE RENOVATION CONSULTING INC	1057	09/13/2022		20221014	1,000.00
			CHECK	477205	TOTAL:	1,000.00
477206	10/14/2022 PRTD 108672 UNIVERSITY OF MINNESOTA	2083006134	09/14/2022		20221014	30.00
			CHECK	477206	TOTAL:	30.00

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
477207	10/14/2022	PRTD 100977 RICHFIELD PLUMBING COMPANY	85567	09/14/2022	20221014	2,921.50
				CHECK	477207 TOTAL:	2,921.50
477208	10/14/2022	PRTD 101659 ORKIN	231169839	09/13/2022	20221014	63.00
				CHECK	477208 TOTAL:	63.00
477209	10/14/2022	PRTD 160528 ROYAL TIRE INC	321-109247	08/16/2022	20221014	560.99
				CHECK	477209 TOTAL:	560.99
477210	10/14/2022	PRTD 160525 CHAMBERLAIN, RONALD	22EP1023	09/27/2022	20221014	150.00
				CHECK	477210 TOTAL:	150.00
477211	10/14/2022	PRTD 100988 SAFETY KLEEN SYSTEMS INC	89804405	09/14/2022	20221014	224.21
				CHECK	477211 TOTAL:	224.21
477212	10/14/2022	PRTD 144553 SALTCO LLC	94186	09/15/2022	20221014	70.00
				CHECK	477212 TOTAL:	70.00
477213	10/14/2022	PRTD 100995 SHORT-ELLIOT-HENDRICKSON INCORPOR	432674	09/14/2022	20221014	3,106.55
		SHORT-ELLIOT-HENDRICKSON INCORPOR	431763	09/17/2022	20221014	8,651.25
		SHORT-ELLIOT-HENDRICKSON INCORPOR	433705	09/26/2022	20221014	760.78
				CHECK	477213 TOTAL:	12,518.58
477214	10/14/2022	PRTD 101556 SHRED-IT USA	8002410591	09/25/2022	20221014	68.34
				CHECK	477214 TOTAL:	68.34
477215	10/14/2022	PRTD 120784 WALSH GRAPHICS INC	17608	09/15/2022	20221014	147.51
				CHECK	477215 TOTAL:	147.51

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
477216	10/14/2022	PRTD 137482 SITEONE LANDSCAPE SUPPLY LLC	123452160-001	09/16/2022	20221014	72.03
				CHECK	477216 TOTAL:	72.03
477217	10/14/2022	PRTD 127878 SOUTHERN GLAZERS WINE & SPIRITS L 2260943		09/21/2022	20221014	247.60
		SOUTHERN GLAZERS WINE & SPIRITS L 2260939		09/21/2022	20221014	635.45
		SOUTHERN GLAZERS WINE & SPIRITS L 2260941		09/21/2022	20221014	325.60
		SOUTHERN GLAZERS WINE & SPIRITS L 2260944		09/21/2022	20221014	1,836.90
		SOUTHERN GLAZERS WINE & SPIRITS L 2260940		09/21/2022	20221014	96.80
		SOUTHERN GLAZERS WINE & SPIRITS L 2260942		09/21/2022	20221014	294.10
		SOUTHERN GLAZERS WINE & SPIRITS L 2260945		09/21/2022	20221014	1,608.85
		SOUTHERN GLAZERS WINE & SPIRITS L 2260954		09/21/2022	20221014	3,706.13
		SOUTHERN GLAZERS WINE & SPIRITS L 2260953		09/21/2022	20221014	247.60
		SOUTHERN GLAZERS WINE & SPIRITS L 2260955		09/21/2022	20221014	1,253.80
		SOUTHERN GLAZERS WINE & SPIRITS L 2260957		09/21/2022	20221014	437.60
		SOUTHERN GLAZERS WINE & SPIRITS L 2260952		09/21/2022	20221014	635.45
		SOUTHERN GLAZERS WINE & SPIRITS L 2260956		09/21/2022	20221014	1,359.52
				CHECK	477217 TOTAL:	12,685.40
477218	10/14/2022	PRTD 101023 SOUTHWEST SUBURBAN CABLE COMMISSI	202218	10/03/2022	20221014	15,497.00
				CHECK	477218 TOTAL:	15,497.00
477219	10/14/2022	PRTD 119715 SPARTAN PROMOTIONAL GROUP	608608	09/15/2022	20221014	938.50
				CHECK	477219 TOTAL:	938.50
477220	10/14/2022	PRTD 144772 SPEC RESCUE INTERNATIONAL INC	22-4I081	09/16/2022	20221014	27,905.00
				CHECK	477220 TOTAL:	27,905.00

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
477221	10/14/2022	PRTD 145599 SSI MN TRANCHE 1 LLC	38810	09/15/2022	20221014	45,692.07
				CHECK	477221 TOTAL:	45,692.07
477222	10/14/2022	PRTD 145599 SSI MN TRANCHE 2 LLC	38811	09/15/2022	20221014	8,947.08
				CHECK	477222 TOTAL:	8,947.08
477223	10/14/2022	PRTD 139006 OFFICE OF MNIT SERVICES	W22080548	09/15/2022	20221014	1,602.18
				CHECK	477223 TOTAL:	1,602.18
477224	10/14/2022	PRTD 139006 OFFICE OF MNIT SERVICES	W22080551	09/15/2022	20221014	308.70
				CHECK	477224 TOTAL:	308.70
477225	10/14/2022	PRTD 133068 STEEL TOE BREWING LLC	47244	09/21/2022	20221014	246.00
		STEEL TOE BREWING LLC	47245	09/21/2022	20221014	355.00
				CHECK	477225 TOTAL:	601.00
477226	10/14/2022	PRTD 124029 STERICYCLE	8002442402	09/30/2022	20221014	129.49
				CHECK	477226 TOTAL:	129.49
477227	10/14/2022	PRTD 146040 STRAYER, JUSTIN	17333	09/21/2022	20221014	341.29
				CHECK	477227 TOTAL:	341.29
477228	10/14/2022	PRTD 105874 SUBURBAN TIRE WHOLESALE INC	10189107	09/14/2022	20221014	648.00
				CHECK	477228 TOTAL:	648.00
477229	10/14/2022	PRTD 104932 TAYLOR MADE	36164332	08/22/2022	20221014	105.00
				CHECK	477229 TOTAL:	105.00
477230	10/14/2022	PRTD 160516 CHANDLER, SPENCER	09162022	09/16/2022	20221014	280.00

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

					INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 477230 TOTAL:	280.00
477231	10/14/2022	PRTD	129923	CONTEMPORARY INC	V879843	09/14/2022		20221014	28.05
								CHECK 477231 TOTAL:	28.05
477232	10/14/2022	PRTD	123129	TIMESAVER OFF SITE SECRETARIAL IN	M27609	09/14/2022		20221014	417.50
								CHECK 477232 TOTAL:	417.50
477233	10/14/2022	PRTD	138581	TRUST IN US LLC	95292	09/01/2022		20221014	30.00
								CHECK 477233 TOTAL:	30.00
477234	10/14/2022	PRTD	101360	TWIN CITY HARDWARE COMPANY INC	PSI2143148	09/15/2022		20221014	79.26
								CHECK 477234 TOTAL:	79.26
477235	10/14/2022	PRTD	102150	TWIN CITY SEED CO	52796	09/19/2022		20221014	113.50
								CHECK 477235 TOTAL:	113.50
477236	10/14/2022	PRTD	146436	TYLER TECHNOLOGIES INC	025-392871	08/31/2022		20221014	19,620.02
					TYLER TECHNOLOGIES INC	025-394420	09/14/2022	20221014	743.75
					TYLER TECHNOLOGIES INC	130-130562	09/03/2022	20221014	136,730.00
								CHECK 477236 TOTAL:	157,093.77
477237	10/14/2022	PRTD	130874	UNITED RENTALS (NORTH AMERICA) IN	210570260-001	09/13/2022		20221014	1,791.90
								CHECK 477237 TOTAL:	1,791.90
477238	10/14/2022	PRTD	140009	US KIDS GOLF LLC	IN2060890	09/08/2022		20221014	223.09
								CHECK 477238 TOTAL:	223.09
477239	10/14/2022	PRTD	100050	USPS	79684	10/12/2022		20221014	82.08
								CHECK 477239 TOTAL:	82.08

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
477240	10/14/2022	PRTD 144033 USS MINNESOTA ONE MT LLC	38809	09/15/2022	20221014	4,329.53
				CHECK	477240 TOTAL:	4,329.53
477241	10/14/2022	PRTD 160066 UTILITYLOGIC	13634	09/14/2022	20221014	67.66
				CHECK	477241 TOTAL:	67.66
477242	10/14/2022	PRTD 101058 VAN PAPER COMPANY	012541	09/15/2022	20221014	737.43
		VAN PAPER COMPANY	012558	09/15/2022	20221014	184.74
		VAN PAPER COMPANY	012559	09/15/2022	20221014	1,051.06
		VAN PAPER COMPANY	012547	09/15/2022	20221014	764.27
		VAN PAPER COMPANY	013143	09/21/2022	20221014	491.87
				CHECK	477242 TOTAL:	3,229.37
477243	10/14/2022	PRTD 144209 VENN BREWING COMPANY LLC	3548	09/22/2022	20221014	85.50
				CHECK	477243 TOTAL:	85.50
477244	10/14/2022	PRTD 101063 VERSATILE VEHICLES	88790	09/19/2022	20221014	238.64
				CHECK	477244 TOTAL:	238.64
477245	10/14/2022	PRTD 160522 VINCENT PROMOTIONS LLC	22-1885	09/13/2022	20221014	575.00
				CHECK	477245 TOTAL:	575.00
477246	10/14/2022	PRTD 160088 VINIFERA IMPORTS	326156	09/14/2022	20221014	1,780.00
		VINIFERA IMPORTS	326155	09/16/2022	20221014	289.00
		VINIFERA IMPORTS	326154	09/15/2022	20221014	219.00
				CHECK	477246 TOTAL:	2,288.00
477247	10/14/2022	PRTD 119454 VINOCOPIA INC	0313140-IN	09/22/2022	20221014	379.75
		VINOCOPIA INC	0313178-IN	09/22/2022	20221014	161.25

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

		INVOICE	INV DATE	PO	CHECK RUN	NET
	VINOCOPIA INC	0313141-IN	09/22/2022		20221014	100.25
	VINOCOPIA INC	0313143-IN	09/22/2022		20221014	169.00
	VINOCOPIA INC	0313144-IN	09/22/2022		20221014	306.50
	VINOCOPIA INC	0303142-IN	09/22/2022		20221014	1,183.00
			CHECK	477247	TOTAL:	2,299.75
477248	10/14/2022 PRTD 143468 PORTAGE BREWING COMPANY	002834	09/21/2022		20221014	210.00
			CHECK	477248	TOTAL:	210.00
477249	10/14/2022 PRTD 123616 WATER CONSERVATION SERVICES INC	12560	09/15/2022		20221014	340.00
			CHECK	477249	TOTAL:	340.00
477250	10/14/2022 PRTD 101033 WINE COMPANY	215331	09/21/2022		20221014	718.00
	WINE COMPANY	215349	09/21/2022		20221014	2,836.10
	WINE COMPANY	215334	09/21/2022		20221014	2,164.00
			CHECK	477250	TOTAL:	5,718.10
477251	10/14/2022 PRTD 130471 WINFIELD SOLUTIONS LLC	65240466	09/19/2022		20221014	1,836.45
	WINFIELD SOLUTIONS LLC	65243846	09/21/2022		20221014	-296.94
	WINFIELD SOLUTIONS LLC	65261428	10/06/2022		20221014	-133.00
			CHECK	477251	TOTAL:	1,406.51
477252	10/14/2022 PRTD 124503 WINSUPPLY EDEN PRAIRIE MN CO	233872 01	09/16/2022		20221014	54.13
			CHECK	477252	TOTAL:	54.13
477253	10/14/2022 PRTD 142162 WOODEN HILL BREWING COMPANY LLC	3747	09/22/2022		20221014	131.40
	WOODEN HILL BREWING COMPANY LLC	3739	09/22/2022		20221014	340.80
			CHECK	477253	TOTAL:	472.20

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

477254 10/14/2022 PRTD 160299 WOODEN SHIP BREWING COMPANY

000220

09/16/2022

20221014

90.00

CHECK

477254 TOTAL:

90.00

477255 10/14/2022 PRTD 127774 WORLDWIDE CELLARS INC

R22-59477

09/21/2022

20221014

120.04

CHECK

477255 TOTAL:

120.04

477256 10/14/2022 PRTD 130618 CHANHASSEN AUTO CENTERS LLC

23110

09/16/2022

20221014

886.13

CHANHASSEN AUTO CENTERS LLC

23292

09/19/2022

20221014

580.50

CHECK

477256 TOTAL:

1,466.63

477257 10/14/2022 PRTD 101091 ZIEGLER INC

SI000230228

09/20/2022

20221014

829.80

ZIEGLER INC

CM000094397

10/01/2022

20221014

-498.88

CHECK

477257 TOTAL:

330.92

NUMBER OF CHECKS 204

*** CASH ACCOUNT TOTAL ***

872,847.07

TOTAL PRINTED CHECKS

COUNT
204AMOUNT
872,847.07

*** GRAND TOTAL ***

872,847.07

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			268,947.70
2300 Pedestrian and Cyclist Safety			865.19
2500 Conservation & Sustainability			3,829.81
2600 Housing & Redvlpmt Authority			9,194.54
2600 Housing & Redvlpmt Authority			7,489.56
4000 Capital Projects			64,775.20
4200 Equipment Replacement			3,079.00
4400 PIR Capital Projects			490,170.09
5200 Braemar Golf Course			10,921.64
5200 Braemar Golf Course			10,455.32
5400 Edinborough Park			1,560.05
5500 Braemar Arena			1,931.87
5600 Braemar Field			17.45
5700 Centennial Lakes			1,598.04
5800 Liquor			250,974.89
5900 Utility Fund			33,130.10
5900 Utility Fund			47,483.42
5900 Utility Fund			12,754.53
6000 Risk Management			22,167.76
6100 Equipment Operations			11,351.45
6200 Information Technology			1,780.47
6300 Facilities Management			15,677.70
7100 PS Training Facility			16,327.50
7200 MN Task Force 1			86.31
9000 Payroll			415,919.90
9999 Pooled Cash Fund			
		1,702,489.49	
	TOTAL	1,702,489.49	1,702,489.49

** 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
477260	10/21/2022	PRTD	133644 A DYNAMIC DOOR CO INC	22209261	09/26/2022	20221021	2,061.69
					CHECK	477260 TOTAL:	2,061.69
477261	10/21/2022	PRTD	101304 ABM EQUIPMENT & SUPPLY	0172006-IN	09/20/2022	20221021	490.46
			ABM EQUIPMENT & SUPPLY	0172001-IN	09/20/2022	20221021	535.69
					CHECK	477261 TOTAL:	1,026.15
477262	10/21/2022	PRTD	129458 ACME ELECTRIC MOTOR INC	10412563	09/22/2022	20221021	425.93
					CHECK	477262 TOTAL:	425.93
477263	10/21/2022	PRTD	135922 ACUSHNET COMPANY	914105467	09/06/2022	20221021	114.00
			ACUSHNET COMPANY	914159311	09/14/2022	20221021	199.63
			ACUSHNET COMPANY	914199856	09/20/2022	20221021	79.17
			ACUSHNET COMPANY	914275365	09/29/2022	20221021	528.55
			ACUSHNET COMPANY	914308065	10/04/2022	20221021	60.78
					CHECK	477263 TOTAL:	982.13
477264	10/21/2022	PRTD	103357 ALPHA VIDEO & AUDIO INC	13523	09/21/2022	20221021	1,200.00
			ALPHA VIDEO & AUDIO INC	13632	09/26/2022	20221021	400.00
					CHECK	477264 TOTAL:	1,600.00
477265	10/21/2022	PRTD	137833 PEREGRINE AWARDS AND PROMOTIONAL	12330	09/22/2022	20221021	8.00
					CHECK	477265 TOTAL:	8.00
477266	10/21/2022	PRTD	160095 AM CRAFT SPIRITS SALES & MARKETIN	15409	09/21/2022	20221021	67.75
			AM CRAFT SPIRITS SALES & MARKETIN	15461	09/29/2022	20221021	63.49
					CHECK	477266 TOTAL:	131.24
477267	10/21/2022	PRTD	160342 AMALGAM CONSULTING LLC	20220923	09/23/2022	20221021	195.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK 477267 TOTAL:	195.00
477268	10/21/2022	PRTD 141960	AMAZON CAPITAL SERVICES	11FG-V7MJ-HPDF	09/20/2022		20221021	350.78
			AMAZON CAPITAL SERVICES	1RR7-RJX7-1R7H	09/20/2022		20221021	54.69
			AMAZON CAPITAL SERVICES	1LYJ-VHKT-1CYW	09/21/2022		20221021	97.16
			AMAZON CAPITAL SERVICES	1LYJ-VHKT-1TM4	09/21/2022		20221021	48.74
			AMAZON CAPITAL SERVICES	19JX-NWWY-4F6D	09/21/2022		20221021	109.95
			AMAZON CAPITAL SERVICES	1FXR-N4JH-CFRY	09/21/2022		20221021	86.31
			AMAZON CAPITAL SERVICES	1HGV-6DM4-9HVN	09/21/2022		20221021	106.57
			AMAZON CAPITAL SERVICES	1PDM-VC33-L7W1	09/21/2022		20221021	1,397.58
			AMAZON CAPITAL SERVICES	19JX-NWWY-NDRX	09/21/2022		20221021	34.00
			AMAZON CAPITAL SERVICES	1XXR-GFLD-XTDQ	09/22/2022		20221021	20.99
			AMAZON CAPITAL SERVICES	1X9K-HCRY-DQ1D	09/22/2022		20221021	162.77
			AMAZON CAPITAL SERVICES	1MXD-TNMQ-VNG1	09/23/2022		20221021	308.66
			AMAZON CAPITAL SERVICES	1KGM-11W1-4NVW	09/23/2022		20221021	8.95
			AMAZON CAPITAL SERVICES	1DFP-LDRX-FD3J	09/24/2022		20221021	19.76
			AMAZON CAPITAL SERVICES	1PPM-MXY6-V7FN	09/24/2022		20221021	15.99
			AMAZON CAPITAL SERVICES	1TPL-V6JT-6PG4	09/25/2022		20221021	94.93
			AMAZON CAPITAL SERVICES	1DJ4-R6CP-FNR3	09/25/2022		20221021	-18.00
			AMAZON CAPITAL SERVICES	1CVD-XLYN-LC3D	09/25/2022		20221021	149.70
			AMAZON CAPITAL SERVICES	1QQ3-F1WW-CTDM	09/29/2022		20221021	-14.97
							CHECK 477268 TOTAL:	3,034.56
477269	10/21/2022	PRTD 100630	ANCHOR PAPER COMPANY	10699127-00	09/20/2022		20221021	1,136.25
							CHECK 477269 TOTAL:	1,136.25
477270	10/21/2022	PRTD 118491	APPLE INC	AK01061456	09/26/2022		20221021	615.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK 477270 TOTAL:	615.00
477271	10/21/2022	PRTD 151441	ARAMARK UNIFORM AND CAREER APPEAL	2500098754	09/21/2022		20221021	244.21
							CHECK 477271 TOTAL:	244.21
477272	10/21/2022	PRTD 151756	ARBEITER BREWING COMPANY LLC	809	09/22/2022		20221021	270.00
			ARBEITER BREWING COMPANY LLC	814	09/29/2022		20221021	132.00
			ARBEITER BREWING COMPANY LLC	815	09/29/2022		20221021	90.00
							CHECK 477272 TOTAL:	492.00
477273	10/21/2022	PRTD 100634	ASPEN EQUIPMENT CO	10240622	09/23/2022		20221021	1,814.25
							CHECK 477273 TOTAL:	1,814.25
477274	10/21/2022	PRTD 101718	IEH AUTO PARTS LLC	380123160	09/21/2022		20221021	11.88
			IEH AUTO PARTS LLC	380122985	09/20/2022		20221021	11.88
			IEH AUTO PARTS LLC	380122983	09/22/2022		20221021	61.10
			IEH AUTO PARTS LLC	380123437	09/22/2022		20221021	7.92
			IEH AUTO PARTS LLC	380123680	09/26/2022		20221021	7.02
			IEH AUTO PARTS LLC	380123765	09/26/2022		20221021	7.92
			IEH AUTO PARTS LLC	380123777	09/26/2022		20221021	15.84
			IEH AUTO PARTS LLC	380123616	09/26/2022		20221021	32.69
							CHECK 477274 TOTAL:	156.25
477275	10/21/2022	PRTD 100646	BECKER ARENA PRODUCTS INC	606226	09/21/2022		20221021	741.15
			BECKER ARENA PRODUCTS INC	606249	09/22/2022		20221021	17.45
							CHECK 477275 TOTAL:	758.60
477276	10/21/2022	PRTD 101355	BELLBOY CORPORATION	0105775200	09/22/2022		20221021	26.67
			BELLBOY CORPORATION	0096633500	09/22/2022		20221021	1,550.05

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

		INVOICE	INV DATE	PO	CHECK RUN	NET
	BELLBOY CORPORATION	0096606000	09/22/2022		20221021	225.30
	BELLBOY CORPORATION	0096725700	09/29/2022		20221021	97.65
	BELLBOY CORPORATION	0096736500	09/29/2022		20221021	1,259.50
	BELLBOY CORPORATION	0105813600	09/29/2022		20221021	102.46
	BELLBOY CORPORATION	0096698800	09/29/2022		20221021	279.30
	BELLBOY CORPORATION	0105806800	09/29/2022		20221021	147.67
	BELLBOY CORPORATION	0096736700	09/29/2022		20221021	1,039.55
	BELLBOY CORPORATION	0096736600	09/29/2022		20221021	2,053.65
	BELLBOY CORPORATION	0096725800	09/29/2022		20221021	456.95
			CHECK	477276	TOTAL:	7,238.75
477277	10/21/2022 PRD 142153	BLACK STACK BREWING INC	19376	09/22/2022	20221021	701.00
		BLACK STACK BREWING INC	19469	09/29/2022	20221021	470.00
		BLACK STACK BREWING INC	19470	09/29/2022	20221021	253.00
		BLACK STACK BREWING INC	19471	09/29/2022	20221021	344.00
			CHECK	477277	TOTAL:	1,768.00
477278	10/21/2022 PRD 132444	BOLTON & MENK INC	0297745	09/21/2022	20221021	1,135.00
			CHECK	477278	TOTAL:	1,135.00
477279	10/21/2022 PRD 101010	BORDER STATES INDUSTRIES INC	924999278	09/23/2022	20221021	25.66
		BORDER STATES INDUSTRIES INC	925005553	09/23/2022	20221021	62.88
			CHECK	477279	TOTAL:	88.54
477280	10/21/2022 PRD 105367	BOUND TREE MEDICAL LLC	84691551	09/20/2022	20221021	1,135.96
		BOUND TREE MEDICAL LLC	84698765	09/26/2022	20221021	40.18
			CHECK	477280	TOTAL:	1,176.14

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

						INVOICE	INV DATE	PO	CHECK RUN	NET
477281	10/21/2022	PRTD	119351	BOURGET IMPORTS		190411	09/29/2022		20221021	69.75
				BOURGET IMPORTS		190599	10/04/2022		20221021	660.75
				BOURGET IMPORTS		190600	10/04/2022		20221021	292.37
				BOURGET IMPORTS		190601	10/04/2022		20221021	243.50
							CHECK	477281	TOTAL:	1,266.37
477282	10/21/2022	PRTD	117040	ALLIANCE PARTS TRUCK AND TRAILER		007P41852	09/26/2022		20221021	45.02
							CHECK	477282	TOTAL:	45.02
477283	10/21/2022	PRTD	100664	BRAUN INTERTEC CORPORATION		B310689	09/22/2022		20221021	7,817.54
							CHECK	477283	TOTAL:	7,817.54
477284	10/21/2022	PRTD	124291	BREAKTHRU BEVERAGE MINNESOTA WINE		345750467	09/21/2022		20221021	1,201.50
				BREAKTHRU BEVERAGE MINNESOTA WINE		345750466	09/22/2022		20221021	2,647.08
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837760	09/28/2022		20221021	1,885.17
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837759	09/28/2022		20221021	2,845.40
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837758	09/28/2022		20221021	140.55
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837757	09/28/2022		20221021	83.69
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837756	09/28/2022		20221021	104.30
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837753	09/28/2022		20221021	472.40
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837755	09/28/2022		20221021	140.55
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837754	09/28/2022		20221021	2,860.58
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837730	09/28/2022		20221021	661.20
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837731	09/28/2022		20221021	89.15
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837728	09/28/2022		20221021	178.10
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837727	09/28/2022		20221021	149.08
				BREAKTHRU BEVERAGE MINNESOTA WINE		345837752	09/28/2022		20221021	1,325.94

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
			BREAKTHRU BEVERAGE MINNESOTA WINE	345837729	09/28/2022		20221021	5,662.78
					CHECK	477284	TOTAL:	20,447.47
477285	10/21/2022	PRTD 124529	BREAKTHRU BEVERAGE MINNESOTA BEER	345818133	09/27/2022		20221021	49.15
			BREAKTHRU BEVERAGE MINNESOTA BEER	345818135	09/27/2022		20221021	308.75
			BREAKTHRU BEVERAGE MINNESOTA BEER	345818134	09/27/2022		20221021	7,641.35
			BREAKTHRU BEVERAGE MINNESOTA BEER	345912411	10/04/2022		20221021	6,105.55
			BREAKTHRU BEVERAGE MINNESOTA BEER	345912493	10/04/2022		20221021	5,563.50
			BREAKTHRU BEVERAGE MINNESOTA BEER	345912492	10/04/2022		20221021	117.50
			BREAKTHRU BEVERAGE MINNESOTA BEER	345912410	10/04/2022		20221021	156.00
			BREAKTHRU BEVERAGE MINNESOTA BEER	345912416	10/04/2022		20221021	442.60
					CHECK	477285	TOTAL:	20,384.40
477286	10/21/2022	PRTD 160367	BSN SPORTS LLC	918295683	09/20/2022		20221021	218.70
					CHECK	477286	TOTAL:	218.70
477287	10/21/2022	PRTD 100648	BERTELSON BROTHERS INC	WO-1206215-1	09/20/2022		20221021	145.04
			BERTELSON BROTHERS INC	WO-1206215-2	09/21/2022		20221021	5.99
			BERTELSON BROTHERS INC	WO-1206215-3	09/22/2022		20221021	58.52
			BERTELSON BROTHERS INC	WO-1206874-1	09/23/2022		20221021	25.76
					CHECK	477287	TOTAL:	235.31
477288	10/21/2022	PRTD 102149	CALLAWAY GOLF	935157058	07/01/2022		20221021	475.20
			CALLAWAY GOLF	935301106	08/01/2022		20221021	9,487.50
			CALLAWAY GOLF	935518216	09/26/2022		20221021	475.20
					CHECK	477288	TOTAL:	10,437.90
477289	10/21/2022	PRTD 119455	CAPITOL BEVERAGE SALES LP	2745915	09/30/2022		20221021	1,011.35
			CAPITOL BEVERAGE SALES LP	2745898	09/30/2022		20221021	135.00

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

				CAPITOL BEVERAGE SALES LP	2745914	09/30/2022		20221021	1,207.70
				CAPITOL BEVERAGE SALES LP	2746978	10/04/2022		20221021	3,250.90
				CAPITOL BEVERAGE SALES LP	2746976	10/04/2022		20221021	195.00
				CAPITOL BEVERAGE SALES LP	2746977	10/04/2022		20221021	1,296.00
						CHECK	477289	TOTAL:	7,095.95
477290	10/21/2022	PRTD	160520	CAREFREE AQUARIUM SERVICES LLC	26761	09/20/2022		20221021	157.00
						CHECK	477290	TOTAL:	157.00
477291	10/21/2022	PRTD	101515	CEMSTONE PRODUCTS COMPANY	C2577279	09/22/2022		20221021	2,415.00
				CEMSTONE PRODUCTS COMPANY	C2579045	09/26/2022		20221021	6,502.00
						CHECK	477291	TOTAL:	8,917.00
477292	10/21/2022	PRTD	105497	CENTRAL ROOFING COMPANY	31685	09/20/2022		20221021	1,950.00
				CENTRAL ROOFING COMPANY	31710	09/23/2022		20221021	930.00
						CHECK	477292	TOTAL:	2,880.00
477293	10/21/2022	PRTD	142028	CINTAS CORPORATION	4132379487	09/26/2022		20221021	11.78
				CINTAS CORPORATION	4132379469	09/26/2022		20221021	17.87
				CINTAS CORPORATION	4132379563	09/26/2022		20221021	27.65
				CINTAS CORPORATION	4132379477	09/26/2022		20221021	26.88
				CINTAS CORPORATION	4132379512	09/26/2022		20221021	36.03
				CINTAS CORPORATION	4132380285	09/26/2022		20221021	154.66
						CHECK	477293	TOTAL:	274.87
477294	10/21/2022	PRTD	100684	CITY OF BLOOMINGTON	21289	10/04/2022		20221021	13,620.75
						CHECK	477294	TOTAL:	13,620.75

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

		INVOICE	INV DATE	PO	CHECK RUN	NET
477295	10/21/2022	PRTD 160222 SCHIPPER & CO USA, INC.	371034	09/22/2022	20221021	458.85
				CHECK	477295 TOTAL:	458.85
477296	10/21/2022	PRTD 120433 COMCAST	0540232-10/22	10/08/2022	20221021	95.77
				CHECK	477296 TOTAL:	95.77
477297	10/21/2022	PRTD 101329 CONSTRUCTION MATERIALS INC	0224061-IN	09/23/2022	20221021	602.40
				CHECK	477297 TOTAL:	602.40
477298	10/21/2022	PRTD 151181 CORRECTIVE ASPHALT MATERIALS, LLC	22103S	09/22/2022	20221021	135,520.32
				CHECK	477298 TOTAL:	135,520.32
477299	10/21/2022	PRTD 101418 CUMMINS SALES AND SERVICE	E4-42835	09/26/2022	20221021	2,459.47
				CHECK	477299 TOTAL:	2,459.47
477300	10/21/2022	PRTD 101951 CUSTOM REFRIGERATION INC	0000056311	09/22/2022	20221021	852.28
				CHECK	477300 TOTAL:	852.28
477301	10/21/2022	PRTD 104020 DALCO ENTERPRISES INC	3988070	09/22/2022	20221021	313.90
				CHECK	477301 TOTAL:	313.90
477302	10/21/2022	PRTD 160492 DAVE'S SPRINKLER REPAIR & WINTERI	545	09/26/2022	20221021	498.50
				CHECK	477302 TOTAL:	498.50
477303	10/21/2022	PRTD 102783 DLT SOLUTIONS INC	5110260A	09/26/2022	20221021	24,601.50
				CHECK	477303 TOTAL:	24,601.50
477304	10/21/2022	PRTD 150827 DRASTIC MEASURES BREWING, LLC	2631	09/29/2022	20221021	150.80
				CHECK	477304 TOTAL:	150.80

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
477305	10/21/2022	PRTD 145811 EASTLAKE CRAFT BREWERY LLC	2035	09/29/2022	20221021	60.00
				CHECK	477305 TOTAL:	60.00
477306	10/21/2022	PRTD 132810 ECM PUBLISHERS INC	912278	09/22/2022	20221021	249.90
				CHECK	477306 TOTAL:	249.90
477307	10/21/2022	PRTD 103594 EDINALARM INC	81919	09/20/2022	20221021	462.50
				CHECK	477307 TOTAL:	462.50
477308	10/21/2022	PRTD 101956 EMERGENCY APPARATUS MAINTENANCE I 125044		09/26/2022	20221021	1,551.50
		EMERGENCY APPARATUS MAINTENANCE I 124909		09/26/2022	20221021	265.00
		EMERGENCY APPARATUS MAINTENANCE I 124908		09/26/2022	20221021	265.00
		EMERGENCY APPARATUS MAINTENANCE I 124907		09/26/2022	20221021	265.00
		EMERGENCY APPARATUS MAINTENANCE I 125045		09/26/2022	20221021	793.22
		EMERGENCY APPARATUS MAINTENANCE I 125046		09/26/2022	20221021	2,453.45
		EMERGENCY APPARATUS MAINTENANCE I 124906		09/26/2022	20221021	325.00
				CHECK	477308 TOTAL:	5,918.17
477309	10/21/2022	PRTD 122792 EMERGENCY AUTOMOTIVE TECHNOLOGIES RP092322-02		09/23/2022	20221021	16.35
				CHECK	477309 TOTAL:	16.35
477310	10/21/2022	PRTD 104733 EMERGENCY MEDICAL PRODUCTS INC	2482994	09/21/2022	20221021	312.00
				CHECK	477310 TOTAL:	312.00
477311	10/21/2022	PRTD 100146 ELLIOTT AUTO SUPPLY CO, INC	1-8001819	09/20/2022	20221021	235.80
		ELLIOTT AUTO SUPPLY CO, INC	69-463630	09/21/2022	20221021	34.71
		ELLIOTT AUTO SUPPLY CO, INC	69-463669	09/22/2022	20221021	77.80
		ELLIOTT AUTO SUPPLY CO, INC	69-463772	09/22/2022	20221021	57.85
		ELLIOTT AUTO SUPPLY CO, INC	1-8009621	09/22/2022	20221021	14.55

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

				ELLIOTT AUTO SUPPLY CO, INC	69-463571	09/21/2022		20221021	-259.79
						CHECK	477311	TOTAL:	160.92
477312	10/21/2022	PRTD	147181	FALLING BREWERY - BERGMAN LEDGE L E-7795		09/21/2022		20221021	201.00
				FALLING BREWERY - BERGMAN LEDGE L E-7834		09/28/2022		20221021	201.00
				FALLING BREWERY - BERGMAN LEDGE L E-7835		09/29/2022		20221021	134.00
						CHECK	477312	TOTAL:	536.00
477313	10/21/2022	PRTD	130699	FLEETPRIDE INC	102468353	09/21/2022		20221021	32.36
				FLEETPRIDE INC	102468412	09/21/2022		20221021	289.80
						CHECK	477313	TOTAL:	322.16
477314	10/21/2022	PRTD	144982	GERTENS GREENHOUSES AND GARDEN CE	83802/30	09/21/2022		20221021	423.20
						CHECK	477314	TOTAL:	423.20
477315	10/21/2022	PRTD	101351	GILBERT MECHANICAL CONTRACTORS LL	59822	09/20/2022	22200043	20221021	32,000.00
						CHECK	477315	TOTAL:	32,000.00
477316	10/21/2022	PRTD	130052	MARK SHIRLEY	1919	09/24/2022		20221021	752.50
						CHECK	477316	TOTAL:	752.50
477317	10/21/2022	PRTD	160376	GOPHER	IN220112	09/20/2022		20221021	289.97
						CHECK	477317	TOTAL:	289.97
477318	10/21/2022	PRTD	101103	WW GRAINGER	9453185267	09/21/2022		20221021	311.40
				WW GRAINGER	9455499005	09/23/2022		20221021	20.17
				WW GRAINGER	9457772615	09/26/2022		20221021	30.46
				WW GRAINGER	9457231216	09/26/2022		20221021	209.86

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	477318	TOTAL:	571.89
477319	10/21/2022	PRTD 144412 WINEBOW	MN00119661	09/29/2022	20221021	334.20
		WINEBOW	MN00119717	09/29/2022	20221021	1,104.92
		WINEBOW	MN00119891	10/04/2022	20221021	505.92
			CHECK	477319	TOTAL:	1,945.04
477320	10/21/2022	PRTD 151168 HAMMER SPORTS LLC	2572	09/25/2022	20221021	102.00
			CHECK	477320	TOTAL:	102.00
477321	10/21/2022	PRTD 130116 HARRIS	SRVCE000000002718	09/22/2022	20221021	405.00
			CHECK	477321	TOTAL:	405.00
477322	10/21/2022	PRTD 100798 HAYDEN-MURPHY EQUIPMENT COMPANY	P0938201	09/20/2022	20221021	502.53
		HAYDEN-MURPHY EQUIPMENT COMPANY	R0257001	09/26/2022	20221021	7,600.00
		HAYDEN-MURPHY EQUIPMENT COMPANY	R0260101	10/04/2022	20221021	-7,600.00
			CHECK	477322	TOTAL:	502.53
477323	10/21/2022	PRTD 143563 HEADFLYER BREWING	E-3985	09/29/2022	20221021	126.00
			CHECK	477323	TOTAL:	126.00
477324	10/21/2022	PRTD 122093 GROUP HEALTHPLAN INC	115512935	09/19/2022	20221021	22,073.15
		GROUP HEALTHPLAN INC	115532613	09/19/2022	20221021	415,919.90
			CHECK	477324	TOTAL:	437,993.05
477325	10/21/2022	PRTD 102079 HIGHVIEW PLUMBING INC	16647	09/20/2022	20221021	1,601.83
			CHECK	477325	TOTAL:	1,601.83
477326	10/21/2022	PRTD 104375 HOHENSTEINS INC	544893	09/27/2022	20221021	257.00
		HOHENSTEINS INC	544897	09/27/2022	20221021	2,895.45

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
	HOHENSTEINS INC	546744	10/04/2022		20221021	217.50
	HOHENSTEINS INC	546743	10/04/2022		20221021	654.00
	HOHENSTEINS INC	546745	10/04/2022		20221021	883.80
	HOHENSTEINS INC	546748	10/04/2022		20221021	594.00
			CHECK	477326	TOTAL:	5,501.75
477327	10/21/2022 PRTD 129508	IMPACT MAILING OF MINNESOTA INC	202049	09/21/2022	20221021	3,604.23
		IMPACT MAILING OF MINNESOTA INC	201841	09/22/2022	20221021	958.76
			CHECK	477327	TOTAL:	4,562.99
477328	10/21/2022 PRTD 160521	IN-FOCUS SYSTEMS LLC	20118	07/05/2022	20221021	9,194.54
			CHECK	477328	TOTAL:	9,194.54
477329	10/21/2022 PRTD 100814	INDELCO PLASTICS CORPORATION	INV353231	09/26/2022	20221021	521.41
			CHECK	477329	TOTAL:	521.41
477330	10/21/2022 PRTD 146407	INGCO INTERNATIONAL	602542	09/30/2022	20221021	2,000.00
		INGCO INTERNATIONAL	602543	09/30/2022	20221021	400.00
			CHECK	477330	TOTAL:	2,400.00
477331	10/21/2022 PRTD 150898	INVICTUS BREWING INC	5384	09/28/2022	20221021	87.00
		INVICTUS BREWING INC	5383	09/29/2022	20221021	156.00
			CHECK	477331	TOTAL:	243.00
477332	10/21/2022 PRTD 132592	JF AHERN CO	531166	09/28/2022	20221021	265.00
			CHECK	477332	TOTAL:	265.00
477333	10/21/2022 PRTD 121075	JIMMY'S JOHNNYS INC	MP210429	09/22/2022	20221021	89.25
			CHECK	477333	TOTAL:	89.25

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
477334	10/21/2022	PRTD	121075	JIMMY'S JOHNNYS INC	MP210338	09/22/2022	20221021	73.00
				JIMMY'S JOHNNYS INC	MP210339	09/22/2022	20221021	73.00
				JIMMY'S JOHNNYS INC	MP210340	09/22/2022	20221021	73.00
				JIMMY'S JOHNNYS INC	MP210341	09/22/2022	20221021	73.00
				JIMMY'S JOHNNYS INC	MP210342	09/22/2022	20221021	73.00
				JIMMY'S JOHNNYS INC	MP210343	09/22/2022	20221021	73.00
				JIMMY'S JOHNNYS INC	MP210430	09/22/2022	20221021	89.25
							CHECK 477334 TOTAL:	527.25
477335	10/21/2022	PRTD	100835	ARTISAN BEER COMPANY	3561819	09/22/2022	20221021	133.50
				ARTISAN BEER COMPANY	3561818	09/22/2022	20221021	3,011.50
				ARTISAN BEER COMPANY	343576	09/16/2022	20221021	-334.58
				ARTISAN BEER COMPANY	3563150	09/29/2022	20221021	769.40
				ARTISAN BEER COMPANY	3563147	09/29/2022	20221021	203.00
				ARTISAN BEER COMPANY	3563146	10/04/2022	20221021	1,052.60
							CHECK 477335 TOTAL:	4,835.42
477336	10/21/2022	PRTD	100835	PHILLIPS WINE & SPIRITS	6466836	09/22/2022	20221021	107.00
				PHILLIPS WINE & SPIRITS	6466835	09/22/2022	20221021	1,746.06
				PHILLIPS WINE & SPIRITS	6466834	09/22/2022	20221021	3,755.25
				PHILLIPS WINE & SPIRITS	6466833	09/22/2022	20221021	81.35
				PHILLIPS WINE & SPIRITS	6466832	09/22/2022	20221021	330.80
				PHILLIPS WINE & SPIRITS	6470847	09/29/2022	20221021	2,153.75
				PHILLIPS WINE & SPIRITS	6470846	09/29/2022	20221021	1,253.60
				PHILLIPS WINE & SPIRITS	6470845	09/29/2022	20221021	57.35
				PHILLIPS WINE & SPIRITS	6470844	09/29/2022	20221021	929.99
				PHILLIPS WINE & SPIRITS	6470843	09/29/2022	20221021	1,002.90

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

PHILLIPS WINE & SPIRITS	6470833	09/29/2022	20221021	4,054.05
PHILLIPS WINE & SPIRITS	6470826	09/29/2022	20221021	616.10
PHILLIPS WINE & SPIRITS	6470827	09/29/2022	20221021	785.46
PHILLIPS WINE & SPIRITS	6470828	09/29/2022	20221021	226.70
PHILLIPS WINE & SPIRITS	6470829	09/29/2022	20221021	1,254.85
PHILLIPS WINE & SPIRITS	6470830	09/29/2022	20221021	210.70
PHILLIPS WINE & SPIRITS	6470831	09/29/2022	20221021	491.40
PHILLIPS WINE & SPIRITS	6470832	09/29/2022	20221021	1,351.35
PHILLIPS WINE & SPIRITS	6470834	09/29/2022	20221021	1,300.18
PHILLIPS WINE & SPIRITS	6470835	09/29/2022	20221021	1,021.12
PHILLIPS WINE & SPIRITS	6470863	09/29/2022	20221021	1,133.50
PHILLIPS WINE & SPIRITS	6470837	09/29/2022	20221021	2,541.70
PHILLIPS WINE & SPIRITS	6470838	09/29/2022	20221021	1,903.05
PHILLIPS WINE & SPIRITS	6470839	09/29/2022	20221021	146.35

CHECK 477336 TOTAL: 28,454.56

477337 10/21/2022 PRTD 100835 WINE MERCHANTS	7396765	09/22/2022	20221021	73.35
WINE MERCHANTS	7396764	09/22/2022	20221021	869.44
WINE MERCHANTS	7397770	09/29/2022	20221021	1,254.15
WINE MERCHANTS	7397769	09/29/2022	20221021	2,019.60
WINE MERCHANTS	7397768	09/29/2022	20221021	2,708.25
WINE MERCHANTS	7397767	09/29/2022	20221021	1,176.80
WINE MERCHANTS	7397760	09/29/2022	20221021	2,253.50
WINE MERCHANTS	7397761	09/29/2022	20221021	2,291.85
WINE MERCHANTS	7397759	09/29/2022	20221021	1,336.81
WINE MERCHANTS	7397763	09/29/2022	20221021	2,134.85

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
	WINE MERCHANTS	7397765	09/29/2022		20221021	618.76
	WINE MERCHANTS	7397764	09/29/2022		20221021	676.05
	WINE MERCHANTS	7397766	09/29/2022		20221021	1,666.80
	WINE MERCHANTS	7397762	09/28/2022		20221021	140.46
			CHECK	477337	TOTAL:	19,220.67
477338	10/21/2022 PRD 100835	JOHNSON BROTHERS LIQUOR CO	2142854	09/22/2022	20221021	367.39
		JOHNSON BROTHERS LIQUOR CO	2142853	09/22/2022	20221021	818.94
		JOHNSON BROTHERS LIQUOR CO	2142852	09/22/2022	20221021	662.64
		JOHNSON BROTHERS LIQUOR CO	2142851	09/22/2022	20221021	680.20
		JOHNSON BROTHERS LIQUOR CO	2142849	09/22/2022	20221021	46.35
		JOHNSON BROTHERS LIQUOR CO	2142848	09/22/2022	20221021	2,625.29
		JOHNSON BROTHERS LIQUOR CO	2142847	09/22/2022	20221021	2,045.61
		JOHNSON BROTHERS LIQUOR CO	2142846	09/22/2022	20221021	886.39
		JOHNSON BROTHERS LIQUOR CO	2142845	09/22/2022	20221021	1,373.94
		JOHNSON BROTHERS LIQUOR CO	2142850	09/22/2022	20221021	870.56
		JOHNSON BROTHERS LIQUOR CO	2142835	09/22/2022	20221021	.67
		JOHNSON BROTHERS LIQUOR CO	2142833	09/22/2022	20221021	2,542.48
		JOHNSON BROTHERS LIQUOR CO	2147958	09/29/2022	20221021	1,160.02
		JOHNSON BROTHERS LIQUOR CO	2147964	09/29/2022	20221021	964.15
		JOHNSON BROTHERS LIQUOR CO	2147965	09/29/2022	20221021	257.83
		JOHNSON BROTHERS LIQUOR CO	2147963	09/29/2022	20221021	1,014.31
		JOHNSON BROTHERS LIQUOR CO	2147957	09/29/2022	20221021	1,642.81
		JOHNSON BROTHERS LIQUOR CO	2147959	09/29/2022	20221021	4,417.28
		JOHNSON BROTHERS LIQUOR CO	2147961	09/29/2022	20221021	1,073.81
		JOHNSON BROTHERS LIQUOR CO	2147939	09/29/2022	20221021	1.35
		JOHNSON BROTHERS LIQUOR CO	2147960	09/29/2022	20221021	2,325.62

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

JOHNSON BROTHERS LIQUOR CO	2147932	09/29/2022	20221021	145.35
JOHNSON BROTHERS LIQUOR CO	2147933	09/29/2022	20221021	435.00
JOHNSON BROTHERS LIQUOR CO	2147941	09/29/2022	20221021	407.44
JOHNSON BROTHERS LIQUOR CO	2147943	09/29/2022	20221021	65.35
JOHNSON BROTHERS LIQUOR CO	2147940	09/29/2022	20221021	162.70
JOHNSON BROTHERS LIQUOR CO	2147942	09/29/2022	20221021	532.35
JOHNSON BROTHERS LIQUOR CO	2147934	09/29/2022	20221021	505.90
JOHNSON BROTHERS LIQUOR CO	2147935	09/29/2022	20221021	542.21
JOHNSON BROTHERS LIQUOR CO	2147936	09/29/2022	20221021	3,057.55
JOHNSON BROTHERS LIQUOR CO	2147937	09/29/2022	20221021	1,914.64
JOHNSON BROTHERS LIQUOR CO	2147938	09/29/2022	20221021	4,307.28
JOHNSON BROTHERS LIQUOR CO	2149160	09/30/2022	20221021	1,077.16
JOHNSON BROTHERS LIQUOR CO	2147951	09/29/2022	20221021	424.10
JOHNSON BROTHERS LIQUOR CO	2147952	09/29/2022	20221021	33.35
JOHNSON BROTHERS LIQUOR CO	2147953	09/29/2022	20221021	599.22
JOHNSON BROTHERS LIQUOR CO	2147944	09/29/2022	20221021	1,686.40
JOHNSON BROTHERS LIQUOR CO	2147947	09/29/2022	20221021	4,738.16
JOHNSON BROTHERS LIQUOR CO	2147948	09/29/2022	20221021	485.73
JOHNSON BROTHERS LIQUOR CO	2147945	09/29/2022	20221021	1,784.98
JOHNSON BROTHERS LIQUOR CO	2142864	09/28/2022	20221021	3,104.92
JOHNSON BROTHERS LIQUOR CO	2147946	10/04/2022	20221021	7,046.45
JOHNSON BROTHERS LIQUOR CO	2147950	09/28/2022	20221021	615.30

CHECK 477338 TOTAL: 59,449.18

477339 10/21/2022 PRTD 145396 JUNKYARD BREWING COMPANY LLC 004731 09/22/2022 20221021 218.00

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	477339	TOTAL:	218.00
477340	10/21/2022	PRTD	103409	KELBRO COMPANY	2816099	09/22/2022	20221021	203.50
				KELBRO COMPANY	2818232	09/28/2022	20221021	233.75
				KELBRO COMPANY	2818312	09/30/2022	20221021	53.70
				KELBRO COMPANY	2818311	09/29/2022	20221021	132.10
					CHECK	477340	TOTAL:	623.05
477341	10/21/2022	PRTD	100944	KIWI KAI IMPORTS INC	178189	09/21/2022	20221021	2,364.15
				KIWI KAI IMPORTS INC	178927	09/28/2022	20221021	2,858.50
				KIWI KAI IMPORTS INC	178928	09/28/2022	20221021	327.00
				KIWI KAI IMPORTS INC	178948	09/28/2022	20221021	1,111.62
				KIWI KAI IMPORTS INC	178945	09/28/2022	20221021	1,123.50
				KIWI KAI IMPORTS INC	178940	09/28/2022	20221021	1,724.15
				KIWI KAI IMPORTS INC	178926	09/28/2022	20221021	1,123.50
				KIWI KAI IMPORTS INC	178916	09/28/2022	20221021	91.00
					CHECK	477341	TOTAL:	10,723.42
477342	10/21/2022	PRTD	151024	LA DONA SBC	5854	09/21/2022	20221021	78.00
				LA DONA SBC	5877	09/28/2022	20221021	76.00
					CHECK	477342	TOTAL:	154.00
477343	10/21/2022	PRTD	139451	LANDBRIDGE ECOLOGICAL INC	1345	08/24/2022	20221021	400.00
					CHECK	477343	TOTAL:	400.00
477344	10/21/2022	PRTD	100605	LANDS' END INC	SIN10553717	09/18/2022	20221021	300.00
					CHECK	477344	TOTAL:	300.00

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
477345	10/21/2022	PRTD 100852 LAWSON PRODUCTS INC	9309960118	09/25/2022	20221021	658.23
		LAWSON PRODUCTS INC	9309962625	09/26/2022	20221021	125.95
			CHECK	477345	TOTAL:	784.18
477346	10/21/2022	PRTD 101552 LEAGUE OF MINNESOTA CITIES	40001670-09/22	09/23/2022	20221021	13,235.00
			CHECK	477346	TOTAL:	13,235.00
477347	10/21/2022	PRTD 113952 LEICA GEOSYSTEMS INC	902982195	09/21/2022	22200037 20221021	864.00
			CHECK	477347	TOTAL:	864.00
477348	10/21/2022	PRTD 135867 LIBATION PROJECT	49907	09/27/2022	20221021	130.04
		LIBATION PROJECT	50122	10/04/2022	20221021	130.04
		LIBATION PROJECT	50118	10/04/2022	20221021	130.04
			CHECK	477348	TOTAL:	390.12
477349	10/21/2022	PRTD 101078 LUBE-TECH ESI	3021485	09/21/2022	20221021	3,013.19
			CHECK	477349	TOTAL:	3,013.19
477350	10/21/2022	PRTD 146427 LUCID BREWING LLC	14637	09/28/2022	20221021	84.00
		LUCID BREWING LLC	14638	09/28/2022	20221021	92.00
			CHECK	477350	TOTAL:	176.00
477351	10/21/2022	PRTD 141916 LUPULIN BREWING COMPANY	47750	09/21/2022	20221021	198.00
		LUPULIN BREWING COMPANY	47904	09/28/2022	20221021	207.00
		LUPULIN BREWING COMPANY	47905	09/28/2022	20221021	138.00
			CHECK	477351	TOTAL:	543.00
477352	10/21/2022	PRTD 123848 LVC COMPANIES INC	97438	09/26/2022	20221021	1,303.95

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	477352	TOTAL:	1,303.95
477353	10/21/2022	PRTD	102722	PEAVEY CORPORATION	393777	09/20/2022	20221021	70.46
					CHECK	477353	TOTAL:	70.46
477354	10/21/2022	PRTD	122878	MARTTI, DOROTHEA J	274	09/23/2022	20221021	660.00
					CHECK	477354	TOTAL:	660.00
477355	10/21/2022	PRTD	141215	MAVERICK WINE LLC	INV845563	09/28/2022	20221021	133.50
			MAVERICK WINE LLC	INV845562	09/28/2022		20221021	86.52
					CHECK	477355	TOTAL:	220.02
477356	10/21/2022	PRTD	130477	MCDONALD DISTRIBUTING COMPANY	651956	09/21/2022	20221021	3,787.45
			MCDONALD DISTRIBUTING COMPANY	653045	09/28/2022		20221021	640.75
			MCDONALD DISTRIBUTING COMPANY	653049	09/29/2022		20221021	306.00
					CHECK	477356	TOTAL:	4,734.20
477357	10/21/2022	PRTD	101483	MENARDS	48901	09/22/2022	20221021	33.29
					CHECK	477357	TOTAL:	33.29
477358	10/21/2022	PRTD	101483	MENARDS	69099	09/20/2022	20221021	48.97
			MENARDS	69113	09/20/2022		20221021	402.75
			MENARDS	69145	09/21/2022		20221021	74.99
			MENARDS	69201	09/22/2022		20221021	69.10
			MENARDS	69135	09/21/2022		20221021	75.72
					CHECK	477358	TOTAL:	671.53
477359	10/21/2022	PRTD	102729	METROPOLITAN FORD LLC	414532	09/22/2022	20221021	478.42
					CHECK	477359	TOTAL:	478.42

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
477360	10/21/2022	PRTD 138732 TRADITION WINE & SPIRITS LLC	33379	09/21/2022	20221021	1,006.00
		TRADITION WINE & SPIRITS LLC	33475	09/28/2022	20221021	994.00
				CHECK	477360 TOTAL:	2,000.00
477361	10/21/2022	PRTD 101161 MIDWEST CHEMICAL SUPPLY INC	44383	09/23/2022	20221021	1,668.15
				CHECK	477361 TOTAL:	1,668.15
477362	10/21/2022	PRTD 145395 MILK AND HONEY LLC	10932	09/29/2022	20221021	196.00
		MILK AND HONEY LLC	10934	09/29/2022	20221021	136.00
		MILK AND HONEY LLC	10933	09/29/2022	20221021	136.00
				CHECK	477362 TOTAL:	468.00
477363	10/21/2022	PRTD 128914 BJKK DEVELOPMENT	33535	09/14/2022	20221021	12.50
		BJKK DEVELOPMENT	33581	09/26/2022	20221021	21.00
				CHECK	477363 TOTAL:	33.50
477364	10/21/2022	PRTD 140955 MODIST BREWING LLC	E-34988	09/27/2022	20221021	351.00
		MODIST BREWING LLC	E-35204	10/04/2022	20221021	58.00
		MODIST BREWING LLC	E-35205	10/04/2022	20221021	181.00
		MODIST BREWING LLC	E-35203	10/04/2022	20221021	188.00
				CHECK	477364 TOTAL:	778.00
477365	10/21/2022	PRTD 100906 MTI DISTRIBUTING INC	1363882-00	09/23/2022	20221021	672.98
				CHECK	477365 TOTAL:	672.98
477366	10/21/2022	PRTD 100076 NEW FRANCE WINE CO	193136	09/21/2022	20221021	1,052.00
		NEW FRANCE WINE CO	193503	09/28/2022	20221021	540.50
		NEW FRANCE WINE CO	193506	09/28/2022	20221021	1,314.50
		NEW FRANCE WINE CO	193504	09/28/2022	20221021	346.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

					INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 477366 TOTAL:	3,253.00
477367	10/21/2022	PRTD	142880	NORDIC SOLAR HOLDCO LLC	INV-NSH003118	09/30/2022		20221021	9,315.58
								CHECK 477367 TOTAL:	9,315.58
477368	10/21/2022	PRTD	139023	NUSS TRUCK GROUP INC	7190654P	08/03/2022		20221021	1,129.38
								CHECK 477368 TOTAL:	1,129.38
477369	10/21/2022	PRTD	160200	OHNSTAD, DAWN D	204	09/17/2022		20221021	6,780.00
								CHECK 477369 TOTAL:	6,780.00
477370	10/21/2022	PRTD	100936	OLSEN CHAIN & CABLE CO INC	691697	09/22/2022		20221021	183.82
								CHECK 477370 TOTAL:	183.82
477371	10/21/2022	PRTD	141965	OMNI BREWING COMPANY LLC	E-12682	09/26/2022		20221021	138.00
								CHECK 477371 TOTAL:	138.00
477372	10/21/2022	PRTD	999998	Anderson, Diane	273-22-3060	09/22/2022		20221021	1,756.40
								CHECK 477372 TOTAL:	1,756.40
477373	10/21/2022	PRTD	999998	Burk, Earl	273-22-1589	09/22/2022		20221021	1,881.20
								CHECK 477373 TOTAL:	1,881.20
477374	10/21/2022	PRTD	999995	Traditions by Donnay Homes LLC	ED192858-REFUND	10/11/2022		20221021	9,890.00
								CHECK 477374 TOTAL:	9,890.00
477375	10/21/2022	PRTD	999994	RINK-TEC INTERNATIONAL INC	PAYPAL REFUND 10182210	10/18/2022		20221021	4,529.29
								CHECK 477375 TOTAL:	4,529.29
477376	10/21/2022	PRTD	999996	Harrison, Nathan	Harrison-Golf-Refund	10/13/2022		20221021	30.00

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	477376	TOTAL:	30.00
477377	10/21/2022	PRTD 999993 Norgren, Julie	POL-10/10/22-1	10/10/2022	20221021	446.50
			CHECK	477377	TOTAL:	446.50
477378	10/21/2022	PRTD 999993 Norgren, Julie	POL-10/10/22-2	10/10/2022	20221021	475.63
			CHECK	477378	TOTAL:	475.63
477379	10/21/2022	PRTD 999997 CADY,AL	00080897-4/14/21	04/14/2021	20221021	1,793.25
			CHECK	477379	TOTAL:	1,793.25
477380	10/21/2022	PRTD 100945 PEPSI-COLA COMPANY	26844305	10/06/2022	20221021	258.18
		PEPSI-COLA COMPANY	26069455	09/30/2022	20221021	632.45
		PEPSI-COLA COMPANY	67318708	10/04/2022	20221021	291.20
			CHECK	477380	TOTAL:	1,181.83
477381	10/21/2022	PRTD 117087 PETERSON COMPANIES INC	ENG-21004 #1	09/21/2022	20221021	7,489.56
			CHECK	477381	TOTAL:	7,489.56
477382	10/21/2022	PRTD 125979 PRECISE MRM LLC	200-1038750	09/23/2022	20221021	1,000.00
			CHECK	477382	TOTAL:	1,000.00
477383	10/21/2022	PRTD 108875 PRESCRIPTION LANDSCAPE	103628	09/23/2022	20221021	1,075.00
			CHECK	477383	TOTAL:	1,075.00
477384	10/21/2022	PRTD 143618 PRYES BREWING COMPANY LLC	W-43466	09/21/2022	20221021	423.00
		PRYES BREWING COMPANY LLC	W-43806	09/28/2022	20221021	601.00
		PRYES BREWING COMPANY LLC	W-43805	09/28/2022	20221021	423.00
			CHECK	477384	TOTAL:	1,447.00

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
477385	10/21/2022	PRTD 112097	PUMP & METER SERVICE	120732-1J	08/19/2022	22200030 20221021	10,430.78
					CHECK	477385 TOTAL:	10,430.78
477386	10/21/2022	PRTD 131685	QUADIENT LEASING US, INC.	N9591981	09/22/2022	20221021	454.05
					CHECK	477386 TOTAL:	454.05
477387	10/21/2022	PRTD 138298	RED BULL DISTRIBUTION COMPANY INC	2004820473	09/27/2022	20221021	77.76
					CHECK	477387 TOTAL:	77.76
477388	10/21/2022	PRTD 125936	REINDERS INC	3091140-00	09/21/2022	20221021	3,795.00
					CHECK	477388 TOTAL:	3,795.00
477389	10/21/2022	PRTD 102420	RETROFIT COMPANIES INC	0117652-IN	09/20/2022	20221021	2,340.00
					CHECK	477389 TOTAL:	2,340.00
477390	10/21/2022	PRTD 100977	RICHFIELD PLUMBING COMPANY	85633	09/20/2022	20221021	192.00
			RICHFIELD PLUMBING COMPANY	85673	09/22/2022	20221021	2,022.00
					CHECK	477390 TOTAL:	2,214.00
477391	10/21/2022	PRTD 101659	ORKIN	231168525	09/20/2022	20221021	153.42
			ORKIN	231169891	09/20/2022	20221021	30.00
			ORKIN	231169341	09/20/2022	20221021	26.28
			ORKIN	231169490	09/20/2022	20221021	149.47
					CHECK	477391 TOTAL:	359.17
477392	10/21/2022	PRTD 104151	SCHINDLER ELEVATOR CORP	8106065013	09/26/2022	20221021	995.13
					CHECK	477392 TOTAL:	995.13
477393	10/21/2022	PRTD 132210	RUSCIANO GROUP INC	68783	09/24/2022	20221021	765.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK RUN

NET

						CHECK	477393 TOTAL :	765.00	
477394	10/21/2022	PRTD	100995	SHORT-ELLIOT-HENDRICKSON INCORPOR	433415	09/20/2022	20221021	1,079.89	
						CHECK	477394 TOTAL :	1,079.89	
477395	10/21/2022	PRTD	120784	WALSH GRAPHICS INC	17595	09/23/2022	20221021	185.00	
						CHECK	477395 TOTAL :	185.00	
477396	10/21/2022	PRTD	137482	SITEONE LANDSCAPE SUPPLY LLC	123557511-001	09/20/2022	20221021	85.18	
					SITEONE LANDSCAPE SUPPLY LLC	123653051-001	09/22/2022	20221021	165.12
					SITEONE LANDSCAPE SUPPLY LLC	123656083-001	09/22/2022	20221021	-.22
						CHECK	477396 TOTAL :	250.08	
477397	10/21/2022	PRTD	101000	RJM PRINTING INC	122150012	09/26/2022	20221021	179.64	
						CHECK	477397 TOTAL :	179.64	
477398	10/21/2022	PRTD	122368	SOUTH METRO PUBLIC SAFETY	10253	09/30/2022	20221021	17,915.00	
						CHECK	477398 TOTAL :	17,915.00	
477399	10/21/2022	PRTD	127878	SOUTHERN GLAZERS WINE & SPIRITS L	2258283	09/14/2022	20221021	1,178.96	
					SOUTHERN GLAZERS WINE & SPIRITS L	2260946	09/21/2022	20221021	538.65
					SOUTHERN GLAZERS WINE & SPIRITS L	2260947	09/21/2022	20221021	2,343.85
					SOUTHERN GLAZERS WINE & SPIRITS L	2260951	09/21/2022	20221021	247.60
					SOUTHERN GLAZERS WINE & SPIRITS L	2260950	09/21/2022	20221021	490.51
					SOUTHERN GLAZERS WINE & SPIRITS L	2260949	09/21/2022	20221021	454.40
					SOUTHERN GLAZERS WINE & SPIRITS L	2260948	09/21/2022	20221021	3,862.81
					SOUTHERN GLAZERS WINE & SPIRITS L	2263809	09/28/2022	20221021	1,214.46
					SOUTHERN GLAZERS WINE & SPIRITS L	2263812	09/28/2022	20221021	96.80
					SOUTHERN GLAZERS WINE & SPIRITS L	2263810	09/28/2022	20221021	351.80

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
	SOUTHERN GLAZERS WINE & SPIRITS L	2263811	09/28/2022		20221021	204.40
	SOUTHERN GLAZERS WINE & SPIRITS L	2263826	09/28/2022		20221021	926.02
	SOUTHERN GLAZERS WINE & SPIRITS L	2263823	09/28/2022		20221021	2,707.15
	SOUTHERN GLAZERS WINE & SPIRITS L	2263824	09/28/2022		20221021	228.00
	SOUTHERN GLAZERS WINE & SPIRITS L	2263822	09/28/2022		20221021	818.20
	SOUTHERN GLAZERS WINE & SPIRITS L	2263827	09/28/2022		20221021	176.80
	SOUTHERN GLAZERS WINE & SPIRITS L	2263825	09/28/2022		20221021	595.25
	SOUTHERN GLAZERS WINE & SPIRITS L	2263821	09/28/2022		20221021	176.80
	SOUTHERN GLAZERS WINE & SPIRITS L	2263820	09/28/2022		20221021	96.80
	SOUTHERN GLAZERS WINE & SPIRITS L	2263819	09/28/2022		20221021	1,050.40
	SOUTHERN GLAZERS WINE & SPIRITS L	2263818	09/28/2022		20221021	1,690.40
	SOUTHERN GLAZERS WINE & SPIRITS L	2263817	09/28/2022		20221021	432.80
	SOUTHERN GLAZERS WINE & SPIRITS L	2263813	09/28/2022		20221021	3,039.36
	SOUTHERN GLAZERS WINE & SPIRITS L	2263815	09/28/2022		20221021	228.00
	SOUTHERN GLAZERS WINE & SPIRITS L	2263814	09/28/2022		20221021	209.60
	SOUTHERN GLAZERS WINE & SPIRITS L	2264566	09/30/2022		20221021	96.96
	SOUTHERN GLAZERS WINE & SPIRITS L	2264564	09/30/2022		20221021	96.96
	SOUTHERN GLAZERS WINE & SPIRITS L	2263816	09/29/2022		20221021	3,622.40
	SOUTHERN GLAZERS WINE & SPIRITS L	2264565	09/29/2022		20221021	96.96
			CHECK	477399	TOTAL:	27,273.10
477400	10/21/2022	PRTD 160187 SPORTS LIGHTING AUTHORITY INC.	00130	09/22/2022	20221021	7,495.00
			CHECK	477400	TOTAL:	7,495.00
477401	10/21/2022	PRTD 101004 SPS COMPANIES INC	S4697222.001	09/21/2022	20221021	193.19
			CHECK	477401	TOTAL:	193.19

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
477402	10/21/2022	PRTD 100438 STANTEC CONSULTING SERVICES INC	1982211	09/23/2022	20221021	19,000.00
				CHECK	477402 TOTAL:	19,000.00
477403	10/21/2022	PRTD 101007 STAR TRIBUNE MEDIA INTERMEDIATE H	I00429938-09152022	09/30/2022	20221021	3,666.66
				CHECK	477403 TOTAL:	3,666.66
477404	10/21/2022	PRTD 139006 MN DEPT OF LABOR AND INDUSTRY	ALR0137919X	09/24/2022	20221021	100.00
				CHECK	477404 TOTAL:	100.00
477405	10/21/2022	PRTD 139006 MINNESOTA DEPARTMENT OF TRANSPORT	00000716877	09/21/2022	20221021	395,105.67
				CHECK	477405 TOTAL:	395,105.67
477406	10/21/2022	PRTD 133068 STEEL TOE BREWING LLC	47334	09/28/2022	20221021	256.00
		STEEL TOE BREWING LLC	47336	09/28/2022	20221021	341.00
		STEEL TOE BREWING LLC	47015	08/31/2022	20221021	401.00
		STEEL TOE BREWING LLC	47335	09/28/2022	20221021	215.00
				CHECK	477406 TOTAL:	1,213.00
477407	10/21/2022	PRTD 146040 STRAYER, JUSTIN	17334	09/21/2022	20221021	399.00
				CHECK	477407 TOTAL:	399.00
477408	10/21/2022	PRTD 101015 STREICHERS INC	I1590955	09/21/2022	20221021	58.00
		STREICHERS INC	I1591138	09/22/2022	20221021	58.00
				CHECK	477408 TOTAL:	116.00
477409	10/21/2022	PRTD 101017 SUBURBAN CHEVROLET	71387P	09/20/2022	20221021	194.41
		SUBURBAN CHEVROLET	71212P	09/20/2022	20221021	238.07
		SUBURBAN CHEVROLET	71214P	09/20/2022	20221021	35.88
		SUBURBAN CHEVROLET	72409P	09/22/2022	20221021	613.36

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	477409	TOTAL:	1,081.72
477410	10/21/2022	PRTD 105874 SUBURBAN TIRE WHOLESale INC	10189313	09/23/2022	20221021	1,982.88
		SUBURBAN TIRE WHOLESale INC	10189314	09/23/2022	20221021	60.00
			CHECK	477410	TOTAL:	2,042.88
477411	10/21/2022	PRTD 102742 TOLTZ KING DUVALL ANDERSON & ASSO	002022004413	09/07/2022	20221021	743.34
			CHECK	477411	TOTAL:	743.34
477412	10/21/2022	PRTD 136342 TRAVISMATHEW LLC	90950202	09/22/2022	20221021	154.50
			CHECK	477412	TOTAL:	154.50
477413	10/21/2022	PRTD 103218 TRI-STATE BOBCAT	R33488	09/21/2022	20221021	2,800.00
			CHECK	477413	TOTAL:	2,800.00
477414	10/21/2022	PRTD 102150 TWIN CITY SEED CO	52825	09/20/2022	20221021	93.50
		TWIN CITY SEED CO	52830	09/20/2022	20221021	115.00
		TWIN CITY SEED CO	52838	09/21/2022	20221021	93.50
			CHECK	477414	TOTAL:	302.00
477415	10/21/2022	PRTD 103973 ULINE INC	154194104	09/21/2022	20221021	408.78
			CHECK	477415	TOTAL:	408.78
477416	10/21/2022	PRTD 145567 UNMAPPED BREWING COMPANY LLC	E-2036	09/29/2022	20221021	207.10
			CHECK	477416	TOTAL:	207.10
477417	10/21/2022	PRTD 100050 USPS	689922	10/21/2022	20221021	4,379.80
			CHECK	477417	TOTAL:	4,379.80
477418	10/21/2022	PRTD 103500 VALLEY PAVING INC	ENG 21-2 #16	09/15/2022	20221021	162,084.43

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 9999 1012 Control BS - CashAP
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
						CHECK	477418 TOTAL:	162,084.43
477419	10/21/2022	PRTD 144209	VENN BREWING COMPANY LLC	3549	09/22/2022		20221021	345.00
						CHECK	477419 TOTAL:	345.00
477420	10/21/2022	PRTD 119454	VINOCOPIA INC	0313139-IN	09/22/2022		20221021	338.00
			VINOCOPIA INC	0313138-IN	09/22/2022		20221021	135.50
			VINOCOPIA INC	0313137-IN	09/22/2022		20221021	832.75
			VINOCOPIA INC	0313612-IN	09/29/2022		20221021	121.50
			VINOCOPIA INC	0313611-IN	09/29/2022		20221021	777.60
			VINOCOPIA INC	0313609-IN	09/29/2022		20221021	242.61
			VINOCOPIA INC	0313610-IN	09/29/2022		20221021	577.50
						CHECK	477420 TOTAL:	3,025.46
477421	10/21/2022	PRTD 143468	PORTAGE BREWING COMPANY	002835	09/21/2022		20221021	210.00
			PORTAGE BREWING COMPANY	002889	09/29/2022		20221021	231.00
			PORTAGE BREWING COMPANY	002888	09/29/2022		20221021	231.00
						CHECK	477421 TOTAL:	672.00
477422	10/21/2022	PRTD 151681	WALKER LAWN CARE INC	8929	09/22/2022		20221021	2,800.00
						CHECK	477422 TOTAL:	2,800.00
477423	10/21/2022	PRTD 160533	WASHINGTON STATE DEPT OF LABOR AN 7/1/22 - 9/30/22		10/07/2022		20221021	94.61
						CHECK	477423 TOTAL:	94.61
477424	10/21/2022	PRTD 135181	WATERFORD OIL CO INC	158674	09/20/2022		20221021	3,427.48
						CHECK	477424 TOTAL:	3,427.48
477425	10/21/2022	PRTD 101033	WINE COMPANY	215332	09/21/2022		20221021	2,036.00
			WINE COMPANY	215333	09/21/2022		20221021	254.00

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

				WINE COMPANY	216000	09/28/2022	20221021	2,388.20
				WINE COMPANY	216002	09/28/2022	20221021	124.00
				WINE COMPANY	216001	09/28/2022	20221021	274.00
				WINE COMPANY	216004	09/28/2022	20221021	2,774.52
				WINE COMPANY	216006	09/28/2022	20221021	124.00
				WINE COMPANY	216005	09/28/2022	20221021	486.35
				WINE COMPANY	215908	09/28/2022	20221021	1,236.70
				WINE COMPANY	215910	09/28/2022	20221021	342.00
						CHECK	477425 TOTAL:	10,039.77
477426	10/21/2022	PRTD 124503		WINSUPPLY EDEN PRAIRIE MN CO	233993 01	09/20/2022	20221021	61.43
				WINSUPPLY EDEN PRAIRIE MN CO	234135 01	09/22/2022	20221021	11.24
				WINSUPPLY EDEN PRAIRIE MN CO	234208 01	09/26/2022	20221021	69.65
						CHECK	477426 TOTAL:	142.32
477427	10/21/2022	PRTD 142162		WOODEN HILL BREWING COMPANY LLC	3760	09/29/2022	20221021	51.00
				WOODEN HILL BREWING COMPANY LLC	3761	09/29/2022	20221021	185.10
				WOODEN HILL BREWING COMPANY LLC	3762	09/29/2022	20221021	51.00
				WOODEN HILL BREWING COMPANY LLC	3763	09/29/2022	20221021	164.40
				WOODEN HILL BREWING COMPANY LLC	3759	09/29/2022	20221021	391.80
						CHECK	477427 TOTAL:	843.30
477428	10/21/2022	PRTD 160454		WRIGHT LINE HOLDING INC	4148031	07/22/2022	20221021	534.69
						CHECK	477428 TOTAL:	534.69
477429	10/21/2022	PRTD 105740		WSB & ASSOCIATES	R-018641-000-7	09/22/2022	20221021	2,675.00
				WSB & ASSOCIATES	R-020537-000-3	09/22/2022	20221021	895.00
				WSB & ASSOCIATES	R-018642-000-12	09/22/2022	20221021	2,566.50

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

WSB & ASSOCIATES

R-018610-000-14

09/22/2022

20221021

154.00

CHECK 477429 TOTAL:

6,290.50

NUMBER OF CHECKS 170

*** CASH ACCOUNT TOTAL ***

1,702,489.49

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	170	1,702,489.49

*** GRAND TOTAL ***

1,702,489.49

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
5800 Liquor			6,389.72
9999 Pooled Cash Fund		6,389.72	
TOTAL		6,389.72	6,389.72

** END OF REPORT - Generated by Pa Thao **

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

477259	10/21/2022	PRTD	127878	SOUTHERN GLAZERS WINE & SPIRITS L	2253162	08/31/2022	20221019	2,412.75
				SOUTHERN GLAZERS WINE & SPIRITS L	2253161	08/31/2022	20221019	96.80
				SOUTHERN GLAZERS WINE & SPIRITS L	2253166	08/31/2022	20221019	225.71
				SOUTHERN GLAZERS WINE & SPIRITS L	2253165	08/31/2022	20221019	3,557.66
				SOUTHERN GLAZERS WINE & SPIRITS L	2253163	08/31/2022	20221019	96.80
CHECK 477259 TOTAL:								6,389.72

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 6,389.72

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	6,389.72

*** GRAND TOTAL *** 6,389.72



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.C.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:
Action

Subject: Approve Updates to the 50th & France Commercial
Area Permit Parking Policy

ACTION REQUESTED:

Approve the updates to the 50th & France Commercial Area Permit Parking Policy.

INTRODUCTION:

Each year, the City reviews and updates the permit parking program that governs extended use of the three public parking facilities at 50th & France. For 2023, the general rules and pricing structure remain unchanged.

A price increase was considered but is not recommended at this time. Some repair work is anticipated in 2023 and that may inconvenience employees for a portion of the year. A price increase will be reconsidered for 2024. Parking prices have remained relatively flat since 2017.

One new type of permit is proposed - a daily overnight permit to accommodate occasional overnight guests visiting the Nolan Mains property. Daily overnight permits are proposed to be sold in packets of 10. These will be pre-sold to residents and management.

Additional premium permits are also proposed to be sold in the South Ramp. The day-to-day usage of those spaces has been reduced due to hybrid work schedules. Additional permits can be sold to better accommodate this new trend.

These changes are agreeable to the 50th & France Business Association and management of the Nolan Mains property. Staff recommends approval of the updated parking permit policy.

ATTACHMENTS:

50 France parking policy redline

50 France parking policy 2023



- ☒ City Council
- ☐ City-Wide
- ☐ Department

Approved: 10/20/2020
Revised: ~~10/16/2020~~ 11/1/2022

50th & France Commercial Area Permit Parking Policy

Background

The Edina City Code (Section 24-397) allows the City to issue parking permits to employees, residents and other guests at 50th and France. The City Manager is authorized to designate specific locations for the permit parking. The permit parking locations “shall be those that are least convenient for patrons of the businesses located in the 50th and France Commercial Area.”

Permit Parking Zones

Employee vehicles that display a valid permit will be allowed to park in designated areas of the public parking ramps in excess of the posted time limits. Parking is available on a first come-first served basis. Issuance of a permit is no guarantee that a particular parking stall will be available at any specific time or in any specific ramp.

Employee vehicles without a permit will be ticketed. Employee vehicles not parked in the designated locations will be ticketed. Overnight parking is not allowed unless the vehicle displays the proper permit and is parked in the designated area. Overnight parking will be available for a limited number of Nolan Mains residents and guests.

The lowest level of the South Ramp will be posted “permit only” Monday through Friday from 8 AM to 4 PM. Portions of Levels 1 and 2 in the North Ramp will be similarly posted from 7 AM to 4 PM Monday through Saturday. These areas are available for both employee and customer parking at all other times.

Designated Parking Permit Types and Locations – Effective January 1, ~~2021~~2023

Permit Type	Anticipated Fee	Location	No. Stalls Available	Maximum No. Permits*
Employee, Regular	\$120 annually or \$45 per quarter	South Ramp, rooftop	114	710
		North Ramp, 3 rd level	132	
Employee, Rooftop	\$20 annually; reduced by \$5 per quarter	North Ramp, Level 4 rooftop only	140	300
Daily	\$1 per day, <u>sold in packets of 10</u>	Same as Regular Employee locations above		Not limited
Temporary Guest	\$10 per week	Same as Regular Employee locations above		5
Employee, Premium	\$25 per month	South Ramp, lower level, covered	88	95 100
		North Ramp, Level 1 (east and west ends only)	21	21
		North Ramp, Level 2 (east and west ends and down-slope stalls only)	60	60***

Permit Type	Anticipated Fee	Location	No. Stalls Available	Maximum No. Permits*
Overnight (Employee, resident or guest)	<u>\$600 annually (reduced by \$50 per month for move-ins after February 1st) or \$50-\$75 per month</u>	North Ramp, lower level or other designated location	<u>3040</u> ***	<u>3040</u> ***
	<u>\$3 per day, sold in packets of 10</u>		<u>10</u> ***	<u>Not limited</u>
Total =			595	1,231

* The maximum number of permits issued may be adjusted based on actual usage.

** The number of employee permit stalls on the South Ramp rooftop, North Ramp, Levels 1 to 4 may be adjusted based on customer and employee demand. Employee parking is not allowed in the Center Ramp.

*** In addition to Edina businesses at 50th & France, overnight parking permits will be available to tenants of the affordably-priced housing units and ~~a limited number of~~ overnight guests of all tenants at Nolan Mains apartments. One overnight parking permit will also be available to residential tenants who have already leased one private parking stall in Nolan Mains and require parking for a second vehicle that cannot be accommodated in Nolan Mains~~do not otherwise have access to covered parking at Nolan Mains.~~

**** Includes 42 parking permits issued to USPS employees through the lease agreement dated 11-10-2021. This lease expires November 30, 2024.



- ☒ City Council
- ☐ City-Wide
- ☐ Department

Approved: 10/20/2020
Revised: 11/1/2022

50th & France Commercial Area Permit Parking Policy

Background

The Edina City Code (Section 24-397) allows the City to issue parking permits to employees, residents and other guests at 50th and France. The City Manager is authorized to designate specific locations for the permit parking. The permit parking locations “shall be those that are least convenient for patrons of the businesses located in the 50th and France Commercial Area.”

Permit Parking Zones

Employee vehicles that display a valid permit will be allowed to park in designated areas of the public parking ramps in excess of the posted time limits. Parking is available on a first come-first served basis. Issuance of a permit is no guarantee that a particular parking stall will be available at any specific time or in any specific ramp.

Employee vehicles without a permit will be ticketed. Employee vehicles not parked in the designated locations will be ticketed. Overnight parking is not allowed unless the vehicle displays the proper permit and is parked in the designated area. Overnight parking will be available for a limited number of Nolan Mains residents and guests.

The lowest level of the South Ramp will be posted “permit only” Monday through Friday from 8 AM to 4 PM. Portions of Levels 1 and 2 in the North Ramp will be similarly posted from 7 AM to 4 PM Monday through Saturday. These areas are available for both employee and customer parking at all other times.

Designated Parking Permit Types and Locations Effective January 1, 2023

Permit Type	Anticipated Fee	Location	No. Stalls Available	Maximum No. Permits*
Employee, Regular	\$120 annually or \$45 per quarter	South Ramp, rooftop	114	710
		North Ramp, 3 rd level	132	
Employee, Rooftop	\$20 annually; reduced by \$5 per quarter	North Ramp, Level 4 rooftop only	140	300
Daily	\$1 per day, sold in packets of 10	Same as Regular Employee locations above		Not limited

Permit Type	Anticipated Fee	Location	No. Stalls Available	Maximum No. Permits*
Temporary Guest	\$10 per week	Same as Regular Employee locations above		5
Employee, Premium	\$25 per month	South Ramp, lower level, covered	88	100
		North Ramp, Level 1 (east and west ends only)	21	21
		North Ramp, Level 2 (east and west ends and down-slope stalls only)	60	60****
Overnight (Employee, resident or guest)	\$600 annually (reduced by \$50 per month for move-ins after February 1 st) or \$75 per month	North Ramp, lower level or other designated location	30***	30***
	\$3 per day, sold in packets of 10		10***	Not limited
Total =			595	1,231

* The maximum number of permits issued may be adjusted based on actual usage.

** The number of employee permit stalls on the South Ramp rooftop, North Ramp, Levels 1 to 4 may be adjusted based on customer and employee demand. Employee parking is not allowed in the Center Ramp.

*** In addition to Edina businesses at 50th & France, overnight parking permits will be available to tenants of the affordably-priced housing units and overnight guests of all tenants at Nolan Mains apartments. One overnight parking permit will also be available to residential tenants who have already leased one private parking stall in Nolan Mains and require parking for a second vehicle that cannot be accommodated in Nolan Mains.

**** Includes 42 parking permits issued to USPS employees through the lease agreement dated 11-10-2021. This lease expires November 30, 2024.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.D.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:

Subject: Ordinance 2022-18: Amending City Code Chapter 24
Regarding Permit Parking at 50th & France

Action

ACTION REQUESTED:

Approve Ordinance No. 2022-18 amending City Code Chapter 24 regarding permit parking at 50th & France and grant first reading.

INTRODUCTION:

The City regulates parking in the 50th & France public parking facilities in order to implement best management practices so that convenient parking is available to customers, employees and residents.

A new type of overnight parking permit is proposed to better accommodate overnight guests visiting the Nolan Mains project.

Staff recommends approval of this Ordinance subject to the second reading scheduled for November 15.

ATTACHMENTS:

Ordinance 2022-18: Amending Chapter 24 Permit Parking at 50th and France

ORDINANCE NO. 2022-18
AN ORDINANCE AMENDING CHAPTER 24
OF THE EDINA CITY CODE CONCERNING
PARKING PERMITS AT 50TH AND FRANCE

THE CITY COUNCIL OF EDINA ORDAINS:

Section 1. Chapter 24, Section 24-397(b) (2) of the City Code is amended to read as follows:

- (b) (2) *Issuance of parking permits.* Permit stickers shall be issued by the manager or manager's designee and shall be issued only to current employees of the 50th and France Commercial Area located in the city. Permits shall also be issued to residents of the ten affordably-priced units in the Nolan Mains apartment ~~and other building residents unable to secure a second parking stall within the Nolan Mains apartments~~. Permits shall also be available to overnight guests of the Nolan Mains apartment. Eligible employees, residents and guests who choose to park in the municipal parking facility shall submit a completed permit application form. Before receiving a parking permit, the applicant shall pay a fee as set forth in section 2-724 and furnish an acknowledgement of employment by a business located within the 50th and France Commercial Area within the city, evidence of a residential lease at Nolan Mains, or evidence that they manage Nolan Mains and will be responsible for management of overnight guest parking. All applicants shall also demonstrate proof of ownership and a description of the permitted vehicle. Parking permits shall be valid only for the calendar year in which issued. Parking permit stickers shall be fastened in the location designated by the manager and shall be visible at all times when the vehicle is parked in the designated municipal parking facility.

Section 2. Chapter 24, Section 24-397(e) of the City Code is amended to read as follows:

- (e) *Overnight parking permit.* Businesses within the 50th and France Commercial Area of the city may be issued by the manager or the manager's designee an overnight parking permit for a business vehicle. Residents of the ~~ten affordable units in Nolan Mains~~ ~~apartments~~ are also eligible to be issued an overnight permit ~~if a private parking stall is not otherwise available~~. The management ~~and residents~~ of the Nolan Mains apartments are eligible to be issued overnight permits for use by overnight guests ~~on a daily basis with fees as set forth in Section 2-724~~. An eligible business and eligible residents and guests shall submit an application for an overnight parking permit accompanied by the fee set forth in section 2-724 of this Code together with a description of the vehicle. The permitted vehicle may park in excess of the time limits during business hours and may park between the hours of 1:00 a.m. and 6:00 a.m., but only in locations in the municipal parking facility designated by the manager. The overnight vehicle parking permit shall be displayed in a manner prescribed by the manager. Vehicles displaying an overnight permit shall not remain stationary for more than seven consecutive days, except by advance permission of the city manager or designee.

Section 3. This ordinance is effective following passage and publication.

First Reading: November 1, 2022

Second Reading: November 15, 2022

Published:

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: November 1, 2022

Agenda Item #: VI.E.

To: Mayor and City Council

Item Type:

Request For Purchase

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

Item Activity:

Subject: Request for Purchase: Change Order #2 for the
Morningside Flood Infrastructure Project

Action

ACTION REQUESTED:

Approve Request for Purchase for Change Order #2 for the Morningside Flood Infrastructure Project for \$336,961 with Rachel Contracting.

INTRODUCTION:

Adjustments due to field changes or additions including concrete maintenance strip, irrigation install, orange construction fencing to keep the public out, generator cabinet hardware, warming house drain tile, fencing around Montessori School basketball court, helical pile pricing error, and drinking fountain connection. Change Order #2 will increase Contract ENG22-5 from \$7,995,424.97 to \$8,332,386.91. See attachment for details.

ATTACHMENTS:

Requestion for Purchase: Change Order #2

Change Order #2 Agreement



CHANGE ORDER NO.2

Contract No: ENG 22-5 **Contract Date:** May 4, 2022

Type of Work: Morningside Flood Infrastructure

Location: Weber Park

Contractor: Rachel Contracting, LLC.

Address: 4180 Napier Court NE, St. Michael, MN 55376

Description of Change: Adjustments due to field changes or additions including concrete maintenance strip, irrigation install, orange construction fencing to keep the public out, generator cabinet hardware, warming house drain tile, fencing around Montessori School basketball court, helical pile pricing error, and drinking fountain connection. See attachment for details.

ITEM	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	Change Order #2				\$336,961.94
2					

TOTAL CHANGE ORDER NO.1 \$336,961.94

IN ACCORDANCE WITH THE CONTRACT AND SPECIFICATIONS, THE CONTRACT AMOUNT SHALL BE ADJUSTED IN THE AMOUNT OF **\$0.00**, AND EXTENSION OF **7 MONTHS** SHALL BE ALLOWED FOR COMPLETION OF THE PROJECT. THERE IS A CHANGE TO A **June 15, 2023** COMPLETION DATE FROM NOV. 15, 2022.

Amount of Original Contract	Total Additions	Total Deductions	Amount of Adjusted Contract
\$7,995,424.97	\$336,961.94	\$0.00	\$8,332,386.91

Approved

Contractor:

City of Edina:

By: _____

By: _____

Title: _____

Title: Director of Engineering

Date: _____

Date: _____

G:\ENG\CONST\CONTRACTS\2022\ENG 22-5 Morningside Flood Infrastructure Project\MSide Flood Infrs Project\ADMIN\LEGAL\Morningside_Flood_Project_Change Order_2.doc

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

CHANGE ORDER No. 2~~CHANGE ORDER NO. 1~~

Change Order #1 detailed
42nd Street warranty related
to winter work.

PROJECT: Morningside Flood Risk Reduction**DATE OF ISSUANCE:** October 7, 2022**EFFECTIVE DATE:** October 7, 2022

OWNER: City of Edina, Minnesota**ENGINEER'S Project No.:** 23271869.01**CONTRACTOR:** Rachel Contracting, LLC.**ENGINEER:** Barr Engineering

You are directed to make the following changes in the Contract Documents.

Description:	Total Change in \$
Change Order requested by Rachel, dated July 11, 2022, concrete maintenance strip along fencing, requested by City of Edina.	\$39,059.39
Change Order requested by Rachel, dated Jul 11, 2022, for the irrigation install which includes: installation of irrigation per MTI plan, mobilization, pump station per Watertronics plan, Pump Station Pad, 1 st year of winterization, survey of all irrigation components. Approved by Ross Bintner on July 11, 2022 via email.	\$104,956.00
Modifications to the irrigation system including additional valves and tracer wire. Lump sum price is \$5,369.00 for the valves per email from Dexter Kolles on August 9, 2022, and \$853.05 for the tracer wire per email from Dexter Kolles on August 12, 2022. These two items were approved by Tom Swenson via email on August 12, 2022.	\$6,222.05
Changing the construction/safety fence from orange plastic to metal fencing. Price quoted for fencing and two temporary gates by via email from Dexter Kolles on July 11, 2022. <i>Note that gates were never installed, just fencing.</i>	\$5,972.00
Additional cam-lock connection cabinet enclosure on the stand-by generator enclosure, as per Field Order #1, and per direction from Noah Silver via email on June 20, 2022. Approved by Ross Bintner via email on July 14, 2022.	\$11,082.00
Modifications around the warming house to install drain tile, core drill the manhole, add rebar on east and west sides of buildings to tie in, as per Field Order #2. See email from Dexter Kolles on August 16, 2022.	\$12,315.50
Fencing around the Montessori School basketball court per Field Order #5. Price provided by Dexter Kolles via email on August 29, 2022. Addition approved by Edina at the September 6, 2022 on-site meeting, as noted via email from Cory Anderson on September 7, 2022.	\$50,175.00
Pricing error in the bid associated with helical piles, as outlined in the letter from Atlas Foundations to Blackstone Constructors. Per conversation with Rachel, Atlas, and Blackstone, the Owner agreed to pay for the mistake in the bid because it did not change which bidder would have been low bid. See approval email from Ross Bintner on October 5, 2022, and acknowledgement from Dexter Kolles via email on October 6, 2022.	\$99,980.00
Drinking fountain connection at SE ball field, different from what was called for in the plans. Price quoted by Dexter is \$7,200.00 lump sum via email on September 15, 2022, and approved by Ross Bintner via email on September 20, 2022.	\$7,200.00

Total**\$336,961.94**

Note that in the kickoff to the project, Rachel proposed moving some of the work to the winter, which was approved by the Owner. This extended the contract date by 100 days, as listed below in the change to contract times. Current schedule suggests substantial completion by February 10, 2023. *The winter work in the ponds is also expected to result in a savings to the Owner, which is not yet quantified.* This will be captured in a subsequent Change Order.

Note that Field Orders #3 (SW ball field fencing adjustment), and #4 (instructions for footings and fencing in peat, and around the 72-inch pipe, effective August 25th) do not have additional costs associated with them.

Note that Field Order #6 (spread topsoil on oak knoll area, clean up grubbing) is *expected to result in a savings for the Owner* because it requires less hauling and disposal of common material, and more reuse on site, which was bid cheaper by the CY. The quantity of savings is not yet determined.

Note that Field Order #7 (concrete pad at retaining wall) is not expected to cost the Owner extra. Per email from Dexter Kolles on September 8, 2022, Rachel will cover the upcharge for putting in concrete but will still get paid the SY unit price for TRM in this area as originally bid. Ross Bintner agreed, via email on September 8, 2022.

Note that Field Order #8 has not yet been shared with Rachel as final.


Note that Field Order #9 (TRM adjustments and seeding fix in the swale) will result in a change order cost to the Owner for spreading native seed rather than a cover crop as was initially called for. The quote from Rachel is for \$0.60 per SY upcharge of covered area. By our estimates, the area is approximately 2,200 SY, totaling about \$1,320 extra. *This is not part of this Change Order No. 1, but will be captured in a subsequent Change Order.*

Attachments:

None

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times	
\$ 7,995,424.97		Substantial Completion : November 11, 2022 days or dates	
		Ready for final payment : December 31, 2022 days or dates	
Net changes from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u>		Net changes from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u>	
\$ 0.00		<u>0</u> days	
Contract Price Prior to this Change Order		Contract Times prior to this Change Order	
\$ 7,995,424.97		Substantial Completion : November 11, 2022 days or dates	
		Ready for final payment : December 31, 2022 days or dates	
Net	Increase of this Change Order	Net	Increase of this Change Order
\$ 336,961.94			<u>100</u> days
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
\$ 8,332,386.91		Substantial Completion : February 10, 2023 days or dates	
		Ready for final payment : April 1, 2023 days or dates	

RECOMMENDED:

By: 
Engineer (Authorized Signature)

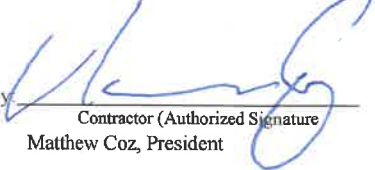
Date: 10/7/2022

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)
Matthew Coz, President

Date: 10/11/2022



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.F.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Rachel Finberg, Project Manager

Item Activity:
Action

Subject: Request for Purchase: Community Health and Safety
Center Architectural and Engineering Services

ACTION REQUESTED:

Approve Request for Purchase for Architectural and Engineering Services with Boarman Kroos and Vogel Group Inc. (BKV) for \$1,162,300, and the Public Participation Plan for the Community Health and Safety Center design phase.

INTRODUCTION:

BKV Group will provide overall project management, architecture, interior design, landscape architecture, and structural, mechanical, and electrical engineering, and civil engineering. Included is a summary of our selection process as well as our staff recommendation of BKV for architectural and engineering services. This request for purchase includes their contract for services for the entire project duration (30 months).

ATTACHMENTS:

Staff Recommendation to City Manager

Request for Purchase: Community Health and Safety Center Architectural and Engineering Services

Public Participation Plan

BKV Contract



Date: November 1, 2022

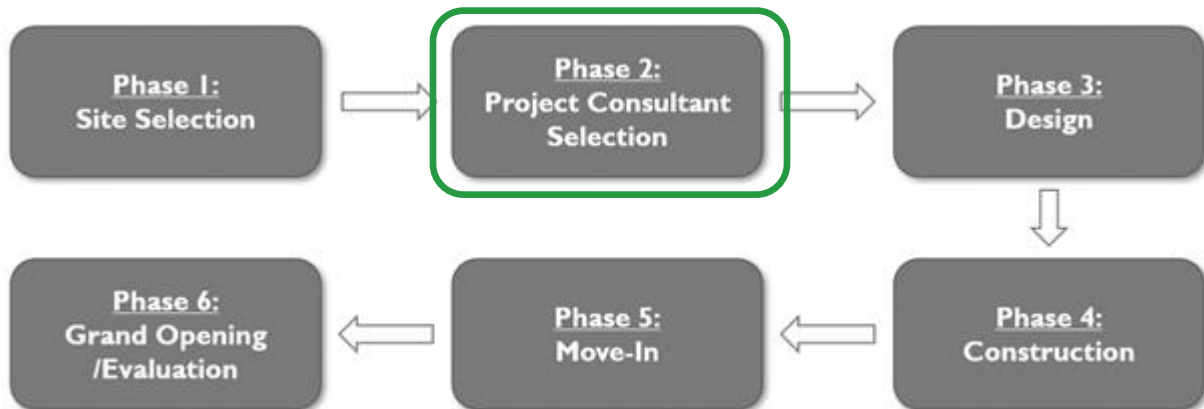
To: Scott Neal, City Manager

From: Andrew Slama, Fire Chief

Subject: Staff Recommendation for the Architectural and Engineering Project Consulting Firm for the Community Health and Safety Center

Information/Background:

The City of Edina completed Phase I: Site Selection for the Community Health and Safety Center in May 2022. Phase II: Project Consultant Selection began by City staff identifying the need for an Owners Representative, an Architectural and Engineering Firm, and a Construction Manager. Tegra Group was selected as the Owners Representative and approved on June 6, 2022 based off a public Request for Qualifications response. Tegra Group and City staff drafted Requests for Qualifications for an Architectural and Engineering Firm and a Construction Manager at Risk.



Date:	Action	Result
August 1, 2022	RFQ posted for Architectural and Engineering Services	11 Proposals Received
August 8, 2022	RFQ posted for Construction Manager at Risk	6 Proposals Received
September 12 & 13, 2022	Interviews for Architectural and Engineering Services	4 Firms Interviewed
September 22, 2022	Interviews for Construction Manager at Risk	4 Firms Interviewed
November 1, 2022	Staff Recommendation for Architectural and Engineering Services	BKV Recommended
November 1, 2022	Staff Recommendation for Construction Manager at Risk	Kraus-Anderson Recommended

Architectural and Engineering Firm selection process:

On August 1st the City publicly posted a Request for Qualifications for Professional Architectural and Engineering Services for the Community Health and Safety Center project. This process as compared to a traditional Request for Proposals, allows for the prioritization of expertise and City specific values. The City was pleased with the response to the posting which received 11 qualified statements of qualifications and proposals. Proposals were from firms throughout the Midwest.

Proposals were to include:

- Firm description and experience,
- Approach for fulfilling project objectives,
- Incorporation of Edina's goals and values,
- Deliverables and detailed work plan including design phases, closeout, and a schedule, and a rate schedule that was kept private from project team.

All proposals met minimum requirements and had teams with experience in fire station design and public safety. Proposals varied from individual firms to partnerships and consultant teams. The City's project team used a non-cost evaluation criteria for requirements, qualifications, and experience made clear in the Request for Qualifications to help identify four firms to be interviewed.

This non-cost approach allowed for City staff to evaluate companies based on their holistic value to the City and not their bid price to perform work. The process used defined adjectives to evaluate strengths and weaknesses as well as weigh probability of success.

On September 12th and 13th Tegra Group coordinated a panel of City staff composed of City Manager Scott Neal, Fire Chief Andrew Slama, Assistant Fire Chief Pete Fisher, City Management Fellow Gillian Straub, Economic Development Coordinator Bill Neuendorf, Community Engagement Coordinator MJ Lamon, Facilities Manager Derik Otten, and Project Manager Rachel Finberg to conduct interviews. Interviews included a firm presentation and allotted for questions from Tegra Group and City staff. Panel again used on-cost evaluation criteria to evaluate firms based on overall presentation, values incorporation, responses to questions about team experience and dynamics, design process and deliverables, and schedule.

Architectural and Engineering Firm recommended: Boardman Kroos and Vogel (BKV)

After the review of four firms, City staff found BKV satisfied and exceeded evaluation criteria. In particular, their strong fire station experience, expertise in sustainability, experience with the Greater Southdale Area Design Standards stood out. See the table below for staff's evaluation on all criteria.

Evaluation Criteria	BKV Performance on Criteria
Overall presentation	Demonstrated professionalism, expertise, and experience
Values incorporation	Identified Values Viewfinder as a guiding tool and tradeoffs the tool might prompt in this project Discussed engagement and sustainability resources and past experience Understood the approach to Greater Southdale Area Design Standards
Team experience and dynamics	Provided examples of extensive fire station design experience and knowledge
Design process	Presented a collaborative approach between City of Edina stakeholders, architect, and construction manager at risk
Deliverables	Aligned with City needs
Schedule	Provided schedule in line with City needs Spoke to flexibility if non-scope changes need to be made

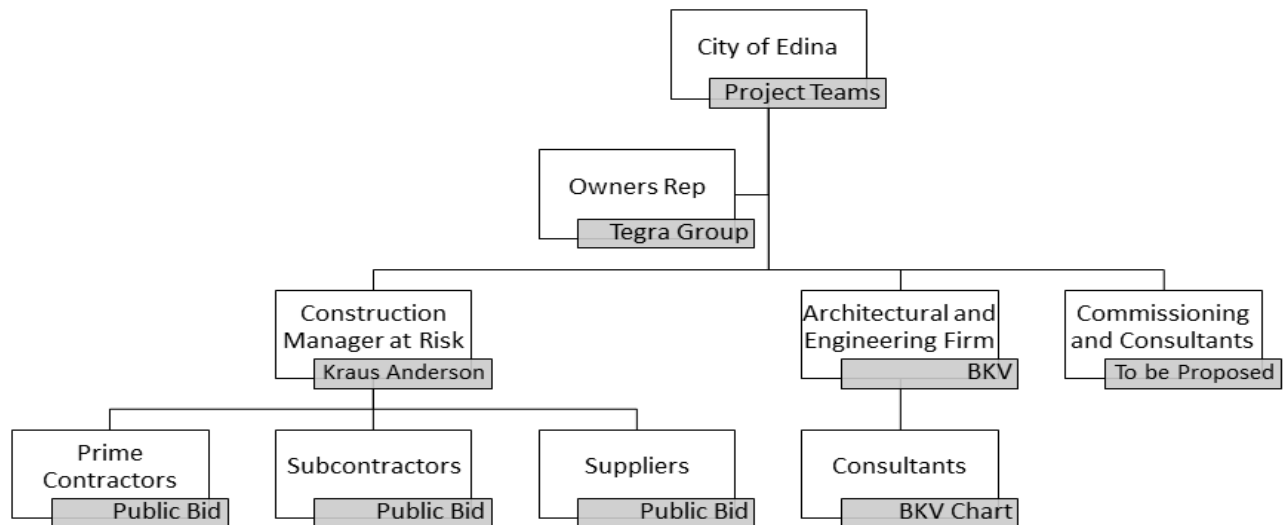
BKV Team Leads

- **Client Contact:** Trace Jacques, Senior Design Manager
- **Architectural:** Michael Healy, Senior Project Architect
- **Partner:** Bruce Schwartzman, Partner-in-Charge

BKV Project Team

- Craig Carter, Public Safety Practice Leader/Facility Planner
- Susan Morgan, Community Engagement Lead/Sustainability Lead
- Chris Hutton, Senior Architectural Designer
- Kelly Naylor, Community Health Planner/ Senior Interior Designer
- Brady Halverson, Senior Landscape Architect
- Kyle Olson, Senior Structural Engineer
- Alex Sawka, Senior Mechanical Engineer
- Chad Kurdi, Senior Electrical Engineer

- Larry Farris, Code/Life Safety Reviewer



Conclusion: After a review of all the feedback and critical factors, staff recommends BKV as the Architectural and Engineering Firm and Kraus-Anderson as the Construction Manager at Risk for the Community Health and Safety Center. If approved, the above organization chart marks the end of Phase II.

Kraus-Anderson recommendation and contract will be proposed at an upcoming council meeting.

Recommendation:

Approve the contract for \$1,162,300 with BKV for design services from predesign through closeout and the Public Participation Plan for Community Health and Safety Center design phase.



CITY OF EDINA

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

Requisition Number

12200256

Request for Purchase

Department: Engineering

Buyer: Rachel Finberg

Date: 10/21/2022

Requisition Description: Community Health & Safety Center Design Services

Vendor: BOARMAN KROOS VOGEL GROUP INC

Cost: \$1,162,300.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

This request for purchase is for professional architectural and engineering services for the Community Health and Safety Center. BKV satisfied and exceeded evaluation criteria when compared to the other proposals and interviews. In particular, their strong fire station experience, expertise in sustainability, and experience with the Greater Southdale Area Design Standards stood out.

BKV Group will provide overall Project Management, Architecture, Interior Design, Landscape Architecture, and Structural, Mechanical, and Electrical Engineering, and Civil Engineering.

BUDGET IMPACT:

This project is funded as part of \$39 million dollar general obligation bonds for the land acquisition and construction of the project.

COMMUNITY IMPACT:

This project will increase services to the entire community. Community values will be incorporated as part of the design process by reviewing city values and goals and seeking feedback from the community.

ENVIRONMENTAL IMPACT:

This is a service contract but sustainability principles and the climate action plan will guide the process.

PUBLIC PARTICIPATION PLAN

COMMUNITY HEALTH & SAFETY SELECTION – DESIGN



DATE: November 1, 2022

PREPARED BY: Gillian Straub (City Management Fellow), MJ Lamon (Community Manager), Andrew Slama (Fire Chief)

PROJECT TIMELINE: December 2022 – October 2023

PLAN

DECISION TO BE MADE

- Decide on the design concept for the Community Health and Safety Center
- Project Decision: Staff will make a recommendation to City Council on design using this feedback, City staff feedback, and compliance with city code and guidelines.

TIMELINE

The text on the right denotes the public participation elements of the timeline. The architect's schedule is provided, demonstrating how public participation integrates with project milestones.

PROGRAMMING & PRELIMINARY DESIGN

Complete by early February 2023

- December 2022 – Internal input and visioning, including Values Viewfinder
- Early January 2023 – Online conversation opens through Better Together - Ideas Tool
- Early January 2023 – Community workshop, including Values Viewfinder

SCHEMATIC DESIGN

Complete by April 2023, sketch plan process begins with the Planning Commission

- Early February 2023 – Online conversation opens through Better Together, to receive feedback on preliminary designs
- Mid February 2023 – Community meeting to receive feedback on pre-design concepts

DESIGN DEVELOPMENT

Complete by October 2023

- July 2023 – Better Together online conversation opens for a final time, to provide the approved design and answer questions from community members

PARTICIPATION LEVEL

The Public Participation plan will include two levels of P2.

CONSULT

- **Goal:** Obtain public feedback on analysis, alternatives, concepts, etc.
- **Promise:** We will keep you informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.

INVOLVE

- **Goal:** Engage directly with City staff and the public to ensure that all concerns and aspirations are consistently understood and considered.
- **Promise:** We will work to ensure concerns, and aspirations are directly reflected in the alternatives developed and provide feedback on how staff and public input influenced the decision.

STAKEHOLDERS

- Residents
- City Council
- Internal project team
- Parklawn neighborhood
- Neighboring businesses

IN SCOPE (WHAT WE KNOW)

The site at 4401 W 76th Steet has been selected as the site for the Community Health and Safety Center, which includes Fire Station 2 and Public Health. While individual in-scope items are listed below, all should contribute to a strong, cohesive feel of the space by all who use it.

1. Community spaces – active, internal spaces that can be used by the community.
2. Programming needs – includes both City staff and community space use.
3. Public space – external spaces accessed or viewed by the public.
4. Transportation needs and accessibility.
5. Feedback is only sought for the portion of the site that will be used for the Community Health and Safety Center.

OUT OF SCOPE

1. Fire Department operations
2. Equipment
3. Technology
4. Footprint
5. Natural resources and watershed
6. Portion of the site not containing the fire station
7. Public art
8. Construction considerations – these will be addressed by a separated public participation plan.

CONSIDERATIONS DRIVING DESIGN & SCOPE

1. Funding
2. Legal

3. Compliance with city code regulations, variances, and policies
4. Comprehensive Plan
5. Greater Southdale Area District Design Experience Guidelines
6. Site Layout
7. Water table

PUBLIC PARTICIPATION

The City seeks input from community members on how this project will contribute to a sense of community now and into the future. The City anticipates that a sense of community will develop from how the public wants to use portions of this space, how the project integrates with the current community and how its design and programming remains useful to future residents. These ideas should come from diverse participants.

OVERALL OBJECTIVES

- Discover community-driven opportunities for programming
- Gather information on public space and transportation desires
- Utilize this feedback in design stages

EXPECTATIONS

- What can participants expect?
 - o To learn about Fire Department operations and needs.
 - o To bring their ideas for placemaking and use of the space.
 - o To acknowledge tradeoffs between different needs and evaluate decisions using the Values Viewfinder tool.
- What level of participation decision-maker is the plan supporting?
 - o Participants will be engaged at the consult and involve levels.
- What participants can influence?
 - o Participants can exercise influence over the integration of community elements into design.
- What assumptions and constraints may affect or limit the decision makers choice?
 - o Constraints include many of the items listed in the “Out of Scope” and “Considerations Driving Design & Scope” sections, which address operational needs, site layout, requirements, regulations and guidelines.

TECHNIQUE – BETTER TOGETHER PROGRAMMING AND PRELIMINARY DESIGN, JANUARY 2023

CONSULT

Better Together Edina, Ideas Tool
January 3, 2023 – January 27, 2023

Residents only need to participate through either the in-person workshop or Better Together Edina.

- Participants receive information on the need for a new fire station at this site and some constraints on design

- Through the Ideas tool, residents will consider the City’s values of Health in all Policies, Community Engagement, Race & Equity, and Sustainability as they relate to community wants in the design of the new fire station
- City staff respond to resident questions
- Receive feedback on:
 - o programming needs
 - o transportation needs of community members
 - o how the community wants to interact with public outdoor spaces
 - o design integration with existing buildings
- Outcomes include:
 - o City staff and design team can enhance pre-design and programming work with community feedback
 - o Community members can voice their wants and needs for the project

TECHNIQUE – COMMUNITY WORKSHOP – VALUES VIEWFINDER PROGRAMMING AND PRELIMINARY DESIGN, JANUARY 2023

CONSULT

Community Workshop, Values Viewfinder
 Location: SE Quadrant Neighborhood Community Room
 Mid-January 2023

Residents only need to participate through either the in-person workshop or Better Together Edina.

- Participants receive information on the need for a new fire station at this site and some constraints on design
- Through the Values Viewfinder process, residents will consider the City’s values of Health in all Policies, Community Engagement, Race & Equity, and Sustainability as they relate to community wants in the design of the new fire station
- Receive feedback on:
 - o programming needs
 - o transportation needs of community members
 - o how the community wants to interact with public outdoor spaces
 - o design integration with existing buildings
- Outcomes include:
 - o City staff and design team can enhance pre-design and programming work with community feedback
 - o Community members can voice their wants and needs for the project

TECHNIQUE – BETTER TOGETHER SCHEMATIC DESIGN, FEBRUARY 2023

INVOLVE

Better Together Edina
 February 6, 2023 – February 24, 2023

Residents only need to participate through either the in-person workshop or Better Together Edina.

- City staff share the pre-design sketches which reflect the input on programming and design at a high level
- City staff summarize the feedback from the Better Together Ideas Tool and Community Workshop Values Viewfinder session which influenced the pre-design work
- Community members share their feedback on pre-design sketches and consider trade-offs between the alternatives
- City staff respond to resident questions
- Outcomes include:
 - o City staff and design team can move to schematic design with a clear understanding of top community priorities
 - o Community members assess tradeoffs

TECHNIQUE – COMMUNITY WORKSHOP SCHEMATIC DESIGN, FEBRUARY 2023

INVOLVE

Community Workshop

Location: SE Quadrant Neighborhood Community Room

Mid-February 2023

Residents only need to participate through either the in-person workshop or Better Together Edina.

- City staff share the pre-design sketches which reflect the input on programming and design at a high level
- City staff summarize the feedback from the Better Together Ideas Tool and Community Workshop Values Viewfinder session which influenced the pre-design work
- Community members share their feedback on pre-design sketches and consider trade-offs between the alternatives
- City staff respond to resident questions
- Outcomes include:
 - o City staff and design team can move to schematic design with a clear understanding of top community priorities
 - o Community members assess tradeoffs

TECHNIQUE – BETTER TOGETHER DESIGN DEVELOPMENT, FEBRUARY 2023

CONSULT

Better Together

Location: SE Quadrant Neighborhood Community Room

July 2023

- City staff provide the approved designs for the fire station
- Community members provide feedback on how their feedback was incorporated
- City staff respond to resident questions
- Outcomes include:

- Community members can see how community input influenced design and get answers to any final design questions.

EVALUATION

What is success?

- When Fire Station 2 is built, community members utilize the space, it meets community needs, and community members and the Fire Department develop connections.

Did we keep our promise?

Yes, if:

- Community members have sufficient opportunity to be heard.
- Community members can weigh options using Values Viewfinder and comparatively evaluate the tradeoffs.
- Internal staff works to incorporate the feedback into spaces and placemaking that captures community feedback.

How will we know what we achieved?

- When the design concepts for Fire Station 2 are developed and elements of community members feedback or intention are incorporated.
- When Fire Station 2 is built, and community members utilize the space.

How will we gather data?

- We will gather qualitative data through a Values Viewfinder session, Better Together Ideas Tool and project page, and community workshops.

How are we going to use the data?

- We will use the data to identify top needs and wants for the limited space.
- Through Better Together, staff will respond to community comments to ensure all questions are answered.

To what extent will the participation affect the outcome of the decision?

- Both the type of participation (in-person and on Better Together) and who participates is likely to have an impact. While comments from Better Together will be summarized and presented to the participants who show up in-person, having a robust discussion with all participations will not be possible, so a bias towards in-person commenters may occur.
Who participates is also likely to influence programming and usage. Those who participate will likely articulate their hopes for the space, some which may be included. Without hearing a diverse set of voices, a diverse set of uses and programming will likely not be considered.

AIA[®] Document B133[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the First day of November in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Edina
4801 W 50th Street
Edina Minnesota, 55424

and the Architect:
(Name, legal status, address, and other information)

Boarman Kroos Vogel Group, Inc.
dba BKV Group
222 North Second Street, Suite 101
Minneapolis, Minnesota, 55401

for the following Project:
(Name, location, and detailed description)

Community Health and Safety Center
4401 W 76th Street
Edina Minnesota, 55435

The Construction Manager (if known):
(Name, legal status, address, and other information)

Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, Minnesota, 55404

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; A133–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architect will develop the program with the Owner, and Owner identified stakeholders, during the Programming and Preliminary Design Phase of the work.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Community Health and Safety Center will be located as part of an 8-acre site in Hennepin County in the Southdale region of the City of Edina.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Per the Request for Qualifications, the tentative total budget was indicated as twenty (\$20,000,000) The actual project budget is to be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming and Preliminary Design:	February 3, 2023
Schematic Design:	April 4, 2023
Design Development:	July 4, 2023
Construction Documents:	October 17, 2023

.2 Construction commencement date:

Unknown at time of execution, to be determined later by mutual agreement with Owner.

.3 Substantial Completion date or dates:

Unknown at time of execution, to be determined later by mutual agreement with Owner.

.4 Other milestone dates:

Bid package dates to be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Unknown at time of execution, to be determined later by mutual agreement with Owner.

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Adhere to City of Edina Sustainable Design Policy and B3 guidelines set forth by State of Minnesota funding.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Nate Pearson, Partner-in-Charge
Julie Dotzenrod, Director
Dick Strassburg, Partner – Public Strategy

The Tegra Group, Inc
1600 Utica Ave S
Suite 410
St. Louis Park, MN 55402

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Rachel Finberg, City of Edina Facilities Project Manager, and/or her successor

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Kraus Anderson Construction Company
501 South 8th Street
Minneapolis, Minnesota, 55404

.2 Land Surveyor:

Stantec Consulting Services
733 Marquette Ave S
Suite 1000
Minneapolis, Minnesota, 55402

.3 Geotechnical Engineer:

Braun Intertec Corporation
11001 Hampshire Ave S
Minneapolis, Minnesota, 55438

.4 Civil Engineer:

Under contract to Architect

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

Confluence, Site Programming and Master Plan Consultant,
3rd Party Commissioning Agent
3rd Party Testing and Inspections

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Bruce Schwartzman, AIA-BKV Group Partner in Charge
Trace Jacques, AIA, CID, LEED AP ND-BKV Group Project Manager
Michael Healy, AIA-BKV Group Senior Project Architect

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Init.

BKV Group

.2 Mechanical Engineer:

BKV Group

.3 Electrical Engineer:

BKV Group

.4 Landscape

BKV Group

.5 Architectural interior design

BKV Group

.6 Furniture, furnishings, and equipment design

BKV Group

.6 Civil Engineering

Stantec Consulting Services Inc.
7500 Olson Memorial Highway
Suite 300
Golden Valley MN 55427

.7 Telecommunications/data design Consultant

True North Consulting Group LLC.
PO box 2169
Hewitt, TX 76643

§ 1.1.12.2 Consultants retained under Supplemental Services:

Not applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation based on hourly rates set forth by this contract. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. Owner and Architect shall notify each other of any potential changes in scope which would alter lump sum of contract price.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Workers' Compensation at statutory the Architect agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Architect shall also carry employers liability coverage with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) annual aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect will make any required revisions to its Documents as necessary to comply with governmental or utility company requirements at no additional fee or expense to the Owner.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the

Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations. The Architect will collaborate and work closely with Owner and Owner's construction manager (referenced herein as "Construction Manager" or "Contractor") throughout the design process for purposes of estimating the Cost of the Work to comply with the Project Budget. The Architect shall submit Design Documents to Owner and Construction Manager for estimating purposes at the following milestones: (a) at 100% Schematic Design; (b) at 50% Design Development; and (c) at 100% Design Development. If the estimated Cost of the Work exceeds the Project Budget, as determined by Owner and Construction Manager at each of the aforementioned milestones, the Architect, at no additional cost to Owner, shall collaborate and work with Owner and Construction Manager to determine and incorporate cost reductions and/or value engineering to reduce the estimated Cost of the Work to be within the Project Budget. The Architect will receive compensation for re-design, only when agreed upon based on scope or budget changes and with an approved proposal.

§ 3.1.9 As part of the Basic Services, the Architect will include additive and deductive alternates in the GMP package (defined below) that may increase or decrease the Cost of the Work by approximately 5% of the then-current Project Budget. The Architect's compensation will not change due to of incorporation of such alternates into the Project. The Architect will be responsible for providing complete Construction Documents for these alternates, including detailed Drawings and Specifications.

§ 3.1.10 The Architect shall be compensated for any Owner initiated scope or budget changes that would increase architects responsibilities. Compensation will be based on hourly contracted amount and be approved based on provided architects proposal. The Owner shall comply with section 5.3 with regards to collaboration and information.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Guaranteed Maximum Price set forth for the Construction Manager will be the cumulative or sum total of all of the competitively bid contracts. At time of public bid package opening, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall

consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. The Construction Manager shall update the estimate for the Cost of the Work. If the Owner believes that the estimated Cost of the Work based on the Construction Documents along with additional value engineering and scope definition documents as required and formally agreed on in writing by the Owner will be higher than the contract sum obtained from the Contractor based on the Contract Sum Pricing Documents, along with additional value engineering and scope definition documents as required and formally agreed on in writing by the Owner, the Architect shall, propose reasonable revisions to the Construction Documents such that the Cost of the Work shall not exceed the contract sum obtained from the Contractor based on the Contract Sum Pricing Documents along with additional value engineering and scope definition documents as required and formally agreed on in writing by the Owner. If revisions to the construction documents are required to comply with the GMP, the Architect will incorporate the required revisions into the construction documents without additional fee or expense to the City unless the revisions are necessary because of the Construction Manager's inaccuracies or incompleteness in preparing the GMP.

§ 3.5.6 As directed by Owner, the Architect shall assist the Owner, Owner's Representative and contractor in bidding the Project by:

- .1 providing [3 to 5] bid packages if Construction Schedule warrants;
- .2 facilitating the distribution of Bidding Documents to prospective bidders;

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Architect
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Architect
§ 4.1.1.13 Cost estimating	Architect coordinate with Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Owner
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.20 Tenant-related services	N/A
§ 4.1.1.21 Architect's coordination of the Owner's consultants	As needed
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.26 Historic preservation	N/A
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	As needed
§ 4.1.1.29 Other Supplemental Services	As needed

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

- .1 Architect to provide civil, landscape, structural, mechanical, electrical.
- .2 Architect to provide specifications, layouts, procurement, installation, punch list and overall management of all Furniture, furnishings, and equipment design vendors including bidding out to multiple vendors as required.
- .3 Architect to use City's preferred vendors.
- .4 Information Technology and Audio/Visual Furniture, furnishings, and equipment design consultants to be included under Architect contract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

- .1 3rd Party Commissioning
- .2 3rd Party Inspections and Testing
- .3 B3 Design Assistance.
- .4 Site Programming by Confluence
- .5 City supplied vendors or contracts specific to life safety and security

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 One (1) visit per month to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion
- .5 Attendance or representation at all weekly Owner-Architect-Contractor meetings

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner

shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. Compensation for services will be based on established contracted hourly rate and approval of proposed changes to contracted lump sum.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications at conclusion of the Construction Document Phase, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Drawings, Specifications and other documents prepared by the Architect and its consultants are instruments of the Architect's service through which the Work to be executed by the Contractor is described, and are the property of the Owner ("Instruments of Service"). Notwithstanding anything herein to the contrary, the Architect shall be responsible for the content of the Instruments of Service in accordance with its standard of care. The Architect, Contractor or any Subcontractor, or lower tier sub-subcontractor or supplier shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. The Owner will retain all common law, statutory and other reserved rights, in addition to the copyright. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor or any Subcontractor, or lower tier sub-subcontractor or supplier are for use solely with respect to this Project. They are not to be used by the Architect, Contractor, Subcontractor, or lower tier sub-subcontractor or supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, unless the item in question is an industry standard drawing, specification or detail. The Architect, Contractor, Subcontractors, and lower tier sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights.

§ 7.3 Upon execution of this Agreement, the Owner grants to the Architect a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Owner shall provide similar nonexclusive licenses to the Architect's consultants consistent with this Agreement. The license granted under this section permits the Architect and its subconsultants to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner rightfully terminates this Agreement for cause or for convenience as set forth herein, the license granted to the Architect shall terminate and the Architect shall provide all copies of the Instruments of Service to the Owner.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service on projects other than the Project without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service on projects other than the Project under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Architect shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted

herein to another party without the prior written agreement of the Owner. Any unauthorized use of the Instruments of Service by the Architect shall be at the Architect's sole risk and without liability to the Owner.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The Architect must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Architect pursuant to this Agreement. The Architect is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Architect receives a request to release data, the Architect must immediately notify the Owner. The Owner will give the Architect instructions concerning the release of the data to the requesting party before the data is released. Architect agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Architects officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraph deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- [] Arbitration pursuant to Section 8.3 of this Agreement
- [**X**] Litigation in a court of competent jurisdiction
- [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement, such failure shall be considered cause for suspension of performance of services under this Agreement. Prior to such suspension, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums for such services and expenses properly incurred and billed. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if the suspension exceeds forty-five (45) days.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner's suspension was for convenience rather than for cause, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses the due and properly incurred.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Minnesota without regard to conflict of laws principals.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project. The Architect shall take all actions necessary to facilitate such assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information, or any other information prohibited by law from disclosure. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 To the fullest extent permitted by law, the Architect hereby agrees to indemnify and hold the Owner, its officers, employees, and agents (collectively the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages, and expenses, including reasonable attorneys' fees, that the Indemnities may incur to the extent arising out of the negligent performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement.

To the fullest extent permitted by law, the Owner hereby agrees to indemnify and hold the Architect, its officers, employees, and agents (collectively the "Architect Indemnities") harmless from all losses, claims, liabilities, injuries, damages, and expenses, including reasonable attorneys' fees, that the Architect Indemnities may incur to the extent arising out of the negligent performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement.

§ 10.11 Time is of the essence of this Agreement.

§ 10.12 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy,

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) One million one hundred sixty-two thousand three hundred dollars (\$1,162,300)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit B Architects Fee Worksheet Proposal.

- .1 Pre-Design State Report eight thousand five hundred dollars (\$8,500)
- .2 Sustainability Certification Services eighty-five thousand dollars (\$85,000)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Architect will prepare a proposal for all additional Services. The work will proceed once the proposal has been reviewed and approved by the Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming/Preliminary Design	nine	percent (9	%)
Schematic Design Phase	eleven	percent (11	%)
Design Development Phase	twenty-seven	percent (27	%)
Construction Documents Phase	twenty-five	percent (25	%)
Construction Administration Phase	twenty	percent (20	%)
Furniture, furnishings, and equipment design, Telecommunications/data design (including Audio/Visual and Information Technology),	teneight	percent (8	%)
<hr/>				
*Total Basic Compensation	one hundred	percent (100	%)
<hr/>				
*Estimated reimbursable expenses of \$40,000 not included in overall Sum				

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services properly performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants

Reimbursable expenses for printing and travel, etc. are estimated to not exceed forty thousand dollars (\$40,000).
Reimbursable expenses shall be paid based on actual expenses incurred with no administrative mark ups.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 No initial payment shall be made upon execution of this Agreement.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty five (35) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

0.05 % one-half percent

The Architect's invoice shall be submitted in a format acceptable to the Owner, and shall show sufficient information to allow the Owner to determine the propriety thereof. At a minimum, each invoice shall state services completed during the billing period, amount due for Services performed during the billing period, amount previously paid, and agreed contract balance remaining. The Architect shall be paid in the time period set forth in the Prompt Payment of Local Government Bills law, Minnesota Statutes § 471.425.

(Paragraph deleted)

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, and shall be maintained by Architect for three (3) years after Final Completion.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1. ☐ AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
2. ☐ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

BIM to be determined by mutual agreement or modified at GMP approval

3. Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

Sustainable Project Exhibit to be added after certification program has been selected

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A-Architect's/Civil Engineers hourly rates of compensation

Exhibit B- Architects Fee Rate Proposal

Exhibit C- Excerpt from Response to Qualifications

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Scott Neal, City Manager
(Printed name and title)

ARCHITECT *(Signature)*

Bruce Schwartzman, AIA-Vice President
(Printed name, title, and license number, if required)

ARCHITECT *(Signature)*

Michael Krych, AIA-President
(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:47:04 ET on 10/25/2022.

PAGE 1

AGREEMENT made as of the First day of November in the year 2022

...

City of Edina
4801 W 50th Street
Edina Minnesota, 55424

...

Boarman Kroos Vogel Group, Inc.
dba BKV Group
222 North Second Street, Suite 101
Minneapolis, Minnesota, 55401

...

Community Health and Safety Center
4401 W 76th Street
Edina Minnesota, 55435

...

Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, Minnesota, 55404

PAGE 2

Architect will develop the program with the Owner, and Owner identified stakeholders, during the Programming and Preliminary Design Phase of the work.

...

Community Health and Safety Center will be located as part of an 8-acre site in Hennepin County in the Southdale region of the City of Edina.

...

Per the Request for Qualifications, the tentative total budget was indicated as twenty (\$20,000,000) The actual project budget is to be determined.

PAGE 3

Programming and Preliminary Design: February 3, 2023
Schematic Design: April 4, 2023
Design Development: July 4, 2023
Construction Documents: October 17, 2023

...

Unknown at time of execution, to be determined later by mutual agreement with Owner.

...

Unknown at time of execution, to be determined later by mutual agreement with Owner.

...

Bid package dates to be determined.

...

[☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Unknown at time of execution, to be determined later by mutual agreement with Owner.

...

Adhere to City of Edina Sustainable Design Policy and B3 guidelines set forth by State of Minnesota funding.

...

Nate Pearson, Partner-in-Charge
Julie Dotzenrod, Director
Dick Strassburg, Partner – Public Strategy

The Tegra Group, Inc
1600 Utica Ave S
Suite 410
St. Louis Park, MN 55402

PAGE 4

Rachel Finberg, City of Edina Facilities Project Manager, and/or her successor

...

Kraus Anderson Construction Company
501 South 8th Street
Minneapolis, Minnesota, 55404

...

Stantec Consulting Services
733 Marquette Ave S
Suite 1000
Minneapolis, Minnesota, 55402

...
Braun Intertec Corporation
11001 Hampshire Ave S
Minneapolis, Minnesota, 55438

...
Under contract to Architect

...
(List any other consultants and contractors retained by the Owner.)

Confluence, Site Programming and Master Plan Consultant,
3rd Party Commissioning Agent
3rd Party Testing and Inspections

...
Bruce Schwartzman, AIA-BKV Group Partner in Charge
Trace Jacques, AIA, CID, LEED AP ND-BKV Group Project Manager
Michael Healy, AIA-BKV Group Senior Project Architect

PAGE 5

BKV Group

.2 Mechanical Engineer:

BKV Group

.2 Mechanical Engineer: .3 Electrical Engineer:

BKV Group

.4 Landscape

BKV Group

.5 Architectural interior design

BKV Group

.6 Furniture, furnishings, and equipment design

BKV Group

.3 Electrical Engineer: .6 Civil Engineering

Stantec Consulting Services Inc.
7500 Olson Memorial Highway
Suite 300
Golden Valley MN 55427

.7 Telecommunications/data design Consultant

True North Consulting Group LLC.
PO box 2169
Hewitt, TX 76643

...

Not applicable

...

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's ~~compensation~~ compensation based on hourly rates set forth by this contract. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. Owner and Architect shall notify each other of any potential changes in scope which would alter lump sum of contract price.

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than ~~(\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage~~ one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$) per accident~~ one million dollars (\$ 1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 ~~Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~ Workers' Compensation at statutory the Architect agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Architect shall also carry employers liability coverage with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$500,000 – Bodily Injury by Accident

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and (\$) in the two million dollars (\$ 2,000,000) annual aggregate.

PAGE 7

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect will make any required revisions to its Documents as necessary to comply with governmental or utility company requirements at no additional fee or expense to the Owner.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations. The Architect will collaborate and work closely with Owner and Owner's

construction manager (referenced herein as "Construction Manager" or "Contractor") throughout the design process for purposes of estimating the Cost of the Work to comply with the Project Budget. The Architect shall submit Design Documents to Owner and Construction Manager for estimating purposes at the following milestones: (a) at 100% Schematic Design; (b) at 50% Design Development; and (c) at 100% Design Development. If the estimated Cost of the Work exceeds the Project Budget, as determined by Owner and Construction Manager at each of the aforementioned milestones, the Architect, at no additional cost to Owner, shall collaborate and work with Owner and Construction Manager to determine and incorporate cost reductions and/or value engineering to reduce the estimated Cost of the Work to be within the Project Budget. The Architect will receive compensation for re-design, only when agreed upon based on scope or budget changes and with an approved proposal.

§ 3.1.9 As part of the Basic Services, the Architect will include additive and deductive alternates in the GMP package (defined below) that may increase or decrease the Cost of the Work by approximately 5% of the then-current Project Budget. The Architect's compensation will not change due to of incorporation of such alternates into the Project. The Architect will be responsible for providing complete Construction Documents for these alternates, including detailed Drawings and Specifications.

§ 3.1.10 The Architect shall be compensated for any Owner initiated scope or budget changes that would increase architects responsibilities. Compensation will be based on hourly contracted amount and be approved based on provided architects proposal. The Owner shall comply with section 5.3 with regards to collaboration and information.

PAGE 8

§ 3.2.1 ~~At a time to be mutually agreed upon by the Owner and the Construction Manager,~~ Guaranteed Maximum Price set forth for the Construction Manager will be the cumulative or sum total of all of the competitively bid contracts. ~~At time of public bid package opening,~~ the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

PAGE 10

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. The Construction Manager shall update the estimate for the Cost of the Work. If the Owner believes that the estimated Cost of the Work based on the Construction Documents along with additional value engineering and scope definition documents as required and formally agreed on in writing by the Owner will be higher than the contract sum obtained from the Contractor based on the Contract Sum Pricing Documents, along with additional value engineering and scope definition documents as required and formally agreed on in writing by the Owner, the Architect shall, propose reasonable revisions to the Construction Documents such that the Cost of the Work shall not exceed the contract sum obtained from the Contractor based on the Contract Sum Pricing Documents along with additional value engineering and scope definition documents as required and formally agreed on in writing by the Owner. If revisions to the construction documents are required to comply with the GMP, the Architect will incorporate the required revisions into the construction documents without additional fee or expense to the City unless the revisions are necessary because of the Construction Manager's inaccuracies or incompletions in preparing the GMP.

§ 3.5.6 As directed by Owner, the Architect shall assist the Owner, Owner's Representative and contractor in bidding the Project by:

- .1 providing [3 to 5] bid packages if Construction Schedule warrants;
- .2 facilitating the distribution of Bidding Documents to prospective bidders;

PAGE 14

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Owner</u>
§ 4.1.1.2	Programming	<u>Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>

...

§ 4.1.1.5	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Architect</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>Architect</u>
§ 4.1.1.13	Cost estimating	<u>Architect coordinate with Construction Manager</u>
§ 4.1.1.14	On-site project representation	<u>Construction Manager</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Architect</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Owner</u>
§ 4.1.1.19	Facility support services	<u>Owner</u>
§ 4.1.1.20	Tenant-related services	<u>N/A</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>As needed</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Architect</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Architect</u>
§ 4.1.1.26	Historic preservation	<u>N/A</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>As needed</u>
§ 4.1.1.29	Other Supplemental Services	<u>As needed</u>

...

- .1 Architect to provide civil, landscape, structural, mechanical, electrical.
- .2 Architect to provide specifications, layouts, procurement, installation, punch list and overall management of all Furniture, furnishings, and equipment design vendors including bidding out to multiple vendors as required.
- .3 Architect to use City's preferred vendors.
- .4 Information Technology and Audio/Visual Furniture, furnishings, and equipment design consultants to be included under Architect contract.

PAGE 15

- .1 3rd Party Commissioning
- .2 3rd Party Inspections and Testing
- .3 B3 Design Assistance.
- .4 Site Programming by Confluence
- .5 City supplied vendors or contracts specific to life safety and security

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~(—) visits~~ One (1) visit per month to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion
- .5 Attendance or representation at all weekly Owner-Architect-Contractor meetings

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. Compensation for services will be based on established contracted hourly rate and approval of proposed changes to contracted lump sum.

PAGE 19

§ 6.7 After incorporation of modifications ~~under Section 6.6,~~ at conclusion of the Construction Document Phase, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

...

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall Drawings, Specifications and other documents prepared by the Architect and its consultants are instruments of the Architect's service through which the Work to be executed by the Contractor is described, and are the property of the Owner ("Instruments of Service").~~ Notwithstanding anything herein to the contrary, the Architect shall be responsible for the content of the Instruments of Service in accordance with its standard of care. The Architect, Contractor or any Subcontractor, or lower tier sub-subcontractor or supplier shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. The Owner will retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service in addition to the copyright. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor or any Subcontractor, or lower tier sub-subcontractor or supplier are for use solely with respect to this Project. They are not to be used by the Architect, Contractor, Subcontractor, or lower tier sub-subcontractor or supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, unless the item in question is an industry standard drawing, specification or detail. The Architect, Contractor, Subcontractors, and lower tier sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions

of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work. Submittal or distribution to meet official regulatory requirements or for ~~similar other~~ purposes in connection with ~~the this~~ Project is not to be construed as publication in derogation of the ~~reserved rights of the Architect and the Architect's consultants.~~ Owner's copyright or other reserved rights.

§ 7.3 Upon execution of this Agreement, the Owner grants to the Architect a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Owner shall provide similar nonexclusive licenses to the Architect's consultants consistent with this Agreement. The license granted under this section permits the Architect and its subconsultants to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner rightfully terminates this Agreement for cause or for convenience as set forth herein, the license granted to the Architect shall terminate and the Architect shall provide all copies of the Instruments of Service to the Owner.

...

§ 7.3.1 In the event the Owner uses the Instruments of Service ~~without retaining the authors on projects other than the Project without retaining the author of the Instruments of Service,~~ the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service on projects other than the Project under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for ~~cause under Section 9.4-cause.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The ~~Owner Architect~~ shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ~~Architect.~~ Owner. Any unauthorized use of the Instruments of Service by the Architect shall be at the ~~Owner's Architect's~~ sole risk and without liability to the ~~Architect and the Architect's consultants.~~ Owner.

PAGE 20

§ 7.6 The Architect must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Architect pursuant to this Agreement. The Architect is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Architect receives a request to release data, the Architect must immediately notify the Owner. The Owner will give the Architect instructions concerning the release of the data to the requesting party before the data is released. Architect agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Architects officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

...

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's ~~officers and employees~~ officers, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of

professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by under this Agreement.

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. ~~mediation.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~order

PAGE 21

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, Prior to such suspension, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services for such services and expenses properly incurred and billed. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. adjusted if the suspension exceeds forty-five (45) days.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When If the Owner's suspension was for convenience rather than for cause, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

...

~~§ 9.4 Either party may terminate this Agreement upon not less than seven-thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

...

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements together with Reimbursable Expenses the due and properly incurred.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. State of Minnesota without regard to conflict of laws principals.~~

...

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the Project. The Architect shall take all actions necessary to facilitate such assignment.~~

PAGE 22

~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. information, or any other information prohibited by law from disclosure. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

...

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

...

~~§ 10.10 To the fullest extent permitted by law, the Architect hereby agrees to indemnify and hold the Owner, it officers, employees, and agents (collectively the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages, and expenses, including reasonable attorneys' fees, that the Indemnities may incur to the extent arising out of the negligent performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement.~~

~~To the fullest extent permitted by law, the Owner hereby agrees to indemnify and hold the Architect, it officers, employees, and agents (collectively the "Architect Indemnities") harmless from all losses, claims, liabilities, injuries, damages, and expenses, including reasonable attorneys' fees, that the Architect Indemnities may incur to the extent arising out of the negligent performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement.~~

~~§ 10.11 Time is of the essence of this Agreement.~~

~~§ 10.12 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy,~~

.2 — Percentage Basis(Insert percentage value)— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6..3 — Other(Describe the method of compensation)One million one hundred sixty-two thousand three hundred dollars (\$1,162,300)

...

See Exhibit B Architects Fee Worksheet Proposal..1 Pre-Design State Report eight thousand five hundred dollars (\$8,500).2 Sustainability Certification Services eighty-five thousand dollars (\$85,000)

...

Architect will prepare a proposal for all additional Services. The work will proceed once the proposal has been reviewed and approved by the Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

...

<u>Programming/Preliminary Design</u>	<u>nine</u>	<u>percent (</u>	<u>9</u>	<u>%)</u>
<u>Schematic Design Phase</u>	<u>eleven</u>	<u>percent (</u>	<u>11</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>twenty-seven</u>	<u>percent (</u>	<u>27</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>twenty-five</u>	<u>percent (</u>	<u>25</u>	<u>%)</u>
<u>Construction Administration Phase</u>	<u>twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Furniture, furnishings, and equipment design, Telecommunications/data design (including Audio/Visual and Information Technology).</u>	<u>teneight</u>	<u>percent (</u>	<u>8</u>	<u>%)</u>
<u>Total *Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

*Estimated reimbursable expenses of \$40,000 not included in overall Sum

PAGE 24

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services properly performed whether or not the Construction Phase is commenced.

...

See Exhibit A**Employee or Category****Rate (\$0.00)**

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (—%) of the expenses incurred.~~

Reimbursable expenses for printing and travel, etc. are estimated to not exceed forty thousand dollars (\$40,000).
Reimbursable expenses shall be paid based on actual expenses incurred with no administrative mark ups.

§ 11.9 Architect's Insurance. ~~If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*~~

...

§ 11.10.1.1 ~~An~~ No initial payment of ~~(\$ —)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. ~~It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty five (35) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 25

0.05 % one-half percent

The Architect's invoice shall be submitted in a format acceptable to the Owner, and shall show sufficient information to allow the Owner to determine the propriety thereof. At a minimum, each invoice shall state services completed during the billing period, amount due for Services performed during the billing period, amount previously paid, and agreed contract balance remaining. The Architect shall be paid in the time period set forth in the Prompt Payment of Local Government Bills law, Minnesota Statutes § 471.425.

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient ~~times; times, and~~ shall be maintained by Architect for three (3) years after Final Completion.

...

This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this Agreement shall

require a written agreement signed by both Parties. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota

...

4. 1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
2. 1 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

...

BIM to be determined by mutual agreement or modified at GMP approval

...

Sustainable Project Exhibit to be added after certification program has been selected

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A-Architect's/Civil Engineers hourly rates of compensation

Exhibit B- Architects Fee Rate Proposal

Exhibit C- Excerpt from Response to Qualifications

PAGE 26

Scott Neal, City Manager

Bruce Schwartzman, AIA-Vice President

...

ARCHITECT (Signature)

Michael Krych, AIA-President

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Scott Neal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:47:04 ET on 10/25/2022 under Order No. 2114282938 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.G.

To: Mayor and City Council

Item Type:
Report / Recommendation

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

Item Activity:

Subject: Approve Public Utility Improvement Agreements

Action

ACTION REQUESTED:

Approve Public Utility Improvement Agreements associated with the 2022 Neighborhood Roadway Reconstruction Projects.

INTRODUCTION:

Each year, property owners are encouraged to upgrade their sewer and water service lines at the same time the City is upgrading their street and City utilities. This year, five property owners upgraded their service lines and added the costs to their special assessments. These assessments will be levied on their properties next year with the street reconstruction special assessments.

ATTACHMENTS:

Public Utility Agreements



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 20th day of JUNE, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Thomas Cavanaugh and Stacey Cavanaugh** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 013, Block 003, Crocker & Crowell's First Addition, having a street address of 4246 Lynn Avenue, Edina, Minnesota (the "Subject Property").

B. Property Owner will install approximately 75' of 4"/6" CIPP Sewer lining and Sch40 PVC within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Ouversen Sewer & Water, Inc., PO Box 247, Loretto, MN 55357, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2555 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2555 for the amount of \$10,070.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$10,070.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

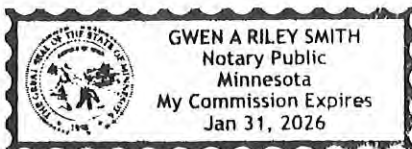
PROPERTY OWNER:

Thomas Cavanaugh
Thomas Cavanaugh

Stacey Cavanaugh
Stacey Cavanaugh

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 20th day of June, 20____,
by Thomas Cavanaugh & Stacey Cavanaugh.



Gwen A. Riley Smith
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 2nd day of March, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Thomas Plant and Judy Plant** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 014, Block 002, Crocker & Crowell's First Addition having a street address of 4350 Morningside Road, Edina, Minnesota (the "Subject Property").

B. Property Owner will Dig at approximately 31'-47' from clean-out to eliminate belly in sewer and rehab remainder of sewer with a combination of CIPP Liner & PVC/HDPE Pipe from cast iron at house to manhole within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, Inc., (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2538 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2538 for the amount of \$9,985.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$9,985.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

Thomas Plant
Thomas Plant

Judy Plant
Judy Plant

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 2 day of March, 2022,
by Thomas Plant and Judy Plant.



Stephanie Garcia Garay
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 30 day of April, 2022, 2022, by and between the CITY OF Edina, a Minnesota municipal corporation ("City") and **James Schwert and Caroline Schwert** (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 007, Block 002, Mickelson's Re-Arrangement**, having an address of **4231 Oakdale Avenue**, Edina, Minnesota (the "Subject Property").

B. Property Owner will rehab clay sewer from cast iron to city main with CIPP/HDPE/Sch 40 P and their **sewer service ("Public Utility Improvement")** and has requested that the City assess the cost of the Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from **Highview Plumbing, 746 Street, St Louis Park, MN 55426**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2546** was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City for **Purchase Order No. 2546** for the amount of **\$11,520.00** and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of **\$11,520.00** against the Subject Property. The cost will be assessed under the same terms as City Project **22-3**. The Property Owner waives any and all procedural and substantive objections to the special assessment for Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner, the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

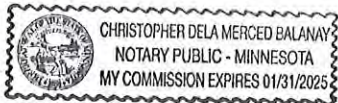
PROPERTY OWNER:

[Signature]
James Schwert

[Signature]
Caroline Schwert

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 30th day of April, 2022
by James and Caroline Schwert.



[Signature]
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina,
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its
Council.

NOTARY PUBLIC



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 26 day of April, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Vivian Lezcano Lytle** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 000, Block 000, Riley's Subdivision having a street address of 4206 Branson Street, Edina, Minnesota (the "Subject Property").

B. Property Owner will remove belly in sewer from stack clean-out and CIPP 6" clay sewer within 1' of City Main within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, 7460 Oxford Street, St Louis Park, MN 55426, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2549 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2549 for the amount of \$6,285.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$6,285.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

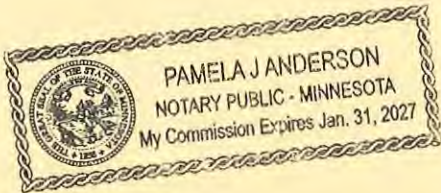
ENGINEERING DEPARTMENT

PROPERTY OWNER:

Vivian Lezcano Lytle

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 26th day of April, 2022,
by Vivian Lezcano Lytle.



Pamela J. Anderson
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:srn



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 29th day of April, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Marion McNurlen and Lane Ayres** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 012, Block 000, Melvin Grimes Sudivision of Lots 8, 9 & 10 Grimes Homestead, having a street address of 4407 Branson Street, Edina, Minnesota (the "Subject Property").

B. Property Owner will repair cracked wye and install 4" HDPE and Sch 40 PVC pipe from house to repaired wye within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, 7460 Oxford Street, St Louis Park, MN 55426, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2550 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2550 for the amount of \$8,385.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$8,385.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

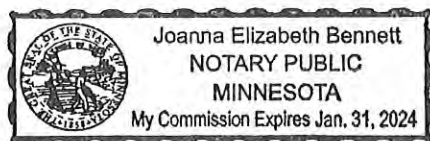
Marion McNurlen
Marion McNurlen

Lane Ayres
Lane Ayres

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 29th day of April, 2022,
by Marion McNurlen and Lane Ayres.

Joanna Elizabeth Bennett
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:srn



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 28 day of March, 2022, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Hyun Mae Graves, (the "Property Owner").
Mee

RECITALS

A. Property Owner is the owner of Lot 011, Block 002, Mickelson's Re-Arrangement, having a street address of 4215 Oakdale Avenue, Edina, Minnesota (the "Subject Property").

B. Property Owner will install new 1" waterline from curb stop to meter and rehab 6" from 4" cast iron from house to city main within their water and sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, 7460 Oxford Street, St Louis Park, MN 55426 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2542 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2542 for the amount of \$11,380.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$11,380.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

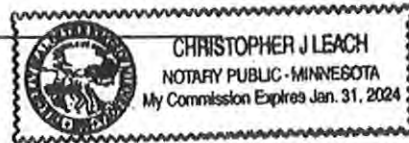
PROPERTY OWNER:

Hyun Mae Graves
Mee

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 28 day of March, 2022,
by Hyun Mae Graves.
Mee

Christopher J. Leach
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



**PUBLIC UTILITY IMPROVEMENT
AGREEMENT**

AGREEMENT made this 21 day of April, 2022, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Patrick Lytle and Rachel Lytle (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 000, Block 001, Crocker and Crowell's First Addition, having a street address of 4230 Grimes Avenue, Edina, Minnesota (the "Subject Property").

B. Property Owner will install approximately 65ft of new 1" poly waterline from curb stop to meter and approximately 87ft of 4" and 6" CIPP HammerHead sewer lining within their water and sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Ouverson Sewer & Water, Inc., PO Box 247, Loretto, MN 55357, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2547 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2547 for the amount of \$12,280.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$12,280.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

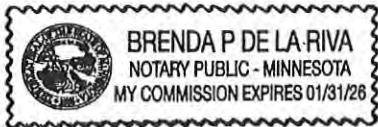
PROPERTY OWNER:

Patrick Lytle

Rachel Lytle

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of APRIL, 2022,
by Patrick and Rachel Lytle.



Brenda P. De La Riva
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 15 day of April, 2022, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Steven and Catherine Ostlie**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 009, Block 000, Riley's Subdivision, having a street address of 4210 Branson Street, Edina, Minnesota (the "Subject Property").

B. Property Owner will install new 1" K Copper waterline from curb stop to meter and clean & CIPP Line clay tile sewer within their water and sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, 7460 Oxford Street, St Louis Park, MN 55426 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2541 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2541 for the amount of \$8,485.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$8,485.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

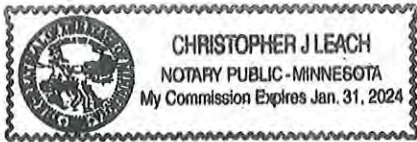
PROPERTY OWNER:


Steven Ostlie


Catherine Ostlie

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15 day of April, 2022,
by Steven Ostlie and Catherine Ostlie.




NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:srn



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 19th day of April, 2022, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Bryan Schmidt and Darlene Schmidt** (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 001, Block 000, Melvin Grimes Subdivision of Lots 8, 9 & 10 Grimes Homestead** having a street address of **4301 Branson Street**, Edina, Minnesota (the "Subject Property").

B. Property Owner will install approximately 60 feet of 6" CIPP HammerHead brand sewer lining and approximately 55 feet of new 1" poly waterline from curb stop to well area and plumb remainder of house to city water within their **sewer and water service ("Public Utility Improvement")** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from **Ouversen Sewer & Water, Inc., PO Box 247, Loretto, MN 55357**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2548** was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2548** for the amount of **\$14,330.00** and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of **\$14,330.00** against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

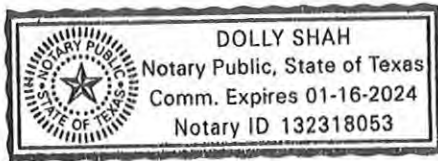
PROPERTY OWNER:

Bryan Schmidt

Darlene Schmidt

STATE OF MINNESOTA)
(ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 19th day of APRIL, 2022
by Bryan and Darlene Schmidt.



Dolly Shah
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:srn



**PUBLIC UTILITY IMPROVEMENT
AGREEMENT**

AGREEMENT made this 11th day of MARCH, 2022, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Seth Leventhal and Debra Grossfield**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 005, Block 000, William's Scott Addition, having a street address of 4406 42nd Street West, Edina, Minnesota (the "Subject Property").

B. Property Owner will install new 1" poly waterline from curb stop to meter and rehab 6" clay tile sewer from 4" cast iron at house to within 1' of city main using HDPE pipe, Sch 40 PVC, & CIPP within their water and sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, Inc. (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2537 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2537 for the amount of \$12,965.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$12,965.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

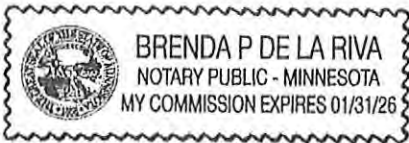
Debra Grossfield

Seth Leventhal

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 11th day of MARCH, 2022,
by Debra Grossfield and Seth Leventhal.

Brenda P. De La Riva
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:srn



**PUBLIC UTILITY IMPROVEMENT
AGREEMENT**

AGREEMENT made this 7th day of April, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Ann Hoffman**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 004, Block 002, Wooddale Heights Addition** having a street address of **4318 Oakdale Avenue**, Edina, Minnesota (the "Subject Property").

B. Property Owner will install new 1" copper waterline from curb stop to meter and line sewer from house to city main within their **water and sewer service ("Public Utility Improvement")** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from **Minneapolis & Suburban Sewer & Water** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2540** was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2540** for the amount of **\$13,500.00** and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor. \$13,440

\$13,440 2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of ~~**\$13,500.00**~~ against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

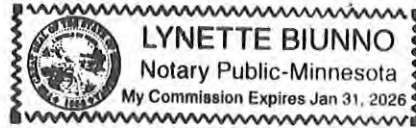
3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

Ann V. Hoffman
Ann Hoffman



STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7th day of April, 2022,
by Ann Hoffman.

Lynette Biunno
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 31st day of May, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Isaac Townsend and Katherine Townsend** (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 020, Block 002, Crocker & Crowell's First Addition**, having a street address of **4223 Lynn Avenue**, Edina, Minnesota (the "Subject Property").

B. Property Owner will install Rehab 6" clay sewer from cast iron at house to within 1' of City Main with 4" HDPE/Sch 40 PVC within their **sewer service ("Public Utility Improvement")** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. PUBLIC IMPROVEMENT. The Owner received a quote from **Highview Plumbing, 7460 Oxford Street, St Louis Park, MN 55426**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2552** was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2552** for the amount of **\$9,985.00** and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Public Utility Improvement cost in the amount of **\$9,985.00** against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

PROPERTY OWNER:

Isaac Townsend

Isaac Townsend

Katherine Townsend

Katherine Townsend

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 31 day of May, 2022,
by Isaac and Katherine Townsend.

Stephanie Garcia-Garay
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Thomas King and Amy King** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 009, Block 002, Crocker & Crowells 1st Addtn, having a street address of 4236 Crocker Avenue, Edina, Minnesota (the "Subject Property").

B. Property Owner will approximately 72ft of 4" & 6" CIPP HammerHead sewer lining and approximately 65 ft of 1" poly water line within their sewer and water service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Ouverson Sewer & Water, PO Box 247, Loretto, MN 55357, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2553 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2553 for the amount of \$11,155.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$11,155.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

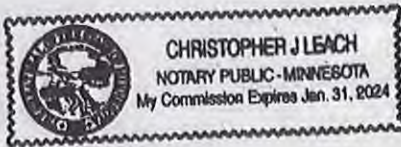
PROPERTY OWNER:

Thomas King

Amy King

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 13 day of June, 2022,
by Thomas King & Amy King.



Christopher J. Leach
NOTARY PUBLIC

CITY OF EDINA

BY: James B. Hovland, Mayor

AND Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 22 day of June, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Annette Szymczak Brown** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 012, Block 003, Crocker & Crowell's First Addition having a street address of 4244 Lynn Avenue, Edina, Minnesota (the "Subject Property").

B. Property Owner will install approximately 64ft of 4" & 6" CIPP HammerHead brand sewer lining within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Ouerson Sewer & Water, Inc., (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2556 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2556 for the amount of \$9,665.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$9,665.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

Annette Brown
Annette Szymczak Brown

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 22 day of June, 2022,
by Annette Szymczak Brown.

S. Gray
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 30TH day of JUNE, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Chris Hammerstrand and Alicia Hammerstrand** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 011, Block 003, Crocker & Crowell's First Addition, having a street address of 4240 Lynn Avenue, Edina, Minnesota (the "Subject Property").

B. Property Owner will approximately 65' of 4" and 6" CIPP HammerHead brand sewer lining within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Ouverson Sewer & Water, Inc., PO Box 247, Loretto, MN 55357, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2557 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2557 for the amount of \$9,865.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$9,865.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

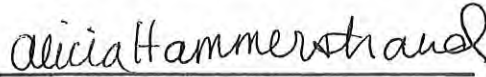
7450 Metro Boulevard • Edina, Minnesota 55439

www.EdinaMN.gov • 952.826.0371 • Fax 952.826.0302

PROPERTY OWNER:



Chris Hammerstrand



Alicia Hammerstrand

STATE OF MINNESOTA)
 (ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 30 day of June, 2022,
by Chris and Alicia Hammerstrand.




NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



**PUBLIC UTILITY IMPROVEMENT
AGREEMENT**

AGREEMENT made this 15 day of July, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Steven Porter and Peggy Porter** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 003, Block 002, Crocker and Crowell's First Addition, having a street address of 4206 Crocker Avenue, Edina, Minnesota (the "Subject Property").

B. Property Owner will install perma-liner from house to city main within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2558 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2558 for the amount of \$7,250.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$7,250.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

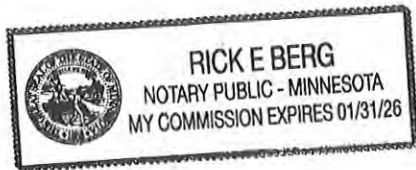
PROPERTY OWNER:

Steven Porter
Steven Porter

Peggy Porter
Peggy Porter

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of July, 2022,
by Steven and Peggy Porter.



[Signature]
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this Friday day of May 20th, 2022, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Malinda Greeley & Timothy Greeley** (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 006, Block 2, Mickelson's Re-Arrangement**, having a street address of **4232 Lynn Avenue**, Edina, Minnesota (the "Subject Property").

B. Property Owner will remove sag in line with Sch 40 PVC Pipe and Clean and CIPP Line remainder of 6" to within 1' of City Main within their **sewer service ("Public Utility Improvement")** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from **Highview Plumbing, 7460 Oxford Street, St. Louis Park, MN 55426**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2551** was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2551** for the amount of **\$12,955.00** and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of **\$12,995.00** against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

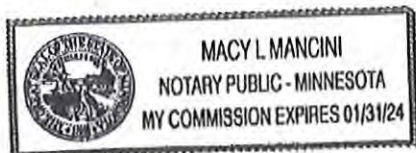
Malinda Greeley
Malinda Greeley

Timothy Greeley
Timothy Greeley

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 20th day of May, 2022,
by Malinda Greeley and Timothy Greeley.

Macy Mancini
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this _____ day of _____, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Carolyn McIntyre/Trustee and Todd McIntyre/Trustee** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 002, Block 000, William Scott's Addition, having a street address of 4502 42nd Street West, Edina, Minnesota (the "Subject Property").

B. Property Owner will rehab 6" clay tile sewer from 4" cast iron at house out to manhole with a combination of Sch 40 PVC Pipe, HDPE Pipe & CIPP within their sewer service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, Inc., 7460 Oxford Street, St Louis Park, MN 55426, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2554 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2554 for the amount of \$6,295.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor. \$8,985

\$8,985 2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$6,295.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

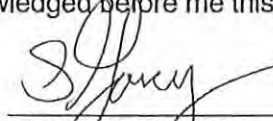
PROPERTY OWNER:


Carolyn McIntyre/Trustee


Todd McIntyre/Trustee

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 5 day of July, 2022
by Carolyn McIntyre and Todd McIntyre.


NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



**PUBLIC UTILITY IMPROVEMENT
AGREEMENT**

AGREEMENT made this 24 day of March, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Linda Berberoglu**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 007, Block 000, William's Scott Addition**, having a street address of **4330 42nd Street West**, Edina, Minnesota (the "Subject Property").

B. Property Owner will replace $\frac{3}{4}$ " waterline with 1" copper waterline from curb stop to meter and rehab 6" clay tile sewer from 4" cast iron at house to city main within their **water and sewer service ("Public Utility Improvement")** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from **Highview Plumbing, Inc., 7460 Oxford Street, St Louis Park, MN 55426**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2543** was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2543** for the amount of **\$12,885.00** and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of **\$12,885.00** against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

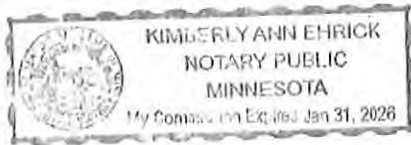
7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

Linda Berberoglu
Linda Berberoglu

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 24th day of March, 2022,
by Linda Berberoglu.



Kimberly Ann Ehrick
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



**PUBLIC UTILITY IMPROVEMENT
AGREEMENT**

AGREEMENT made this _____ day of _____, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Reed Hart and Julie Kaplan** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 009, Block 013, Mendelssohn Addition having a street address of 412 Blake Road South, Edina, Minnesota (the "Subject Property").

B. Property Owner will install approximately new 1" poly waterline from curb stop to house within their water service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, Inc., (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2539 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2539 for the amount of \$5,385.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$5,385.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-2**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

Reed Hart

Julie Kaplan

STATE OF MINNESOTA)
(ss.
COUNTY OF Waseca)

The foregoing instrument was acknowledged before me this 7 day of March, 2022,
by Reed Hart and Julie Kaplan.



Karen Zimmerman
NOTARY PUBLIC

CITY OF EDINA

BY: James B. Hovland, Mayor

AND Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



**PUBLIC UTILITY IMPROVEMENT
AGREEMENT**

AGREEMENT made this 5th day of March, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Kevin Komadina**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 000, Block 029, Mendelssohn Addition, having a street address of 604 Blake Road South, Edina, Minnesota (the "Subject Property").

B. Property Owner will install new 1" poly waterline from curb stop to meter within their water service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. PUBLIC IMPROVEMENT. The Owner received a quote from Highview Plumbing, Inc. (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2536 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2536 for the amount of \$4,985.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Public Utility Improvement cost in the amount of \$4,985.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-2**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

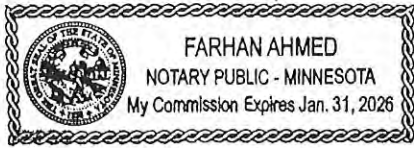
PROPERTY OWNER:

Kevin Komadina

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 5th day of March, 2022, by Kevin Komadina.

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: James B. Hovland, Mayor

AND Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm

NOTARY PUBLIC



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 18th day of April, 2022, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Matthew Ruoho and Allison Ruoho** (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 005, Block 001, Mirror Lake View, having a street address of 6304 Interlachen Blvd, Edina, Minnesota (the "Subject Property").

B. Property Owner will install new 1" waterline from curb stop to well area and plumb remainder of house to city water within their water service ("Public Utility Improvement") and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from Highview Plumbing, 7460 Oxford Street, St Louis Park, MN 55426, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2544 was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2544 for the amount of \$9,845.00 and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of \$9,845.00 against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-2**. The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

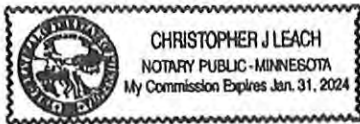
PROPERTY OWNER:

Matthew Ruoho
Matthew Ruoho

Alison Ruoho
Alison Ruoho

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 18 day of April, 2022, by Matthew and Alison Ruoho.



Christopher J. Leach
NOTARY PUBLIC

CITY OF EDINA

BY: James B. Hovland, Mayor

AND Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



PUBLIC UTILITY IMPROVEMENT AGREEMENT

AGREEMENT made this 23rd day of May, 2022, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Mark Brinkman and Megan Brinkman** (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 015, Block 002, Crocker and Crowell's First Addition**, having a street address of **4243 Lynn Avenue**, Edina, Minnesota (the "Subject Property").

B. Property Owner will install 1" copper waterline from curb stop to meter and rehab sewer from 4" cast iron at house to city main within their **water and sewer service ("Public Utility Improvement")** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **PUBLIC IMPROVEMENT.** The Owner received a quote from **Highview Plumbing, Inc., 7460 Oxford Street, St. Louis Park, MN 55426**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2545** was issued to the Contractor. When the work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2545** for the amount of **\$10,620.00** and the City is in receipt of a lien waiver for the work performed, the City will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Public Utility Improvement cost in the amount of **\$10,620.00** against the Subject Property. The cost will be assessed under the same terms as City Project No. **ENG 22-3** The Property Owner waives any and all procedural and substantive objections to the special assessment of the Public Utility Improvement including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

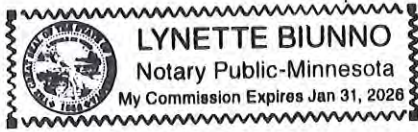
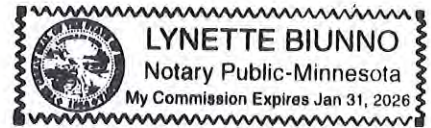
3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

Mark Brinkman
Mark Brinkman



Megan Brinkman
Megan Brinkman

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 23rd day of May, 2022
by Mark Brinkman and Megan Brinkman.

Lynette Biunno
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City
Council.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK:sm



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.H.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Aaron T. Ditzler, PE, Assistant City Engineer

Item Activity:
Action

Subject: Resolution No. 2022-101: Setting Public
Improvement Hearing Date for Morningside C
Neighborhood Roadway Reconstruction

ACTION REQUESTED:

Approve Resolution No. 2022-101 setting Public Hearing date for Dec. 6, 2022, for Morningside C Neighborhood Roadway Reconstruction.

INTRODUCTION:

Project area map is attached showing the streets that are included for reconstruction in 2023. Staff will present the details of a preliminary engineering study associated with the project area.

ATTACHMENTS:

Resolution No. 2022-101: Setting Public Hearing Date

Morningside C Project Area



**RESOLUTION NO. 2022-101
SET PUBLIC HEARING DATE
FOR DECEMBER 6, 2022
FOR MORNINGSIDE C NEIGHBORHOOD ROADWAY RECONSTRUCTION**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EDINA, MINNESOTA, that a public hearing shall be held on the 6th day of December, 2022, at 7:00 p.m., to consider roadway reconstruction for Morningside C Neighborhood Roadway Reconstruction, and at such time and place all persons owning property affected by such Improvement will be given an opportunity to be heard.

BE IT FURTHER RESOLVED that the City Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Dated: November 1, 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 November 1, 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

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.I.

To: Mayor and City Council

Item Type:

Report / Recommendation

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

Item Activity:

Subject: Approve Public Participation Plan for Wooddale Avenue Bridge Project

Action

ACTION REQUESTED:

Approve Public Participation Plan for Wooddale Avenue Bridge Project.

INTRODUCTION:

Staff is engaged with consultants reviewing options for the Wooddale Avenue Bridge as part of the Section 106 process. The Section 106 process requires consultation with the State Historic Preservation Office (SHPO) and other interested parties including the Heritage Preservation Commission on historic resources. Staff would like to gather feedback as detailed in the attached plan.

ATTACHMENTS:

Public Participation Plan for Wooddale Avenue Bridge Project

PUBLIC PARTICIPATION PLAN

WOODDALE AVENUE BRIDGE PROJECT

Prepared by: Chad Millner, Engineering Director

Date: October 25, 2022



PROJECT PURPOSE

- Inform stakeholders of the challenges to repairing the Wooddale Avenue Bridge and share replacement recommendations.
- Seek feedback on design of replacement bridge

DECISION TO BE MADE

- Obtain consensus on need to replace bridge
- Obtain consensus on design of replacement bridge
- Identify type and materials of new bridge
- Acceptance of roadway cross-section

PROJECT TIMELINE

- Project Review with Heritage Preservation Commission (HPC): August 17, 2020 and September 13, 2022
- Online Conversation (Better Together) and concept feedback input – Early November to Mid-December
- Minnesota State Historical Preservation Office (SHPO) – winter 2022 / 2023
- HPC Review Certificate of Appropriateness – spring 2023

STAKEHOLDERS

- Heritage Preservation Commission
- Parks and Recreation staff
- Nearby Neighborhoods
- Edina Residents and Businesses
- Engineering and Public Works Staff
- City Council
- Minnesota State Historical Preservation Office
- MnDOT Cultural Resources Group
- MnDOT State Aid Bridge Office
- MnDOT Metro State Aid
- US Army Corps of Engineers
- Edina Historical Society
- St. Stephens Episcopal Church

ROLES

RESIDENTS

Partner with the City to share ideas and preferences. Residents have the expertise in sense of place, neighborhood feel, public attitudes, and community values

CONSULTANT VENDOR

Provide expertise in historical preservation, structural design, hydraulic modeling, permitting, and transportation planning

STAFF

Provide opportunities to influence decision making by sharing expertise in transportation planning, bicycle and pedestrian infrastructure & safety, hydraulic modeling, and operations & maintenance aspects of the design

Report all community input, views, and concern to City Council

Report back to the community on decisions made

HERITAGE PRESERVATION COMMISSION

Advisory to the City Council

- Encourage awareness of the project within the community
- Provide feedback on rehabilitation / replacement
- Review and vote on certificate of appropriateness application

CITY COUNCIL

Decision-making body.

- Consider the staff's recommendation based on public feedback/recommendations
- Consider HPC's vote on certificate of appropriateness application
- Make final decision

PARTICIPATION LEVEL

CONSULT

- Goal: To obtain public feedback on analysis, alternatives and/or decisions
- Promise: We will work keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision

DECISION CRITERIA

IN SCOPE

- Confirm need for new bridge
- Identify type and materials of new bridge

OUT OF SCOPE

- Public infrastructure requirements – storm sewer, sanitary sewer, and water main systems

DECISIONS ALREADY MADE

- Staff Opinion: Complete replacement of existing bridge
- Bicycle and Pedestrian Master Plan Elements
- Hydraulic capacity under the bridge for Minnehaha Creek flows
- Railing safety standards

OTHER CONSIDERATIONS

- Safety of the traveling public
- Role of Wooddale Avenue Bridge to Utley Park
- Sustainability
- Stormwater management and environmental impacts
- Balancing bicyclist and pedestrian needs
- Other public infrastructure – storm sewer, sanitary sewer, and water main systems

LEGAL OR TECHNICAL REQUIREMENTS

- ADA (Americans with Disability Act)
- Stormwater Management and Creek Flow Hydraulics
- MNDOT State Aid Rules
- MnDOT Bridge Office Design Manual & Standards
- AASHTO Bridge Design Specifications
- Section 106 Review

PUBLIC PARTICIPATION LEVEL: CONSULT

TECHNIQUES

- | | |
|---|--|
| - Community Meeting | - Online feedback collection |
| - Better Together Edina website | - Accessible alternatives to online activities |
| - Onsite signage | - Section 106 Consultation |
| - Social media (Next Door, Facebook, Twitter) | - HPC Review |



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.J.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Richard Poppitz, Equipment Operations Supervisor

Item Activity:
Action

Subject: Request for Purchase: Elgin Pelican Street Sweeper

ACTION REQUESTED:

Approve request for purchase for a new street sweeper from MacQueen Equipment for \$256,137.

INTRODUCTION:

We recommend replacing Vehicle 25-494 with the new Elgin Pelican Street Sweeper.

Our new equipment replacement scoring methodology uses six performance and cost variables including age, usage, type of service, condition, repair costs and reliability. Replacement qualification scores are: 23 for all sedans and light trucks and 28 for heavy duty vehicles and off road equipment whose gross weight rating (GVWR) exceeds 10,500. The higher the score, the higher the need to replace the vehicle. In other words, we will not replace a heavy duty vehicle that does not have a minimum score of 28. This piece of equipment has a score of 33.

ATTACHMENTS:

Request for Purchase: Elgin Pelican Street Sweeper



CITY OF EDINA

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

Requisition Number

12200229

Request for Purchase

Department: Public Works

Buyer: Richard Poppitz

Date: 10/05/2022

Requisition Description: Elgin Pelican Street Sweeper

Vendor: MACQUEEN EQUIPMENT LLC

Cost: \$256,137.58

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: STATE K - STATE CONTRACT

DESCRIPTION: Purchasing Street sweeper to clean roads.

BUDGET IMPACT: Equipment replacement fund 2023

COMMUNITY IMPACT: All resident accessibility

ENVIRONMENTAL IMPACT: Reduce runoff of foreign and organic material into storm sewers

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle: Elgin / Pelican / 2023

Vehicle - Make/Model/Year current vehicle (if replacement): 2012 Elgin Pelican 25-494

Vehicle - Does purchase meet Green Fleet Recommendations? YES - YES

Vehicle - If does not meet Green Fleet Recommendations, justification: -

MPG: NA-no data

Carbon Emissions: NA-no data



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.K.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Pete Fisher, Assistant Fire Chief

Item Activity:
Action

Subject: Request for Purchase: Firefighter Turnout Gear

ACTION REQUESTED:

Request for Purchase: Firefighter Turnout Gear

INTRODUCTION:

The protective clothing Firefighters wear protects our employees from thermal burns and limits the amount of carcinogens they are exposed to during the course of their work. The Edina Fire Department follows industry best practices and NFPA standards in regards to purchasing and maintaining its firefighting turnout gear, and prepares its annual budget to support those efforts. This is an expected purchase which falls within the department's protective clothing budget line. Some of the 21 sets of turnout gear and 16 pairs of structural firefighting boots will replace expired (10-year-old) gear; other sets will be assigned to new employees. The quote reflects JPA pricing.

ATTACHMENTS:

Request For Purchase - Firefighter Turnout Gear



CITY OF EDINA

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

Requisition Number

12200263

Request for Purchase

Department: Fire
Buyer: Pete Fisher
Date: 10/26/2022

Requisition Description: Firefighter Turnout Gear 3.0

Vendor: MACQUEEN EQUIPMENT LLC
Cost: \$85,590.50

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: COOP - NATIONAL, STATE, COUNTY COOP

DESCRIPTION: Firefighter Turnout Gear

BUDGET IMPACT: Within Fire Department Budget (Protective Clothing line)

COMMUNITY IMPACT: This gear protects our city workers as they protect our residents

ENVIRONMENTAL IMPACT: Gear will be disposed of when it reaches the end of its 10-year life.

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle: NA

Vehicle - Make/Model/Year current vehicle (if replacement): NA

Vehicle - Does purchase meet Green Fleet Recommendations? -

Vehicle - If does not meet Green Fleet Recommendations, justification: -

MPG: NA

Carbon Emissions: NA



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VI.L.

To: Mayor and City Council

Item Type:

Report / Recommendation

From: Scott H. Neal, City Manager

Item Activity:

Subject: Approve Amendment to Agreement with Comcast for the Internet Essentials Program

Action

ACTION REQUESTED:

Approve Amendment to Agreement with Comcast for the Internet Essentials Program.

INTRODUCTION:

Agenda item VI.L. is an amendment of the City's agreement with Comcast for the Internet Essentials program. The Internet Essentials program was funded by the City's 2021 ARPA funds. There are 248 Edina households currently participating in the program, which provides them high speed internet service at their homes at no cost to the resident. Staff believe this is a valuable community service and wish to continue the program into the future. If the Council approves the proposed amendment, the City will be able to continue funding the program until the end of 2025, which is the statutory deadline to expend ARPA funds.

The proposed funding for the extension will be from our second phase of ARPA. The proposed spending authorized by this agreement will not exceed \$100,000 during the upcoming three years. The deadline to secure the extension of the program is November 15. That's why this element of the phase 2 of ARPA is being presented to the Council in this manner. The proposed spending plan for the full second phase of ARPA will be presented to the Council at your November 15 Council meeting.

The City Attorney has reviewed and approved the agreement format. Staff recommend Council approve the agreement.

ATTACHMENTS:

Amendment to Agreement with Comcast for Internet Essentials Program 11-2022

AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") is made and entered into this 10th day of October 2022 ("First Amendment Effective Date") pursuant to and governed by the terms of the Agreement ("Agreement"), December 7, 2021, by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Edina ("Sponsor"). This Amendment shall become effective upon First Amendment Effective Date. Any capitalized term used in this Amendment but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Except as otherwise expressly provided for herein, the Agreement shall remain in full force and effect in accordance with its terms. In the event that any of the terms herein are in conflict with the terms and conditions set forth in the agreement, the terms and conditions set forth in this Amendment shall be deemed to be the controlling terms and conditions.

NOW, THEREFORE, the following terms and conditions are hereby amended as follows:

1. *Section 2. Definitions is amended by adding the following definitions:*

"Service": Internet Essentials, which is Internet Essentials from Comcast but with download speeds of up to 50 Mbps and upload speeds of up to 10.0 Mbps.

2. *Section 5. Term of the Agreement is deleted in its entirety and replaced with the following language:*

5. Term. The Agreement is extended by execution of this First Amendment shall become effective on October 10, 2022. The term of this Agreement shall commence on January 1, 2023, and continue through December 31, 2023, unless earlier terminated in accordance with the terms set forth herein. City of Edina hereby agrees to pay the Service Fees (as defined in Section 4 hereof) for each End User who receives Service prior to the expiration of the Term for a period that begins on the Service Commencement Date and ends when the End User is no longer part of City of Edina sponsored program.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the Amendment Effective Date.

CUSTOMER

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VII.A.

To: Mayor and City Council

Item Type:

Other

From: Jennifer Garske, Executive Assistant

Item Activity:

Subject: Proclamation: Extra Mile Day 2022

Action

ACTION REQUESTED:

Adopt the proclamation declaring November 1, 2022, Extra Mile Day.

INTRODUCTION:

Each year, the Extra Mile America Foundation asked cities to highlight this day to remind individuals and organizations that one person can make a difference in creating positive changes in America. Edina began participating in Extra Mile Day in 2015.

ATTACHMENTS:

Extra Mile Day Proclamation 2022

**PROCLAMATION
EXTRA MILE DAY
NOVEMBER 1, 2022**

WHEREAS, Edina, Minnesota, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Edina, Minnesota, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

WHEREAS, Edina, Minnesota, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Edina, Minnesota, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2022.

NOW, THEREFORE, I, James B. Hovland, Mayor of Edina, do hereby proclaim November 1, 2022, to be

EXTRA MILE DAY

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country or world a better place.

Dated this 1st day of November, 2022.

James B. Hovland, Mayor



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VII.B.

To: Mayor and City Council

Item Type:

Other

From: Jennifer Garske, Executive Assistant

Item Activity:

Subject: Proclamation: November 2022 as Lung Cancer Awareness Month in Edina

Action

ACTION REQUESTED:

Adopt the proclamation declaring November 2022 as Lung Cancer Awareness Month in Edina.

INTRODUCTION:

According to the American Lung Cancer Screening Initiative (ALCSI), lung cancer is the deadliest cancer in the United States and the world, but it has been shown that lung cancer screening significantly reduces mortality as it can help to diagnose lung cancer earlier. However, only 5.7% of high-risk individuals are currently getting screened, which means thousands of lives are lost every year simply due to a lack of awareness.

To raise awareness about lung cancer and lung cancer screenings, ALCSI has asked the City to declare November 2022 Lung Cancer Awareness Month in Edina.

ATTACHMENTS:

Lung Cancer Awareness Month Proclamation

**PROCLAMATION
LUNG CANCER AWARENESS MONTH
NOVEMBER 2022**

- WHEREAS, Whereas, lung cancer is the leading cause of cancer death among men and women in the United States, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and
- WHEREAS, Whereas the five-year survival rate for localized lung cancer is 60%, yet only 24% of lung cancers are diagnosed at this stage; and
- WHEREAS, Whereas, funding for lung cancer research trials are far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer health disparities; and
- WHEREAS, Whereas lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and
- WHEREAS, Whereas African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and
- WHEREAS, Whereas, organizations working in Edina, such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates.

NOW, THEREFORE, I, James B. Hovland, Mayor of Edina, do hereby proclaim November 2022, to be

LUNG CANCER AWARENESS MONTH IN EDINA

and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

Dated this 1st day of November, 2022.

James B. Hovland, Mayor



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: VIII.A.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Sharon Allison, City Clerk

Subject: PUBLIC HEARING: New On-Sale Intoxicating and
Sunday Sale Liquor Licenses for Ichiban Japanese
Restaurant, Inc., dba Ichiban Sushi

Item Activity:
Action

ACTION REQUESTED:

Motion to close the public hearing at noon Nov. 7 and continue action on the item to the Nov. 15 City Council meeting.

INTRODUCTION:

Ichiban Japanese Restaurant, Inc., dba Ichiban Sushi, will be located at 3529 W. 70th St., Edina. Ichiban plans to open in January or February. Alcohol Awareness Training will be conducted in January before opening.

Staff reviewed the application and find that it complies with code requirements. A background investigation was completed by the Police Department and is attached.

Staff recommends approval of the liquor licenses.

ATTACHMENTS:

Police Department Background Investigation Summary



BACKGROUND INVESTIGATION SUMMARY
SUNDAY SALE AND ON-SALE INTOXICATING LIQUOR LICENSE

Establishment: Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi
License: Intoxicating Liquor and Sunday Sale

In August 2022, the Edina Police Department began a background investigation relating to a City of Edina application for an Intoxicating Liquor and Sunday Sale License. The application was submitted by Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi. Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi will operate from 3529 W. 70th Street., Edina.

Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi is authorized to do business in Minnesota and is registered with the State of Minnesota. Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi is currently active and in good standing with the Minnesota Secretary of State.

Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi and/or its representatives are aware of the City of Edina's requirement relating to employee alcohol awareness training. The training date is scheduled for November 8, 2022.

Owners/Partners/Members: Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi:

Jichen Zhao	Woodbury, MN
Jianping Yang	Woodbury, MN
Ru Chen	Woodbury, MN
Jinshuo Zheng	Woodbury, MN
Huiru Zheng	Maspeth, NY
Fang Wang	East Quogue, NY

The owners/partners/members have been investigated. No criminal records which would negatively affect their license application were found. Checks were made with the following agencies:

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

From the information gathered during the course of the investigation, I found nothing to prevent, Ichiban Japanese Restaurant, Inc., DBA Ichiban Sushi from obtaining an Intoxicating Liquor and Sunday Sale license.

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

Lt. Dan Conboy #183



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: IX.A.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Sharon Allison, City Clerk

Item Activity:
Action

Subject: Resolution No. 2022-102: Accepting Donations

ACTION REQUESTED:

Approve Resolution No. 2022-102 accepting donations.

INTRODUCTION:

To comply with State Statute, all donations to the City must be accepted by resolution and approved by two-thirds majority of the Council. See attached resolution with list of donations.

ATTACHMENTS:

Resolution No. 2022-102: Accepting Donations



**RESOLUTION NO. 2022-102
ACCEPTING DONATIONS ON
BEHALF OF THE CITY OF EDINA**

WHEREAS, Minnesota Statute 465.03 allows cities to accept grants and donations of real or personal property for the benefit of its citizens;

WHEREAS, said donations must be accepted via a resolution of the Council adopted by a two thirds majority of its members.

NOW, THEREFORE, BE IT RESOLVED, that the Edina City Council accepts with sincere appreciation the following listed grants and donations on behalf of its citizens.

Parks & Recreation

- | | | |
|--------------------------------------|-------|--|
| • Catherine & David Taylor | \$500 | Braemar Memorial Fund |
| • Jonathan Erickson & Stacey Roelofs | \$ 20 | Trees at St. Johns Park in Memory of Jim Hipps |
| • Patricia Roelofs | \$ 50 | Trees at St. Johns Park in Memory of Jim Hipps |
| • Patricia Jones | \$ 50 | Trees at St. Johns Park in Memory of Jim Hipps |

Police Department

- | | | |
|-------------------------------|----------|---|
| • Edina Crime Prevention Fund | \$696.77 | Cell Phones/MN Human Trafficking Task Force |
|-------------------------------|----------|---|

Dated: November 1, 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 November 1, 2022, and as recorded in the Minutes of said Regular Meeting.

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

City Clerk

CITY OF EDINA

4801 West 50th Street • Edina, Minnesota 55424
EdinaMN.gov • 952-927-8861 • Fax 952-826-0389



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: X.A.

To: Mayor and City Council

Item Type:

Minutes

From: Jeff Brown, Community Health Administrator

Item Activity:

Subject: Minutes: Community Health Commission: Aug. 8 and
Sept. 12, 2022

Information

ACTION REQUESTED:

None.

INTRODUCTION:

Receive August and September Minutes of the Edina Community Health Commission.

ATTACHMENTS:

Minutes: Community Health Commission: August 8, 2022

Minutes: Community Health Commission: September 12, 2022



MINUTES
Community Health Commission
August 8, 2022 at 6:30 PM
City Hall, Community Room

I. Call To Order

II. Roll Call

Present: Philip King-Lowe, Julia Selleys, Benjamin Hykes, Mary Absolon, Greg Wright, Andrew Hawkins, Michael Wood, Ellie Mullen, Nick Mattison, Matt Giljahn.

Absent: Tracy Nelson

III. Approval Of Meeting Agenda

Motion by Nick Mattison to approve meeting agenda. Seconded by Mary Absolon. Motion Carried.

IV. Approval Of Meeting Minutes

A. Minutes: Community Health Commission June 13, 2022

Motion by Philip King-Lowe to approve June 13, 2022 Community Health Commission Meeting Minutes. Seconded by Nick Mattison. Motion Carried.

V. Community Comment

VI. Reports/Recommendations

A. Stop the Bleed Initiative Report Out

Motion by Nick Mattison to approve Stop the Bleed Initiative report for submission to City Council.. Seconded by Matt Giljahn. Motion Carried.

B. 2023 Work Plan Development Discussion

Move Stop the Bleed initiative to 2023 work plan as a 'review and recommend' item.

Move social connectedness item to 2023 work plan with minor edits.

VII. Chair And Member Comments

A. Chair for September 12th Meeting

Chair Mary Absolon will be absent for September meeting, and Vice-Chair Andrew Hawkins will be chairing the meeting on September 12th.

Student Member Ellie Mullen's last meeting. New student member will be joining in September.

VIII. Staff Comments

IX. Adjournment



MINUTES
Community Health Commission
September 12, 2022 at 6:30 PM
City Hall, Community Room

I. Call To Order

II. Roll Call

Present: Nick Mattison, Matt Giljahn, Ben Hykes, Philip King-Lowe, Michael Wood, Tracy Nelson, Andrew Hawkins, Julia Selleys

III. Approval Of Meeting Agenda

Motion by Tracy Nelson to approve meeting agenda. Seconded by Michael Wood. Motion Carried.

IV. Approval Of Meeting Minutes

A. Minutes: Community Health Commission: August 8, 2022

Motion by Nick Mattison to approve August 8, 2022 meeting minutes. Seconded by Tracy Nelson. Motion Carried.

V. Community Comment

VI. Reports/Recommendations

A. 2023 CHC Work Plan Approval - Final Draft

Edits to workplan:

CHC to take lead on study and report item regarding declaring racism as a public health emergency in the City.

Move multi-unit housing smoking item to parking lot, as conditions have changed and may need to restart discussions on how to approach this concept.

Motion by Matt Giljahn to approve draft 2023 Community Health Commission Work Plan with edits as discussed. Seconded by Julia Selleys. Motion Carried.

VII. Chair And Member Comments

VIII. Staff Comments

IX. Adjournment

Motion by Julia Selleys to adjourn. Seconded by Tracy Nelson. Motion

Carried.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: November 1, 2022

Agenda Item #: XI.A.

To: Mayor and City Council

Item Type:

From:

Item Activity:

Subject: Prep Memo, Nov. 1, 2022

ACTION REQUESTED:

INTRODUCTION:

ATTACHMENTS:

Prep Memo, Nov. 1, 2022

Sharon Allison

From: Scott H. Neal
Sent: Tuesday, November 1, 2022 3:25 PM
To: jhovland@hovlandrasmus.com; Kevin Staunton; Ron Anderson; James Pierce; Carolyn Jackson
Cc: Lisa Schaefer; Sharon Allison
Subject: Prep Memo for the November 1, 2022 City Council Work Session and Meeting

Good Afternoon Everyone –

This will be a very short prep memo for tonight's meeting.

I have received a request to remove item F from the Consent Agenda. This item is the contract award for architectural and engineering services for the Fire Station #2 project. Staff will present the item and take questions from the Council.

The Work Session is dedicated to staff review and comment of Board & Commission work plans. Staff will be there to answer questions. I don't have any other logistical or choreographic updates for you, except that Council Member Anderson is feeling ill and will not be able to attend tonight's work session or meeting.

See you all tonight,
Scott



Scott H. Neal, City Manager

952-826-0401 | Fax 952-826-0390
sneal@EdinaMN.gov | EdinaMN.gov

Follow me on [Twitter](#).