

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

**Wednesday, March 6, 2024
7:00 PM**

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

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Call 312-535-8110
Enter access code 2632 641 2180
Password is 5454**

**Press *3 on your telephone keypad when you would like to get in the queue to speak
A staff member will unmute you when it is your turn**

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

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

A. City Manager's Response to Community Comments

- VI. Adoption Of Consent Agenda

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

Consent Agenda. (Favorable rollcall vote of majority of Council Members present to approve, unless otherwise noted in consent item.)

- A. Approve Minutes: Work Session and Regular, Feb. 20, 2024
 - B. Approve Payment of Claims
 - C. Approve First Amendment to Cooperative Agreement with Nine Mile Creek Watershed for Rosland Park Clean Water Project
 - D. Request for Purchase: Contract ENG 24-1NB-5 Mill Pond Mechanical Harvesting of Aquatic Vegetation Management
 - E. Request for Purchase: Contract ENG 24-1NB-1 Non-Assessed Aquatic Vegetation Management
 - F. Request for Purchase: ENG 24-4 Bredesen Park Restoration Construction Oversight
 - G. Request for Purchase: City Hall Election Storage Professional Services
 - H. Resolution No. 2024-23: Support for GreenCorps Host Site Application
 - I. Traffic Safety Report of January 30, 2024
 - J. Resolution No. 2024-22: Accepting Metropolitan Council Local Housing Incentives Account Grant and Authorizing Execution of Grant Agreement
 - K. Request for Purchase: 2024 Ford F350
 - L. Request for Purchase: 2024 Chevy Suburban
 - M. Request for Purchase: Manhole Liner Contract
 - N. Request for Purchase: ProjectDox ePlan SaaS Renewal
 - O. Approval of 2024-2025 Union Contract for IUOE Local 49 Public Service Workers
 - P. Request for Purchase: Engagement Website Software Renewal
 - Q. Approve 2024 Liquor License Renewals
- VII. Special Recognitions And Presentations
- A. 2023 Traffic Safety Summary Report
- 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 4917 Eden, LLC, dba Starling
- B. PUBLIC HEARING: Resolution No. 2024-21: Amending the Capital Improvement Plan to Authorize Increase Bonding for Community Health & Safety Center (Fire Station 2)
- IX. Reports/Recommendations: (Favorable vote of majority of Council Members present to approve except where noted)
 - A. Approve Proposed 2024-2026 Employment Agreement with City Manager
- X. Commission Correspondence (Minutes and Advisory Communication)
 - A. Minutes: Arts and Culture Commission, Dec. 14, 2023
 - B. Minutes: Energy & Environment Commission, Jan. 11, 2024
 - C. Minutes: Transportation Commission, Jan. 18, 2024
- XI. Manager's Comments
- 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: March 6, 2024

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

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Date: March 6, 2024

Agenda Item #: VI.A.

To: Mayor and City Council

Item Type:

Minutes

From: Sharon Allison, City Clerk

Item Activity:

Action

Subject: Approve Minutes: Work Session and Regular, Feb.
20, 2024

ACTION REQUESTED:

Approve minutes as presented.

INTRODUCTION:

ATTACHMENTS:

Minutes: Draft Council Work Session, Feb. 20, 2024

Minutes: Draft City Council Regular, Feb. 6, 2024

**MINUTES
OF THE EDINA CITY COUNCIL
WORK SESSION
COMMUNITY ROOM, CITY HALL
TUESDAY, FEBRUARY 20, 2024
5:30 P.M.**

CALL TO ORDER

Mayor Hovland called the meeting to order at 5:35 p.m.

ROLL CALL

Answering roll call were Members Agnew, Jackson, Pierce, Risser and Mayor Hovland.

Staff in attendance: Scott Neal, City Manager; Assistant City Manager Ari Lenz; Jennifer Bennerotte, Communications Director; Perry Vetter, Parks & Recreation Director; Joe Abood, General Manager; Tom Swenson, Assistant Director-Parks and Natural Resources; Rachel Finberg, Park Planner; Nicole Gorman, Recreation Supervisor; Patty McGrath, General Manager-Edinborough Park/Aquatic Center; Tracy Peterson, Assistant Director-Recreation and Facilities; Don Uram, Interim Assistant Finance Director; Ross Bintner, Engineering Services Manager; Sharon Allison, City Clerk.

Parks and Recreation Horizon Level Facility Projects

Parks & Recreation Director Vetter thanked staff for their work preparing for this meeting to discuss horizon level projects as staff prepare for the 2024 Capital Improvement Plan (CIP) planning year that culminates in a review and approval by the City Council for the 2025-2030 CIP for the Edina Aquatic Center and Braemar Golf Facilities.

Edina Aquatic Center

Vetter said the Edina Aquatic Center was built in 1958 and had gone through a variety of changes and renovations and how building and pool code requirements had evolved along with patron preferences and use of the facility. Vetter said the pump and filter room CIP project offered an opportunity for staff to look at future facility upgrades and expansions to meet patron expectations and address operational challenges. He shared patron ratings of the amenities and operations and said staff and safety were rated high but operational challenges such as concession wait time, changing and locker room facilities, seating and furniture, and more were rated fair to poor. He shared a heat map showing how patrons were from all around the metro area making the aquatic center a regional facility. Vetter showed how the top of the new pump and filter room could be used to improve patron amenities by adding cabanas for extra shade and additional pool deck space. Vetter described design considerations and patrons and operational goals for this horizon level CIP. He said funding would be from the 2024 state bonding request with \$4M for the filter and equipment infrastructure and \$6.5M for patron amenities, modernizations, and equity considerations.

Council asked questions and provided feedback.

Braemar Golf Facilities (Clubhouse, Dome, and Arena)

Vetter spoke about the existing deficiency of the golf dome parking safety (on street) and customer service, future needs in the Braemar Master Plan for trail head, restrooms and water, and pickleball, as well as operational perspective of how the Braemar Arena and Golf Course came together from a market and amenity perspective and the CIP, for example, adding food and beverage to capture revenue from 35 percent of patrons that were dining out. He spoke about the facility study for the golf dome and the

success with the TopTracer Range technology and how this has increased revenue. Vetter shared a design concept for what the future of a combined clubhouse and dome could be if they created a performance golf center that would include food and beverage, teaching, outdoor putting, meeting space and more, but that they were not recommending this concept because of the costs; however, to address the issues, he showed three expansion ideas that included expanded parking, trail head and pickleball amenities and expansion of the dome with food and beverage. Vetter shared insights from the clubhouse market study which showed areas where they were exceeding industry standard benchmarks and some areas with opportunity for growth. He spoke about facilities conditions in three repair priorities, immediate, short-, and long-term, and said about 80 percent of the costs were related to the clubhouse.

Vetter said their horizon level planning options were to maintain the existing facility, renovation and expansion of investment, or new facility investment and that staff were partial to a new facility. He shared the low to high range costs of each option. Vetter said these were some of the things staff were wrestling with and connecting them to the CIP.

Council asked questions and provided feedback.

Presentation on Edina Historical Society Relationship and Future Considerations

Vetter shared the Historical Society established in 1969 as a 501 c3 organization was formed by the City and residents to save the Historic Cahill School building and provide history-themed programs; however, the Society was running out of funds and to save the Cahill School, they've asked the City for financial support. He shared how their annual funding was \$20K from the City and a staff liaison, plus legacy grants from the State. Vetter shared options for consideration and reviewed the pros and cons of each: Option A) Do nothing; Option B) Absorb and City hires staff to manage it; or Option C) Increase financial support for three years to allow them to evaluate a long-term plan. He said the Society prefers Option C. Interim Assistant Finance Director Uram asked Council for direction to be able to follow up with the Society. Council asked questions and provided feedback and directed staff to increase funding for three years, option C.

ADJOURNMENT

Mayor Hovland adjourned the meeting at 6:54 p.m.

Respectfully Submitted,

Sharon Allison, City Clerk

Minutes approved by the Edina City Council Mar. 6, 2024.

James B. Hovland, Mayor

**MINUTES
OF THE REGULAR MEETING OF THE
EDINA CITY COUNCIL
FEBRUARY 20, 2024
7:00 P.M.**

I. CALL TO ORDER

Mayor Hovland called the meeting to order at 7:04 p.m. then shared the procedure for public hearing and community comment.

II. ROLL CALL

Answering rollcall were Members Agnew, Jackson, Pierce, Risser, Hovland.

Absent: None.

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

The Council requested a moment of silence by all in attendance to honor the recent loss of Burnsville public safety personnel Officers Paul Elmstrand, Matthew Ruge, and Firefighter/Paramedic Adam Finseth.

V. MEETING AGENDA APPROVED AS PRESENTED

Member Jackson made a motion, seconded by Member Agnew, to approve the meeting agenda as presented.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

VI. COMMUNITY COMMENT

Phillip Mantyh, 5712 Camelback Drive, asked about recent incidents at Amundson Flats apartment that included assaults, drug use, and break ins, noting the impacts on residents and businesses, and asked how these situations would be addressed in future projects.

Dimitry Smelansky, 5728 Duncan Lane, encouraged the Council to honor their commitment to the Small Area Plan (SAP) and uphold any decisions made that would depend on the outcome of the SAP.

Ralph Zickert, 4311 Cornelia Circle, referred to recent approval on the HRA consent agenda for a study for the pedestrian tunnel under France Avenue and asked that the action be declined until more review could be done. He commented on issues with the FEMA flood zone map and high-water table that could occur with this tunnel then asked about City project spending with no change of success. He stated France Avenue would be torn up and traffic impacts would result during reconstruction time then spoke to the procedural concern raised regarding City purchasing policy and the need for two quotes. He spoke about the proposal being an overreach of the consent agenda that had not been appropriately vetted and how the City Manager's authorization should not be increased to \$100,000.

Jeffrey Anderson, 6205 Parkwood Road, shared his confusion regarding public comment on agenda items for Council and Planning Commission meetings as the process was confusing, then requested the applicable statute.

Janey Westin, 6136 Brookview Avenue, asked why HRA meetings were held in the mornings versus evenings then shared a survey of surrounding city's HRA meetings being held in the evenings, which excluded residents due to this schedule. She noted the HRA members were all members of the Council and the need to include that information on upcoming ballots for further clarification and avoidance of potential conflicts of interest.

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Michael Hayden, 6704 Parkwood Lane, reminded the Council to follow through with the SAP from 2023 as residents were trusting this would be done.

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

City Manager Neal and Council responded to Community Comments from current and past meetings.

The Council asked questions and provided feedback.

VII. CONSENT AGENDA ADOPTED AS AMENDED

Member Jackson made a motion, seconded by Member Agnew, approving the consent agenda as amended removing Items VI.A., Minutes of the Regular Meeting of February 6, 2024, VI.B, Claims for Payment for Check Register Pre-List Dated February 2, 2024, totaling \$15,437,5523.59 and Check Register Claims Pre-List Dated February 9, 2024, totaling \$2,707,292.39, and VI.J., Request for Purchase; Professional Services for City Hall Roof Replacement and Solar PV Array, as follows:

~~VII.A. Minutes of the Regular Meeting of February 6, 2024~~

~~VII.B. Claims for Payment for Check Register Pre-List Dated February 2, 2024, totaling \$15,437,5523.59 and Check Register Claims Pre-List Dated February 9, 2024, totaling \$2,707,292.39~~

VII.C. First Amendment to Redevelopment Agreement for 4620 West 77th Street

VII.D. Request for Purchase; 2024 Tennant M30 Scrubber, awarding the bid to the recommended low bidder, Tennant Company, \$73,090

VII.E. Request for Purchase; 2024 Tennant T12 Scrubber, awarding the bid to the recommended low bidder, Tennant Company, \$26,817

VII.F. Request for Purchase; 2024 Ford Maverick, awarding the bid to the recommended low bidder, Boyer Ford, \$32,612

VII.G. Request for Purchase; 2024 Residential Permit Review Support, awarding the bid to the recommended low bidder, Bolton & Menk, \$74,092

VII.H. Approve Encroachment Agreement with 4000 Kipling Avenue

VII.I. Request for Purchase; Replacement Traffic Control Cabinet for 76th and Centennial Lakes, awarding the bid to the recommended low bidder, Traffic Control Corporation, \$33,442

~~VII.J. Request for Purchase; Professional Services for City Hall Roof Replacement and Solar PV Array~~

VII.K. Request for Purchase; Professional Services for Public Works Wash Bay, awarding the bid to the recommended low bidder, Hammel, Green, and Abrahamson Inc. (HGA), \$59,000

VII.L. Request for Purchase; 2024 Stormwater Infrastructure Asset Inspections, awarding the bid to the recommended low bidder, Barr Engineering, \$112,500

VII.M. Adopt Resolution No. 2024-17; Approving Conservation Partners Legacy Grant Agreement

VII.N. Request for Purchase; ENG 24-4 Bredesen Park Restoration Project, awarding the bid to the recommended low bidder, Davey Resource Group, Inc., \$386,932

VII.O. Request for Purchase; Professional Services for France Avenue Sidewalk, awarding the bid to the recommended low bidder, Bolton & Menk \$45,888

VII.P. Approve Maintenance Agreement with Nine Mile Creek Watershed District for New Fire Station #2

VII.Q. Adopt Resolution No. 2024-16; Approving Local Road Improvement Program Grant Agreement for Rosland Park Pedestrian Bridge

VII.R. Request for Purchase; Change Order for Well 4 Rehabilitation, awarding the bid to the recommended low bidder, \$37,764

VII.S. Request for Purchase; Change Order for Well 5 Rehabilitation, awarding the bid to the recommended low bidder, \$41,278

- VII.T. Request for Purchase; Change Order for Well 6 Rehabilitation, awarding the bid to the recommended low bidder, \$38,288**
- VII.U. Request for Purchase; Change Order for Courtney Baseball Fields 2-4 Sports Lighting, awarding the bid to the recommended low bidder, Electro Mechanical Contracting, Inc., \$24,807**
- VII.V. Request for Purchase; Todd Park Playground Equipment, awarding the bid to the recommended low bidder, St. Croix Recreation, \$150,000**
- VII.W. Request for Purchase; Walnut Ridge Park Playground Equipment, awarding the bid to the recommended low bidder, Webber Recreation, \$150,000**
- VII.X. Request for Purchase; Pre-Construction Professional Services for Braemar Arena, awarding the bid to the recommended low bidder, Apex Facility Solutions, \$77,100**
- VII.Y. Request for Purchase; Braemar Arena Owners Representative, awarding the bid to the recommended low bidder, Tegra Group, \$599,100**
- VII.Z. Adopt Resolution No. 2024-20; Approving Hennepin County Organics Drop Off Grant Agreement**
- VII.AA. Approve Out-of-State Travel for City Council**
- VII.AB. Approve Temporary Intoxicating On-Sale Liquor License for Our Lady of Grace**
- VII.AC. Approve Temporary Intoxicating On-Sale Liquor License for Midwest Rett Syndrome Foundation**

Rollcall:

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

ITEMS REMOVED FROM THE CONSENT AGENDA

VII.A. MINUTES OF THE REGULAR MEETING AND WORKSHOP OF FEBRUARY 6, 2024 – APPROVED AS AMENDED

Assistant City Manager Lenz noted changes were recommended to the minutes after input regarding Community Comments to better reflect intent of those who spoke.

Member Jackson made a motion, seconded by Member Agnew, to approve minutes of the regular meeting and workshop of February 6, 2024, as amended.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

VII.B. CLAIMS FOR PAYMENT FOR CHECK REGISTER PRE-LIST DATED FEBRUARY 2, 2024, TOTALING \$15,437,5523.59 AND CHECK REGISTER CLAIMS PRE-LIST DATED FEBRUARY 9, 2024, TOTALING \$2,707,292.39 – APPROVED

The Council confirmed cash disbursements included electronic payments.

Member Risser made a motion, seconded by Member Jackson, to approve the claims for payment for check register pre-list dated February 2, 2024, totaling \$15,437,5523.59 and check register claims pre-list dated February 9, 2024, totaling \$2,707,292.39 as presented.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

VII.J. REQUEST FOR PURCHASE: PROFESSIONAL SERVICES FOR CITY HALL ROOF REPLACEMENT AND SOLAR PV ARRAY – AWARDED

The Council shared this was not the first time for a purchase request regarding City Hall roof replacement and asked more about life cycle of the project as a whole. Facilities Manager Otten explained the work on this project began in 2022 and included a design of the project and overall building systems and recommended roof replacement and underperforming solar PV array. He said they went to bid with design work in 2023 and hired a contractor but through various reasons, needed to pause the project for further review. He said staff was now just moving forward with exterior work such as tuck point and sealants and concluded to rebid the remainder. This was the redesign of documents and included solar PV array which was before the

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Council now for replacement in the spring, which affected the overall project of \$3 million which to date was \$500,000. He said while the roof would cost \$1.5 million and the solar PV array of \$700,000, it would still be within budget.

The Council asked questions and provided feedback.

Member Agnew made a motion, seconded by Member Pierce to approve request for purchase; professional services for City Hall roof replacement and Solar PV Array, Awarding the bid to the recommended low bidder, Hammel, Green, and Abrahamson Inc. (HGA), \$132,750.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

VIII. SPECIAL RECOGNITIONS AND PRESENTATIONS

VIII.A. GOVERNMENT COMMUNICATORS DAY – PROCLAIMED

Member Pierce made a motion, seconded by Member Jackson, to proclaim February 24 as Government Communicators Day in the City of Edina.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

Communications Director Bennerotte shared how government units across the country celebrated Government Communicators Day to recognize the work of public servants who provide information to their communities. She spoke about their work to share information with others and help departments to determine appropriate messages for their audiences in the most effective ways possible. She said the work was fun and challenging but that communications were subjective and they were always working to improve City communication and inform residents of incidents occurring. She said she was proud to serve in this role and thanked the Council for their support.

IX. REPORTS/RECOMMENDATIONS

IX.A. RESOLUTION NO. 2024-18; ACCEPTING DONATIONS – ADOPTED

Member Pierce introduced and moved adoption of Resolution No. 2024-18, accepting donations. Seconded by Member Agnew.

Rollcall:

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

IX.B. RESOLUTION NO. 2024-10; APPROVING PROPOSED APPLICATION FOR 2024 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS AND AUTHORIZING EXECUTION OF SUBGRANTEE AGREEMENT – ADOPTED

Affordable Housing Development Manager Hawkinson said a public hearing took place at the February 6 City Council meeting, was posted in Better Together Edina, and closed February 11. The Community Development Block Grant (CDBG) Program was a federal entitlement program administered by the U.S. Department of Housing and Urban Development (HUD) and managed by Hennepin County to oversee the distribution of funds to cities. The funds were to be used for improvements of housing and provide a suitable living environment for persons with low and moderate incomes. Edina's estimated 2024 CDBG budget allotment was estimated to be \$153,828, which was the same as in 2023. The amount allocated was based on the 2023 Appropriations Act and the American Community Survey. When HUD established the 2024 CDBG budget later this spring, Edina would be notified of any changes to its allotment. If a change in the budget occurred, the amount would be adjusted accordingly. Of the \$153,828 total allocation, 15% (\$23,074) was set aside for Public Services, which was administered by Hennepin County, and \$130,754 was available for the Community Development portion of the CDBG allocation, which was approved by the City Council.

The Council asked questions and provided feedback.

Member Jackson introduced and moved adoption of Resolution No. 2024-10, approving the Application for 2024 Urban Hennepin County Community Development Block Grant (CDBG) Program Funds and Authorizing Execution of Subgrantee Agreement. Seconded by Member Risser.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

IX.C. 2024 BOARD AND COMMISSION APPOINTMENTS – APPROVED

Mr. Neal said interviews were conducted for 18 open Board & Commission seats. The City received applications for candidates to fill vacancies to advisory boards and commissions. The application opened in mid-December and closed January 21, 2024. All Council Members, City Manager Neal, Transportation Chair Andy Lewis and Arts & Culture Commission Chair Laura Westlund participated as interview panelists throughout the various interview nights. Forty-eight interviews were conducted over five nights and all appointments would start March 1 and the new member orientation held February 28.

The Council thanked all who applied.

Member Jackson made a motion, seconded by Member Agnew to appoint the following Board and Commission members as proposed: Arts & Culture Commission Maxine Steinberg 3/1/26 Arts & Culture Commission Caroline Bryd 3/1/25 Community Health Commission Megan D’Orazio 3/1/27 Energy & Environment Commission Brooke Bartholomew 3/1/27 Heritage Preservation Commission Katie Pope 3/1/27 Heritage Preservation Commission Kaelie Breiter 3/1/27 Heritage Preservation Commission Brad Olson 3/1/27 Human Rights & Relations Commission Jan Stone 3/1/27 Human Rights & Relations Commission Joon Mo Park 3/1/27 Parks & Recreation Commission Leah Pettit 3/1/26 Parks & Recreation Commission Bob Kane 3/1/26 Parks & Recreation Commission Chris Garazatua 3/1/27 Planning Commission David Alkire 3/1/27 Planning Commission Claire Hahneman 3/1/25 Transportation Commission Adam Rosen 3/1/27 Construction Board of Appeals David Solohub 3/1/27 Board of Appeals and Equalization Sean Walker 3/1/27 Board of Appeals and Equalization Alex Trentor 3/1/27 The following people were selected as alternates in the case an unscheduled vacancy occurs in the first 6 months (March-August) of appointments. Alternates: Eric Walker, Noah Truegger, Jason Morrall, Bernadette Hornig, Nathan Bruschi, Greg Good, Bob Reid, Tyler Howells, and Scot Housh.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

IX.D. SKETCH PLAN FOR 5780 LINCOLN DRIVE – REVIEWED

Community Development Director Teague shared Solhem Development LLC was requesting consideration of a sketch plan proposal to redevelop 5780 Lincoln Drive. The specific proposal was to tear down the existing office building on the site and construct a 3-story 81-unit apartment building with underground parking and a 2-story walkup townhome building with 8 units. All units would be for affordable housing with individuals/families earning 50% AMI or less. This site was currently zoned PID, Planned Industrial District, and guided OR, Office Residential in the City’s Comprehensive Plan. The allowed residential density in this area was 20 – 75 units per acre. This site was 2.59 acres in size; therefore, the applicant was proposing a density of 34 units per acre. He said the request would require a Rezoning of the existing PID, Planned Industrial District designation. The applicant was considering a Rezoning to one of the following two options: To PRD-4, Planned Residential District 4 or to PUD, Planned Unit Development. Flexibility or Variances would likely be required through the PUD Ordinance or Rezoning to vary from setbacks, building coverage, floor area ratio (FAR), usable area, and density allowed in the PRD-4 District. The PUD Zoning was the zoning tool that the City of Edina had used for 100% affordable housing developments to ensure long term affordability. (The Sound, Amundson Apartments, 4040 70th Street). The applicant had revised the original sketch plan based on the feedback they received. Revisions included reducing the height of the structure from 5 to 3 stories, eliminating phase 2 which reduces the total number of units from 141 to 89, and including 8 townhome units.

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Engineering Service Manager Bintner spoke about the current comprehensive sanitary sewer model for the City and scenarios for the area, including Lincoln Drive, and the sanitary trunk line to Highway 100 which was already at capacity. He said staff saw the needs for business case for a small number of units which would be difficult so the actions into Minnetonka was the best business case but would need clarity on future needs in this area first, hopefully through the Small Area Plan (SAP).

Mr. Neal shared Minnetonka had an AUAR planned for future development which outpaced the current plan which resulted in concerns with giving sanitary sewer capacity to Edina. He said the plan would not be temporary but if that reached capacity they would work to address.

Amol Dixit, Solhem, shared the 28 units were still planned for affordable units but the IDD population had a priority but still qualified. He further explained the proposed Lincoln on the Creek and timeline of the project from 2021, based on feedback that resulted in the amended plan of 89 units of affordable housing. He outlined the funding milestones and said no new TIF districts would be created then added all increased tax revenue would go to Edina. He outlined community input opportunities held then spoke about sewer capacity concerns. Mr. Dixit shared the MHFA funding projected in the southwest metro area and the need for this type of housing and opportunities for Edina to continue to lead the way through public/private partnership. He spoke about density, height, setbacks, site layout, pedestrian safety and sewer connection input and updates made since June 2023 then shared about worker protections methods to ensure accountability and working with City on a policy to enforce. He outlined benefits new housing could bring that included public/ped bike paths, tree coverage, watershed protections, and property tax revenue. He shared with the additional tax revenue they would be willing to create an abatement to pay for future sewer district upgrades then noted 23 units would more than double AMI units since this could affect residents who were housing burdened. He shared more about amenities by category, transportation options, and access then spoke about the land use and upcoming schedule if approved. Mr. Dixit noted if not occupied by Q4 of 2026 they could lose funding then shared their hope to initiate a parking study later this month.

Mindy Michale, Kass Wilson Architects, shared further about the project that included reduced height, phasing, and site plan updates. She said 89 units would be workforce housing of the three-story building with two-story townhomes. She noted 1.26 parking spots would be provided per unit and would include amenities and the US Green Building Standard.

Jason Lord, Solhem, said they had been working since 2021 to address the nationwide problem for capacity and how to afford an opportunity to address capacity to Sentana Road. He said he was the president for The Fred Project that referred to collaboration possibilities and how they had \$2 million budgeted to help address concerns today in Edina and Minnetonka.

Asher Gavzy, Property Solutions and Services, commented about managing 1,600 units in the 494/694 loop which were all affordable, 500 of which were housing support, how they look at crime starts at the initial application that resulted in individuals being judged on individual assessment, and the importance to address these concerns.

The Council asked questions and provided feedback.

Council took a short recess at 9:50 p.m.

- X. COMMISSION CORRESPONDENCE (MINUTES AND ADVISORY COMMUNICATION) –**
Received
- X.A. MINUTES: COMMUNITY HEALTH COMMISSION, DECEMBER 11, 2023**
- X.B. MINUTES: PARKS AND RECREATION COMMISSION, JANUARY 9, 2024**
- X.C. MINUTES: ADVISORY COMMUNICATION FROM COMMUNITY HEALTH COMMISSION:
RACISM AS A PUBLIC HEALTH EMERGENCY INITIATIVE**

XI. MANAGER'S COMMENTS – Received

XII. MAYOR AND COUNCIL COMMENTS – Received

XIII. ADJOURNMENT

Member Jackson made a motion, seconded by Member Pierce, to adjourn the meeting at 10:12 p.m.

Ayes: Agnew, Jackson, Pierce, Risser, Hovland

Motion carried.

Respectfully submitted,

Sharon Allison, City Clerk

Minutes approved by Edina City Council, March 6, 2024.

James B. Hovland, Mayor

Video Copy of the February 20, 2024, meeting available.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.B.

To: Mayor and City Council

Item Type:

Claims

From: Pa Thao, Finance Director

Item Activity:

Subject: Approve Payment of Claims

Action

ACTION REQUESTED:

Approve Claims for Payment:

- Check Register Claims Pre-List Dated 02.16.2024 TOTAL \$1,269,102.78
- Check Register Claims Pre-List Dated 02.23.2024 TOTAL \$767,310.58

INTRODUCTION:

Claims information for approval is attached.

ATTACHMENTS:

Check Register Claims Pre-List Dated 02.16.2024 TOTAL \$1,269,102.78

Check Register Claims Pre-List Dated 02.23.2024 TOTAL \$767,310.58

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			176,661.72
2100 Police Special Revenue			2,556.03
2500 Conservation & Sustainability			71,790.89
2600 Housing & Redvlpmt Authority			104,798.25
4000 Capital Projects			310,989.55
4200 Equipment Replacement			1,190.00
4400 PIR Capital Projects			203,880.76
5200 Braemar Golf Course			10,816.52
5200 Braemar Golf Course			396.28
5400 Edinborough Park			8,476.34
5500 Braemar Arena			15,629.03
5600 Braemar Field			38,301.95
5700 Centennial Lakes			319.09
5800 Liquor			210,158.55
5900 Utility Fund			5,882.32
5900 Utility Fund			747.74
5900 Utility Fund			204.60
6000 Risk Management			2,301.46
6100 Equipment Operations			6,607.02
6200 Information Technology			59,682.90
6300 Facilities Management			12,418.41
7100 PS Training Facility			3,628.36
7200 MN Task Force 1			14,893.01
9000 Payroll			6,772.00
9999 Pooled Cash Fund			
		1,269,102.78	
	TOTAL	1,269,102.78	1,269,102.78

** END OF REPORT - Generated by Mallory Schauer **

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 CASH ACCOUNT: 9999 1012 Control BS - CashAP
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		INVOICE	INV DATE	PO	CHECK RUN	NET
176	02/15/2024	WIRE 100858 LOGIS	54655	01/01/2024		10,440.00
			CHECK	176 TOTAL:		10,440.00
182	02/15/2024	WIRE 100858 LOGIS	54594	01/01/2024		95,246.00
			CHECK	182 TOTAL:		95,246.00
186	02/15/2024	WIRE 100858 LOGIS	54485	12/29/2023		9,525.00
			CHECK	186 TOTAL:		9,525.00
492668	02/16/2024	PRTD 133644 A DYNAMIC DOOR CO INC	22401222	01/23/2024	20240216	820.43
			CHECK	492668 TOTAL:		820.43
492669	02/16/2024	PRTD 129458 ACME ELECTRIC MOTOR INC	12274827	01/10/2024	20240216	178.92
		ACME ELECTRIC MOTOR INC	12302440	01/17/2024	20240216	22.99
		ACME ELECTRIC MOTOR INC	12302455	01/17/2024	20240216	299.00
		ACME ELECTRIC MOTOR INC	12307763	01/18/2024	20240216	568.00
			CHECK	492669 TOTAL:		1,068.91
492670	02/16/2024	PRTD 135922 ACUSHNET COMPANY	917162609	01/24/2024	20240216	49.57
		ACUSHNET COMPANY	917198111	02/01/2024	20240216	35.60
			CHECK	492670 TOTAL:		85.17
492671	02/16/2024	PRTD 121667 ADVANCED FIRST AID INC	0123-1020	01/18/2024	20240216	5,962.00
			CHECK	492671 TOTAL:		5,962.00
492672	02/16/2024	PRTD 141829 ALL TRAFFIC SOLUTION INC	Q-78987	08/04/2023	20240216	1,500.00
			CHECK	492672 TOTAL:		1,500.00
492673	02/16/2024	PRTD 160095 AM CRAFT SPIRITS SALES & MARKETIN	18316	01/23/2024	20240216	66.97
		AM CRAFT SPIRITS SALES & MARKETIN	18317	01/23/2024	20240216	178.97

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		INVOICE		INV DATE	PO	CHECK RUN	NET
AM CRAFT SPIRITS SALES & MARKETIN		18341		01/30/2024		20240216	115.97
				CHECK	492673	TOTAL:	361.91
492674	02/16/2024	PRTD 141960	AMAZON CAPITAL SERVICES	1VNM-96GV-TK7Q	01/17/2024	20240216	159.98
			AMAZON CAPITAL SERVICES	17WM-M441-RHPP	01/17/2024	20240216	123.94
			AMAZON CAPITAL SERVICES	1GV3-V6NH-RHTR	01/17/2024	20240216	7.98
			AMAZON CAPITAL SERVICES	1VNM-96GV-VKCJ	01/17/2024	20240216	79.04
			AMAZON CAPITAL SERVICES	1XMG-3C3H-WW3X	01/17/2024	20240216	9.29
			AMAZON CAPITAL SERVICES	19VV-RFPD-VGT1	01/17/2024	20240216	129.87
			AMAZON CAPITAL SERVICES	1VNM-96GV-WMLP	01/17/2024	20240216	21.69
			AMAZON CAPITAL SERVICES	19JX-3VFC-TNF9	01/17/2024	20240216	35.02
			AMAZON CAPITAL SERVICES	1T1N-3J6L-WJDH	01/18/2024	20240216	91.98
			AMAZON CAPITAL SERVICES	1HRY-9T7W-XYNL	01/18/2024	20240216	66.69
			AMAZON CAPITAL SERVICES	1P33-3FL9-X7WN	01/18/2024	20240216	179.97
			AMAZON CAPITAL SERVICES	1HXR-Y1KH-1964	01/18/2024	20240216	66.21
			AMAZON CAPITAL SERVICES	1XMQ-LMMX-46H9	01/18/2024	20240216	15.28
			AMAZON CAPITAL SERVICES	1VP1-TGT3-1VN1	01/19/2024	20240216	914.87
			AMAZON CAPITAL SERVICES	17XY-4QK4-6NQP	01/19/2024	20240216	203.96
			AMAZON CAPITAL SERVICES	1HTT-9Y7D-DFFM	01/20/2024	20240216	49.76
			AMAZON CAPITAL SERVICES	1XM3-K9NM-F6FC	01/20/2024	20240216	169.98
			AMAZON CAPITAL SERVICES	1GJ9-GMYM-J74G	01/20/2024	20240216	112.36
			AMAZON CAPITAL SERVICES	1PVR-KNYK-L61K	01/21/2024	20240216	70.64
			AMAZON CAPITAL SERVICES	1YKT-KPWP-LKP3	01/21/2024	20240216	22.44
			AMAZON CAPITAL SERVICES	19NK-Y4DD-MNNY	01/21/2024	20240216	20.79
			AMAZON CAPITAL SERVICES	164L-M3PK-1M76	01/22/2024	20240216	28.26
			AMAZON CAPITAL SERVICES	13TT-CCCD-1T43	01/22/2024	20240216	132.37
			AMAZON CAPITAL SERVICES	134F-X3WJ-36VG	01/22/2024	20240216	84.33

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				INVOICE	INV DATE	PO	CHECK RUN	NET
			AMAZON CAPITAL SERVICES	1H4J-QC6F-1WD9	01/22/2024		20240216	16.99
			AMAZON CAPITAL SERVICES	1WXX-FCJQ-41WV	01/22/2024		20240216	14.97
			AMAZON CAPITAL SERVICES	134F-X3WJ-4MLH	01/23/2024		20240216	617.25
			AMAZON CAPITAL SERVICES	13GP-K4F3-6664	01/23/2024		20240216	60.00
			AMAZON CAPITAL SERVICES	1VWL-VGFV-7MKD	01/24/2024		20240216	159.98
					CHECK	492674	TOTAL:	3,665.89
492675	02/16/2024	PRTD 120537	ASSOCIATION OF MINNESOTA BUILDING 2024 MEMBERSHIP		02/01/2024		20240216	3,150.00
					CHECK	492675	TOTAL:	3,150.00
492676	02/16/2024	PRTD 103957	AMERICAN VAN EQUIPMENT LLC	INV-NET-LK-15693	01/19/2024		20240216	231.26
					CHECK	492676	TOTAL:	231.26
492677	02/16/2024	PRTD 151441	ARAMARK UNIFORM AND CAREER APPEAL	2500391203	01/22/2024		20240216	265.85
					CHECK	492677	TOTAL:	265.85
492678	02/16/2024	PRTD 102774	ASPEN WASTE SYSTEMS OF MINNESOTA	S1 486677-013124	01/31/2024		20240216	486.77
					CHECK	492678	TOTAL:	486.77
492679	02/16/2024	PRTD 102774	ASPEN WASTE SYSTEMS OF MINNESOTA	S1 422086-020124	02/01/2024		20240216	9,347.73
			ASPEN WASTE SYSTEMS OF MINNESOTA	S1 405453-020124	02/01/2024		20240216	3,309.69
			ASPEN WASTE SYSTEMS OF MINNESOTA	S1 406543-020124	02/01/2024		20240216	10,681.31
					CHECK	492679	TOTAL:	23,338.73
492680	02/16/2024	PRTD 133689	AUER STEEL HEATING & SUPPLY COMPA	31792082	01/17/2024		20240216	494.54
					CHECK	492680	TOTAL:	494.54
492681	02/16/2024	PRTD 151171	7TH STREET BEER COMPANY	3882	01/25/2024		20240216	168.00
			7TH STREET BEER COMPANY	3852	01/25/2024		20240216	464.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	7TH STREET BEER COMPANY	3929	02/01/2024		20240216	210.00
	7TH STREET BEER COMPANY	3930	01/30/2024		20240216	140.00
			CHECK	492681	TOTAL:	982.00
492682	02/16/2024 PRTD 101355 BELLBOY CORPORATION	0107918400	01/25/2024		20240216	226.03
	BELLBOY CORPORATION	0107909900	01/25/2024		20240216	221.46
	BELLBOY CORPORATION	0202348600	01/25/2024		20240216	1,272.95
	BELLBOY CORPORATION	0202350000	01/25/2024		20240216	889.00
	BELLBOY CORPORATION	0200949500-1	02/08/2024		20240216	14.64
	BELLBOY CORPORATION	0202349900	01/25/2024		20240216	544.95
	BELLBOY CORPORATION	0107910000	01/25/2024		20240216	25.36
	BELLBOY CORPORATION	0202348300	01/25/2024		20240216	909.30
	BELLBOY CORPORATION	0107909700	01/25/2024		20240216	26.67
	BELLBOY CORPORATION	0202397100	01/25/2024		20240216	227.71
	BELLBOY CORPORATION	0202431000	02/01/2024		20240216	81.65
	BELLBOY CORPORATION	0202430900	02/01/2024		20240216	1,041.36
	BELLBOY CORPORATION	0107938500	02/01/2024		20240216	278.97
	BELLBOY CORPORATION	0202431300	02/01/2024		20240216	113.65
	BELLBOY CORPORATION	0202431100	02/01/2024		20240216	595.10
			CHECK	492682	TOTAL:	6,468.80
492683	02/16/2024 PRTD 126847 BERRY COFFEE COMPANY	990195	01/19/2024		20240216	892.93
			CHECK	492683	TOTAL:	892.93
492684	02/16/2024 PRTD 104347 BLUUM OF MINNESOTA LLC	opp 35468-2	01/23/2024		20240216	10,768.17
			CHECK	492684	TOTAL:	10,768.17

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		INVOICE	INV DATE	PO	CHECK RUN	NET
492685	02/16/2024	PRTD 151149 BOARMAN KROOS VOGEL GROUP INC	63243	01/10/2024	20240216	18,293.18
				CHECK	492685 TOTAL:	18,293.18
492686	02/16/2024	PRTD 132444 BOLTON & MENK INC	0328577	01/17/2024	20240216	511.50
		BOLTON & MENK INC	0328578	01/17/2024	20240216	193.00
				CHECK	492686 TOTAL:	704.50
492687	02/16/2024	PRTD 105367 BOUND TREE MEDICAL LLC	85222876	01/19/2024	20240216	930.09
				CHECK	492687 TOTAL:	930.09
492688	02/16/2024	PRTD 119351 BOURGET IMPORTS	203689	01/24/2024	20240216	387.33
		BOURGET IMPORTS	203822	01/31/2024	20240216	888.00
		BOURGET IMPORTS	203823	01/31/2024	20240216	736.00
				CHECK	492688 TOTAL:	2,011.33
492689	02/16/2024	PRTD 117040 BOYER FORD TRUCKS INC	098P5489	01/17/2024	20240216	147.98
				CHECK	492689 TOTAL:	147.98
492690	02/16/2024	PRTD 124291 BREAKTHRU BEVERAGE MINNESOTA WINE	114074243	01/24/2024	20240216	2,458.85
		BREAKTHRU BEVERAGE MINNESOTA WINE	114073216	01/24/2024	20240216	108.60
		BREAKTHRU BEVERAGE MINNESOTA WINE	114074242	01/24/2024	20240216	146.30
		BREAKTHRU BEVERAGE MINNESOTA WINE	114066338	01/24/2024	20240216	177.15
		BREAKTHRU BEVERAGE MINNESOTA WINE	114073228	01/24/2024	20240216	29.15
		BREAKTHRU BEVERAGE MINNESOTA WINE	114073225	01/24/2024	20240216	41.11
		BREAKTHRU BEVERAGE MINNESOTA WINE	114073226	01/24/2024	20240216	884.60
		BREAKTHRU BEVERAGE MINNESOTA WINE	114073227	01/24/2024	20240216	3,048.32
		BREAKTHRU BEVERAGE MINNESOTA WINE	114073229-1	01/24/2024	20240216	837.44
		BREAKTHRU BEVERAGE MINNESOTA WINE	114170475	01/31/2024	20240216	661.75

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				BREAKTHRU BEVERAGE MINNESOTA WINE	114170491	01/31/2024		20240216	1,400.05
				BREAKTHRU BEVERAGE MINNESOTA WINE	114170489	01/31/2024		20240216	901.15
				BREAKTHRU BEVERAGE MINNESOTA WINE	114170492	01/31/2024		20240216	846.90
				BREAKTHRU BEVERAGE MINNESOTA WINE	114170490	01/31/2024		20240216	29.15
						CHECK	492690	TOTAL:	11,570.52
492691	02/16/2024	PRTD	124529	BREAKTHRU BEVERAGE MINNESOTA BEER	114048868	01/23/2024		20240216	379.75
				BREAKTHRU BEVERAGE MINNESOTA BEER	114048869	01/23/2024		20240216	61.60
				BREAKTHRU BEVERAGE MINNESOTA BEER	114046437	01/23/2024		20240216	1,034.35
				BREAKTHRU BEVERAGE MINNESOTA BEER	114048881	01/23/2024		20240216	242.30
				BREAKTHRU BEVERAGE MINNESOTA BEER	114048879	01/23/2024		20240216	492.55
				BREAKTHRU BEVERAGE MINNESOTA BEER	114145804	01/30/2024		20240216	1,368.55
				BREAKTHRU BEVERAGE MINNESOTA BEER	114144349	01/30/2024		20240216	415.50
				BREAKTHRU BEVERAGE MINNESOTA BEER	114144350	01/30/2024		20240216	3,703.85
				BREAKTHRU BEVERAGE MINNESOTA BEER	114145812	01/30/2024		20240216	30.80
				BREAKTHRU BEVERAGE MINNESOTA BEER	114145811	01/30/2024		20240216	300.80
						CHECK	492691	TOTAL:	8,030.05
492692	02/16/2024	PRTD	160549	BETTER BEV CO LLC	INV/2024/00110	02/01/2024		20240216	1,500.00
						CHECK	492692	TOTAL:	1,500.00
492693	02/16/2024	PRTD	100648	BERTELSON BROTHERS INC	WO-1279794-1	01/19/2024		20240216	22.59
				BERTELSON BROTHERS INC	IN-49758	01/22/2024		20240216	44.69
						CHECK	492693	TOTAL:	67.28
492694	02/16/2024	PRTD	102149	CALLAWAY GOLF	937539138	01/20/2024		20240216	4,400.00
				CALLAWAY GOLF	937543352	01/22/2024		20240216	-477.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492698	TOTAL:	235.57
492699	02/16/2024	PRTD 142028 CINTAS CORPORATION NO.2	5193037354	01/16/2024	20240216	256.07
		CINTAS CORPORATION NO.2	5193958799	01/22/2024	20240216	735.95
		CINTAS CORPORATION NO.2	5193958779	01/22/2024	20240216	1,908.60
		CINTAS CORPORATION NO.2	9253459679	12/29/2023	20240216	1,074.38
		CINTAS CORPORATION NO.2	5190806741	12/29/2023	20240216	440.10
			CHECK	492699	TOTAL:	4,415.10
492700	02/16/2024	PRTD 142028 CINTAS CORPORATION	4180870719	01/22/2024	20240216	66.16
			CHECK	492700	TOTAL:	66.16
492701	02/16/2024	PRTD 160961 CITIBOT INC	1555	01/24/2024	20240216	14,800.00
			CHECK	492701	TOTAL:	14,800.00
492702	02/16/2024	PRTD 101837 CITY OF EDINA	1466	12/31/2023	20240216	1,275.93
			CHECK	492702	TOTAL:	1,275.93
492703	02/16/2024	PRTD 101837 CITY OF EDINA	COM-2963	02/12/2024	20240216	100.00
			CHECK	492703	TOTAL:	100.00
492704	02/16/2024	PRTD 139927 CITY OF ROCHESTER MN	RFD-01/24-1	01/30/2024	20240216	9,963.01
			CHECK	492704	TOTAL:	9,963.01
492705	02/16/2024	PRTD 100087 CITY OF SAINT PAUL	IN57061	01/16/2024	20240216	600.00
			CHECK	492705	TOTAL:	600.00
492706	02/16/2024	PRTD 146472 CITY WIDE MAINTENANCE OF MN	32009022428	01/22/2024	20240216	4,453.67
		CITY WIDE MAINTENANCE OF MN	32009022469	01/22/2024	20240216	4,445.28
		CITY WIDE MAINTENANCE OF MN	32009022545	01/22/2024	20240216	1,614.89

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					CHECK	492706	TOTAL:	10,513.84
492707	02/16/2024	PRTD	140274	CIVICPLUS LLC	290831	01/25/2024	20240216	156.50
					CHECK	492707	TOTAL:	156.50
492708	02/16/2024	PRTD	102165	ROGER CLEVELAND GOLF CO. INC	7772853 SO	01/18/2024	20240216	4,160.00
					CHECK	492708	TOTAL:	4,160.00
492709	02/16/2024	PRTD	142772	CREATIVE ARCADE	1969	01/17/2024	20240216	395.00
					CHECK	492709	TOTAL:	395.00
492710	02/16/2024	PRTD	100699	CULLIGAN SOFTWATER SERVICE COMPAN	114X95371700	01/31/2024	20240216	9.55
				CULLIGAN SOFTWATER SERVICE COMPAN	114X95475907	01/31/2024	20240216	194.07
					CHECK	492710	TOTAL:	203.62
492711	02/16/2024	PRTD	160780	DANGEROUS MAN BREWING CO LLC	IN-2527	01/24/2024	20240216	329.00
				DANGEROUS MAN BREWING CO LLC	IN-2573	02/01/2024	20240216	303.00
					CHECK	492711	TOTAL:	632.00
492712	02/16/2024	PRTD	102195	DAY INVESTMENTS LLC	P68710775	12/18/2023	20240216	378.00
					CHECK	492712	TOTAL:	378.00
492713	02/16/2024	PRTD	123995	BLUE COMPACTOR SERVICES LLC	10151285T460	02/01/2024	20240216	341.97
					CHECK	492713	TOTAL:	341.97
492714	02/16/2024	PRTD	101766	DISPLAY SALES COMPANY	INV1970	01/19/2024	20240216	216.00
					CHECK	492714	TOTAL:	216.00
492715	02/16/2024	PRTD	160060	DOMACE VINO LLC	27597	01/24/2024	20240216	525.00
					CHECK	492715	TOTAL:	525.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
492716	02/16/2024	PRTD 132810	ECM PUBLISHERS INC	981501	01/18/2024		20240216	160.55
			ECM PUBLISHERS INC	981500	01/18/2024		20240216	456.95
					CHECK	492716	TOTAL:	617.50
492717	02/16/2024	PRTD 122387	ECOLAB USA INC.	6340957101	09/26/2023		20240216	730.44
					CHECK	492717	TOTAL:	730.44
492718	02/16/2024	PRTD 100744	EDINA CHAMBER OF COMMERCE	44650	01/09/2024		20240216	2,000.00
					CHECK	492718	TOTAL:	2,000.00
492719	02/16/2024	PRTD 142458	EDINA MARKET STREET LLC	Q3-2023-S.RETAIL	10/13/2023		20240216	3,124.02
					CHECK	492719	TOTAL:	3,124.02
492720	02/16/2024	PRTD 160062	ELM CREEK BREWING COMPANY	E-6040	01/29/2024		20240216	296.84
					CHECK	492720	TOTAL:	296.84
492721	02/16/2024	PRTD 102379	EPA AUDIO VISUAL INC	202714	09/11/2023		20240216	-2,424.40
			EPA AUDIO VISUAL INC	203731	01/22/2024		20240216	98,706.50
					CHECK	492721	TOTAL:	96,282.10
492722	02/16/2024	PRTD 134730	EXPLORE EDINA	DEC 23 Lodging Tax	01/25/2024		20240216	45,646.99
					CHECK	492722	TOTAL:	45,646.99
492723	02/16/2024	PRTD 100146	ELLIOTT AUTO SUPPLY CO, INC	1-9359050	01/18/2024		20240216	48.40
			ELLIOTT AUTO SUPPLY CO, INC	69-513380	01/18/2024		20240216	151.34
			ELLIOTT AUTO SUPPLY CO, INC	1-9360821	01/19/2024		20240216	143.00
			ELLIOTT AUTO SUPPLY CO, INC	69-513445	01/19/2024		20240216	5.98
			ELLIOTT AUTO SUPPLY CO, INC	1-9370311	01/23/2024		20240216	15.52

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				INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	492723	TOTAL:	364.24
492724	02/16/2024	PRTD	147181	FALLING BREWERY - BERGMAN LEDGE L E-13025	01/25/2024		20240216	240.00
				FALLING BREWERY - BERGMAN LEDGE L E-13118	02/01/2024		20240216	376.00
				FALLING BREWERY - BERGMAN LEDGE L E-13120	02/01/2024		20240216	291.00
					CHECK	492724	TOTAL:	907.00
492725	02/16/2024	PRTD	103600	FERGUSON US HOLDINGS INC	0521719	01/16/2024	20240216	256.32
				FERGUSON US HOLDINGS INC	0524413-1	01/18/2024	20240216	2,591.09
					CHECK	492725	TOTAL:	2,847.41
492726	02/16/2024	PRTD	116492	BRIDGETOWER OPCO, LLC	745668749	01/18/2024	20240216	103.74
					CHECK	492726	TOTAL:	103.74
492727	02/16/2024	PRTD	136583	FLUID INTERIORS LLC	89092	01/19/2024	20240216	14,970.83
				FLUID INTERIORS LLC	89091	01/19/2024	20240216	13,018.12
					CHECK	492727	TOTAL:	27,988.95
492728	02/16/2024	PRTD	102727	FORCE AMERICA DISTRIBUTING LLC	IN001-1793798	01/17/2024	20240216	270.34
					CHECK	492728	TOTAL:	270.34
492729	02/16/2024	PRTD	160412	MKM BRANDS INC	269	01/22/2024	20240216	1,089.00
					CHECK	492729	TOTAL:	1,089.00
492730	02/16/2024	PRTD	102456	GALLS PARENT HOLDINGS LLC	026820065	01/17/2024	20240216	19.98
				GALLS PARENT HOLDINGS LLC	026820071	01/17/2024	20240216	219.95
				GALLS PARENT HOLDINGS LLC	026820076	01/17/2024	20240216	333.97
				GALLS PARENT HOLDINGS LLC	026820081	01/17/2024	20240216	177.98
				GALLS PARENT HOLDINGS LLC	026820118	01/17/2024	20240216	30.55
				GALLS PARENT HOLDINGS LLC	026833139	01/18/2024	20240216	104.46

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	GALLS PARENT HOLDINGS LLC	026833140	01/18/2024		20240216	89.17
	GALLS PARENT HOLDINGS LLC	026844192	01/19/2024		20240216	21.88
	GALLS PARENT HOLDINGS LLC	026844205	01/19/2024		20240216	113.79
	GALLS PARENT HOLDINGS LLC	026862580	01/22/2024		20240216	89.17
	GALLS PARENT HOLDINGS LLC	026862586	01/22/2024		20240216	94.65
	GALLS PARENT HOLDINGS LLC	026862589	01/22/2024		20240216	76.99
	GALLS PARENT HOLDINGS LLC	026862604	01/22/2024		20240216	266.61
	GALLS PARENT HOLDINGS LLC	026862651	01/22/2024		20240216	119.99
	GALLS PARENT HOLDINGS LLC	026862662	01/22/2024		20240216	38.00
			CHECK	492730	TOTAL:	1,797.14
492731	02/16/2024 PRTD 100775 GENERAL SPORTS CORPORATION	1370	01/17/2024		20240216	1,750.00
			CHECK	492731	TOTAL:	1,750.00
492732	02/16/2024 PRTD 160943 GIESENBRAU BIER CO	20833	01/25/2024		20240216	230.00
	GIESENBRAU BIER CO	20832	01/25/2024		20240216	340.00
			CHECK	492732	TOTAL:	570.00
492733	02/16/2024 PRTD 160376 GOPHER	IN344044	01/17/2024		20240216	570.86
			CHECK	492733	TOTAL:	570.86
492734	02/16/2024 PRTD 100781 MJ DONOVAN ENTERPRISES INC	154949	01/22/2024		20240216	1,190.00
			CHECK	492734	TOTAL:	1,190.00
492735	02/16/2024 PRTD 101103 WW GRAINGER	9963808432	01/16/2024		20240216	657.42
	WW GRAINGER	9968037185	01/19/2024		20240216	330.12
			CHECK	492735	TOTAL:	987.54

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		INVOICE	INV DATE	PO	CHECK RUN	NET
492736	02/16/2024	PRTD 151168 HAMMER SPORTS LLC	4129	01/21/2024	20240216	372.00
				CHECK	492736 TOTAL:	372.00
492737	02/16/2024	PRTD 151092 HARDLINE EQUIPMENT LLC	42210222	01/17/2024	20240216	2,130.89
				CHECK	492737 TOTAL:	2,130.89
492738	02/16/2024	PRTD 130116 HARRIS	SR000049828	01/17/2024	20240216	7,916.00
				CHECK	492738 TOTAL:	7,916.00
492739	02/16/2024	PRTD 143563 HEADFLYER BREWING	E-5597	01/26/2024	20240216	192.00
				CHECK	492739 TOTAL:	192.00
492740	02/16/2024	PRTD 103085 HENNEPIN COUNTY ACCOUNTING SERVIC	1000218730	02/09/2024	20240216	3,500.28
				CHECK	492740 TOTAL:	3,500.28
492741	02/16/2024	PRTD 103085 HENNEPIN COUNTY ACCOUNTING SERVIC	1000217737	01/05/2024	20240216	5,794.26
				CHECK	492741 TOTAL:	5,794.26
492742	02/16/2024	PRTD 143585 HENNEPIN COUNTY MEDICAL CENTER	0000002028	02/07/2024	20240216	650.00
		HENNEPIN COUNTY MEDICAL CENTER	000002022	02/07/2024	20240216	850.00
				CHECK	492742 TOTAL:	1,500.00
492743	02/16/2024	PRTD 118765 HENRY SCHEIN INC	70095682	01/18/2024	20240216	332.36
				CHECK	492743 TOTAL:	332.36
492744	02/16/2024	PRTD 137677 HAMMEL GREEN AND ABRAHAMSON INC	246905	01/16/2024	20240216	7,413.60
		HAMMEL GREEN AND ABRAHAMSON INC	246961	01/15/2024	20240216	1,843.75
				CHECK	492744 TOTAL:	9,257.35

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				INVOICE	INV DATE	PO	CHECK RUN	NET
492745	02/16/2024	PRTD	104375	HOHENSTEINS INC	683096	01/23/2024	20240216	1,216.50
				HOHENSTEINS INC	683098	01/23/2024	20240216	755.00
				HOHENSTEINS INC	683097	01/23/2024	20240216	25.50
				HOHENSTEINS INC	683099	01/23/2024	20240216	315.00
				HOHENSTEINS INC	683156	01/23/2024	20240216	-177.60
				HOHENSTEINS INC	683091	01/23/2024	20240216	390.75
				HOHENSTEINS INC	683095	01/23/2024	20240216	268.50
				HOHENSTEINS INC	683092	01/23/2024	20240216	51.00
				HOHENSTEINS INC	685025	01/30/2024	20240216	696.50
				HOHENSTEINS INC	685026	01/30/2024	20240216	25.50
				HOHENSTEINS INC	685027	01/30/2024	20240216	324.50
				HOHENSTEINS INC	685021	01/30/2024	20240216	1,527.40
				HOHENSTEINS INC	685024	01/30/2024	20240216	184.00
				HOHENSTEINS INC	685023	01/30/2024	20240216	408.90
						CHECK	492745 TOTAL:	6,011.45
492746	02/16/2024	PRTD	160559	HUMERATECH INC	230942	12/31/2023	20240216	55,766.25
						CHECK	492746 TOTAL:	55,766.25
492747	02/16/2024	PRTD	146427	LUCID BREWING LLC	17690	01/24/2024	20240216	144.00
				LUCID BREWING LLC	17694	01/24/2024	20240216	126.00
				LUCID BREWING LLC	17740	01/31/2024	20240216	233.50
				LUCID BREWING LLC	17741	01/31/2024	20240216	222.00
						CHECK	492747 TOTAL:	725.50
492748	02/16/2024	PRTD	131548	INNOVATIVE OFFICE SOLUTIONS LLC	IN4437128	01/17/2024	20240216	270.92

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492748	TOTAL:	270.92
492749	02/16/2024	PRTD 160653 INSIGHT BREWING COMPANY LLC	10937	01/24/2024	20240216	330.00
		INSIGHT BREWING COMPANY LLC	10936	01/24/2024	20240216	330.13
		INSIGHT BREWING COMPANY LLC	10939	01/24/2024	20240216	192.35
		INSIGHT BREWING COMPANY LLC	10938	01/24/2024	20240216	135.00
		INSIGHT BREWING COMPANY LLC	11084	01/31/2024	20240216	195.00
			CHECK	492749	TOTAL:	1,182.48
492750	02/16/2024	PRTD 100828 JERRY'S ENTERPRISES INC	Statement-01/2024	01/25/2024	20240216	45.72
			CHECK	492750	TOTAL:	45.72
492751	02/16/2024	PRTD 100835 ARTISAN BEER COMPANY	3656035	01/25/2024	20240216	682.80
		ARTISAN BEER COMPANY	3656034	01/25/2024	20240216	67.70
		ARTISAN BEER COMPANY	3656032	01/25/2024	20240216	323.00
		ARTISAN BEER COMPANY	3656031	01/25/2024	20240216	24.60
		ARTISAN BEER COMPANY	3656033	01/25/2024	20240216	1,172.65
		ARTISAN BEER COMPANY	381251	01/24/2024	20240216	-69.35
		ARTISAN BEER COMPANY	379521	01/24/2024	20240216	-21.90
		ARTISAN BEER COMPANY	3656039	01/25/2024	20240216	1,028.65
		ARTISAN BEER COMPANY	3656037	01/25/2024	20240216	253.75
		ARTISAN BEER COMPANY	3656038	01/25/2024	20240216	30.75
		ARTISAN BEER COMPANY	3656036	01/25/2024	20240216	1,817.50
		ARTISAN BEER COMPANY	3657588	02/01/2024	20240216	1,699.40
		ARTISAN BEER COMPANY	3657590	02/01/2024	20240216	618.25
		ARTISAN BEER COMPANY	3657591	02/01/2024	20240216	2,358.80
			CHECK	492751	TOTAL:	9,986.60

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		INVOICE	INV DATE	PO	CHECK RUN	NET
492752	02/16/2024	PRTD 100835 PHILLIPS WINE & SPIRITS	6728475	01/25/2024	20240216	2,619.12
		PHILLIPS WINE & SPIRITS	6728477	01/25/2024	20240216	579.20
		PHILLIPS WINE & SPIRITS	6728478	01/25/2024	20240216	166.90
		PHILLIPS WINE & SPIRITS	6728476	01/25/2024	20240216	83.90
		PHILLIPS WINE & SPIRITS	6728474	01/25/2024	20240216	311.70
		PHILLIPS WINE & SPIRITS	6728472	01/25/2024	20240216	931.60
		PHILLIPS WINE & SPIRITS	6728481	01/25/2024	20240216	81.40
		PHILLIPS WINE & SPIRITS	6728473	01/25/2024	20240216	39.20
		PHILLIPS WINE & SPIRITS	6728482	01/25/2024	20240216	166.80
		PHILLIPS WINE & SPIRITS	6728480	01/25/2024	20240216	1,002.30
		PHILLIPS WINE & SPIRITS	6728479	01/25/2024	20240216	89.40
		PHILLIPS WINE & SPIRITS	6728483	01/25/2024	20240216	2,071.35
		PHILLIPS WINE & SPIRITS	516954	01/30/2024	20240216	-12.00
		PHILLIPS WINE & SPIRITS	6731992	02/01/2024	20240216	29.90
		PHILLIPS WINE & SPIRITS	6731993	02/01/2024	20240216	1,149.00
		PHILLIPS WINE & SPIRITS	6731991	02/01/2024	20240216	914.00
		PHILLIPS WINE & SPIRITS	6731994	02/01/2024	20240216	956.95
		PHILLIPS WINE & SPIRITS	6731995	02/01/2024	20240216	114.85
		PHILLIPS WINE & SPIRITS	6731997	02/01/2024	20240216	635.60
		PHILLIPS WINE & SPIRITS	6731998	02/01/2024	20240216	2,031.75
		PHILLIPS WINE & SPIRITS	6731996	02/01/2024	20240216	1,107.00
					CHECK 492752 TOTAL:	15,069.92
492753	02/16/2024	PRTD 100835 WINE MERCHANTS	7459617	01/25/2024	20240216	153.40
		WINE MERCHANTS	7459621	01/25/2024	20240216	267.40
		WINE MERCHANTS	7459618	01/25/2024	20240216	137.40

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	WINE MERCHANTS	752826	01/24/2024		20240216	-28.00
	WINE MERCHANTS	7459622	01/25/2024		20240216	1,689.20
	WINE MERCHANTS	7459620	01/25/2024		20240216	536.20
	WINE MERCHANTS	7459619	01/25/2024		20240216	677.60
	WINE MERCHANTS	7460430	02/01/2024		20240216	411.20
	WINE MERCHANTS	7460428	02/01/2024		20240216	941.64
	WINE MERCHANTS	7460431	02/01/2024		20240216	364.00
	WINE MERCHANTS	7460432	02/01/2024		20240216	1,980.80
			CHECK	492753	TOTAL:	7,130.84
492754	02/16/2024 PRTD 100835	JOHNSON BROTHERS LIQUOR CO	2471070	01/25/2024	20240216	1,301.74
		JOHNSON BROTHERS LIQUOR CO	2471076	01/25/2024	20240216	1,104.40
		JOHNSON BROTHERS LIQUOR CO	2471078	01/25/2024	20240216	3,564.20
		JOHNSON BROTHERS LIQUOR CO	2471084	01/25/2024	20240216	555.35
		JOHNSON BROTHERS LIQUOR CO	2471081	01/25/2024	20240216	145.40
		JOHNSON BROTHERS LIQUOR CO	2471069	01/25/2024	20240216	637.85
		JOHNSON BROTHERS LIQUOR CO	2471077	01/25/2024	20240216	1,648.90
		JOHNSON BROTHERS LIQUOR CO	2471083	01/25/2024	20240216	1,542.00
		JOHNSON BROTHERS LIQUOR CO	2471074	01/25/2024	20240216	452.20
		JOHNSON BROTHERS LIQUOR CO	2471068	01/25/2024	20240216	322.80
		JOHNSON BROTHERS LIQUOR CO	2471073	01/25/2024	20240216	1,311.66
		JOHNSON BROTHERS LIQUOR CO	2471082	01/25/2024	20240216	136.40
		JOHNSON BROTHERS LIQUOR CO	2471086	01/25/2024	20240216	464.35
		JOHNSON BROTHERS LIQUOR CO	2471079	01/25/2024	20240216	3,154.40
		JOHNSON BROTHERS LIQUOR CO	2471072	01/25/2024	20240216	526.34
		JOHNSON BROTHERS LIQUOR CO	2471080	01/25/2024	20240216	481.80
		JOHNSON BROTHERS LIQUOR CO	2471088	01/25/2024	20240216	551.40

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JOHNSON BROTHERS LIQUOR CO	2471067	01/25/2024	20240216	38.40
JOHNSON BROTHERS LIQUOR CO	2471087	01/25/2024	20240216	33.40
JOHNSON BROTHERS LIQUOR CO	2471071	01/25/2024	20240216	1,823.62
JOHNSON BROTHERS LIQUOR CO	2471075	01/25/2024	20240216	1,131.60
JOHNSON BROTHERS LIQUOR CO	2471085	01/25/2024	20240216	551.40
JOHNSON BROTHERS LIQUOR CO	2475571	02/01/2024	20240216	108.20
JOHNSON BROTHERS LIQUOR CO	2475592	02/01/2024	20240216	33.40
JOHNSON BROTHERS LIQUOR CO	2475575	02/01/2024	20240216	828.80
JOHNSON BROTHERS LIQUOR CO	2475579	02/01/2024	20240216	1,308.99
JOHNSON BROTHERS LIQUOR CO	2475591	02/01/2024	20240216	185.40
JOHNSON BROTHERS LIQUOR CO	2475593	02/01/2024	20240216	1,967.00
JOHNSON BROTHERS LIQUOR CO	2475599	02/01/2024	20240216	81.40
JOHNSON BROTHERS LIQUOR CO	2475574	02/01/2024	20240216	1,502.65
JOHNSON BROTHERS LIQUOR CO	2475585	02/01/2024	20240216	454.00
JOHNSON BROTHERS LIQUOR CO	2475594	02/01/2024	20240216	1,297.10
JOHNSON BROTHERS LIQUOR CO	2475590	02/01/2024	20240216	617.00
JOHNSON BROTHERS LIQUOR CO	2475576	02/01/2024	20240216	403.80
JOHNSON BROTHERS LIQUOR CO	2475580	02/01/2024	20240216	1,199.60
JOHNSON BROTHERS LIQUOR CO	2475596	02/01/2024	20240216	549.60
JOHNSON BROTHERS LIQUOR CO	2475597	02/01/2024	20240216	854.00
JOHNSON BROTHERS LIQUOR CO	2475600	02/01/2024	20240216	292.20
JOHNSON BROTHERS LIQUOR CO	2475577	02/01/2024	20240216	1,500.30
JOHNSON BROTHERS LIQUOR CO	2475595	02/01/2024	20240216	240.20
JOHNSON BROTHERS LIQUOR CO	2475601	02/01/2024	20240216	1,662.60
JOHNSON BROTHERS LIQUOR CO	2475581	02/01/2024	20240216	1,952.30

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492754	TOTAL:	38,518.15
492755	02/16/2024	PRTD 151166 LAMIS, JAMES	23020116.1	01/21/2024	20240216	2,877.50
			CHECK	492755	TOTAL:	2,877.50
492756	02/16/2024	PRTD 101220 LANO EQUIPMENT INC	01-1053056	01/22/2024	20240216	289.87
		LANO EQUIPMENT INC	01-1053055	01/22/2024	20240216	494.88
			CHECK	492756	TOTAL:	784.75
492757	02/16/2024	PRTD 160902 HEUER, JASON LLOYD	2830	01/18/2024	20240216	300.00
		HEUER, JASON LLOYD	2833	01/22/2024	20240216	75.00
			CHECK	492757	TOTAL:	375.00
492758	02/16/2024	PRTD 100852 LAWSON PRODUCTS INC	9311235401	01/22/2024	20240216	1,658.08
			CHECK	492758	TOTAL:	1,658.08
492759	02/16/2024	PRTD 101552 LEAGUE OF MINNESOTA CITIES	22048	02/01/2024	20240216	151.42
		LEAGUE OF MINNESOTA CITIES	22067	02/01/2024	20240216	454.99
		LEAGUE OF MINNESOTA CITIES	22131	02/01/2024	20240216	30.29
		LEAGUE OF MINNESOTA CITIES	22148	02/01/2024	20240216	315.08
		LEAGUE OF MINNESOTA CITIES	22154	02/01/2024	20240216	998.64
		LEAGUE OF MINNESOTA CITIES	22157	02/01/2024	20240216	94.97
			CHECK	492759	TOTAL:	2,045.39
492760	02/16/2024	PRTD 135867 LIBATION PROJECT	67429	01/23/2024	20240216	544.16
		LIBATION PROJECT	67420	01/23/2024	20240216	761.92
		LIBATION PROJECT	67447	01/23/2024	20240216	220.00
		LIBATION PROJECT	67726	01/30/2024	20240216	256.00
		LIBATION PROJECT	67725	01/30/2024	20240216	137.96

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492760	TOTAL:	1,920.04
492761	02/16/2024	PRTD 160624 LITTLE THISTLE BREWING COMPANY	2549	01/26/2024	20240216	215.82
			CHECK	492761	TOTAL:	215.82
492762	02/16/2024	PRTD 160548 LUCE LINE BREWING CO LLC	E-2111	01/25/2024	20240216	792.00
		LUCE LINE BREWING CO LLC	E-2110	01/25/2024	20240216	293.00
			CHECK	492762	TOTAL:	1,085.00
492763	02/16/2024	PRTD 135835 CENTURYLINK-ACCESS BILL	5142XLP6S3-2024039	02/08/2024	20240216	1,242.00
			CHECK	492763	TOTAL:	1,242.00
492764	02/16/2024	PRTD 141916 LUPULIN BREWING COMPANY	58391	01/23/2024	20240216	748.80
		LUPULIN BREWING COMPANY	58401	01/23/2024	20240216	198.00
		LUPULIN BREWING COMPANY	58386	01/23/2024	20240216	244.15
			CHECK	492764	TOTAL:	1,190.95
492765	02/16/2024	PRTD 123848 LVC COMPANIES INC	132354	01/17/2024	20240216	1,975.00
			CHECK	492765	TOTAL:	1,975.00
492766	02/16/2024	PRTD 141215 MAVERICK WINE LLC	INV1158347	01/19/2024	20240216	1,822.50
		MAVERICK WINE LLC	INV1160850/CM120901	01/24/2024	20240216	302.46
		MAVERICK WINE LLC	INV1160845/CM120907	01/24/2024	20240216	519.96
		MAVERICK WINE LLC	INV1160848/CM120876	01/25/2024	20240216	1,384.32
		MAVERICK WINE LLC	INV1166214	02/01/2024	20240216	1,174.08
		MAVERICK WINE LLC	INV1166222/1166217	02/01/2024	20240216	609.00
		MAVERICK WINE LLC	INV1166220/1166215	02/01/2024	20240216	119.04
			CHECK	492766	TOTAL:	5,931.36

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				INVOICE	INV DATE	PO	CHECK RUN	NET
492767	02/16/2024	PRTD	146040	STRAYER, JUSTIN	IN-7955	01/31/2024	20240216	538.00
				STRAYER, JUSTIN	IN7876	01/31/2024	20240216	32.65
					CHECK	492767	TOTAL:	570.65
492768	02/16/2024	PRTD	101483	MENARDS	12609	01/19/2024	20240216	152.97
					CHECK	492768	TOTAL:	152.97
492769	02/16/2024	PRTD	101483	MENARDS	96690	01/17/2024	20240216	140.44
				MENARDS	96726	01/17/2024	20240216	35.88
				MENARDS	96715	01/17/2024	20240216	25.62
				MENARDS	96700	01/17/2024	20240216	119.97
				MENARDS	96720	01/17/2024	20240216	12.99
				MENARDS	96764	01/18/2024	20240216	62.90
				MENARDS	96855	01/19/2024	20240216	225.15
				MENARDS	97073	01/23/2024	20240216	11.84
					CHECK	492769	TOTAL:	634.79
492770	02/16/2024	PRTD	160530	METRO ELEVATOR INC	89599	01/19/2024	20240216	290.64
					CHECK	492770	TOTAL:	290.64
492771	02/16/2024	PRTD	102507	METRO VOLLEYBALL OFFICIALS ASSOCI	2171	01/30/2024	20240216	476.00
					CHECK	492771	TOTAL:	476.00
492772	02/16/2024	PRTD	104650	MICRO CENTER	045-PO-10012748	01/19/2024	20240216	186.95
				MICRO CENTER	10012748	01/19/2024	20240216	186.95
					CHECK	492772	TOTAL:	373.90
492773	02/16/2024	PRTD	134387	MIDWEST MAILING SYSTEMS INC	79878	03/31/2023	20240216	673.72
				MIDWEST MAILING SYSTEMS INC	79824	01/31/2023	20240216	591.19

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						CHECK	492773 TOTAL :	1,264.91
492774	02/16/2024	PRTD	145395	MILK AND HONEY LLC	13334	01/25/2024	20240216	362.00
				MILK AND HONEY LLC	13365	02/01/2024	20240216	268.00
						CHECK	492774 TOTAL :	630.00
492775	02/16/2024	PRTD	127062	MINNEHAHA BUILDING MAINTENANCE IN	180252296	01/21/2024	20240216	6.41
				MINNEHAHA BUILDING MAINTENANCE IN	180252297	01/21/2024	20240216	24.58
				MINNEHAHA BUILDING MAINTENANCE IN	180252298	01/21/2024	20240216	18.17
						CHECK	492775 TOTAL :	49.16
492776	02/16/2024	PRTD	128914	BJKK DEVELOPMENT	35757	01/19/2024	20240216	50.80
						CHECK	492776 TOTAL :	50.80
492777	02/16/2024	PRTD	140955	MODIST BREWING LLC	E-47733	01/23/2024	20240216	662.00
				MODIST BREWING LLC	E-47731	01/23/2024	20240216	188.00
				MODIST BREWING LLC	E-47727	01/23/2024	20240216	169.00
				MODIST BREWING LLC	E-47728	01/23/2024	20240216	100.00
				MODIST BREWING LLC	E-47729	01/23/2024	20240216	293.00
				MODIST BREWING LLC	E-47730	01/23/2024	20240216	100.00
				MODIST BREWING LLC	E-47917	01/30/2024	20240216	200.00
				MODIST BREWING LLC	E-47916	01/30/2024	20240216	373.00
				MODIST BREWING LLC	E-47914	01/30/2024	20240216	321.00
				MODIST BREWING LLC	E-47915	01/30/2024	20240216	263.00
						CHECK	492777 TOTAL :	2,669.00
492778	02/16/2024	PRTD	100912	MOTOROLA INC	1411059860	01/20/2024	20240216	2,064.06

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492778	TOTAL:	2,064.06
492779	02/16/2024	PRTD 100906 MTI DISTRIBUTING INC	1414152-00	01/19/2024	20240216	176.97
		MTI DISTRIBUTING INC	1411208-00	01/19/2024	20240216	176.64
		MTI DISTRIBUTING INC	1415635-00	01/22/2024	20240216	2,087.75
			CHECK	492779	TOTAL:	2,441.36
492780	02/16/2024	PRTD 101390 MUNICIPAL EMERGENCY SERVICES	IN1994554	01/22/2024	20240216	4,930.00
			CHECK	492780	TOTAL:	4,930.00
492781	02/16/2024	PRTD 160900 LEVIN CORI	102	01/23/2024	20240216	35.00
			CHECK	492781	TOTAL:	35.00
492782	02/16/2024	PRTD 160393 NEO ELECTRICAL SOLUTIONS LLC	1/23/2024	01/23/2024	20240216	92,375.00
			CHECK	492782	TOTAL:	92,375.00
492783	02/16/2024	PRTD 100076 NEW FRANCE WINE CO	217626	01/24/2024	20240216	2,150.83
		NEW FRANCE WINE CO	217621	01/24/2024	20240216	1,112.00
		NEW FRANCE WINE CO	217617	01/24/2024	20240216	218.50
		NEW FRANCE WINE CO	217813	01/31/2024	20240216	538.00
		NEW FRANCE WINE CO	217815	01/31/2024	20240216	253.00
			CHECK	492783	TOTAL:	4,272.33
492784	02/16/2024	PRTD 134457 NEW LOOK CONTRACTING INC	9150	10/02/2023	20240216	37,566.00
			CHECK	492784	TOTAL:	37,566.00
492785	02/16/2024	PRTD 101620 NORTH SECOND STREET STEEL SUPPLY	548193	12/15/2023	20240216	234.00
			CHECK	492785	TOTAL:	234.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
492786	02/16/2024	PRTD	104232	NORTHERN SAFETY TECHNOLOGY INC	56917	12/27/2023	20240216	981.36
						CHECK	492786 TOTAL:	981.36
492787	02/16/2024	PRTD	100926	BLUETARP FINANCIAL INC	542503023243839	01/23/2024	20240216	18.75
						CHECK	492787 TOTAL:	18.75
492788	02/16/2024	PRTD	100936	OLSEN CHAIN & CABLE CO INC	710921	01/22/2024	20240216	18.10
						CHECK	492788 TOTAL:	18.10
492789	02/16/2024	PRTD	999995	KOTHRAD SEWER, WATER & EXCAVATIN	ED208846-Refund	02/06/2024	20240216	2,500.00
						CHECK	492789 TOTAL:	2,500.00
492790	02/16/2024	PRTD	999995	Kothrade Sewer, Water & Excavatin	ED210664-Refund	02/05/2024	20240216	2,500.00
						CHECK	492790 TOTAL:	2,500.00
492791	02/16/2024	PRTD	999995	MUSKA PLUMBING, LLC	ED211332-Refund	02/06/2024	20240216	38.95
						CHECK	492791 TOTAL:	38.95
492792	02/16/2024	PRTD	999995	NEUTGENS EXCAVATING	ED206384-Refund	01/24/2024	20240216	2,500.00
						CHECK	492792 TOTAL:	2,500.00
492793	02/16/2024	PRTD	999995	Wooddale Builders	ED193483-Refund	02/05/2024	20240216	9,450.00
						CHECK	492793 TOTAL:	9,450.00
492794	02/16/2024	PRTD	999995	zenith & Company	ED202975-Refund	01/23/2024	20240216	2,500.00
						CHECK	492794 TOTAL:	2,500.00
492795	02/16/2024	PRTD	999994	white Hall Association	INV-00000706	02/05/2024	20240216	115.00
						CHECK	492795 TOTAL:	115.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
492796	02/16/2024	PRTD 999997 ONNEN, DEBORAH	100631	02/08/2024	20240216	162.40
				CHECK	492796 TOTAL:	162.40
492797	02/16/2024	PRTD 144339 ORION 4500 FRANCE LLC	TIF Payment 10/12/2301/25/2024		20240216	104,798.25
				CHECK	492797 TOTAL:	104,798.25
492798	02/16/2024	PRTD 101659 ORKIN	259619860	01/17/2024	20240216	53.57
		ORKIN	256184582	01/23/2024	20240216	32.10
				CHECK	492798 TOTAL:	85.67
492799	02/16/2024	PRTD 100944 PAUSTIS WINE COMPANY	226446	01/23/2024	20240216	1,065.00
		PAUSTIS WINE COMPANY	226442	01/23/2024	20240216	2,710.00
		PAUSTIS WINE COMPANY	226448	01/23/2024	20240216	1,396.00
		PAUSTIS WINE COMPANY	227041	01/30/2024	20240216	52.00
		PAUSTIS WINE COMPANY	227040	01/30/2024	20240216	802.50
		PAUSTIS WINE COMPANY	227151	01/31/2024	20240216	1,457.50
		PAUSTIS WINE COMPANY	227152	01/31/2024	20240216	535.00
				CHECK	492799 TOTAL:	8,018.00
492800	02/16/2024	PRTD 100945 PEPSI-COLA COMPANY	34087965	02/05/2024	20240216	1,171.93
				CHECK	492800 TOTAL:	1,171.93
492801	02/16/2024	PRTD 149249 PEQUOD DISTRIBUTING	W-217325	01/25/2024	20240216	284.00
		PEQUOD DISTRIBUTING	W-217324	01/25/2024	20240216	83.00
		PEQUOD DISTRIBUTING	W-217326	01/25/2024	20240216	487.32
		PEQUOD DISTRIBUTING	W-216752	01/25/2024	20240216	511.30
		PEQUOD DISTRIBUTING	W-217914	02/01/2024	20240216	585.00
		PEQUOD DISTRIBUTING	W-217904	02/01/2024	20240216	251.50

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				INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	492801	TOTAL:	2,202.12
492802	02/16/2024	PRTD	138081	PETERSON SALT & WATER TREATMENT	215472	01/19/2024	20240216	53.48
					CHECK	492802	TOTAL:	53.48
492803	02/16/2024	PRTD	106322	SCHENCK, DAVID	161289	01/19/2024	20240216	483.47
					CHECK	492803	TOTAL:	483.47
492804	02/16/2024	PRTD	143618	PRYES BREWING COMPANY LLC	W-68951	01/31/2024	20240216	410.00
					CHECK	492804	TOTAL:	410.00
492805	02/16/2024	PRTD	112097	PUMP & METER SERVICE	1006290	01/18/2024	20240216	224.81
					CHECK	492805	TOTAL:	224.81
492806	02/16/2024	PRTD	138267	QUALITY LOCKSMITH INC	QLS27147	01/19/2024	20240216	756.86
				QUALITY LOCKSMITH INC	QLS27148	01/19/2024	20240216	228.75
					CHECK	492806	TOTAL:	985.61
492807	02/16/2024	PRTD	100972	R & R SPECIALTIES INC	0081126-IN	01/23/2024	20240216	631.80
					CHECK	492807	TOTAL:	631.80
492808	02/16/2024	PRTD	104643	RECREATION SUPPLY COMPANY INC	520378	11/30/2023	20240216	414.28
					CHECK	492808	TOTAL:	414.28
492809	02/16/2024	PRTD	138298	RED BULL DISTRIBUTION COMPANY INC	2014382409	01/29/2024	20240216	42.00
					CHECK	492809	TOTAL:	42.00
492810	02/16/2024	PRTD	125936	REINDERS INC	3100907-00	12/14/2023	20240216	-41.58
				REINDERS INC	3101050-00	01/05/2024	20240216	541.45
				REINDERS INC	310149-00	01/05/2024	20240216	541.45

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492810	TOTAL:	1,041.32
492811	02/16/2024	PRTD 141767 SALT SOURCE LLC	27515	01/05/2024	20240216	1,765.54
		SALT SOURCE LLC	27451	01/02/2024	20240216	1,779.53
			CHECK	492811	TOTAL:	3,545.07
492812	02/16/2024	PRTD 144403 SENTEXT SOLUTIONS	347785	01/20/2024	20240216	318.50
			CHECK	492812	TOTAL:	318.50
492813	02/16/2024	PRTD 132210 RUSCIANO GROUP INC	70326	01/16/2024	20240216	775.00
			CHECK	492813	TOTAL:	775.00
492814	02/16/2024	PRTD 103409 KELBRO COMPANY	2984539	01/25/2024	20240216	24.32
		KELBRO COMPANY	2984541	01/25/2024	20240216	12.89
		KELBRO COMPANY	2986311	02/01/2024	20240216	21.78
			CHECK	492814	TOTAL:	58.99
492815	02/16/2024	PRTD 160278 ROHN INDUSTRIES, INC	0016616	01/19/2024	20240216	35.46
		ROHN INDUSTRIES, INC	0016121	01/10/2024	20240216	32.72
			CHECK	492815	TOTAL:	68.18
492816	02/16/2024	PRTD 132195 SMALL LOT MN	MN73595	01/23/2024	20240216	164.96
		SMALL LOT MN	MN73594	01/23/2024	20240216	164.96
		SMALL LOT MN	MN73574	01/23/2024	20240216	365.00
			CHECK	492816	TOTAL:	694.92
492817	02/16/2024	PRTD 127878 SOUTHERN GLAZERS WINE & SPIRITS L	2437174	01/24/2024	20240216	.80
		SOUTHERN GLAZERS WINE & SPIRITS L	2437179	01/24/2024	20240216	2,086.86
		SOUTHERN GLAZERS WINE & SPIRITS L	2437176	01/24/2024	20240216	231.80
		SOUTHERN GLAZERS WINE & SPIRITS L	2437180	01/24/2024	20240216	238.00

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SOUTHERN GLAZERS WINE & SPIRITS L 2437177	01/24/2024	20240216	3,613.53
SOUTHERN GLAZERS WINE & SPIRITS L 2437178	01/24/2024	20240216	208.80
SOUTHERN GLAZERS WINE & SPIRITS L 2437181	01/24/2024	20240216	41.29
SOUTHERN GLAZERS WINE & SPIRITS L 2437170	01/24/2024	20240216	804.80
SOUTHERN GLAZERS WINE & SPIRITS L 2437169	01/24/2024	20240216	80.72
SOUTHERN GLAZERS WINE & SPIRITS L 2437172	01/24/2024	20240216	192.80
SOUTHERN GLAZERS WINE & SPIRITS L 2437187	01/24/2024	20240216	3,245.42
SOUTHERN GLAZERS WINE & SPIRITS L 2437183	01/24/2024	20240216	494.40
SOUTHERN GLAZERS WINE & SPIRITS L 2437184	01/24/2024	20240216	774.00
SOUTHERN GLAZERS WINE & SPIRITS L 2437182	01/24/2024	20240216	804.80
SOUTHERN GLAZERS WINE & SPIRITS L 2437186	01/24/2024	20240216	224.80
SOUTHERN GLAZERS WINE & SPIRITS L 2437185	01/24/2024	20240216	1,256.86
SOUTHERN GLAZERS WINE & SPIRITS L 2437171-1	01/24/2024	20240216	336.16
SOUTHERN GLAZERS WINE & SPIRITS L 2437173-1	01/24/2024	20240216	2,186.41
SOUTHERN GLAZERS WINE & SPIRITS L 2439550	01/31/2024	20240216	1,599.73
SOUTHERN GLAZERS WINE & SPIRITS L 2439551	01/31/2024	20240216	129.00
SOUTHERN GLAZERS WINE & SPIRITS L 2439545	01/31/2024	20240216	248.25
SOUTHERN GLAZERS WINE & SPIRITS L 2439548	01/31/2024	20240216	2,403.60
SOUTHERN GLAZERS WINE & SPIRITS L 2437175	01/31/2024	20240216	126.27
SOUTHERN GLAZERS WINE & SPIRITS L 2439549	01/31/2024	20240216	192.80
SOUTHERN GLAZERS WINE & SPIRITS L 2439546	01/31/2024	20240216	509.10
SOUTHERN GLAZERS WINE & SPIRITS L 2439547	01/31/2024	20240216	477.52
SOUTHERN GLAZERS WINE & SPIRITS L 2439553	01/31/2024	20240216	1,699.32
SOUTHERN GLAZERS WINE & SPIRITS L 2439554	01/31/2024	20240216	1,381.20
SOUTHERN GLAZERS WINE & SPIRITS L 2439552	01/31/2024	20240216	2,775.20
SOUTHERN GLAZERS WINE & SPIRITS L 2439556	01/31/2024	20240216	238.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK 492817 TOTAL:	28,602.24
492818	02/16/2024	PRTD	160966 CHRISTIAN, JOSEPH	6/21/23	06/21/2023		20240216	3,517.00
							CHECK 492818 TOTAL:	3,517.00
492819	02/16/2024	PRTD	160346 STANDARD INSURANCE COMPANY	Jan 2024	01/01/2024		20240216	6,772.00
							CHECK 492819 TOTAL:	6,772.00
492820	02/16/2024	PRTD	100438 STANTEC CONSULTING SERVICES INC	2184726	01/22/2024		20240216	10,854.00
							CHECK 492820 TOTAL:	10,854.00
492821	02/16/2024	PRTD	139006 STATE OF MINNESOTA	00000012483	01/26/2024		20240216	200,363.76
							CHECK 492821 TOTAL:	200,363.76
492822	02/16/2024	PRTD	139006 STATE OF MINNESOTA	2706000922023M-1366102/02/2024			20240216	1,750.00
							CHECK 492822 TOTAL:	1,750.00
492823	02/16/2024	PRTD	139006 STATE OF MINNESOTA	ABR0324519X	01/27/2024		20240216	20.00
							CHECK 492823 TOTAL:	20.00
492824	02/16/2024	PRTD	139006 STATE OF MINNESOTA	ALR0158058X	01/26/2024		20240216	100.00
							CHECK 492824 TOTAL:	100.00
492825	02/16/2024	PRTD	133068 STEEL TOE BREWING LLC	53686	01/24/2024		20240216	173.00
			STEEL TOE BREWING LLC	53788	01/31/2024		20240216	367.00
			STEEL TOE BREWING LLC	53781	01/31/2024		20240216	466.00
							CHECK 492825 TOTAL:	1,006.00
492826	02/16/2024	PRTD	101015 STREICHERS INC	I1677164	01/18/2024		20240216	13.98
			STREICHERS INC	I1677352	01/19/2024		20240216	169.99

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				INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK 492826 TOTAL:	183.97
492827	02/16/2024	PRTD	119864	SYSCO MINNESOTA INC	547095860	02/01/2024	20240216	552.19
							CHECK 492827 TOTAL:	552.19
492828	02/16/2024	PRTD	160934	TONY'S APPLIANCE INC	MO01044001	01/19/2024	20240216	2,009.00
							CHECK 492828 TOTAL:	2,009.00
492829	02/16/2024	PRTD	134673	TOTAL MECHANICAL SYSTEMS INC	S9259	01/23/2024	20240216	5,184.00
							CHECK 492829 TOTAL:	5,184.00
492830	02/16/2024	PRTD	138732	TRADITION WINE & SPIRITS LLC	38650	01/23/2024	20240216	994.00
							CHECK 492830 TOTAL:	994.00
492831	02/16/2024	PRTD	160236	TRUE FABRICATIONS INC	1352033	01/22/2024	20240216	1,236.31
							CHECK 492831 TOTAL:	1,236.31
492832	02/16/2024	PRTD	101360	TWIN CITY HARDWARE COMPANY INC	PSI2242117	01/16/2024	20240216	250.00
				TWIN CITY HARDWARE COMPANY INC	490357	11/27/2023	20240216	-165.00
							CHECK 492832 TOTAL:	85.00
492833	02/16/2024	PRTD	160648	UNIFIRST CORPORATION	1410037145	01/22/2024	20240216	35.09
				UNIFIRST CORPORATION	1410037150	01/22/2024	20240216	28.14
				UNIFIRST CORPORATION	1410037151	01/22/2024	20240216	54.77
				UNIFIRST CORPORATION	1410037148	01/22/2024	20240216	47.04
				UNIFIRST CORPORATION	1630340112	01/20/2024	20240216	257.41
							CHECK 492833 TOTAL:	422.45
492834	02/16/2024	PRTD	145567	UNMAPPED BREWING COMPANY LLC	E-3287	01/29/2024	20240216	260.30
				UNMAPPED BREWING COMPANY LLC	E-3292	01/31/2024	20240216	218.50

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492834	TOTAL:	478.80
492835	02/16/2024	PRTD 140954 URBAN GROWLER BREWING COMPANY	E-35307	01/31/2024	20240216	236.50
			CHECK	492835	TOTAL:	236.50
492836	02/16/2024	PRTD 101058 VAN PAPER COMPANY	060300	01/17/2024	20240216	59.33
		VAN PAPER COMPANY	060301	01/17/2024	20240216	260.01
		VAN PAPER COMPANY	060295	01/17/2024	20240216	35.11
		VAN PAPER COMPANY	060296	01/17/2024	20240216	587.34
		VAN PAPER COMPANY	060291	01/17/2024	20240216	92.98
		VAN PAPER COMPANY	060573	01/23/2024	20240216	-65.73
		VAN PAPER COMPANY	054652 Sales tax	11/16/2023	20240216	5.30
			CHECK	492836	TOTAL:	974.34
492837	02/16/2024	PRTD 115380 VARITECH INDUSTRIES INC	IN060-1028622	01/22/2024	20240216	241.24
			CHECK	492837	TOTAL:	241.24
492838	02/16/2024	PRTD 144209 VENN BREWING COMPANY LLC	5657	01/24/2024	20240216	245.00
		VENN BREWING COMPANY LLC	5683	01/31/2024	20240216	440.00
		VENN BREWING COMPANY LLC	5682	01/31/2024	20240216	315.00
			CHECK	492838	TOTAL:	1,000.00
492839	02/16/2024	PRTD 101066 VIKING ELECTRIC SUPPLY	S007683577.001	01/10/2024	20240216	2,626.80
		VIKING ELECTRIC SUPPLY	S007683577.002	01/10/2024	20240216	-2,626.80
		VIKING ELECTRIC SUPPLY	S007713027.002	01/23/2024	20240216	196.13
		VIKING ELECTRIC SUPPLY	S007713027.001	01/23/2024	20240216	196.13
		VIKING ELECTRIC SUPPLY	S007719766.001	01/23/2024	20240216	14.45
			CHECK	492839	TOTAL:	406.71

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
492840	02/16/2024	PRTD	119454	VINOCOPIA INC	0344976-IN	01/25/2024	20240216	344.75
				VINOCOPIA INC	0344977-IN	01/25/2024	20240216	382.25
				VINOCOPIA INC	0344983-IN	01/25/2024	20240216	566.25
				VINOCOPIA INC	0344982-IN	01/25/2024	20240216	525.00
				VINOCOPIA INC	0344973-IN	01/25/2024	20240216	522.50
				VINOCOPIA INC	0344974-IN	01/25/2024	20240216	589.00
				VINOCOPIA INC	0344975-IN	01/25/2024	20240216	906.00
				VINOCOPIA INC	0344978-IN	01/25/2024	20240216	1,360.25
				VINOCOPIA INC	0345340-IN	02/01/2024	20240216	190.00
				VINOCOPIA INC	0345339-IN	02/01/2024	20240216	257.75
				VINOCOPIA INC	0345338-IN	02/01/2024	20240216	217.25
				VINOCOPIA INC	0345337-IN	02/01/2024	20240216	891.25
					CHECK	492840	TOTAL:	6,752.25
492841	02/16/2024	PRTD	120627	VISTAR	70843458	01/19/2024	20240216	1,348.04
					CHECK	492841	TOTAL:	1,348.04
492842	02/16/2024	PRTD	160881	W. E. NEAL SLATE CO	62361	10/10/2023	20240216	1,396.50
					CHECK	492842	TOTAL:	1,396.50
492843	02/16/2024	PRTD	144655	WALDRON CO	01222024	01/22/2024	20240216	5,065.00
					CHECK	492843	TOTAL:	5,065.00
492844	02/16/2024	PRTD	100183	WASHINGTON COUNTY	221721	02/01/2024	20240216	1,314.03
					CHECK	492844	TOTAL:	1,314.03
492845	02/16/2024	PRTD	103088	WASTE MANAGEMENT OF WI-MN	0110393-2808-0	02/01/2024	20240216	4,274.81

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	492845	TOTAL:	4,274.81
492846	02/16/2024	PRTD 130574 WATSON COMPANY	139663	01/18/2024	20240216	612.23
			CHECK	492846	TOTAL:	612.23
492847	02/16/2024	PRTD 101033 WINE COMPANY	257924	01/24/2024	20240216	338.00
		WINE COMPANY	257925	01/24/2024	20240216	1,754.10
		WINE COMPANY	257923	01/24/2024	20240216	1,156.00
		WINE COMPANY	257922	01/24/2024	20240216	114.00
		WINE COMPANY	257927	01/24/2024	20240216	1,456.00
		WINE COMPANY	257926	01/24/2024	20240216	370.00
		WINE COMPANY	258539	01/31/2024	20240216	1,062.00
		WINE COMPANY	258500	01/31/2024	20240216	1,200.00
		WINE COMPANY	258501	01/31/2024	20240216	114.00
			CHECK	492847	TOTAL:	7,564.10
492848	02/16/2024	PRTD 144412 WINEBOW	MN00142611	01/24/2024	20240216	927.00
		WINEBOW	MN00142885	01/30/2024	20240216	84.00
		WINEBOW	MN00142886	01/30/2024	20240216	225.00
			CHECK	492848	TOTAL:	1,236.00
492849	02/16/2024	PRTD 124503 WINSUPPLY EDEN PRAIRIE MN CO	255792 01	01/19/2024	20240216	122.96
			CHECK	492849	TOTAL:	122.96
492850	02/16/2024	PRTD 160963 SIEWERT CABINET & FIXTURE MFG INC	9656	01/17/2024	20240216	4,741.50
			CHECK	492850	TOTAL:	4,741.50
492851	02/16/2024	PRTD 142162 WOODEN HILL BREWING COMPANY LLC	4856	01/25/2024	20240216	283.80
		WOODEN HILL BREWING COMPANY LLC	4855	01/24/2024	20240216	244.80

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

				WOODEN HILL BREWING COMPANY LLC	4871	01/30/2024		20240216	125.40
				WOODEN HILL BREWING COMPANY LLC	4869	01/30/2024		20240216	104.70
				WOODEN HILL BREWING COMPANY LLC	4868	01/30/2024		20240216	102.00
						CHECK	492851	TOTAL:	860.70
492852	02/16/2024	PRTD	160299	WOODEN SHIP BREWING COMPANY	000603	01/25/2024		20240216	109.20
				WOODEN SHIP BREWING COMPANY	000604	01/25/2024		20240216	117.60
						CHECK	492852	TOTAL:	226.80
492853	02/16/2024	PRTD	127774	WORLDWIDE CELLARS INC	INV-003421	01/23/2024		20240216	148.00
				WORLDWIDE CELLARS INC	INV-003508	01/29/2024		20240216	285.04
				WORLDWIDE CELLARS INC	INV-003507	01/30/2024		20240216	136.00
						CHECK	492853	TOTAL:	569.04
NUMBER OF CHECKS					189	*** CASH ACCOUNT TOTAL ***			1,269,102.78
						COUNT	AMOUNT		
TOTAL PRINTED CHECKS						186	1,153,891.78		
TOTAL WIRE TRANSFERS						3	115,211.00		

*** GRAND TOTAL *** 1,269,102.78

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: MSchauer

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
2024	2	624															
APP	6200-2010																
	02/16/2024	20240216															
APP	9999-1012																
	02/16/2024	20240216															
APP	1000-2010																
	02/16/2024	20240216															
APP	6300-2010																
	02/16/2024	20240216															
APP	4000-2010																
	02/16/2024	20240216															
APP	59005900-2010																
	02/16/2024	20240216															
APP	52005200-2010																
	02/16/2024	20240216															
APP	5800-2010																
	02/16/2024	20240216															
APP	5400-2010																
	02/16/2024	20240216															
APP	5700-2010																
	02/16/2024	20240216															
APP	5500-2010																
	02/16/2024	20240216															
APP	59005910-2010																
	02/16/2024	20240216															
APP	59005920-2010																
	02/16/2024	20240216															
APP	6100-2010																
	02/16/2024	20240216															
APP	2500-2010																
	02/16/2024	20240216															
APP	7100-2010																
	02/16/2024	20240216															
APP	6000-2010																
	02/16/2024	20240216															
APP	5600-2010																
	02/16/2024	20240216															
APP	52005210-2010																
	02/16/2024	20240216															
APP	7200-2010																
	02/16/2024	20240216															
APP	4200-2010																
	02/16/2024	20240216															
APP	21002100-2010																
	02/16/2024	20240216															
APP	26126109-2010																
	02/16/2024	20240216															
APP	4400-2010																

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
APP	9000-2010	02/16/2024	20240216	MAS											AP CASH DISBURSEMENTS JOURNAL				6,772.00	
		02/16/2024	20240216	MAS											Payroll BS - Accts Pay					
															AP CASH DISBURSEMENTS JOURNAL					
															GENERAL LEDGER TOTAL				1,269,102.78	1,269,102.78
APP	9999-2099														Control BS - PoolCashL				1,269,102.78	
APP	6200-1010	02/16/2024	20240216	MAS											I.T. Balsh - Cash					59,682.90
APP	1000-1010	02/16/2024	20240216	MAS											GF Bal Sh - Cash					176,661.72
APP	6300-1010	02/16/2024	20240216	MAS											FacMgmt BS - Cash					12,418.41
APP	4000-1010	02/16/2024	20240216	MAS											Cap Prj BS - Cash					310,989.55
APP	59005900-1010	02/16/2024	20240216	MAS											Wat BS - Cash					5,882.32
APP	52005200-1010	02/16/2024	20240216	MAS											Course BS - Cash					10,816.52
APP	5800-1010	02/16/2024	20240216	MAS											Liquor BS - Cash					210,158.55
APP	5400-1010	02/16/2024	20240216	MAS											EdinPrk BS - Cash					8,476.34
APP	5700-1010	02/16/2024	20240216	MAS											Cent Lk BS - Cash					319.09
APP	5500-1010	02/16/2024	20240216	MAS											Arena BS - Cash					15,629.03
APP	59005910-1010	02/16/2024	20240216	MAS											Sew BS - Cash					747.74
APP	59005920-1010	02/16/2024	20240216	MAS											Stm BS - Cash					204.60
APP	6100-1010	02/16/2024	20240216	MAS											Equ Op BS - Cash					6,607.02
APP	2500-1010	02/16/2024	20240216	MAS											CAS Balsh - Cash					71,790.89
APP	7100-1010	02/16/2024	20240216	MAS											PSTF BS - Cash					3,628.36
APP	6000-1010	02/16/2024	20240216	MAS											Rsk Mg BS - Cash					2,301.46
APP	5600-1010	02/16/2024	20240216	MAS											Field BS - Cash					38,301.95
APP	52005210-1010	02/16/2024	20240216	MAS											Dome BS - Cash					396.28
APP	7200-1010	02/16/2024	20240216	MAS											MNTF1 BS - Cash					14,893.01
APP	4200-1010	02/16/2024	20240216	MAS											EquRep BS - Cash					1,190.00

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT		EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC
APP	21002100-1010		02/16/2024	20240216	MAS					E911 BS - Cash	2,556.03
APP	26126109-1010		02/16/2024	20240216	MAS					44 & F TIF - Cash	104,798.25
APP	4400-1010		02/16/2024	20240216	MAS					PIR CP BS - Cash	203,880.76
APP	9000-1010		02/16/2024	20240216	MAS					Payroll BS - Cash	6,772.00
SYSTEM GENERATED ENTRIES TOTAL										1,269,102.78	1,269,102.78
JOURNAL 2024/02/624 TOTAL										2,538,205.56	2,538,205.56

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF	DATE	ACCOUNT	DESCRIPTION	DEBIT	CREDIT
	ACCOUNT										
1000	General		2024	2	624	02/16/2024					
	1000-1010							GF Bal Sh - Cash			176,661.72
	1000-2010							GF Bal Sh - Accts Pay	176,661.72		
								TOTAL	176,661.72	176,661.72	
								FUND TOTAL	176,661.72	176,661.72	
2100	2100 Police SR /Emergency		2024	2	624	02/16/2024					
	21002100-1010							E911 BS - Cash			2,556.03
	21002100-2010							E911 BS - Accts Pay	2,556.03		
								FUND TOTAL	2,556.03	2,556.03	
2500	Conservation & Sustainability		2024	2	624	02/16/2024					
	2500-1010							CAS BalSh - Cash			71,790.89
	2500-2010							CAS BalSh - Accts Pay	71,790.89		
								TOTAL	71,790.89	71,790.89	
								FUND TOTAL	71,790.89	71,790.89	
2600	26109 HRA /44th and F		2024	2	624	02/16/2024					
	26126109-1010							44 & F TIF - Cash			104,798.25
	26126109-2010							44 & F TIF - Accts Pay	104,798.25		
								FUND TOTAL	104,798.25	104,798.25	
4000	Capital Projects		2024	2	624	02/16/2024					
	4000-1010							Cap Prj BS - Cash			310,989.55
	4000-2010							Cap Prj BS - Accts Pay	310,989.55		
								FUND TOTAL	310,989.55	310,989.55	
4200	Equipment Replacement		2024	2	624	02/16/2024					
	4200-1010							EquRep BS - Cash			1,190.00
	4200-2010							EquRep BS - Accts Pay	1,190.00		
								FUND TOTAL	1,190.00	1,190.00	
4400	PIR Capital Projects		2024	2	624	02/16/2024					
	4400-1010							PIR CP BS - Cash			203,880.76
	4400-2010							PIR CP BS - Accts Pay	203,880.76		
								TOTAL	203,880.76	203,880.76	

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT										
								FUND TOTAL	203,880.76	203,880.76
5200 5200 Golf			2024	2	624	02/16/2024				
52005200-1010								Course BS - Cash		10,816.52
52005200-2010								Course BS - Accts Pay	10,816.52	
								5200 TOTAL	10,816.52	10,816.52
5200 5210 Golf			2024	2	624	02/16/2024				
52005210-1010								Dome BS - Cash		396.28
52005210-2010								Dome BS - Accts Pay	396.28	
								FUND TOTAL	11,212.80	11,212.80
5400 Edinborough Park			2024	2	624	02/16/2024				
5400-1010								EdinPrk BS - Cash		8,476.34
5400-2010								EdinPrk BS - Accts Pay	8,476.34	
								FUND TOTAL	8,476.34	8,476.34
5500 Braemar Arena			2024	2	624	02/16/2024				
5500-1010								Arena BS - Cash		15,629.03
5500-2010								Arena BS - Accts Pay	15,629.03	
								FUND TOTAL	15,629.03	15,629.03
5600 Braemar Field			2024	2	624	02/16/2024				
5600-1010								Field BS - Cash		38,301.95
5600-2010								Field BS - Accts Pay	38,301.95	
								FUND TOTAL	38,301.95	38,301.95
5700 Centennial Lakes			2024	2	624	02/16/2024				
5700-1010								Cent Lk BS - Cash		319.09
5700-2010								Cent Lk BS - Accts Pay	319.09	
								FUND TOTAL	319.09	319.09
5800 Liquor			2024	2	624	02/16/2024				
5800-1010								Liquor BS - Cash		210,158.55
5800-2010								Liquor BS - Accts Pay	210,158.55	
								TOTAL	210,158.55	210,158.55
								FUND TOTAL	210,158.55	210,158.55
5900 5900 Utl Fund			2024	2	624	02/16/2024				
/water										

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	ACCOUNT									
	59005900-1010							Wat BS - Cash		5,882.32
	59005900-2010							Wat BS - Accts Pay	5,882.32	
							5900	TOTAL	5,882.32	5,882.32
5900	5910	UtI Fund	/Sanitary S	2024	2	624	02/16/2024			
	59005910-1010							Sew BS - Cash		747.74
	59005910-2010							Sew BS - Accts Pay	747.74	
							5910	TOTAL	747.74	747.74
5900	5920	UtI Fund	/Storm Sewe	2024	2	624	02/16/2024			
	59005920-1010							Stm BS - Cash		204.60
	59005920-2010							Stm BS - Accts Pay	204.60	
								FUND TOTAL	6,834.66	6,834.66
6000	Risk Management			2024	2	624	02/16/2024			
	6000-1010							Rsk Mg BS - Cash		2,301.46
	6000-2010							Rsk Mg BS - Accts Pay	2,301.46	
								FUND TOTAL	2,301.46	2,301.46
6100	Equipment Operations			2024	2	624	02/16/2024			
	6100-1010							Equ Op BS - Cash		6,607.02
	6100-2010							Equ Op BS - Accts Pay	6,607.02	
								FUND TOTAL	6,607.02	6,607.02
6200	Information Technology			2024	2	624	02/16/2024			
	6200-1010							I.T. BalSh - Cash		59,682.90
	6200-2010							I.T. BalSh - Accts Pay	59,682.90	
								FUND TOTAL	59,682.90	59,682.90
6300	Facilities Management			2024	2	624	02/16/2024			
	6300-1010							FacMgmt BS - Cash		12,418.41
	6300-2010							FacMgmt BS - Accts Pay	12,418.41	
								FUND TOTAL	12,418.41	12,418.41
7100	PS Training Facility			2024	2	624	02/16/2024			
	7100-1010							PSTF BS - Cash		3,628.36
	7100-2010							PSTF BS - Accts Pay	3,628.36	
								FUND TOTAL	3,628.36	3,628.36

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF	DATE	ACCOUNT	DESCRIPTION	DEBIT	CREDIT
	ACCOUNT										
7200	MN Task Force 1		2024	2	624	02/16/2024					
	7200-1010							MNTF1 BS - Cash			14,893.01
	7200-2010							MNTF1 BS - Accts Pay	14,893.01		
								FUND TOTAL	14,893.01	14,893.01	
9000	Payroll		2024	2	624	02/16/2024					
	9000-1010							Payroll BS - Cash			6,772.00
	9000-2010							Payroll BS - Accts Pay	6,772.00		
								FUND TOTAL	6,772.00	6,772.00	
9999	Pooled Cash Fund		2024	2	624	02/16/2024					
	9999-1012							Control BS - CashAP			1,269,102.78
	9999-2099							Control BS - PoolCashL	1,269,102.78		
								FUND TOTAL	1,269,102.78	1,269,102.78	

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
1000 General			81,117.10
2500 Conservation & Sustainability			4,013.00
2600 Housing & Redvlpmt Authority			93,750.00
2600 Housing & Redvlpmt Authority			3,625.00
2600 Housing & Redvlpmt Authority			33,061.28
4000 Capital Projects			130,154.82
5100 Art Center			869.98
5200 Braemar Golf Course			7,979.08
5200 Braemar Golf Course			7,548.77
5400 Edinborough Park			25,962.22
5500 Braemar Arena			6,471.10
5600 Braemar Field			432.00
5800 Liquor			179,566.59
5900 Utility Fund			22,134.59
5900 Utility Fund			21,330.00
5900 Utility Fund			46,939.98
5900 Utility Fund			58,959.51
6000 Risk Management			11,855.78
6100 Equipment Operations			21,620.99
6200 Information Technology			2,431.34
6300 Facilities Management			4,556.20
7100 PS Training Facility			2,590.00
7200 MN Task Force 1			341.25
9999 Pooled Cash Fund		767,310.58	
TOTAL		767,310.58	767,310.58

** END OF REPORT - Generated by Mallory Schauer **

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
200	02/15/2024	WIRE	146781 MN DEED - BROWNFIELDS AND REDEVEL	#6, #7, & #8	02/06/2024		WIRE_001	93,750.00
					CHECK	200	TOTAL:	93,750.00
492854	02/23/2024	PRTD	129458 ACME ELECTRIC MOTOR INC	12324394	01/23/2024		20240223	94.08
			ACME ELECTRIC MOTOR INC	12329098	01/24/2024		20240223	108.82
			ACME ELECTRIC MOTOR INC	12329292	01/24/2024		20240223	267.81
					CHECK	492854	TOTAL:	470.71
492855	02/23/2024	PRTD	135922 ACUSHNET COMPANY	917168622	01/25/2024		20240223	91.27
			ACUSHNET COMPANY	917162633	01/24/2024		20240223	55.00
			ACUSHNET COMPANY	917198126	02/01/2024		20240223	106.00
					CHECK	492855	TOTAL:	252.27
492856	02/23/2024	PRTD	160802 AEON	TIF: 2/3/24	02/02/2024		20240223	33,061.28
					CHECK	492856	TOTAL:	33,061.28
492857	02/23/2024	PRTD	160095 AM CRAFT SPIRITS SALES & MARKETIN	18340	01/30/2024		20240223	68.70
			AM CRAFT SPIRITS SALES & MARKETIN	18403	02/06/2024		20240223	125.25
					CHECK	492857	TOTAL:	193.95
492858	02/23/2024	PRTD	141960 AMAZON CAPITAL SERVICES	1KXG-NKDX-4K63	01/23/2024		20240223	18.52
			AMAZON CAPITAL SERVICES	1PDH-HQ1M-9YV6	01/24/2024		20240223	44.95
			AMAZON CAPITAL SERVICES	1PKJ-XM6R-9G4H	01/24/2024		20240223	27.97
			AMAZON CAPITAL SERVICES	1KXG-NKDX-CP9G	01/24/2024		20240223	25.99
			AMAZON CAPITAL SERVICES	1MM6-RRQ6-FHRM	01/24/2024		20240223	59.80
			AMAZON CAPITAL SERVICES	1VWL-VGFV-JK1V	01/25/2024		20240223	119.98
			AMAZON CAPITAL SERVICES	1RLW-N1RT-M6CT	01/25/2024		20240223	7.79
			AMAZON CAPITAL SERVICES	13KK-V139-M3XD	01/25/2024		20240223	703.02
			AMAZON CAPITAL SERVICES	1VWL-VGFV-TJ34	01/26/2024		20240223	69.80

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			AMAZON CAPITAL SERVICES	1PGM-LMTP-QHVH	01/26/2024	20240223	44.98
			AMAZON CAPITAL SERVICES	1MM6-RRQ6-XTHQ	01/26/2024	20240223	38.36
			AMAZON CAPITAL SERVICES	171Y-G69F-WV99	01/26/2024	20240223	179.97
			AMAZON CAPITAL SERVICES	1PKJ-XM6R-WRMN	01/27/2024	20240223	256.25
			AMAZON CAPITAL SERVICES	1XVG-1PXV-XVG7	01/27/2024	20240223	141.42
			AMAZON CAPITAL SERVICES	13DC-VRWC-1YT3	01/27/2024	20240223	614.90
			AMAZON CAPITAL SERVICES	17KM-1X4P-3H3W	01/27/2024	20240223	93.01
			AMAZON CAPITAL SERVICES	1TX1-QH1F-9LGH	01/28/2024	20240223	41.41
			AMAZON CAPITAL SERVICES	1L9G-PW6R-9MXL	01/28/2024	20240223	31.98
			AMAZON CAPITAL SERVICES	1J7M-GRQK-FKX6	01/29/2024	20240223	1,286.50
			AMAZON CAPITAL SERVICES	19LX-Q734-F9RL	01/29/2024	20240223	181.80
			AMAZON CAPITAL SERVICES	1CWX-T66Q-FLQP	01/29/2024	20240223	238.26
			AMAZON CAPITAL SERVICES	1FGK-W6W9-1TYR	01/29/2024	20240223	13.59
			AMAZON CAPITAL SERVICES	1LK3-4QV7-1KY7	01/29/2024	20240223	111.87
			AMAZON CAPITAL SERVICES	1KWV-3XYH-1Q9G	01/29/2024	20240223	363.54
			AMAZON CAPITAL SERVICES	1H7V-Q361-37HM	01/29/2024	20240223	11.99
					CHECK	492858 TOTAL:	4,727.65
492859	02/23/2024	PRTD	160792 APPLE SHAKOPEE MOTORS INC	146560	01/29/2024	20240223	670.95
					CHECK	492859 TOTAL:	670.95
492860	02/23/2024	PRTD	151441 ARAMARK UNIFORM AND CAREER APPEAL	2500391669	01/23/2024	20240223	253.91
			ARAMARK UNIFORM AND CAREER APPEAL	2500391682	01/23/2024	20240223	147.36
					CHECK	492860 TOTAL:	401.27
492861	02/23/2024	PRTD	151756 ARBEITER BREWING COMPANY LLC	1348	02/02/2024	20240223	282.00
			ARBEITER BREWING COMPANY LLC	1360	02/08/2024	20240223	156.00

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			CHECK	492861	TOTAL:	438.00
492862	02/23/2024	PRTD 119206 AZTECA SYSTEMS HOLDINGS LLC	INV7839	12/12/2023	22400006 20240223	37,080.00
			CHECK	492862	TOTAL:	37,080.00
492863	02/23/2024	PRTD 100643 BARR ENGINEERING CO	23271869.03 - 11	01/25/2024	20240223	346.50
		BARR ENGINEERING CO	23271898.01 - 19	01/23/2024	20240223	8,955.00
		BARR ENGINEERING CO	23270354.23-12	01/29/2024	20240223	8,802.00
		BARR ENGINEERING CO	23271869.01 - 22	01/29/2024	20240223	8,559.00
		BARR ENGINEERING CO	23272028.00 - 4	01/29/2024	20240223	15,156.00
			CHECK	492863	TOTAL:	41,818.50
492864	02/23/2024	PRTD 151171 7TH STREET BEER COMPANY	3968	02/07/2024	20240223	168.00
		7TH STREET BEER COMPANY	3974	02/07/2024	20240223	140.00
			CHECK	492864	TOTAL:	308.00
492865	02/23/2024	PRTD 101355 BELLBOY CORPORATION	0202430800	02/01/2024	20240223	662.38
		BELLBOY CORPORATION	0107938400	02/01/2024	20240223	46.11
		BELLBOY CORPORATION	0202502700	02/08/2024	20240223	624.25
		BELLBOY CORPORATION	0202502600	02/08/2024	20240223	1,135.93
		BELLBOY CORPORATION	0107964600	02/08/2024	20240223	26.67
		BELLBOY CORPORATION	0202507700	02/08/2024	20240223	1,602.90
		BELLBOY CORPORATION	0202552100	02/08/2024	20240223	181.65
		BELLBOY CORPORATION	0202507100	02/08/2024	20240223	191.30
		BELLBOY CORPORATION	0202507900	02/08/2024	20240223	408.95
		BELLBOY CORPORATION	0202506500	02/08/2024	20240223	692.13
			CHECK	492865	TOTAL:	5,572.27

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492866	02/23/2024	PRTD	141961 MIDAMERICAN ENERGY SERVICES LLC	11991832	01/23/2024		20240223	2,499.57
					CHECK		492866 TOTAL:	2,499.57
492867	02/23/2024	PRTD	160714 BLUE NET INC	60315	01/24/2024		20240223	2,297.00
					CHECK		492867 TOTAL:	2,297.00
492868	02/23/2024	PRTD	104347 BLUUM OF MINNESOTA LLC	960718	01/24/2024		20240223	249.00
					CHECK		492868 TOTAL:	249.00
492869	02/23/2024	PRTD	130602 BOOM ISLAND BREWING COMPANY LLC	1161	02/08/2024		20240223	372.00
			BOOM ISLAND BREWING COMPANY LLC	1158	02/08/2024		20240223	242.00
			BOOM ISLAND BREWING COMPANY LLC	1159	02/08/2024		20240223	84.00
					CHECK		492869 TOTAL:	698.00
492870	02/23/2024	PRTD	101010 BORDER STATES INDUSTRIES INC	927762365	01/29/2024		20240223	1,454.50
					CHECK		492870 TOTAL:	1,454.50
492871	02/23/2024	PRTD	105367 BOUND TREE MEDICAL LLC	85227275	01/24/2024		20240223	683.09
			BOUND TREE MEDICAL LLC	85228827	01/25/2024		20240223	145.08
			BOUND TREE MEDICAL LLC	85231739	01/29/2024		20240223	59.85
					CHECK		492871 TOTAL:	888.02
492872	02/23/2024	PRTD	119351 BOURGET IMPORTS	203821	01/31/2024		20240223	498.80
					CHECK		492872 TOTAL:	498.80
492873	02/23/2024	PRTD	117040 BOYER FORD TRUCKS INC	098P5913	01/29/2024		20240223	112.75
					CHECK		492873 TOTAL:	112.75
492874	02/23/2024	PRTD	124291 BREAKTHRU BEVERAGE MINNESOTA WINE	114170476	01/31/2024		20240223	7,196.56
			BREAKTHRU BEVERAGE MINNESOTA WINE	114170493	01/31/2024		20240223	458.30

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BREAKTHRU BEVERAGE MINNESOTA WINE	114170496	01/31/2024	20240223	868.25
BREAKTHRU BEVERAGE MINNESOTA WINE	114277571	02/07/2024	20240223	288.30
BREAKTHRU BEVERAGE MINNESOTA WINE	114277570	02/07/2024	20240223	97.15
BREAKTHRU BEVERAGE MINNESOTA WINE	114277572	02/07/2024	20240223	181.15
BREAKTHRU BEVERAGE MINNESOTA WINE	114276360	02/07/2024	20240223	4,853.43
BREAKTHRU BEVERAGE MINNESOTA WINE	114277549	02/07/2024	20240223	121.30
BREAKTHRU BEVERAGE MINNESOTA WINE	114277550	02/07/2024	20240223	89.15
BREAKTHRU BEVERAGE MINNESOTA WINE	114277566	02/07/2024	20240223	102.30
BREAKTHRU BEVERAGE MINNESOTA WINE	114277568	02/07/2024	20240223	231.50
BREAKTHRU BEVERAGE MINNESOTA WINE	114277551	02/07/2024	20240223	1,073.20
BREAKTHRU BEVERAGE MINNESOTA WINE	114277569	02/07/2024	20240223	1,028.05
BREAKTHRU BEVERAGE MINNESOTA WINE	114277567	02/07/2024	20240223	2,118.22

CHECK 492874 TOTAL: 18,706.86

492875 02/23/2024 PRTD 124529 BREAKTHRU BEVERAGE MINNESOTA BEER	114048870	01/23/2024	20240223	7,568.85
BREAKTHRU BEVERAGE MINNESOTA BEER	114145813	01/30/2024	20240223	188.00
BREAKTHRU BEVERAGE MINNESOTA BEER	114048880	01/23/2024	20240223	8,620.85
BREAKTHRU BEVERAGE MINNESOTA BEER	114145815	01/30/2024	20240223	60.00
BREAKTHRU BEVERAGE MINNESOTA BEER	114144351	01/30/2024	20240223	994.70
BREAKTHRU BEVERAGE MINNESOTA BEER	114145814	01/30/2024	20240223	302.40
BREAKTHRU BEVERAGE MINNESOTA BEER	114247819	02/06/2024	20240223	2,670.15
BREAKTHRU BEVERAGE MINNESOTA BEER	411901201	01/23/2024	20240223	-12.40
BREAKTHRU BEVERAGE MINNESOTA BEER	114251713	02/06/2024	20240223	359.50
BREAKTHRU BEVERAGE MINNESOTA BEER	114248093	02/06/2024	20240223	8,909.35
BREAKTHRU BEVERAGE MINNESOTA BEER	411818736	02/06/2024	20240223	-5.38
BREAKTHRU BEVERAGE MINNESOTA BEER	411859338	02/06/2024	20240223	-520.00

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		BREAKTHRU BEVERAGE MINNESOTA BEER	411880621	02/06/2024		20240223	-20.00
		BREAKTHRU BEVERAGE MINNESOTA BEER	411901200	02/06/2024		20240223	-480.00
		BREAKTHRU BEVERAGE MINNESOTA BEER	411901202	02/06/2024		20240223	-164.00
		BREAKTHRU BEVERAGE MINNESOTA BEER	114250440	02/06/2024		20240223	5,560.15
		CHECK		492875	TOTAL:		34,032.17
492876	02/23/2024	PRTD 100648 BERTELSON BROTHERS INC	WO-1279257-1	01/17/2024		20240223	292.79
		BERTELSON BROTHERS INC	WO-1281138-1	01/29/2024		20240223	54.56
		CHECK		492876	TOTAL:		347.35
492877	02/23/2024	PRTD 119455 CAPITOL BEVERAGE SALES LP	2939290	01/24/2024		20240223	5,141.20
		CAPITOL BEVERAGE SALES LP	2942888	01/30/2024		20240223	-25.31
		CAPITOL BEVERAGE SALES LP	2942892	02/02/2024		20240223	466.20
		CAPITOL BEVERAGE SALES LP	2942889	02/02/2024		20240223	160.00
		CAPITOL BEVERAGE SALES LP	2942891	02/02/2024		20240223	61.50
		CAPITOL BEVERAGE SALES LP	2945600	02/08/2024		20240223	297.50
		CAPITOL BEVERAGE SALES LP	2945599	02/08/2024		20240223	68.00
		CAPITOL BEVERAGE SALES LP	2944637	02/07/2024		20240223	-82.95
		CAPITOL BEVERAGE SALES LP	2945602	02/09/2024		20240223	311.30
		CAPITOL BEVERAGE SALES LP	2945591	02/09/2024		20240223	248.00
		CAPITOL BEVERAGE SALES LP	2945601	02/09/2024		20240223	207.75
		CHECK		492877	TOTAL:		6,853.19
492878	02/23/2024	PRTD 160520 CAREFREE AQUARIUM SERVICES LLC	28123	01/25/2024		20240223	177.00
		CHECK		492878	TOTAL:		177.00
492879	02/23/2024	PRTD 103300 CENTER FOR ENERGY AND ENVIRONMENT	23848	01/09/2024		20240223	3,613.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK 492879 TOTAL:	3,613.00
492880	02/23/2024	PRTD	160938	GOOD NAME HOSPITALITY INC	592178	01/29/2024	20240223	950.00
							CHECK 492880 TOTAL:	950.00
492881	02/23/2024	PRTD	142028	CINTAS CORPORATION	4181366734	01/25/2024	20240223	76.10
				CINTAS CORPORATION	4181574849	01/29/2024	20240223	66.16
							CHECK 492881 TOTAL:	142.26
492882	02/23/2024	PRTD	146213	CITY OF ST LOUIS PARK	SLPFD-02/24	02/08/2024	20240223	229.38
							CHECK 492882 TOTAL:	229.38
492883	02/23/2024	PRTD	146472	CITY WIDE MAINTENANCE OF MN	42009010303	01/23/2024	20240223	2,000.00
				CITY WIDE MAINTENANCE OF MN	42009010304	01/23/2024	20240223	3,054.00
							CHECK 492883 TOTAL:	5,054.00
492884	02/23/2024	PRTD	102165	ROGER CLEVELAND GOLF CO. INC	7785671	01/25/2024	20240223	151.40
				ROGER CLEVELAND GOLF CO. INC	7780730	01/23/2024	20240223	148.32
				ROGER CLEVELAND GOLF CO. INC	7780731	01/23/2024	20240223	928.20
							CHECK 492884 TOTAL:	1,227.92
492885	02/23/2024	PRTD	146851	CLIFTON LARSON ALLEN LLP	L241042292	01/29/2024	20240223	2,590.00
							CHECK 492885 TOTAL:	2,590.00
492886	02/23/2024	PRTD	120433	COMCAST	0023973-02/24	02/03/2024	20240223	9.24
							CHECK 492886 TOTAL:	9.24
492887	02/23/2024	PRTD	104928	SMITH CONSTRUCTION SERVICES INC	2411	01/26/2024	20240223	342.83
							CHECK 492887 TOTAL:	342.83

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				INVOICE	INV DATE	PO	CHECK RUN	NET
492888	02/23/2024	PRTD	100012 CORE & MAIN	U271917	01/26/2024		20240223	1,066.48
						CHECK	492888 TOTAL:	1,066.48
492889	02/23/2024	PRTD	142772 CREATIVE ARCADE	1972	01/24/2024		20240223	7,000.00
						CHECK	492889 TOTAL:	7,000.00
492890	02/23/2024	PRTD	133169 DAIKIN APPLIED	3431353	01/29/2024		20240223	4,556.80
			DAIKIN APPLIED	3430640	01/23/2024		20240223	3,654.63
			DAIKIN APPLIED	3430608	01/23/2024		20240223	2,962.00
						CHECK	492890 TOTAL:	11,173.43
492891	02/23/2024	PRTD	160780 DANGEROUS MAN BREWING CO LLC	IN-2657	02/08/2024		20240223	166.00
						CHECK	492891 TOTAL:	166.00
492892	02/23/2024	PRTD	140923 WILLEY, LANE J	24EP0010	02/14/2024		20240223	150.00
						CHECK	492892 TOTAL:	150.00
492893	02/23/2024	PRTD	160060 DOMACE VINO LLC	27661	02/07/2024		20240223	1,095.00
			DOMACE VINO LLC	27662	02/07/2024		20240223	897.00
						CHECK	492893 TOTAL:	1,992.00
492894	02/23/2024	PRTD	160118 ECCO USA, INC	202671709	01/04/2024		20240223	86.00
						CHECK	492894 TOTAL:	86.00
492895	02/23/2024	PRTD	132810 ECM PUBLISHERS INC	982256	01/25/2024		20240223	191.42
						CHECK	492895 TOTAL:	191.42
492896	02/23/2024	PRTD	101630 EDINA PUBLIC SCHOOLS	163289	01/31/2024		20240223	334.00
			EDINA PUBLIC SCHOOLS	163290	01/31/2024		20240223	592.00
			EDINA PUBLIC SCHOOLS	Elections 2023	12/31/2023		20240223	1,648.80

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						CHECK	492896 TOTAL :	2,574.80
492897	02/23/2024	PRTD	101630	EDINA COMMUNITY EDUCATION	161834	02/01/2024	20240223	276.00
				EDINA COMMUNITY EDUCATION	161836	02/01/2024	20240223	444.00
				EDINA COMMUNITY EDUCATION	161837	02/01/2024	20240223	431.61
						CHECK	492897 TOTAL :	1,151.61
492898	02/23/2024	PRTD	103594	EDINALARM INC	101050	02/01/2024	20240223	448.88
				EDINALARM INC	101067	02/01/2024	20240223	354.88
						CHECK	492898 TOTAL :	803.76
492899	02/23/2024	PRTD	104733	EMERGENCY MEDICAL PRODUCTS INC	2612666	01/24/2024	20240223	1,831.68
						CHECK	492899 TOTAL :	1,831.68
492900	02/23/2024	PRTD	100146	ELLIOTT AUTO SUPPLY CO, INC	229-006162	01/24/2024	20240223	56.80
				ELLIOTT AUTO SUPPLY CO, INC	69-513811	01/24/2024	20240223	201.64
				ELLIOTT AUTO SUPPLY CO, INC	1-9373075	01/24/2024	20240223	80.72
				ELLIOTT AUTO SUPPLY CO, INC	1-9374284	01/24/2024	20240223	131.25
				ELLIOTT AUTO SUPPLY CO, INC	69-513874	01/24/2024	20240223	7.04
				ELLIOTT AUTO SUPPLY CO, INC	1-9379855	01/26/2024	20240223	78.64
				ELLIOTT AUTO SUPPLY CO, INC	1-9379882	01/26/2024	20240223	39.92
				ELLIOTT AUTO SUPPLY CO, INC	1-9384824	01/29/2024	20240223	35.39
				ELLIOTT AUTO SUPPLY CO, INC	1-9384955	01/29/2024	20240223	18.32
				ELLIOTT AUTO SUPPLY CO, INC	229-006318	01/26/2024	20240223	22.84
						CHECK	492900 TOTAL :	672.56
492901	02/23/2024	PRTD	147181	FALLING BREWERY - BERGMAN LEDGE L E-13134		02/01/2024	20240223	201.00
				FALLING BREWERY - BERGMAN LEDGE L E-13175		02/08/2024	20240223	303.00

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FALLING BREWERY - BERGMAN LEDGE L E-13181			02/08/2024		20240223	201.00
			CHECK	492901	TOTAL:	705.00
492902	02/23/2024 PRTD 141837	DAIOHS USA INC 014794	01/23/2024		20240223	542.50
		DAIOHS USA INC 014842	01/24/2024		20240223	838.27
			CHECK	492902	TOTAL:	1,380.77
492903	02/23/2024 PRTD 105066	FITTING REFLECTIONS LLC 3375	01/24/2024		20240223	665.00
			CHECK	492903	TOTAL:	665.00
492904	02/23/2024 PRTD 160289	GOLF COMPETE INC 02-2024-2931	02/01/2024		20240223	1,655.01
			CHECK	492904	TOTAL:	1,655.01
492905	02/23/2024 PRTD 127497	GALLAGHER BENEFIT SERVICES INC 304898	01/29/2024		20240223	400.00
			CHECK	492905	TOTAL:	400.00
492906	02/23/2024 PRTD 102456	GALLS PARENT HOLDINGS LLC 026886364	01/24/2024		20240223	80.46
		GALLS PARENT HOLDINGS LLC 026886365	01/24/2024		20240223	73.87
		GALLS PARENT HOLDINGS LLC 026886372	01/24/2024		20240223	8.00
		GALLS PARENT HOLDINGS LLC 026886382	01/24/2024		20240223	43.01
		GALLS PARENT HOLDINGS LLC 026897829	01/25/2024		20240223	30.48
		GALLS PARENT HOLDINGS LLC 026897832	01/25/2024		20240223	40.00
		GALLS PARENT HOLDINGS LLC 026897844	01/25/2024		20240223	179.99
		GALLS PARENT HOLDINGS LLC 026897850	01/25/2024		20240223	24.01
		GALLS PARENT HOLDINGS LLC 026897874	01/25/2024		20240223	16.54
		GALLS PARENT HOLDINGS LLC 026900729	01/25/2024		20240223	2,065.00
			CHECK	492906	TOTAL:	2,561.36

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		INVOICE	INV DATE	PO	CHECK RUN	NET
492907	02/23/2024	PRTD 160943 GIESENBRAU BIER CO	20849	02/08/2024	20240223	369.00
		GIESENBRAU BIER CO	20848	02/08/2024	20240223	340.00
		GIESENBRAU BIER CO	20850	02/08/2024	20240223	230.00
			CHECK	492907	TOTAL:	939.00
492908	02/23/2024	PRTD 143454 GLEASON ENTERPRISES LLC	93368	12/31/2023	20240223	6,641.23
			CHECK	492908	TOTAL:	6,641.23
492909	02/23/2024	PRTD 101103 WW GRAINGER	9973226609	01/24/2024	20240223	52.48
		WW GRAINGER	9973226617	01/24/2024	20240223	231.60
			CHECK	492909	TOTAL:	284.08
492910	02/23/2024	PRTD 151168 HAMMER SPORTS LLC	4163	01/28/2024	20240223	372.00
			CHECK	492910	TOTAL:	372.00
492911	02/23/2024	PRTD 143563 HEADFLYER BREWING	E-5615	02/02/2024	20240223	126.00
			CHECK	492911	TOTAL:	126.00
492912	02/23/2024	PRTD 103085 HENNEPIN COUNTY ACCOUNTING SERVIC 1000218899		02/01/2024	20240223	58.00
			CHECK	492912	TOTAL:	58.00
492913	02/23/2024	PRTD 103085 HENNEPIN COUNTY ACCOUNTING SERVIC 1000218774		02/06/2024	20240223	2,027.94
			CHECK	492913	TOTAL:	2,027.94
492914	02/23/2024	PRTD 104375 HOHENSTEINS INC	685012	01/30/2024	20240223	876.75
		HOHENSTEINS INC	685008	01/30/2024	20240223	198.00
		HOHENSTEINS INC	687072	02/06/2024	20240223	207.00
		HOHENSTEINS INC	687073	02/06/2024	20240223	105.00
		HOHENSTEINS INC	687111	02/07/2024	20240223	1,162.50

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	HOHENSTEINS INC	687507	02/07/2024		20240223	72.00
	HOHENSTEINS INC	687094	02/06/2024		20240223	945.00
	HOHENSTEINS INC	687095	02/06/2024		20240223	600.00
	HOHENSTEINS INC	687093	02/06/2024		20240223	56.00
	HOHENSTEINS INC	687087	02/06/2024		20240223	2,418.15
	HOHENSTEINS INC	687085	02/06/2024		20240223	-105.00
			CHECK	492914	TOTAL:	6,535.40
492915	02/23/2024 PRTD 100417 HORIZON CHEMICAL CO	INV62101	01/23/2024		20240223	807.85
			CHECK	492915	TOTAL:	807.85
492916	02/23/2024 PRTD 116680 HP INC	9018214885	01/27/2024		20240223	1,487.16
			CHECK	492916	TOTAL:	1,487.16
492917	02/23/2024 PRTD 160239 HUEBSCH LAUNDRY CO	20290420	01/29/2024		20240223	214.49
			CHECK	492917	TOTAL:	214.49
492918	02/23/2024 PRTD 160628 HYDRA POWER HYDRAULICS	26778	01/29/2024		20240223	620.97
			CHECK	492918	TOTAL:	620.97
492919	02/23/2024 PRTD 146427 LUCID BREWING LLC	17748	01/31/2024		20240223	126.00
	LUCID BREWING LLC	17780	02/07/2024		20240223	144.00
			CHECK	492919	TOTAL:	270.00
492920	02/23/2024 PRTD 160653 INSIGHT BREWING COMPANY LLC	11286	02/07/2024		20240223	190.00
	INSIGHT BREWING COMPANY LLC	11287	02/07/2024		20240223	117.00
			CHECK	492920	TOTAL:	307.00
492921	02/23/2024 PRTD 150898 INVICTUS BREWING INC	8162	02/07/2024		20240223	150.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
					CHECK	492921	TOTAL:	150.00
492922	02/23/2024	PRTD	100828	JERRY'S ENTERPRISES INC	Utilities-01/2024	01/25/2024	20240223	138.10
				JERRY'S ENTERPRISES INC	FACILITIES-01/2024	01/25/2024	20240223	68.39
				JERRY'S ENTERPRISES INC	Streets 01/2024	01/25/2024	20240223	128.99
				JERRY'S ENTERPRISES INC	ELEC-01/2024	01/25/2024	20240223	12.57
				JERRY'S ENTERPRISES INC	EQUIP OPS-01/2024	01/25/2024	20240223	2.69
				JERRY'S ENTERPRISES INC	PARKS-01/2024	01/25/2024	20240223	210.45
				JERRY'S ENTERPRISES INC	FIRE-01/2024	01/25/2024	20240223	565.75
				JERRY'S ENTERPRISES INC	GOLF-01/2024	01/25/2024	20240223	92.64
					CHECK	492922	TOTAL:	1,219.58
492923	02/23/2024	PRTD	100835	ARTISAN BEER COMPANY	3657587	02/01/2024	20240223	215.50
				ARTISAN BEER COMPANY	3657585	02/01/2024	20240223	549.10
				ARTISAN BEER COMPANY	3657586	02/01/2024	20240223	135.20
				ARTISAN BEER COMPANY	3659098	02/08/2024	20240223	422.75
				ARTISAN BEER COMPANY	382792	01/26/2024	20240223	-79.96
				ARTISAN BEER COMPANY	3659099	02/08/2024	20240223	107.65
				ARTISAN BEER COMPANY	3659100	02/08/2024	20240223	1,151.25
				ARTISAN BEER COMPANY	3659101	02/08/2024	20240223	705.80
				ARTISAN BEER COMPANY	3659102	02/08/2024	20240223	928.68
					CHECK	492923	TOTAL:	4,135.97
492924	02/23/2024	PRTD	100835	PHILLIPS WINE & SPIRITS	508231	09/08/2023	20240223	-9.00
				PHILLIPS WINE & SPIRITS	6731990	02/01/2024	20240223	272.40
				PHILLIPS WINE & SPIRITS	6731989	02/01/2024	20240223	772.65
				PHILLIPS WINE & SPIRITS	6731988	02/01/2024	20240223	984.52
				PHILLIPS WINE & SPIRITS	6735359	02/08/2024	20240223	591.00

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			PHILLIPS WINE & SPIRITS	6735358	02/08/2024	20240223	280.05
			PHILLIPS WINE & SPIRITS	517704	02/08/2024	20240223	-4.76
			PHILLIPS WINE & SPIRITS	6735364	02/08/2024	20240223	1,182.45
			PHILLIPS WINE & SPIRITS	6735360	02/08/2024	20240223	788.35
			PHILLIPS WINE & SPIRITS	6735362	02/08/2024	20240223	1,302.95
			PHILLIPS WINE & SPIRITS	6735363	02/08/2024	20240223	454.00
			PHILLIPS WINE & SPIRITS	6735365	02/08/2024	20240223	225.80
			PHILLIPS WINE & SPIRITS	6735361	02/08/2024	20240223	543.35
					CHECK	492924 TOTAL:	7,383.76
492925	02/23/2024	PRTD 100835	WINE MERCHANTS	7460429	02/01/2024	20240223	51.40
			WINE MERCHANTS	7460427	02/01/2024	20240223	1,001.62
			WINE MERCHANTS	7461209	02/08/2024	20240223	69.40
			WINE MERCHANTS	7461208	02/08/2024	20240223	249.40
			WINE MERCHANTS	753062	02/08/2024	20240223	-149.09
			WINE MERCHANTS	7461210	02/08/2024	20240223	330.80
			WINE MERCHANTS	7461211	02/08/2024	20240223	797.60
					CHECK	492925 TOTAL:	2,351.13
492926	02/23/2024	PRTD 100835	JOHNSON BROTHERS LIQUOR CO	2475583	02/02/2024	20240223	2,003.83
			JOHNSON BROTHERS LIQUOR CO	2476693	02/02/2024	20240223	922.75
			JOHNSON BROTHERS LIQUOR CO	283382	01/13/2024	20240223	-24.84
			JOHNSON BROTHERS LIQUOR CO	2475578	02/01/2024	20240223	466.46
			JOHNSON BROTHERS LIQUOR CO	2475573	02/01/2024	20240223	222.29
			JOHNSON BROTHERS LIQUOR CO	2475588	02/01/2024	20240223	427.00
			JOHNSON BROTHERS LIQUOR CO	2475587	02/01/2024	20240223	374.00
			JOHNSON BROTHERS LIQUOR CO	2475589	02/01/2024	20240223	110.80

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JOHNSON BROTHERS LIQUOR CO	2476694	02/02/2024	20240223	1,258.65
JOHNSON BROTHERS LIQUOR CO	2475572	02/01/2024	20240223	81.40
JOHNSON BROTHERS LIQUOR CO	2475598	02/01/2024	20240223	81.40
JOHNSON BROTHERS LIQUOR CO	2475570	02/01/2024	20240223	31.40
JOHNSON BROTHERS LIQUOR CO	2475586	02/01/2024	20240223	33.40
JOHNSON BROTHERS LIQUOR CO	2479753	02/08/2024	20240223	693.60
JOHNSON BROTHERS LIQUOR CO	2479744	02/08/2024	20240223	105.40
JOHNSON BROTHERS LIQUOR CO	2479752	02/08/2024	20240223	221.60
JOHNSON BROTHERS LIQUOR CO	2479751	02/08/2024	20240223	299.50
JOHNSON BROTHERS LIQUOR CO	2479750	02/08/2024	20240223	509.00
JOHNSON BROTHERS LIQUOR CO	2479743	02/08/2024	20240223	122.90
JOHNSON BROTHERS LIQUOR CO	2479738	02/08/2024	20240223	545.60
JOHNSON BROTHERS LIQUOR CO	2479728	02/08/2024	20240223	1,496.75
JOHNSON BROTHERS LIQUOR CO	2479733	02/08/2024	20240223	624.96
JOHNSON BROTHERS LIQUOR CO	278692	02/06/2024	20240223	-64.00
JOHNSON BROTHERS LIQUOR CO	267087	02/06/2024	20240223	-17.68
JOHNSON BROTHERS LIQUOR CO	276791	02/06/2024	20240223	-13.33
JOHNSON BROTHERS LIQUOR CO	276792	02/06/2024	20240223	-43.02
JOHNSON BROTHERS LIQUOR CO	2479731	02/08/2024	20240223	38.40
JOHNSON BROTHERS LIQUOR CO	2479730	02/08/2024	20240223	1,445.50
JOHNSON BROTHERS LIQUOR CO	2479737	02/08/2024	20240223	1,290.90
JOHNSON BROTHERS LIQUOR CO	2479740	02/08/2024	20240223	1,638.20
JOHNSON BROTHERS LIQUOR CO	2479741	02/08/2024	20240223	1,041.80
JOHNSON BROTHERS LIQUOR CO	2479758	02/08/2024	20240223	599.00
JOHNSON BROTHERS LIQUOR CO	2479759	02/08/2024	20240223	311.60
JOHNSON BROTHERS LIQUOR CO	2479761	02/08/2024	20240223	554.00

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JOHNSON BROTHERS LIQUOR CO	2479762	02/08/2024	20240223	185.40
JOHNSON BROTHERS LIQUOR CO	2479757	02/08/2024	20240223	480.40
JOHNSON BROTHERS LIQUOR CO	2479735	02/08/2024	20240223	124.89
JOHNSON BROTHERS LIQUOR CO	2479747	02/08/2024	20240223	1,148.00
JOHNSON BROTHERS LIQUOR CO	2479746	02/08/2024	20240223	529.15
JOHNSON BROTHERS LIQUOR CO	2479736	02/08/2024	20240223	974.05
JOHNSON BROTHERS LIQUOR CO	2479748	02/08/2024	20240223	324.40
JOHNSON BROTHERS LIQUOR CO	2479749	02/08/2024	20240223	247.00
JOHNSON BROTHERS LIQUOR CO	2479739	02/08/2024	20240223	1,227.60
JOHNSON BROTHERS LIQUOR CO	2479742	02/08/2024	20240223	462.40
JOHNSON BROTHERS LIQUOR CO	2479734	02/08/2024	20240223	828.20
JOHNSON BROTHERS LIQUOR CO	2479745	02/08/2024	20240223	426.60
JOHNSON BROTHERS LIQUOR CO	2479756	02/08/2024	20240223	554.00
JOHNSON BROTHERS LIQUOR CO	2479755	02/08/2024	20240223	366.80
JOHNSON BROTHERS LIQUOR CO	2479754	02/08/2024	20240223	599.00
JOHNSON BROTHERS LIQUOR CO	2479729	02/08/2024	20240223	4,670.25
JOHNSON BROTHERS LIQUOR CO	2479760	02/08/2024	20240223	583.00
JOHNSON BROTHERS LIQUOR CO	2479732	02/08/2024	20240223	31.40

CHECK 492926 TOTAL: 31,151.76

492927 02/23/2024 PRD 118261 2ND WIND EXERCISE EQUIPMENT INC 22-042285 01/25/2024 20240223 4,863.00

CHECK 492927 TOTAL: 4,863.00

492928 02/23/2024 PRD 118261 JOHNSON FITNESS & WELLNESS 22-042284 01/29/2024 22300064 20240223 17,908.50

CHECK 492928 TOTAL: 17,908.50

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		INVOICE	INV DATE	PO	CHECK RUN	NET
492929	02/23/2024	PRTD 137525 KERNS, JOHN	24EP0014	02/14/2024	20240223	300.00
				CHECK	492929 TOTAL:	300.00
492930	02/23/2024	PRTD 124002 KIMLEY-HORN AND ASSOCIATES INC	26331104	10/31/2023	22100044 20240223	4,800.00
				CHECK	492930 TOTAL:	4,800.00
492931	02/23/2024	PRTD 130042 KULLY SUPPLY INC	633730	01/25/2024	20240223	399.30
				CHECK	492931 TOTAL:	399.30
492932	02/23/2024	PRTD 101220 LANO EQUIPMENT INC	01-1053263	01/23/2024	20240223	1,300.00
				CHECK	492932 TOTAL:	1,300.00
492933	02/23/2024	PRTD 160902 HEUER, JASON LLOYD	2834	01/24/2024	20240223	75.00
				CHECK	492933 TOTAL:	75.00
492934	02/23/2024	PRTD 100852 LAWSON PRODUCTS INC	9311245920	01/25/2024	20240223	74.63
		LAWSON PRODUCTS INC	9311249526	01/26/2024	20240223	443.68
				CHECK	492934 TOTAL:	518.31
492935	02/23/2024	PRTD 101552 LEAGUE OF MINNESOTA CITIES	22054	02/01/2024	20240223	8,539.33
		LEAGUE OF MINNESOTA CITIES	22081	02/01/2024	20240223	1,092.60
		LEAGUE OF MINNESOTA CITIES	21931	01/02/2024	20240223	133.31
		LEAGUE OF MINNESOTA CITIES	21923	01/02/2024	20240223	798.17
		LEAGUE OF MINNESOTA CITIES	21997	01/02/2024	20240223	131.59
		LEAGUE OF MINNESOTA CITIES	22001	01/02/2024	20240223	179.44
		LEAGUE OF MINNESOTA CITIES	22017	01/02/2024	20240223	179.44
		LEAGUE OF MINNESOTA CITIES	22039	01/02/2024	20240223	445.29
		LEAGUE OF MINNESOTA CITIES	21942	01/02/2024	20240223	356.61

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492935	TOTAL:	11,855.78
492936	02/23/2024	PRTD 135867 LIBATION PROJECT	67727	01/30/2024	20240223	798.06
		LIBATION PROJECT	67998	02/06/2024	20240223	756.00
		LIBATION PROJECT	67996	02/06/2024	20240223	260.08
			CHECK	492936	TOTAL:	1,814.14
492937	02/23/2024	PRTD 160548 LUCE LINE BREWING CO LLC	E-2163	02/08/2024	20240223	70.00
		LUCE LINE BREWING CO LLC	E-2164	02/08/2024	20240223	130.00
			CHECK	492937	TOTAL:	200.00
492938	02/23/2024	PRTD 141916 LUPULIN BREWING COMPANY	58491	01/30/2024	20240223	198.00
		LUPULIN BREWING COMPANY	58531	01/31/2024	20240223	295.80
		LUPULIN BREWING COMPANY	58620	02/07/2024	20240223	129.00
		LUPULIN BREWING COMPANY	58622	02/07/2024	20240223	277.00
			CHECK	492938	TOTAL:	899.80
492939	02/23/2024	PRTD 123848 LVC COMPANIES INC	132577	01/10/2024	20240223	440.00
		LVC COMPANIES INC	132598	01/19/2024	20240223	440.00
		LVC COMPANIES INC	132600	01/19/2024	20240223	440.00
		LVC COMPANIES INC	132601	01/19/2024	20240223	440.00
			CHECK	492939	TOTAL:	1,760.00
492940	02/23/2024	PRTD 134063 MANSFIELD OIL COMPANY	25019857	01/29/2024	20240223	17,570.41
			CHECK	492940	TOTAL:	17,570.41
492941	02/23/2024	PRTD 122878 MARTTI, DOROTHEA J	290	01/26/2024	20240223	165.00
			CHECK	492941	TOTAL:	165.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
492942	02/23/2024	PRTD 141215	MAVERICK WINE LLC	INV1166229	01/31/2024		20240223	264.00
			MAVERICK WINE LLC	INV1166225	02/02/2024		20240223	1,174.08
			MAVERICK WINE LLC	INV1166231	02/02/2024		20240223	1,174.08
			MAVERICK WINE LLC	INV1166233	01/31/2024		20240223	539.04
			MAVERICK WINE LLC	INV1166237	02/02/2024		20240223	119.04
			MAVERICK WINE LLC	INV1172162/1172129	02/08/2024		20240223	846.54
			MAVERICK WINE LLC	INV1173041/1172131	02/08/2024		20240223	609.00
			MAVERICK WINE LLC	INV1172140/INV11721402/08/2024			20240223	1,328.46
				CHECK	492942	TOTAL:		6,054.24
492943	02/23/2024	PRTD 146040	STRAYER, JUSTIN	IN-8191	02/07/2024		20240223	342.75
			STRAYER, JUSTIN	IN-8177	02/07/2024		20240223	175.50
				CHECK	492943	TOTAL:		518.25
492944	02/23/2024	PRTD 101483	MENARDS	97288	01/26/2024		20240223	229.59
			MENARDS	97265	01/26/2024		20240223	120.25
			MENARDS	97432	01/29/2024		20240223	34.97
				CHECK	492944	TOTAL:		384.81
492945	02/23/2024	PRTD 104650	MICRO CENTER	10012748	01/19/2024		20240223	186.95
			MICRO CENTER	10026843	01/29/2024		20240223	111.97
				CHECK	492945	TOTAL:		298.92
492946	02/23/2024	PRTD 134387	MIDWEST MAILING SYSTEMS INC	79939	04/28/2023		20240223	393.55
			MIDWEST MAILING SYSTEMS INC	79847	02/28/2023		20240223	1,209.75
			MIDWEST MAILING SYSTEMS INC	80166	09/29/2023		20240223	417.91
				CHECK	492946	TOTAL:		2,021.21

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		INVOICE	INV DATE	PO	CHECK RUN	NET
492947	02/23/2024	PRTD 116498 MINNEAPOLIS POLICE BAND	24EP0012	02/14/2024	20240223	150.00
				CHECK	492947 TOTAL:	150.00
492948	02/23/2024	PRTD 127062 MINNEHAHA BUILDING MAINTENANCE IN 180251094		12/24/2023	20240223	12.83
		MINNEHAHA BUILDING MAINTENANCE IN 180251095		12/24/2023	20240223	24.58
		MINNEHAHA BUILDING MAINTENANCE IN 180251096		12/24/2023	20240223	36.34
				CHECK	492948 TOTAL:	73.75
492949	02/23/2024	PRTD 136248 MINNESOTA EQUIPMENT INC	P12657	01/23/2024	20240223	130.59
				CHECK	492949 TOTAL:	130.59
492950	02/23/2024	PRTD 160669 MIZUNO USA INC	8283815 RI	12/07/2023	20240223	1,221.80
				CHECK	492950 TOTAL:	1,221.80
492951	02/23/2024	PRTD 140955 MODIST BREWING LLC	E-48096	02/06/2024	20240223	200.00
		MODIST BREWING LLC	E-48099	02/06/2024	20240223	251.00
		MODIST BREWING LLC	E-48098	02/06/2024	20240223	200.00
		MODIST BREWING LLC	E-48097	02/06/2024	20240223	112.00
				CHECK	492951 TOTAL:	763.00
492952	02/23/2024	PRTD 126981 MOST DEPENDABLE FOUNTAINS INC	INV76163	01/25/2024	20240223	3,690.00
				CHECK	492952 TOTAL:	3,690.00
492953	02/23/2024	PRTD 100906 MTI DISTRIBUTING INC	1413450-01	01/24/2024	20240223	683.91
				CHECK	492953 TOTAL:	683.91
492954	02/23/2024	PRTD 100076 NEW FRANCE WINE CO	217814	01/31/2024	20240223	385.00
		NEW FRANCE WINE CO	218176	02/07/2024	20240223	455.50
		NEW FRANCE WINE CO	218177	02/08/2024	20240223	202.50

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

				INVOICE	INV DATE	PO	CHECK RUN	NET
							CHECK 492954 TOTAL:	1,043.00
492955	02/23/2024	PRTD	999995 NR Properties Inc	ED207534	01/24/2024		20240223	2,500.00
							CHECK 492955 TOTAL:	2,500.00
492956	02/23/2024	PRTD	999995 TWIN CITY FIREPLACE	ED210385-Refund	02/06/2024		20240223	233.25
							CHECK 492956 TOTAL:	233.25
492957	02/23/2024	PRTD	999994 Troop 68	Troop 68	01/31/2024		20240223	1,016.00
							CHECK 492957 TOTAL:	1,016.00
492958	02/23/2024	PRTD	101659 ORKIN	256185415	01/29/2024		20240223	90.00
							CHECK 492958 TOTAL:	90.00
492959	02/23/2024	PRTD	100944 PAUSTIS WINE COMPANY	227042	01/30/2024		20240223	457.00
			PAUSTIS WINE COMPANY	227684	02/07/2024		20240223	641.00
			PAUSTIS WINE COMPANY	227675	02/06/2024		20240223	1,335.00
			PAUSTIS WINE COMPANY	227680	02/07/2024		20240223	2,058.00
			PAUSTIS WINE COMPANY	227687	02/07/2024		20240223	-161.50
			PAUSTIS WINE COMPANY	227677	02/07/2024		20240223	2,070.00
			PAUSTIS WINE COMPANY	227681	02/07/2024		20240223	1,054.00
							CHECK 492959 TOTAL:	7,453.50
492960	02/23/2024	PRTD	100945 PEPSI-COLA COMPANY	32465505	02/01/2024		20240223	198.27
							CHECK 492960 TOTAL:	198.27
492961	02/23/2024	PRTD	149249 PEQUOD DISTRIBUTING	W-218675	02/08/2024		20240223	126.00
			PEQUOD DISTRIBUTING	W-218253	02/08/2024		20240223	254.00
			PEQUOD DISTRIBUTING	W-218440	02/08/2024		20240223	595.16
			PEQUOD DISTRIBUTING	W-218449	02/08/2024		20240223	85.00

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 CASH ACCOUNT: 9999 1012 Control BS - CashAP
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				INVOICE	INV DATE	PO	CHECK RUN	NET
			PEQUOD DISTRIBUTING	W-218448	02/08/2024		20240223	120.00
					CHECK	492961	TOTAL:	1,180.16
492962	02/23/2024	PRTD 125979	PRECISE MRM LLC	IN200-1046959	01/29/2024		20240223	1,000.00
			PRECISE MRM LLC	IN200-1046966	01/29/2024		20240223	100.00
					CHECK	492962	TOTAL:	1,100.00
492963	02/23/2024	PRTD 143618	PRYES BREWING COMPANY LLC	W-69384	02/07/2024		20240223	559.00
					CHECK	492963	TOTAL:	559.00
492964	02/23/2024	PRTD 100972	R & R SPECIALTIES INC	0081212-IN	01/29/2024		20240223	1,008.90
					CHECK	492964	TOTAL:	1,008.90
492965	02/23/2024	PRTD 124390	RAM CONSTRUCTION SERVICES	34115	11/13/2023		20240223	119,187.77
					CHECK	492965	TOTAL:	119,187.77
492966	02/23/2024	PRTD 133627	REPUBLIC SERVICES #894	0894-006566722	01/31/2024		20240223	57,943.51
					CHECK	492966	TOTAL:	57,943.51
492967	02/23/2024	PRTD 100977	RICHFIELD PLUMBING COMPANY	89016	01/25/2024		20240223	645.00
					CHECK	492967	TOTAL:	645.00
492968	02/23/2024	PRTD 127639	MIDWAY FORD COMPANY	813902	01/26/2024		20240223	694.10
			MIDWAY FORD COMPANY	813622	01/27/2024		20240223	43.60
			MIDWAY FORD COMPANY	815147	02/02/2024		20240223	-234.00
			MIDWAY FORD COMPANY	CM78991	02/02/2024		20240223	-4.14
			MIDWAY FORD COMPANY	CM811064	02/02/2024		20240223	-190.52
			MIDWAY FORD COMPANY	CM813622	02/02/2024		20240223	-43.60

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 CASH ACCOUNT: 9999 1012 Control BS - CashAP
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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	492968	TOTAL:	265.44
492969	02/23/2024	PRTD 160732 ROTARY CLUB OF EDINA	8975	01/05/2024	20240223	361.00
			CHECK	492969	TOTAL:	361.00
492970	02/23/2024	PRTD 134173 SAFE-FAST INC	INV285806	01/19/2024	20240223	18.85
			CHECK	492970	TOTAL:	18.85
492971	02/23/2024	PRTD 100988 SAFETY KLEEN	R003093011	01/27/2024	20240223	124.21
			CHECK	492971	TOTAL:	124.21
492972	02/23/2024	PRTD 144182 SENSOURCE INC	58346	01/01/2024	20240223	864.00
			CHECK	492972	TOTAL:	864.00
492973	02/23/2024	PRTD 104689 SERIGRAPHICS SIGN SYSTEMS INC	65087-Final	12/18/2023	20240223	694.50
		SERIGRAPHICS SIGN SYSTEMS INC	65086-Final	12/18/2023	20240223	125.00
			CHECK	492973	TOTAL:	819.50
492974	02/23/2024	PRTD 103409 KELBRO COMPANY	2986237	02/02/2024	20240223	183.64
		KELBRO COMPANY	2988193	02/08/2024	20240223	32.30
		KELBRO COMPANY	2988191	02/08/2024	20240223	144.52
		KELBRO COMPANY	2988120	02/08/2024	20240223	212.10
			CHECK	492974	TOTAL:	572.56
492975	02/23/2024	PRTD 100998 SHERWIN WILLIAMS CO	5632-6	01/26/2024	20240223	-11.06
		SHERWIN WILLIAMS CO	5633-4	01/26/2024	20240223	10.19
		SHERWIN WILLIAMS CO	5635-9	01/26/2024	20240223	46.48
			CHECK	492975	TOTAL:	45.61

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 CASH ACCOUNT: 9999 1012 Control BS - CashAP
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					INVOICE	INV DATE	PO	CHECK RUN	NET
492976	02/23/2024	PRTD	160278	ROHN INDUSTRIES, INC	0016887	01/24/2024		20240223	32.72
							CHECK	492976 TOTAL:	32.72
492977	02/23/2024	PRTD	140243	PK BLOODY MARY CORP	2412	02/08/2024		20240223	117.00
				PK BLOODY MARY CORP	2403	02/06/2024		20240223	39.00
							CHECK	492977 TOTAL:	156.00
492978	02/23/2024	PRTD	120784	WALSH GRAPHICS INC	18940	01/11/2024		20240223	298.00
							CHECK	492978 TOTAL:	298.00
492979	02/23/2024	PRTD	137482	SITEONE LANDSCAPE SUPPLY LLC	137782902-001	01/24/2024		20240223	2.80
							CHECK	492979 TOTAL:	2.80
492980	02/23/2024	PRTD	132195	SMALL LOT MN	MN73774	01/30/2024		20240223	173.00
				SMALL LOT MN	MN74012	02/06/2024		20240223	164.96
				SMALL LOT MN	MN73775	02/06/2024		20240223	509.00
							CHECK	492980 TOTAL:	846.96
492981	02/23/2024	PRTD	100430	SNAP-ON INDUSTRIAL	ARV/60192004	01/25/2024		20240223	69.31
							CHECK	492981 TOTAL:	69.31
492982	02/23/2024	PRTD	127878	SOUTHERN GLAZERS WINE & SPIRITS L 2439542		01/31/2024		20240223	581.60
				SOUTHERN GLAZERS WINE & SPIRITS L 2439543		01/31/2024		20240223	400.93
				SOUTHERN GLAZERS WINE & SPIRITS L 2439541		01/31/2024		20240223	322.32
				SOUTHERN GLAZERS WINE & SPIRITS L 2439555		01/31/2024		20240223	5,191.84
				SOUTHERN GLAZERS WINE & SPIRITS L 2439544		01/31/2024		20240223	937.43
				SOUTHERN GLAZERS WINE & SPIRITS L 2441983		02/07/2024		20240223	421.45
				SOUTHERN GLAZERS WINE & SPIRITS L 2441984		02/07/2024		20240223	1,086.74
				SOUTHERN GLAZERS WINE & SPIRITS L 2441985		02/07/2024		20240223	649.80

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INVOICE

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				SOUTHERN GLAZERS WINE & SPIRITS L 2441982		02/07/2024	20240223	137.52
				SOUTHERN GLAZERS WINE & SPIRITS L 2441987		02/07/2024	20240223	1,213.20
				SOUTHERN GLAZERS WINE & SPIRITS L 2441988		02/07/2024	20240223	1,287.10
				SOUTHERN GLAZERS WINE & SPIRITS L 2441986		02/07/2024	20240223	601.60
				SOUTHERN GLAZERS WINE & SPIRITS L 2441991		02/07/2024	20240223	51.24
				SOUTHERN GLAZERS WINE & SPIRITS L 2441992		02/07/2024	20240223	3,691.20
				SOUTHERN GLAZERS WINE & SPIRITS L 2441990		02/07/2024	20240223	171.80
				SOUTHERN GLAZERS WINE & SPIRITS L 2441993		02/07/2024	20240223	947.12
						CHECK	492982 TOTAL:	17,692.89
492983	02/23/2024	PRTD	101004	SPS COMPANIES INC	54899661.001	01/23/2024	20240223	107.01
						CHECK	492983 TOTAL:	107.01
492984	02/23/2024	PRTD	102170	STAR OF THE NORTH CONCERT BAND	24EP0013	02/14/2024	20240223	150.00
						CHECK	492984 TOTAL:	150.00
492985	02/23/2024	PRTD	133068	STEEL TOE BREWING LLC	53868	02/07/2024	20240223	321.00
				STEEL TOE BREWING LLC	53893	02/07/2024	20240223	264.00
				STEEL TOE BREWING LLC	53887	02/07/2024	20240223	208.00
						CHECK	492985 TOTAL:	793.00
492986	02/23/2024	PRTD	101015	STREICHERS INC	I1678699	01/26/2024	20240223	114.99
						CHECK	492986 TOTAL:	114.99
492987	02/23/2024	PRTD	105874	SUBURBAN TIRE WHOLESALE INC	10199254	01/29/2024	20240223	159.78
						CHECK	492987 TOTAL:	159.78
492988	02/23/2024	PRTD	119864	SYSCO MINNESOTA INC	547106950	02/08/2024	20240223	204.09

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 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	492988	TOTAL :	204.09
492989	02/23/2024	PRTD	141589	TARGET SOLUTIONS LEARNING LLC	INV88412	01/08/2024	20240223	6,143.62
					CHECK	492989	TOTAL :	6,143.62
492990	02/23/2024	PRTD	104932	TAYLOR MADE	36913493	09/06/2023	20240223	-325.12
			TAYLOR MADE	37051604	01/02/2024		20240223	-1,142.40
			TAYLOR MADE	37097396	01/17/2024		20240223	285.54
			TAYLOR MADE	37098012	01/17/2024		20240223	-1,129.64
			TAYLOR MADE	37102252	01/17/2024		20240223	-310.67
			TAYLOR MADE	37110298	01/24/2024		20240223	1,316.16
			TAYLOR MADE	37121872	01/29/2024		20240223	493.48
			TAYLOR MADE	37121920	01/29/2024		20240223	913.38
			TAYLOR MADE	37122002	01/29/2024		20240223	440.17
			TAYLOR MADE	37136134	01/31/2024		20240223	437.33
					CHECK	492990	TOTAL :	978.23
492991	02/23/2024	PRTD	146347	TELEFLEX FUNDING LLC	9507966085	01/25/2024	20240223	677.50
					CHECK	492991	TOTAL :	677.50
492992	02/23/2024	PRTD	122794	TENNANT SALES AND SERVICE COMPANY	920172107	01/26/2024	20240223	374.34
					CHECK	492992	TOTAL :	374.34
492993	02/23/2024	PRTD	129923	CONTEMPORARY INC	V996388	01/29/2024	20240223	65.79
					CHECK	492993	TOTAL :	65.79
492994	02/23/2024	PRTD	160677	THE FINANCIAL SERVICES CONSULTING COE-011		01/26/2024	20240223	3,625.00
					CHECK	492994	TOTAL :	3,625.00

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				INVOICE	INV DATE	PO	CHECK RUN	NET
492995	02/23/2024	PRTD	151773 TOP GOLF USA INC	91601318	01/01/2024		20240223	7,238.44
					CHECK		492995 TOTAL:	7,238.44
492996	02/23/2024	PRTD	160236 TRUE FABRICATIONS INC	1356143	02/06/2024		20240223	101.88
					CHECK		492996 TOTAL:	101.88
492997	02/23/2024	PRTD	160648 UNIFIRST CORPORATION	1410016995	10/16/2023		20240223	53.37
			UNIFIRST CORPORATION	1410034177	01/08/2024		20240223	54.19
			UNIFIRST CORPORATION	1410035598	01/15/2024		20240223	9.10
			UNIFIRST CORPORATION	1410037146	01/22/2024		20240223	9.10
			UNIFIRST CORPORATION	1410038387	01/29/2024		20240223	47.04
			UNIFIRST CORPORATION	1410038385	01/29/2024		20240223	35.09
			UNIFIRST CORPORATION	1410038386	01/29/2024		20240223	9.10
			UNIFIRST CORPORATION	1410038390	01/29/2024		20240223	54.77
					CHECK		492997 TOTAL:	271.76
492998	02/23/2024	PRTD	140954 URBAN GROWLER BREWING COMPANY	E-35321	01/31/2024		20240223	151.50
			URBAN GROWLER BREWING COMPANY	E-35374	02/07/2024		20240223	246.50
			URBAN GROWLER BREWING COMPANY	6139	02/11/2024		20240223	-22.00
					CHECK		492998 TOTAL:	376.00
492999	02/23/2024	PRTD	140009 US KIDS GOLF LLC	IN2095170	11/29/2023		20240223	216.60
					CHECK		492999 TOTAL:	216.60
493000	02/23/2024	PRTD	100050 USPS	Activities Directory	02/15/2024		20240223	4,949.50
					CHECK		493000 TOTAL:	4,949.50
493001	02/23/2024	PRTD	103590 VALLEY-RICH COMPANY INC	33043	01/28/2024		20240223	9,445.50

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	493001	TOTAL:	9,445.50
493002	02/23/2024	PRTD 144209 VENN BREWING COMPANY LLC	5696	02/01/2024	20240223	110.00
		VENN BREWING COMPANY LLC	5695	02/01/2024	20240223	100.00
		VENN BREWING COMPANY LLC	5729	02/07/2024	20240223	200.00
		VENN BREWING COMPANY LLC	5730	02/07/2024	20240223	100.00
			CHECK	493002	TOTAL:	510.00
493003	02/23/2024	PRTD 160968 VERIFIED HOLDINGS LLC	347469	10/31/2023	20240223	80.00
		VERIFIED HOLDINGS LLC	348377	11/30/2023	20240223	960.00
		VERIFIED HOLDINGS LLC	349235	12/31/2023	20240223	220.00
			CHECK	493003	TOTAL:	1,260.00
493004	02/23/2024	PRTD 101064 VESSCO INC	093134	01/26/2024	20240223	155.90
			CHECK	493004	TOTAL:	155.90
493005	02/23/2024	PRTD 101066 VIKING ELECTRIC SUPPLY	S007719766.002	01/25/2024	20240223	21.07
		VIKING ELECTRIC SUPPLY	S007730802.001	01/26/2024	20240223	26.25
			CHECK	493005	TOTAL:	47.32
493006	02/23/2024	PRTD 119454 VINOCOPIA INC	0345334-IN	02/01/2024	20240223	233.25
		VINOCOPIA INC	0345719-IN	02/08/2024	20240223	217.25
		VINOCOPIA INC	0345718-IN	02/08/2024	20240223	1,448.75
		VINOCOPIA INC	0345722-IN	02/08/2024	20240223	217.25
		VINOCOPIA INC	0345725-IN	02/08/2024	20240223	195.00
		VINOCOPIA INC	0345721-IN	02/08/2024	20240223	161.25
		VINOCOPIA INC	0345723-IN	02/08/2024	20240223	195.00
		VINOCOPIA INC	0345724-IN	02/08/2024	20240223	402.50

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		INVOICE	INV DATE	PO	CHECK RUN	NET
			CHECK	493006	TOTAL:	3,070.25
493007	02/23/2024	PRTD 120627 VISTAR	70911777	01/26/2024	20240223	858.61
			CHECK	493007	TOTAL:	858.61
493008	02/23/2024	PRTD 103088 WASTE MANAGEMENT OF WI-MN	9036973-2282-9	02/05/2024	20240223	2,075.34
			CHECK	493008	TOTAL:	2,075.34
493009	02/23/2024	PRTD 130574 WATSON COMPANY	139791	01/25/2024	20240223	588.42
			CHECK	493009	TOTAL:	588.42
493010	02/23/2024	PRTD 160537 WEX HEALTH INC	0001896108-IN	01/31/2024	20240223	1,033.75
			CHECK	493010	TOTAL:	1,033.75
493011	02/23/2024	PRTD 131887 WHITE DESIGN GROUP INC	80608-1	10/03/2023	20240223	1,725.80
			CHECK	493011	TOTAL:	1,725.80
493012	02/23/2024	PRTD 101033 WINE COMPANY	258498	01/31/2024	20240223	902.00
		WINE COMPANY	259091	02/07/2024	20240223	819.00
		WINE COMPANY	259090	02/07/2024	20240223	114.00
		WINE COMPANY	259093	02/07/2024	20240223	3,592.00
		WINE COMPANY	259092	02/07/2024	20240223	184.00
		WINE COMPANY	259094	02/07/2024	20240223	1,882.00
			CHECK	493012	TOTAL:	7,493.00
493013	02/23/2024	PRTD 144412 WINEBOW	MN00142887	01/30/2024	20240223	171.00
		WINEBOW	MN00143253	02/06/2024	20240223	819.00
		WINEBOW	MN00143252	02/06/2024	20240223	180.00
		WINEBOW	MN00143213	02/06/2024	20240223	84.00
		WINEBOW	MN00143214	02/06/2024	20240223	270.00

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		INVOICE	INV DATE	PO	CHECK RUN	NET
	WINEBOW	MN00143212	02/06/2024		20240223	90.00
	WINEBOW	MN00143254	02/06/2024		20240223	252.00
	WINEBOW	MN00143256	02/06/2024		20240223	90.00
			CHECK	493013	TOTAL:	1,956.00
493014	02/23/2024	PRTD 124503 WINSUPPLY EDEN PRAIRIE MN CO	256100	01/25/2024	20240223	22.21
			CHECK	493014	TOTAL:	22.21
493015	02/23/2024	PRTD 142162 WOODEN HILL BREWING COMPANY LLC	4886	02/07/2024	20240223	170.40
		WOODEN HILL BREWING COMPANY LLC	4884	02/07/2024	20240223	466.20
		WOODEN HILL BREWING COMPANY LLC	4885	02/07/2024	20240223	233.40
			CHECK	493015	TOTAL:	870.00
493016	02/23/2024	PRTD 160299 WOODEN SHIP BREWING COMPANY	000611	01/31/2024	20240223	117.60
		WOODEN SHIP BREWING COMPANY	000622	02/08/2024	20240223	252.00
			CHECK	493016	TOTAL:	369.60
493017	02/23/2024	PRTD 127774 WORLDWIDE CELLARS INC	INV-003597	02/06/2024	20240223	284.08
			CHECK	493017	TOTAL:	284.08
493018	02/23/2024	PRTD 160863 SARA L. HANSON	01232024	01/23/2024	20240223	825.00
			CHECK	493018	TOTAL:	825.00
493019	02/23/2024	PRTD 105740 WSB & ASSOCIATES	R-023788-000 - 3	01/29/2024	22300046 20240223	2,819.75
		WSB & ASSOCIATES	R-022328-000-10	01/29/2024	20240223	723.50
		WSB & ASSOCIATES	R-023814-000-4	01/29/2024	20240223	1,771.50
		WSB & ASSOCIATES	R-023813-000 - 4	01/29/2024	20240223	549.00
			CHECK	493019	TOTAL:	5,863.75

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				INVOICE	INV DATE	PO	CHECK RUN	NET
493020	02/23/2024	PRTD	100932 XCEL ENERGY	863819544	02/05/2024		20240223	400.00
					CHECK	493020	TOTAL:	400.00
493021	02/23/2024	PRTD	136192 ZOLL MEDICAL CORPORATION	3900817	01/25/2024		20240223	132.70
					CHECK	493021	TOTAL:	132.70
				NUMBER OF CHECKS	169	*** CASH ACCOUNT TOTAL ***		767,310.58
						COUNT	AMOUNT	
				TOTAL PRINTED CHECKS		168	673,560.58	
				TOTAL WIRE TRANSFERS		1	93,750.00	
						*** GRAND TOTAL ***		767,310.58

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JOURNAL ENTRIES TO BE CREATED

CLERK: MSchauer

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
															LINE	DESC				
2024	2	1026																		
APP	26026000	-2010														HRA Admin - Accts Pay			93,750.00	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	9999-1012															Control BS - CashAP				767,310.58
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	1000-2010															GF Bal Sh - Accts Pay			81,117.10	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	52005200	-2010														Course BS - Accts Pay			7,979.08	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	26126112	-2010														W 76th TIF - Accts Pay			33,061.28	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	5800-2010															Liquor BS - Accts Pay			179,566.59	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	5400-2010															EdinPrk BS - Accts Pay			25,962.22	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	5500-2010															Arena BS - Accts Pay			6,471.10	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	6100-2010															Equ Op BS - Accts Pay			21,620.99	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	5100-2010															Art BalSh - Accts Pay			869.98	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	6300-2010															FacMgmt BS - Accts Pay			4,556.20	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	7200-2010															MNTFl BS - Accts Pay			341.25	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	6200-2010															I.T. BalSh - Accts Pay			2,431.34	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	59005900	-2010														Wat BS - Accts Pay			22,134.59	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	59005910	-2010														Sew BS - Accts Pay			21,330.00	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	59005920	-2010														Stm BS - Accts Pay			46,939.98	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	2500-2010															CAS BalSh - Accts Pay			4,013.00	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	52005210	-2010														Dome BS - Accts Pay			7,548.77	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	4000-2010															Cap Prj BS - Accts Pay			130,154.82	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	7100-2010															PSTF BS - Accts Pay			2,590.00	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	6000-2010															Rsk Mg BS - Accts Pay			11,855.78	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	59005930	-2010														Rec BS - Accts Pay			58,959.51	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	5600-2010															Field BS - Accts Pay			432.00	
	02/23/2024	WIRE_001							MAS							AP CASH DISBURSEMENTS JOURNAL				
APP	26026001	-2010														HRA Aff Hs - Accts Pay			3,625.00	

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		02/23/2024	WIRE_001	MAS			AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL		767,310.58	767,310.58
APP 9999-2099							Control BS - PoolCashL		767,310.58	
APP 26026000-1010		02/23/2024	WIRE_001	MAS			HRA Admin - Cash			93,750.00
APP 1000-1010		02/23/2024	WIRE_001	MAS			GF Bal Sh - Cash			81,117.10
APP 52005200-1010		02/23/2024	WIRE_001	MAS			Course BS - Cash			7,979.08
APP 26126112-1010		02/23/2024	WIRE_001	MAS			W 76th TIF - Cash			33,061.28
APP 5800-1010		02/23/2024	WIRE_001	MAS			Liquor BS - Cash			179,566.59
APP 5400-1010		02/23/2024	WIRE_001	MAS			EdinPrk BS - Cash			25,962.22
APP 5500-1010		02/23/2024	WIRE_001	MAS			Arena BS - Cash			6,471.10
APP 6100-1010		02/23/2024	WIRE_001	MAS			Equ Op BS - Cash			21,620.99
APP 5100-1010		02/23/2024	WIRE_001	MAS			Art BalSh - Cash			869.98
APP 6300-1010		02/23/2024	WIRE_001	MAS			FacMgmt BS - Cash			4,556.20
APP 7200-1010		02/23/2024	WIRE_001	MAS			MNTF1 BS - Cash			341.25
APP 6200-1010		02/23/2024	WIRE_001	MAS			I.T. BalSh - Cash			2,431.34
APP 59005900-1010		02/23/2024	WIRE_001	MAS			Wat BS - Cash			22,134.59
APP 59005910-1010		02/23/2024	WIRE_001	MAS			Sew BS - Cash			21,330.00
APP 59005920-1010		02/23/2024	WIRE_001	MAS			Stm BS - Cash			46,939.98
APP 2500-1010		02/23/2024	WIRE_001	MAS			CAS BalSh - Cash			4,013.00
APP 52005210-1010		02/23/2024	WIRE_001	MAS			Dome BS - Cash			7,548.77
APP 4000-1010		02/23/2024	WIRE_001	MAS			Cap Prj BS - Cash			130,154.82
APP 7100-1010		02/23/2024	WIRE_001	MAS			PSTF BS - Cash			2,590.00
APP 6000-1010		02/23/2024	WIRE_001	MAS			Rsk Mg BS - Cash			11,855.78
APP 59005930-1010		02/23/2024	WIRE_001	MAS			Rec BS - Cash			58,959.51

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC				
APP	5600-1010						Field BS - Cash				432.00
	02/23/2024	WIRE_001	MAS								
APP	26026001-1010						HRA Aff Hs - Cash				3,625.00
	02/23/2024	WIRE_001	MAS								
SYSTEM GENERATED ENTRIES TOTAL										767,310.58	767,310.58
JOURNAL 2024/02/1026 TOTAL										1,534,621.16	1,534,621.16

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT									
1000 General			2024	2	1026	02/23/2024			
1000-1010						GF Bal Sh - Cash			81,117.10
1000-2010						GF Bal Sh - Accts Pay	81,117.10		
						FUND TOTAL	81,117.10		81,117.10
2500 Conservation & Sustainability			2024	2	1026	02/23/2024			
2500-1010						CAS BalSh - Cash			4,013.00
2500-2010						CAS BalSh - Accts Pay	4,013.00		
						TOTAL	4,013.00		4,013.00
						FUND TOTAL	4,013.00		4,013.00
2600 26000 HRA			2024	2	1026	02/23/2024			
26026000-1010	/HRA Admini					HRA Admin - Cash			93,750.00
26026000-2010						HRA Admin - Accts Pay	93,750.00		
						26000 TOTAL	93,750.00		93,750.00
2600 26001 HRA			2024	2	1026	02/23/2024			
26026001-1010	/HRA Afford					HRA Aff HS - Cash			3,625.00
26026001-2010						HRA Aff HS - Accts Pay	3,625.00		
						26001 TOTAL	3,625.00		3,625.00
2600 26112 HRA			2024	2	1026	02/23/2024			
26126112-1010	/w 76th str					w 76th TIF - Cash			33,061.28
26126112-2010						w 76th TIF - Accts Pay	33,061.28		
						FUND TOTAL	130,436.28		130,436.28
4000 Capital Projects			2024	2	1026	02/23/2024			
4000-1010						Cap Prj BS - Cash			130,154.82
4000-2010						Cap Prj BS - Accts Pay	130,154.82		
						FUND TOTAL	130,154.82		130,154.82
5100 Art Center			2024	2	1026	02/23/2024			
5100-1010						Art BalSh - Cash			869.98
5100-2010						Art BalSh - Accts Pay	869.98		
						TOTAL	869.98		869.98
						FUND TOTAL	869.98		869.98

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	ACCOUNT								
5200	5200	Golf	/Braemar Go	2024	2	1026	02/23/2024		
	52005200-1010						Course BS - Cash		7,979.08
	52005200-2010						Course BS - Accts Pay	7,979.08	
							5200 TOTAL	7,979.08	7,979.08
5200	5210	Golf	/Braemar Go	2024	2	1026	02/23/2024		
	52005210-1010						Dome BS - Cash		7,548.77
	52005210-2010						Dome BS - Accts Pay	7,548.77	
							FUND TOTAL	15,527.85	15,527.85
5400	Edinburgh Park			2024	2	1026	02/23/2024		
	5400-1010						EdinPrk BS - Cash		25,962.22
	5400-2010						EdinPrk BS - Accts Pay	25,962.22	
							FUND TOTAL	25,962.22	25,962.22
5500	Braemar Arena			2024	2	1026	02/23/2024		
	5500-1010						Arena BS - Cash		6,471.10
	5500-2010						Arena BS - Accts Pay	6,471.10	
							FUND TOTAL	6,471.10	6,471.10
5600	Braemar Field			2024	2	1026	02/23/2024		
	5600-1010						Field BS - Cash		432.00
	5600-2010						Field BS - Accts Pay	432.00	
							FUND TOTAL	432.00	432.00
5800	Liquor			2024	2	1026	02/23/2024		
	5800-1010						Liquor BS - Cash		179,566.59
	5800-2010						Liquor BS - Accts Pay	179,566.59	
							TOTAL	179,566.59	179,566.59
							FUND TOTAL	179,566.59	179,566.59
5900	5900	Utl Fund	/Water	2024	2	1026	02/23/2024		
	59005900-1010						Wat BS - Cash		22,134.59
	59005900-2010						Wat BS - Accts Pay	22,134.59	
							5900 TOTAL	22,134.59	22,134.59
5900	5910	Utl Fund	/Sanitary S	2024	2	1026	02/23/2024		

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	ACCOUNT									
	59005910-1010							Sew BS - Cash		21,330.00
	59005910-2010							Sew BS - Accts Pay	21,330.00	
							5910 TOTAL		21,330.00	21,330.00
5900	5920	Ut1 Fund	2024	2	1026	02/23/2024				
	59005920-1010							Stm BS - Cash		46,939.98
	59005920-2010							Stm BS - Accts Pay	46,939.98	
							5920 TOTAL		46,939.98	46,939.98
5900	5930	Ut1 Fund	2024	2	1026	02/23/2024				
	59005930-1010							Rec BS - Cash		58,959.51
	59005930-2010							Rec BS - Accts Pay	58,959.51	
							FUND TOTAL		149,364.08	149,364.08
6000	Risk Management		2024	2	1026	02/23/2024				
	6000-1010							Rsk Mg BS - Cash		11,855.78
	6000-2010							Rsk Mg BS - Accts Pay	11,855.78	
							FUND TOTAL		11,855.78	11,855.78
6100	Equipment Operations		2024	2	1026	02/23/2024				
	6100-1010							Equ Op BS - Cash		21,620.99
	6100-2010							Equ Op BS - Accts Pay	21,620.99	
							FUND TOTAL		21,620.99	21,620.99
6200	Information Technology		2024	2	1026	02/23/2024				
	6200-1010							I.T. BalSh - Cash		2,431.34
	6200-2010							I.T. BalSh - Accts Pay	2,431.34	
							FUND TOTAL		2,431.34	2,431.34
6300	Facilities Management		2024	2	1026	02/23/2024				
	6300-1010							FacMgmt BS - Cash		4,556.20
	6300-2010							FacMgmt BS - Accts Pay	4,556.20	
							FUND TOTAL		4,556.20	4,556.20
7100	PS Training Facility		2024	2	1026	02/23/2024				
	7100-1010							PSTF BS - Cash		2,590.00
	7100-2010							PSTF BS - Accts Pay	2,590.00	
							FUND TOTAL		2,590.00	2,590.00

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND	BALANCE	SEG	YEAR	PER	JNL	EFF	DATE	ACCOUNT	DESCRIPTION	DEBIT	CREDIT
	ACCOUNT										
7200	MN Task Force 1		2024	2	1026	02/23/2024					
	7200-1010							MNTF1 BS - Cash			341.25
	7200-2010							MNTF1 BS - Accts Pay	341.25		
								FUND TOTAL	341.25		341.25
9999	Pooled Cash Fund		2024	2	1026	02/23/2024					
	9999-1012							Control BS - CashAP			767,310.58
	9999-2099							Control BS - PoolCashL	767,310.58		
								FUND TOTAL	767,310.58		767,310.58



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.C.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Jessica V. Wilson, Water Resources Manager

Item Activity:
Action

Subject: Approve First Amendment to Cooperative Agreement
with Nine Mile Creek Watershed for Rosland Park
Clean Water Project

ACTION REQUESTED:

Approve first amendment to Cooperative Agreement with Nine Mile Creek Watershed for Rosland Park Clean Water Project to add management of aquatic invasive vegetation.

INTRODUCTION:

The Nine Mile Creek Watershed District (NMCWD) completed the Lake Cornelia and Lake Edina Water Quality Study in July 2019 and the Lake Cornelia and Lake Edina Water Quality Improvement Project Feasibility Study/Preliminary Engineering study in June 2020 to evaluate and recommend management activities to improve lake water quality. The management of the aquatic invasive species (AIS), curly-leaf pondweed, was one of the management alternatives reviewed in these previous studies to improve lake water quality and promote a healthy native plant community.

In January 2024, the City requested managing curly-leaf pondweed and the hybrid Eurasian watermilfoil in Lake Cornelia in partnership with NMCWD, with NMCWD taking the lead in 2024 for contracting and oversight of implementation.

The amendment would have the City grant permission for access and reimburse NMCWD for 70 percent of the AIS work costs.

ATTACHMENTS:

First Amendment to Agreement

Executed 2020 Agreement

**First Amendment to the
Cooperative Agreement Between
City of Edina and
Nine Mile Creek Watershed District for the
ROSLAND PARK BEST-MANAGEMENT PRACTICE PROJECT**

This amends the December 18, 2020, cooperative agreement between the City of Edina (Edina), a Minnesota municipal corporation, and Nine Mile Creek Watershed District (NMCWD), a watershed district with purposes and powers set forth in Minnesota Statutes chapters 103B and 103D, for a project to improve water quality in Lake Cornelia and Lake Edina through design, construction and operation and maintenance of the Rosland Park Best-Management Practice Project (the Agreement).

RECITALS

Whereas the recitals and premises underlying the Agreement remain valid and compelling, and the parties have successfully implemented the Project, as defined in the Agreement;

Whereas Edina and NMCWD have determined that management of aquatic invasive vegetation, including but not limited to curly-leaf pondweed, in Lake Cornelia remains critical to reduction of algae in the lake to improve water quality (the AIS Work), but that NMCWD is better positioned to implement the AIS Work;

Whereas Edina owns and operates Rosland Park, a recreational and natural area that borders Lake Cornelia, and manages public right-of-way around the lake, and both areas are needed for NMCWD to access the lake to conduct the AIS Work; and

Whereas Edina and NMCWD are authorized by Minnesota Statutes section 471.59 to enter into this amendment to add the AIS Work to the Project.

Now, therefore, in consideration of the foregoing recitals, which are incorporated into and made a part of this amendment, and the terms and conditions set forth herein, which the parties agree provide sufficient mutual consideration, Edina and NMCWD agree to amend the Agreement as follows:

1. DEVELOPMENT AND IMPLEMENTATION OF THE AIS WORK.

- A. *Project plans and specifications.* NMCWD has contracted with the NMCWD engineer, Barr Engineering, for the preparation of plans and specifications for the AIS Work. NMCWD will submit the 90 percent complete plans and specifications to Edina for review and approval in accordance with paragraph 3A of this amendment. After approval by Edina, the plans and specifications will serve as the primary technical specifications in contract documents prepared for purposes of procurement of a contractor for completion of the AIS Work, and the AIS Work will become part of the Project, as defined and specified in the

Agreement. The plans and specifications also will include an exhibit delineating the portions of Rosland Park and the Edina right-of-way needed for the AIS Work (the Access Areas) for purposes of Edina's grant of property-use rights as provided in paragraph 3B of this amendment.

- i. Notwithstanding the foregoing, NMCWD makes no warranty to Edina regarding the NMCWD engineer's plans and specifications for the AIS Work.

B. *Implementation of the AIS Work.* On Edina's approval of the plans and specifications as provided in paragraphs 1A and 3A herein, NMCWD will contract, in accordance with applicable public procurement law, for the conduct of the AIS Work.

- i. NMCWD will require in contracting for the Contracted Work that:

- a. The contractor restrict all of its activities to the Access Areas.
- b. The contractor name Edina as an additional insured for general liability with primary and noncontributory coverage for general liability and provide a certificate showing same prior to start of construction.
- c. The contractor indemnify, defend and hold harmless Edina, its officers, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to NMCWD.
- d. The contractor determine and obtain all permits and other regulatory approvals applicable to the AIS Work on behalf of NMCWD and Edina, except as may be specified in the contract documents as the responsibility of NMCWD, in collaboration with Edina.

- ii. Either NMCWD or the NMCWD engineer on NMCWD's behalf will provide construction oversight for and otherwise oversee implementation of the AIS Work. NMCWD may adjust the plans and specifications for the AIS Work during implementation, as long as the revisions:

- a. Do not require NMCWD to exceed the scope of the rights granted to it under the Agreement or this amendment, as amended hereby; and
- b. do not expand Edina's operations and maintenance responsibilities or its costs to fulfill same under the Agreement, as amended hereby.

- iii. Until commencement of the AIS Work for the purposes intended, if NMCWD, in its judgment, should decide that the AIS Work is infeasible, NMCWD, at its option, may declare this amendment rescinded and annulled. If NMCWD so declares, all obligations herein, performed or not, will be voided.

2 COSTS OF THE AIS WORK. Except as specifically provided herein, each of the parties will bear the costs of enforcing its rights and fulfilling its responsibilities under this agreement, as well as incidental costs. And in the event of cancellation, the parties will bear all costs incurred by each of them prior to NMCWD's cancellation of the AIS Work.

- A. NMCWD will be responsible for costs of development of plans and specifications, as well as implementation oversight, for the AIS Work.
- B. As provided herein, NMCWD will enter into a professional-services contract for completion of the AIS Work. Within 35 days of written notification from NMCWD of NMCWD's payment of an invoice from the contractor for the AIS Work, Edina will reimburse NMCWD 70 percent of the invoice amount.
- C. In addition, Edina contributes the property access and use rights necessary for the AIS Work at no out-of-pocket cost to NMCWD.

3 EDINA'S FURTHER RIGHTS AND RESPONSIBILITIES, AND GRANT OF ACCESS RIGHTS

- A. Edina will have 5 business days after receipt to review and approve the 90 percent complete plans and specifications for the AIS Work provided in accordance with paragraph 1A herein. Failure to act within the specified time will constitute approval.
- B. *Grant of property-use rights.* Edina hereby grants to NMCWD, its contractors, agents and assigns a nonexclusive term license to access and use the Access Areas for the conduct of the AIS Work, and otherwise as necessary to fulfill NMCWD's obligations and exercise its rights under this amendment. NMCWD, on reasonable notice to and with the assistance of Edina, may temporarily restrict or preclude public access to portions of the Access Areas to ensure safety while activities for the AIS Work are under way.
 - i. Notwithstanding that the grant of access rights specified herein is nonexclusive, Edina agrees that it will forbear from any activity that unreasonably interferes with NMCWD's ability to exercise its rights or meet its obligations under this amendment. Subject to its interest in preserving public safety, Edina will facilitate NMCWD's reasonable exercise of its rights under this amendment with regard to access to and use of the Access Areas, including but not limited to the right to place signage within the Access Areas to facilitate effective implementation of the AIS Work. Edina will not take any action within or adjacent to the Access Areas that could reasonably be expected to diminish the effectiveness or function of the AIS Work for the purposes intended.

- C. Edina will cooperate with NMCWD's and its contractor's efforts to obtain permits and approvals needed for the AIS Work and authorizes NMCWD to apply for such permits and approvals on its behalf. Edina, in its regulatory capacity, will facilitate the proper and efficient processing of any permits and approvals needed for the AIS Work.
- D. Edina will cooperate with NMCWD in all communications and outreach to property owners affected by the AIS Work.

4 NMCWD'S FURTHER RIGHTS AND COMMITMENTS

- A. As between the parties, NMCWD will obtain all necessary permits, licenses and approvals, and will ensure that the AIS Work is completed in accordance with applicable law and regulatory standards and criteria.
- B. After approval by Edina of the 90 percent design, plans and specifications as provided in paragraph 3A herein, NMCWD will contract for the implementation of the AIS Work in accordance with applicable public-procurement law, as determined by NMCWD.

5 GENERAL TERMS.

- A. *Term; termination.* This amendment is effective on execution of both parties. The Agreement became effective on execution thereof by both parties and its term is not altered by this amendment.
- B. All terms of the Agreement not expressly altered or amended by this amendment remain in full force and effect.

{Signature page follows.}

IN WITNESS WHEREOF, the parties have executed this amendment, intending to be legally bound.

Nine Mile Creek Watershed District
a political subdivision of the State of Minnesota

By Larry Olson
Its President

Date: _____

Approved as to form and execution

NMCWD Counsel

City of Edina
a Minnesota municipal corporation

By James Hovland
Its Mayor

Date: _____

By Scott Neal
Its City Manager

Date: _____

**Cooperative Agreement Between
City of Edina and
Nine Mile Creek Watershed District for the
ROSLAND PARK CLEAN WATER PROJECT**

This cooperative agreement is made by and between the City of Edina (Edina), a Minnesota municipal corporation, and Nine Mile Creek Watershed District (NMCWD), a watershed district with purposes and powers set forth in Minnesota Statutes chapters 103B and 103D, to achieve shared goals for improving water quality in Lake Cornelia and Lake Edina through design, construction and operation and maintenance of the Rosland Park Clean Water Project.

RECITALS

Whereas NMCWD has authority under chapters 103B and 103D to design and implement projects to improve water quality and protect water resources within the Nine Mile Creek watershed;

Whereas Edina owns and operates Rosland Park, a recreational and natural area that borders Lake Cornelia and is upstream of Lake Edina, both of which have been listed by the Minnesota Pollution Control Agency as “impaired” for the designated use of aquatic recreation due to excess nutrients (phosphorus);

Whereas Edina and NMCWD executed a memorandum of understanding on September 17, 2019, memorializing the parties’ commitment to collaborating on development and implementation of water-resource protection and improvement projects in that portion of the city within the Nine Mile Creek watershed;

Whereas NMCWD has completed and approved an update to the use-attainability analysis for Lake Cornelia and a use-attainability analysis for Lake Edina, which supported NMCWD’s application of alum compounds to reduce phosphorus levels in Lake Cornelia in spring 2020, and Edina also has undertaken efforts to improve water quality in the lake by managing curly-leaf pondweed, a significant source of phosphorus;

Whereas NMCWD has an approved water-resources management plan pursuant to Minnesota Statutes chapter 103B, and in fulfillment of a goal of the plan, NMCWD completed in June 2020 – with the benefit of input and guidance from Edina engineering, public works and parks staff – a study of the feasibility of various additional options for improving water quality in Lake Edina and Lake Cornelia, and the study recommended design, construction, and operation and maintenance of an above-ground three-chambered filtration system in Rosland Park, drawing water from Swimming Pool Pond, which is also in Rosland Park and owned by Edina, and discharging to Lake Cornelia (the Project) at a cost of approximately \$744,000, and the NMCWD engineer estimates that the Project would reduce phosphorus loading to the lakes by an average of approximately 22 pounds each year;

Whereas the NMCWD Board of Managers, pursuant to Minnesota Statutes section 103B.251, subdivisions 3 and 4, duly noticed and conducted a public hearing on July 15, 2020, on the Project, to provide all interested parties with an opportunity to comment on the Project, and no comments were provided;

Whereas NMCWD is pursuing grant funding for the Project;

Whereas on August 19, 2020, the NMCWD Board of Managers ordered, in accordance with Minnesota Statutes section 103B.251, the construction of the Project, and designated that NMCWD's portion of the costs of the Project should be secured through a levy on property within the Nine Mile Creek watershed pursuant to Minnesota Statutes section 103B.241;

Whereas in conjunction with and simultaneously with the construction of the Project, NMCWD will complete analysis of rough fish management in Lake Cornelia and upstream lakes Nancy and Otto, as well as internal phosphorus loading in upstream Lake Nancy and Lake Otto, and will develop for NMCWD board consideration options for fisheries management in Lake Cornelia and the upstream lakes and reduction of internal loading in the upstream lakes, as well as other water-quality improvement practices in the Lake Edina watershed; and

Whereas Edina and NMCWD are authorized by Minnesota Statutes section 471.59 to enter into this cooperative agreement for the Project.

Now, therefore, in consideration of the foregoing recitals, which are incorporated into and made a part of this agreement, and other good and valuable consideration, Edina and NMCWD enter into this cooperative agreement to document their understanding as to the scope of the Project, affirm their commitments as to responsibility for tasks to be undertaken, grant and assign the property rights necessary, establish procedures for performing these tasks and fulfilling responsibilities, and facilitate communication and cooperation to ensure successful completion of the Project to improve water quality in Lake Cornelia and Lake Edina.

AGREEMENT

1. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT – construction, operation and maintenance of a filtration system in Rosland Park

A. *Project design and specification.* NMCWD will contract with the NMCWD engineer, Barr Engineering, for the preparation of a design, plans and specifications for acquisition and installation of the necessary material for and construction of the filtration system and related monitoring equipment in Rosland Park, and the contract will require the NMCWD engineer, in consultation with Edina staff, to assess options to minimize the potential for the Project to affect water levels in Lake Otto and the assessment will inform the 90 percent complete plans and specifications, which NMCWD will provide to Edina for review and approval in accordance with paragraph 2A of this agreement. The

plans and specifications will serve as the primary technical specifications in the contract documents prepared in accordance with this subsection 1A for purposes of solicitation of bids for acquisition and installation of materials necessary for and construction of the Project. The design, plans and specifications will provide for:

- i. Mobilization and site preparation;
- ii. Delineation of definitive geographic and temporal limitations on the nature and extent of clearing and grubbing and other land-disturbing activities in Rosland Park;
- iii. Specification, acquisition and installation of the piping, control valves, utilities, pump and related infrastructure, and filtration media necessary to draw and filter water from Swimming Pool Pond and discharge treated water into the existing storm sewer system between Swimming Pool Pond and Lake Cornelia, as well as the vault structure containing the treatment media and associated infrastructure (altogether referred to herein as “the Filtration System”), and all devices and equipment necessary to allow NMCWD and Edina to monitor performance of the Filtration System;
- iv. Restoration of Rosland Park, including seeding/planting and establishment of turf, replacement of pavement and other steps as necessary to ensure continued compatibility and functionality in keeping with the continued use of Rosland Park for its intended and customary purposes.

The designs, plans and specifications also will include an exhibit delineating the access, construction and maintenance areas in Rosland Park for purposes of Edina’s grant of property-use rights for the Project as provided in paragraph 2B. The design, plans and specifications will include the design of the Filtration System, including the exterior of and landscaping around the vault structure, but will not include art, park signage, lighting or other accessory elements. The design, plans and specifications, when approved pursuant to paragraph 2A herein, define and are referred to herein as the Contracted Work, and are, on approval, incorporated into and become a term of this agreement. The Contracted Work is a part of and entirely incorporated into the Project.

- B. *Implementation of the Contracted Work.* On Edina’s approval of the design, plans and specifications as provided in paragraph 2A herein, NMCWD will contract, in accordance with applicable public procurement law, for the conduct of the Contracted Work.

- i. NMCWD will require in contracting for the Contracted Work that:
 - a. The contractor restrict all of its activities to the portions of Rosland Park designated for access and construction by Edina in accordance with subsection 1A and paragraph 2B herein.

- b. The contractor name Edina as an additional insured for general liability with primary and noncontributory coverage for general liability and provide a certificate showing same prior to start of construction.
 - c. The contractor indemnify, defend and hold harmless Edina, its officers, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to NMCWD.
 - d. The contractor and any manufacturers extend all warranties under the agreement to Edina.
 - e. The contractor determine and obtain all permits and other regulatory approvals applicable to the Contracted Work on behalf of NMCWD and Edina, except as may be specified in the contract documents as the responsibility of NMCWD, in collaboration with Edina.
 - f. The contractor timely provide NMCWD with certification of the Contracted Work as substantially complete for the intended purposes.
- ii. Either NMCWD or the NMCWD engineer on NMCWD's behalf will provide construction oversight for and otherwise oversee implementation of the Contracted Work. NMCWD may adjust the plans and specifications for the Contracted Work during implementation, as long as the revisions:
- a. Do not require NMCWD to exceed the scope of the rights granted to it under this agreement;
 - b. are made in consultation with Edina to ensure compatibility of the Contracted Work with Edina's continued use and operation of Rosland Park for its customary public recreational purposes; and
 - c. do not expand Edina's operations and maintenance responsibilities or its costs to fulfill same under this agreement;
- unless Edina approves any such changes in writing.
- iii. NMCWD will timely engage and consult Edina on material changes to the plans and specifications for the Contracted Work, if any.
- iv. Until substantial completion of the Contracted Work for the purposes intended, if NMCWD, in its judgment, should decide that the Project is infeasible, NMCWD, at its option, may declare the agreement rescinded

and annulled. If NMCWD so declares, all obligations herein, performed or not, will be voided and, if land-disturbing activities for the Project have commenced, NMCWD will return the Property materially to its prior condition or to a condition agreed to in writing by Edina and NMCWD.

- v. NMCWD will notify Edina within five business days of receipt of a certification of substantial completion from the contractor contracted to implement the Contracted Work.

C. *Operation and maintenance planning and implementation.* The Project includes and the parties will collaborate on the operation and maintenance of the Filtration System and associated monitoring equipment in accordance with the following:

- i. NMCWD will contract with the NMCWD engineer for the development, in collaboration with Edina, of specific written procedures and protocols for operation and maintenance and monitoring the performance of the Filtration System (the O&M Plan). The O&M Plan will provide, at a minimum, for:
 - a. Specification of routine operation and maintenance of the Filtration System, including electrical requirements, operation of the pump, operation of a skimmer and ongoing maintenance – but not replacement – of the treatment media in the Filtration System to maintain designed functionality;
 - b. Performance tracking and reporting of volumes treated by the Filtration System.

NMCWD, or the NMCWD engineer on NMCWD's behalf, will submit the final draft O&M Plan for Edina's review and approval in accordance with paragraph 2D herein.

- ii. Edina will complete or contract for the routine operation and maintenance of the Project in accordance with the O&M Plan, once approved pursuant to paragraph 2D herein, and will provide at its sole expense the electrical power necessary for the Project.
- iii. NMCWD will complete or contract for the completion of startup; monitoring of performance, functionality and effectiveness of the Treatment System; troubleshooting and adjustment of the functionality of the Filtration System in the first two years after certification of the Contracted Work as substantially complete.
- iv. NMCWD will complete or contract for the completion of major maintenance and repair of the Contracted Work, as necessary, for the two years after the date the Contracted Work is determined to be substantially complete for the intended purposes, and Edina will

complete or contract for the completion of major maintenance and repair of the Contracted Work thereafter.

- a. "Major maintenance and repair," as used herein, is defined as removal and replacement of the treatment media in the Filtration System and all activities not encompassed within the O&M Plan's specification of routine operation and maintenance.
 - v. NMCWD will complete or timely contract for performance assurance, monitoring of the performance including functionality and effectiveness, troubleshooting and adjustment of the Filtration System starting two years after substantial completion of the Contracted Work.
- D. *Education and outreach, publicity and endorsement.* Edina and NMCWD will collaborate on development and production of outreach, education and publicity materials regarding the Project. NMCWD and Edina will collaborate on the development of educational and informational signage pertinent to the Project, and either party, at its cost, may develop, produce and distribute educational, outreach and publicity materials related to the Project, and may install, maintain, replace or remove signage in Rosland Park related to the Project. All such signage and materials, whether produced by NMCWD or Edina, will include acknowledgement of the funding and participation of the other party in the Project and of any grant funding received for the Project. For purposes of this paragraph, "publicity" includes notices, informational printed materials, press releases, research reports, signs and other public notices, whether electronic or printed.
- E. *Ownership of the Contracted Work.* On completion of the Contracted Work, ownership of all equipment and materials installed on and incorporated into Rosland Park for the Project will vest in Edina.
- F. *Costs.* Except as specifically provided herein, each of the parties will bear the costs of enforcing its rights and fulfilling its responsibilities under this agreement, as well as incidental costs. And in the event of cancellation, the parties will bear all costs incurred by each of them prior to NMCWD's issuance of notice to Edina in accordance with paragraph 1B.iv herein.
- i. NMCWD will be responsible for costs as follows:
 - a. All costs of design and construction management of the Project and development of the O&M Plan;
 - b. All costs of work for project startup and performance assessment, troubleshooting and adjustment in accordance with paragraph 1C.iii herein;
 - c. All costs of major maintenance and repair initiated in the first two years after the date of substantial completion and 30 percent of costs of major repair initiated two years or more after the date of substantial completion of the Contracted Work;

- d. All costs of startup, monitoring and performance adjustment of the Project in accordance with 1C.v herein in the first two years after substantial completion of the Contracted Work, and 70 percent of costs of performance monitoring, troubleshooting and adjustment of the Project starting two years after substantial completion of the Contracted Work.
- ii. Edina will be responsible for costs as follows:
 - a. All costs of routine operation and maintenance of the Project as defined by and in accordance with the O&M Plan, including the electrical power needed for Project operation;
 - b. 30 percent of the costs of monitoring and performance adjustment of the Project, and 70 percent of the costs of major repair of the Project initiated two years or more after substantial completion of the Contracted Work.

In addition, Edina will contribute the property access and use rights necessary for the Project at no out-of-pocket cost to NMCWD.

- iii. The party responsible for the majority of any cost identified herein will be reimbursed by the other party for the portion of such cost for which it is responsible, and will submit documentation of costs to support reimbursement, which will be rendered within 35 days of submission of all necessary documentation.

2. EDINA'S FURTHER RIGHTS AND RESPONSIBILITIES, AND GRANT OF RIGHTS FOR ACCESS, CONSTRUCTION AND MAINTENANCE

- A. Edina will have 15 days after receipt to review and approve the 90 percent complete design, plans and specifications for the Contracted Work provided in accordance with paragraph 1A herein. Failure to act within the specified time will constitute approval. In addition to its right to consult on the development of the O&M Plan, Edina will have 60 days from receipt to review and approve the final draft O&M Plan submitted in accordance with paragraph 1C.i herein. Failure to act within the specified time will constitute approval. Edina's approvals under this agreement will not be unreasonably withheld.
- B. *Grant of easement.* Edina hereby grants to NMCWD, its contractors, agents and assigns a nonexclusive term easement to access and use the portions of Rosland Park necessary for access, construction and maintenance of the Project as delineated in the 90 percent design, plans and specifications for the Contracted Work prepared in accordance with paragraph 1X herein, and otherwise as necessary to fulfill NMCWD's obligations and exercise its rights under this agreement. NMCWD, on reasonable notice to and with the assistance of Edina, may temporarily restrict or preclude public access to portions of Rosland Park to ensure safety while construction or maintenance activities are under way.

- i. Notwithstanding that the grant of an easement specified above is nonexclusive, Edina agrees that it will forbear from any activity that unreasonably interferes with NMCWD's ability to exercise its rights or meet its obligations under this agreement, including the transfer of ownership of Rosland Park. Subject to its interest in preserving public safety, Edina will facilitate NMCWD's reasonable exercise of its rights under this agreement with regard to access to and use of Rosland Park, including but not limited to the right to place signage within Rosland Park to facilitate effective implementation of the Project. Edina will not take any action within or adjacent to Rosland Park that could reasonably be expected to diminish the effectiveness or function of the Project for the purposes intended.
- C. The Project will include the basic design and construction of the Filtration System, but Edina will retain sole authority over and financial and other responsibility for the development and implementation of plans and specifications for art, park signage, lighting and other accessory elements in Rosland Park related to the Filtration System. Edina will forbear from any activity that interferes with the NMCWD's ability to exercise its rights or meet its obligations under this agreement, including but not limited to Edina's conveyance of ownership of the Rosland Park. Edina will facilitate NMCWD's reasonable exercise of its rights under this agreement with regard to access to and use of Rosland Park. Edina will not take any action within Rosland Park that could reasonably be expected to diminish the effectiveness or function of the Project for the purposes intended.
- D. Edina, as owner of Rosland Park, will cooperate with NMCWD's and its contractor's efforts to obtain permits and approvals needed for the Project and authorizes NMCWD to apply for such permits and approvals on its behalf. Edina, in its regulatory capacity, will facilitate the proper and efficient processing of any permits and approvals needed for the Project.
 - i. Beginning two years after the date of certification of substantial completion of the Constructed Work, Edina will be responsible for obtaining any new or renewed permits or approvals from the State of Minnesota required for continued operation of the Project.
- E. Edina may conduct data-collection and analysis on the performance of the Project or utilize data collected by either of the parties under the terms of this agreement with regard to reduction of loading of phosphorus and other pollutants to Lake Cornelia, and may apply any and all credit generated by the Project toward its obligations, goals and requirements imposed by state or federal regulatory programs, such as the National Pollutant Discharge Elimination System as applied to Edina.
- F. Edina will cooperate with NMCWD in all communications and outreach to property owners affected by the Project.

3. NMCWD'S FURTHER RIGHTS AND COMMITMENTS

- A. As between the parties and with the exception specified in paragraph 2D.i herein, NMCWD will obtain all necessary permits, licenses and approvals, and will ensure that the Project is completed in accordance with applicable law and regulatory standards and criteria.
- B. After approval by Edina of the 90 percent design, plans and specifications as provided in paragraph 2A herein, NMCWD will contract with the NMCWD engineer for the development of the final design, plans and specifications for the Construction Work and the Project. Notwithstanding the foregoing, NMCWD makes no warranty to Edina regarding the NMCWD engineer's or another third party's performance in design, construction or construction management for the Project.
- C. NMCWD will contract for the construction of the Contracted Work in accordance with applicable public-procurement law, as determined by NMCWD.

4. GENERAL TERMS

- A. Independent Relationship; Liability. This agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59. Each party agrees that it will be responsible only for its own acts and the results thereof to the extent authorized by the law and will not be responsible for the acts or omissions of the other party and the results thereof. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. As between the parties, only contract remedies are available for a breach of this agreement.
- B. Edina and NMCWD enter this agreement solely for the purposes of construction and maintenance of the Project to improve water quality in Lake Cornelia and Lake Edina. NMCWD does not have, has not had, and will not be deemed to have acquired by entry into or performance under this agreement, any form of interest or ownership in or to any portion of Rosland Park. NMCWD does not exercise, has not exercised, and will not by entry into or performance under this agreement be deemed to have exercised, any form of control over the use, operation or management of any portion of Rosland Park or property adjacent to Rosland Park prior to the commencement of construction of the Project such as would render NMCWD a potentially responsible party for any contamination under state or federal law.
- C. Complete agreement. This agreement, as it may be amended in writing, constitutes the entire agreement between the parties for the Project. Any amendment to this agreement must be in writing and will not be effective until it has been executed

IN WITNESS WHEREOF, the parties have executed this agreement, intending to be legally bound.

Nine Mile Creek Watershed District
a political subdivision of the State of Minnesota


By Robert Cutshall
Its President

Date: 12-17-2020

Approved as to form and execution

NMCWD Counsel

City of Edina
a Minnesota municipal corporation


19709467ED9E4C2

By James Hovland

Its Mayor


658BD79416264A5

By Scott Neal
Its City Manager

Date: 8/18/20

Date: 8/18/20



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.D.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Jessica V. Wilson, Water Resources Manager

Item Activity:

Subject: Request for Purchase: Contract ENG 24-1NB-5 Mill
Pond Mechanical Harvesting of Aquatic Vegetation
Management

Action

ACTION REQUESTED:

Approve request for purchase for mechanical harvesting of aquatic vegetation in Mill Pond by Premier Lake Harvesting for 2024 and 2025 for \$68,600.

INTRODUCTION:

The City provides mechanical harvesting of aquatic vegetation in Mill Pond at the request of residents. The Engineering Department requested quotes for the mechanical treatment of submerged aquatic plants to occur five times during the open water season for 2024 and 2025.

The cost of this work is paid by residents through special assessment with a credit applied consistent with the city-funded algae treatments of other waterbodies.

Four responses to the RFQ were received. Staff recommends awarding the contract to Premier Lake Harvesting for \$68,600 for 2024 and 2025 services.

ATTACHMENTS:

Request for Purchase: Mill Pond AVM

ENG24-1-NB-5 Contract



CITY OF EDINA

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

Requisition Number

12400067

Request for Purchase

Department: Engineering

Buyer: Jessica V. Wilson

Date: 03/06/2024

Requisition Description: Mill Pond Aquatic Vegetation Management

Vendor: PREMIER LAKE HARVESTING

Cost: \$68,600.00

REPLACEMENT or NEW: -

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION: Aquatic vegetation management for the Mill Pond per Lake & Pond policy.

Four responses to the RFQ were received. Staff recommends awarding the contract to Premier Lake Harvesting for 2024 and 2025 vegetation harvesting services.

BUDGET IMPACT:

The cost of this work is paid by residents through special assessment with a credit applied consistent with the city funded algae treatments of other waterbodies from stormwater utility fund.

COMMUNITY IMPACT:

Service requested and paid for by residents.

ENVIRONMENTAL IMPACT:

Aquatic vegetation management per Lake & Pond policy.

ENG 24-1NB-5
FORM OF AGREEMENT
BETWEEN CITY OF EDINA AND CONTRACTOR
FOR NON-BID CONTRACT

THIS AGREEMENT made this 6th day of March, 2024, by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“Owner” or “City”) and **Premier Lake Harvesting, 8421 Wayzata Blvd #200, Golden Valley, MN 55426** (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. City of Edina General Contract Conditions
- C. Specifications prepared by City of Edina
- D. Contractor’s Quote.

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

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

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contract **\$68,600.00** inclusive of taxes, if any.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer.
- B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work.
- C. Payments to Subcontractors.
 - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor’s receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is

\$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

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

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

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

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

5. COMPLETION DATE. The Work must be completed by **end of year 2025.**

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities)

which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

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

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

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

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

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 aggregate products and completed operations
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Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate
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Contractual Liability (identifying the contract):

Bodily Injury:	\$1,000,000 each occurrence
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Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate
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Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 each accident
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Property Damage:	\$1,000,000 each occurrence
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9. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the quote shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications.

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

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

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

12. MISCELLANEOUS.

- A. Terms used in this Agreement have the meanings stated in the General Conditions.
- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. Software License. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device,

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

- G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
- J. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- K. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- L. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- M. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

CITY OF EDINA

BY: _____
Its Mayor

AND _____
Its City Manager

CONTRACTOR

BY: _____
Its

AND _____
Its



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.E.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Jessica V. Wilson, Water Resources Manager

Item Activity:

Subject: Request for Purchase: Contract ENG 24-1NB-1
Non-Assessed Aquatic Vegetation Management

Action

ACTION REQUESTED:

Approve request for purchase for aquatic vegetation management by Lake Management Inc for 2024-2025 for \$83,744.

INTRODUCTION:

The City provides aquatic vegetation management for lakes and ponds at the request of residents, according to the Lake & Pond Management Policy. The Engineering Department requested quotes for the herbicidal treatment of algae for several waterbodies, as well as DNR permitting and resident communication. The quote also includes herbicidal treatment of invasive curly leaf pondweed.

Six responses to the RFQ were received. Staff recommends awarding the contract to Lake Management Inc for \$83,744 for 2024 and 2025 services.

ATTACHMENTS:

Request for Purchase: Non-Assessed AVM

ENG 24-1NB-1 contract



CITY OF EDINA

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

Requisition Number

12400066

Request for Purchase

Department: Engineering

Buyer: Jessica V. Wilson

Date: 03/06/2024

Requisition Description: Nonassessed Aquatic Vegetation Management

Vendor: LAKE MANAGEMENT INC

Cost: \$83,744.00

REPLACEMENT or NEW: -

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

The City of Edina provides aquatic vegetation management for lakes and ponds at the request of residents, according to the Lake & Pond Management Policy. The Engineering Department requested quotes for the herbicidal treatment of algae for several waterbodies, as well as DNR permitting and resident communication. The quote also includes herbicidal treatment of invasive curly leaf pondweed.

Six responses to the RFQ were received. Staff recommends awarding the contract to Lake Management Inc for 2024 and 2025 services.

BUDGET IMPACT:

The project is funded by the stormwater utility fund.

COMMUNITY IMPACT:

Services improve aesthetics and ecology of lakes and ponds.

ENVIRONMENTAL IMPACT:

Aquatic vegetation management per Lake & Pond policy.

ENG 24-1NB-1
FORM OF AGREEMENT
BETWEEN CITY OF EDINA AND CONTRACTOR
FOR NON-BID CONTRACT

THIS AGREEMENT made this 6th day of March, 2024, by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“Owner” or “City”) and **Lake Management Inc, 10400 185th St N, Marine on St. Croix, MN 55047** (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. City of Edina General Contract Conditions
- C. Specifications prepared by City of Edina
- D. Contractor’s Quote.

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

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

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contract **\$83,744.00** inclusive of taxes, if any.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer.
- B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work.
- C. Payments to Subcontractors.
 - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor’s receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is

\$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

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

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

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

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

5. COMPLETION DATE. The Work must be completed by end of year 2025.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities)

which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

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

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

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

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

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

Contractual Liability (identifying the contract):

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

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

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

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

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

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

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

12. MISCELLANEOUS.

- A. Terms used in this Agreement have the meanings stated in the General Conditions.
- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. Software License. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device,

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

- G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
- J. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- K. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- L. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- M. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

CITY OF EDINA

BY: _____
Its Mayor

AND _____
Its City Manager

CONTRACTOR

BY: _____
Its

AND _____
Its



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.F.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Jessica V. Wilson, Water Resources Manager

Item Activity:
Action

Subject: Request for Purchase: ENG 24-4 Bredesen Park
Restoration Construction Oversight

ACTION REQUESTED:

Approve request for purchase for ENG 24-4 Bredesen Park restoration construction oversight with RES for \$44,309.

INTRODUCTION:

At the February 20, 2024, meeting City Council authorized the Bredesen Restoration project. This construction oversight service agreement includes three years of oversight, syncing with the construction and maintenance contract. Construction oversight ensures performance standards are met. Final completion date is December 31, 2026.

ATTACHMENTS:

Request for Purchase: Bredesen Construction Oversight

Bredesen Restoration Construction Oversight Agreement



CITY OF EDINA

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

Requisition Number

12400068

Request for Purchase

Department: Engineering

Buyer: Jessica V. Wilson

Date: 03/06/2024

Requisition Description: Construction Oversight for Bredesen Park Restoration, ENG24-4

Vendor: (114799) RES GREAT LAKES

Cost: \$44,309.00

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: SERVICE - SERVICE CONTRACT

DESCRIPTION:

Construction oversight for the project that will restore approximately 31 acres in Bredesen Park to native oak savanna and wetlands.

The contract includes three years of oversight, syncing with the construction and maintenance contract. Final completion date is December 31, 2026.

BUDGET IMPACT:

Natural Areas Management is included in the 2023-2028 Capital Improvement Plan (CIP) under CIP number ENG21057. The construction oversight will be funded by the stormwater utility fund.

COMMUNITY IMPACT:

Bredesen Park is one of Edina's largest and most-visited parks, at over 200 acres. It is currently heavily infested with invasive species. Restoring natural areas aligns with the community goals described in the 2015 Parks Strategic Plan and 2021 Climate Action Plan. This contract is for oversight of the restoration project that was approved at the Council's February 20, 2024 meeting.

ENVIRONMENTAL IMPACT:

This project will restore Bredesen Park to its legacy ecotype of oak openings and savanna. Invasive species will be removed and native species will be planted. This restoration will improve habitat quality and water quality in Nine Mile Creek which runs through Bredesen Park. Construction oversight ensures performance standards are met.



Minnesota Office
20276 Delaware Avenue
Jordan, MN 55352

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

February 20, 2024

Jessica Vanderwerff Wilson, Water Resources Manager
City of Edina
7450 Metro Boulevard
Edina, MN 55439

Subject: Bredesen Park Natural Areas Restoration – Proposal for Construction Oversight 2024-2026 (RES PRJ110622)

Dear Jessica,

Thank you for requesting this proposal from Resource Environmental Solutions (RES) for Construction Oversight of the Bredesen Park Natural Areas Restoration as part of our Master Agreement with the City of Edina (dated April 18, 2022). To ensure the success of the restoration project, RES will conduct three years of construction oversight from 2024-2026. RES will provide all construction oversight services that we've provided for the City on other ecological restoration and management projects to ensure timely and successful execution of the project by the contractor (e.g., lead pre-construction meeting, review/approve of submittals, conduct field assessments, communicate regularly with the contractor and City, prepare annual summary reports and punch lists, conduct evaluation of performance standards, etc.). In addition, RES will provide additional materials to support the City in completing all reporting associated with the Minnesota Conservation Partners Legacy (CPL) grant that is funding the majority of the project.

RES appreciates the opportunity to present you with this proposal. Please contact us if you have any questions, comments, or additional needs. We look forward to continuing our work with you and the City of Edina.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Mensing", with a stylized, looped flourish at the end.

Doug Mensing, MS

Project Director | Principal Ecologist
dmensing@res.us | (612) 202-2252

A handwritten signature in black ink, appearing to read "Benjamin Staehlin", with a stylized, looped flourish at the end.

Benjamin Staehlin, MS

Project Manager | Ecologist 3
bstaehlin@res.us | (773) 251-0960



SCOPE OF WORK

Task 1. Conduct Construction Oversight 2024

Following the pre-construction meeting (covered under the RES Professional Service 2024 contract), RES will coordinate initial scheduling and logistics with the contractor, including providing location data and other assistance for the tree removal task. RES will conduct up to five (5) site inspections during 2024 to verify and document contractor work and determine if performance standards are being met. RES will provide brief correspondence following each site inspection to summarize progress and promptly communicate any significant issues to the City and the contractor, as needed. RES will answer questions from the City and the contractor regarding the project, as needed, and will prepare documents for any necessary change orders that may arise. RES will review all contractor submittals and provide assistance, as necessary, for any material substitutions.

At the end of the year, RES will produce a report summarizing the work completed in 2024, assessing whether the work is meeting performance standards, and noting work to be completed in the upcoming year. RES will submit a draft report to the City for comments and conduct one (1) round of revisions before issuing a final report to the City. RES will also prepare any necessary text or graphics to assist the City in its CPL grant reporting.

Deliverables: a) summary correspondence after site inspections; b) year-end summary report; c) support for CPL grant reporting; d) communications with City and contractor, as needed

Task 2. Conduct Construction Oversight 2025

RES will conduct up to four (4) site inspections during 2025 to verify and document contractor work and determine if performance standards are being met. RES will provide brief correspondence following each site inspection to summarize progress and promptly communicate any significant issues to the City and the contractor, as needed. RES will answer questions from the City and the contractor regarding the project, as needed, and will prepare documents for any necessary change orders that may arise. RES will review all contractor submittals and provide assistance, as necessary, for any material substitutions.

At the end of the year, RES will produce a report summarizing the work completed in 2025, assessing whether the work is meeting performance standards and noting work to be completed in the upcoming year. RES will submit a draft report to the City for comments and conduct one (1) round of revisions before issuing a final report to the City. RES will also prepare any necessary text or graphics to assist the City in its CPL grant reporting.

Deliverables: a) summary correspondence after site inspections; b) year-end summary report; c) support for CPL grant reporting; d) communications with City and contractor, as needed



Task 3. Conduct Construction Oversight 2026

RES will conduct up to four (4) site inspections during 2026 to verify and document contractor work and determine if performance standards are being met, including a final assessment with City staff and the contractor in late summer/early fall. As with previous tasks, RES will provide brief correspondence following each site inspection to summarize progress and promptly communicate any significant issues to the City and the contractor, as needed. RES will answer questions from the City and the contractor regarding the project, as needed, and will prepare documents for any necessary change orders that may arise. RES will review all contractor submittals and provide assistance, as necessary, for any material substitutions.

At the end of 2026, RES will produce a report summarizing the work completed over the entire project. RES will highlight any areas that did not meet performance standards and provide recommendations for future work. RES will submit a draft report to the City for comments and conduct one (1) round of revisions before issuing a final report to the City. RES will also prepare any necessary text or graphics to assist the City in its final CPL grant reporting.

Deliverables: a) summary correspondence after site inspections; b) final assessment of performance standards; c) final project summary report; d) support for CPL grant final report; e) communications with City and contractor, as needed

BUDGET

Task Description	RES Labor (\$)	RES Expenses (\$)	Total Budget (\$)
Task 1. Construction Oversight 2024	\$ 15,538	\$ 62	\$ 15,600
Task 2. Construction Oversight 2025	\$ 13,204	\$ 62	\$ 13,265
Task 3. Construction Oversight 2026	\$ 15,375	\$ 69	\$ 15,444
Project Total	\$ 44,116	\$ 193	\$ 44,309



Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of this signed authorization.

****PLEASE SIGN AND RETURN to RES.** An executed contract amendment containing both signatures will be returned to you. This Agreement is not binding upon RES until executed by an officer of RES.

Table 1 – RES

HGS, LLC dba RES	
Signature:	Date:
Name: William Stoll	
Title: Regional Manager, Region 4	
6575 West Loop South, Suite 300	
Bellaire, TX 77401	
Phone: 712.520.5400	Fax:
Email: wstoll@res.us	

Table 2 – City of Edina

Client: City of Edina	
Signature:	Date:
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Table 3 - Billing

Billing Address:	
<input type="checkbox"/> Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.G.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Jon Darsow, Facility Supervisor

Item Activity:

Subject: Request for Purchase: City Hall Election Storage
Professional Services

Action

ACTION REQUESTED:

Approve request for purchase for City Hall Election Storage and Level 2 Space Study professional services with Hammel, Green, and Abrahamson Inc. (HGA) for \$76,000.

INTRODUCTION:

This is for professional services to design and build an election storage area in a portion of the basement of City Hall. With elections moving to the basement, this creates an opportunity on the second level for office space changes identified in the space needs study. HGA will provide a schematic design of this area based on the space needs study. This project is funded from CIP Project #ADM21001.

ATTACHMENTS:

Request for Purchase: City Hall Election Storage Professional Services

Professional Services Agreement



CITY OF EDINA

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

Requisition Number

12400063

Request for Purchase

Department: Engineering

Buyer: Jon Darsow

Date: 02/27/2024

Requisition Description: Professional Services City Hall Election Storage

Vendor: HAMMEL GREEN AND ABRAHAMSON INC

Cost: \$76,000.00

REPLACEMENT or NEW: (NEW) - NEW

PURCHASE SOURCE: (SERVICE K) – SERVICE CONTRACT

DESCRIPTION:

This is a professional services contract to design a new space for our City's Elections team. A larger secure space to store and maintain all the city's election equipment in one location. Services include a Schematic Design (SD) of the second-floor office space area (fit plan and cost estimate) once elections moves.

BUDGET IMPACT: This project is being funded by CIP Project # ADM21001.

COMMUNITY IMPACT:

This project will allow for all voting machines and equipment to be stored, maintained and in one secure location.

ENVIRONMENTAL IMPACT: N/A



420 North 5th Street, Suite 100 612.758.4000
Minneapolis, MN 55401 HGA.COM

February 27, 2024

Mr. Derik Otten
Facilities Manager
City of Edina, Engineering Department
7450 Metro Boulevard
Edina, Minnesota 55439

Re: City of Edina, City Hall Election Storage and Level 2 Space Study
 Proposal for Professional Services

Dear Mr. Otten:

At your request, Hammel, Green and Abrahamson, Inc. (HGA) is pleased to submit this Proposal to provide Professional Services related to the Election Storage Suite and Level 2 (Space Study) at the Edina City Hall and Edina Police Station at 5801 West 50th Street in Edina, Minnesota.

We value our longstanding relationship, and we are pleased to submit this Scope of Work and Fee Proposal to provide Professional Design Services for your consideration. The Project Scope of Work, as we understand it, and the Services we will provide are outlined below:

PROJECT UNDERSTANDING

Based on our initial project discussions, we understand there is a desire to convert the existing basement level storage area (B100A and B100B) into an area for the election storage, facility storage, and police (SWAT) storage. The police storage will be for turn-out gear, and ammunition will not be stored in this area.

The creation of an Election Storage Workroom is the primary project objective, and that will allow the second floor Election Storage (B206) to be vacated. There is a desire to complete construction by November 1, 2024.

Since this basement space is currently served by AHU-3, and that unit is past the end of its useful life, this project will also design the replacement of AHU-3.

As an additional project scope item, the second level pre-design (fit plan and cost estimate) will be included as part of this project, but it will be managed with an independent project number (3857-022). Per our onsite meeting, we understand the following spaces will be vacated: B205

Supply Storage, B206 Election Storage, B207 IT Workroom, B231 Archive Storage, and B230 Finance Storage.

Design priorities include:

- a) Target budget for construction: \$500,000 - \$750,000
- b) Second floor remain secure / public access is not expected.
- c) IT area, help desk, possible counter at door B205.
- d) Relocate Parks & Rec to level 2. (4 office, 7 workstations, 2 hotel)
- e) Scope to include new carpet and paint in areas of work.
- f) Possible new workstation standards, but likely still dedicated (1:1).
- g) Need for hotel stations.
- h) Consolidate printers to one area.
- i) See if the design moves could leverage aspects of the Space Needs Assessment
 - More conference rooms, huddle rooms (2 additional)
 - Zoom rooms – 1-2 people, 4 people (Focus or huddle with technology)

SCOPE OF BASIC SERVICES

Upon our understanding of the Project, HGA proposes to provide the following Services for the Election Storage scope:

1. Design /Phase (combined SD/DD)
 - a. Project Kickoff Meeting (Virtual)
 - b. Team Meetings (2, Virtual)
 - c. Existing Conditions Site Visits (2)
 - d. Outline Specifications
 - e. 100% Design Drawings
2. Construction Documents (CD) Phase
 - a. Team Meetings (2, Virtual)
 - b. 90% Page Turn of CD Documents with City Staff (via video conference)
 - c. Quality Control Review
 - d. Design Drawings and Specifications (issue for bid)
3. Bidding (included in CA Fee)
 - a. Pre-Bid Meeting attendance
 - b. RFI & Substitution Requests review and response
 - c. Addenda as required
 - d. Bid Opening attendance
4. Construction Administration (CA) Phase (estimated 14 weeks)
 - a. Pre-Construction Meeting – lead and facilitate
 - b. Shop Drawing and Submittal review and response

- c. Construction Meetings (four in person, four via video conference)
- d. Site Observation Visits (four, following Construction Meetings)
- e. Punchlist (one)
- f. RFI review and response
- g. Proposal Request (PR) & Supplemental Information (SI) creation
- h. Record Drawings and Closeout Documentation

Upon our understanding of the Project, HGA proposes to provide the following Services for the Level 2 Pre-design scope:

- 1. Pre-Design Phase (four weeks)
 - a. Team Meetings (2, Virtual)
 - b. Existing Conditions Site Visit (1)
 - c. Approved test fit plan
 - d. Construction cost estimate

SCHEDULE

The above-described work is anticipated to be completed upon received Notice-to-Proceed as outlined below:

Week (s)	Week of	Activity
1	2/26/24	Kickoff Meeting (Virtual)
2	3/4/24	Development
3	3/11/24	Project Meeting (Virtual)
4	3/18/24	Development
5	3/25/24	Project Meeting (Virtual)
6	4/1/24	Issue 100% Design
7	4/8/24	Project Meeting (Virtual)
8	4/15/24	Development
9	4/22/24	Project Meeting (Virtual)
10	4/29/24	Development
11	5/6/24	90% Page Turn Review Meeting (Virtual)
12	5/13/24	Development
13	5/20/24	Issue CDs for Bid / Permit
14-21	5/27/24	Bid/Award, Permit (estimated)
22-34	7/22/24	Construction Administration (14 weeks – estimated)
35	10/21/2024	Project Complete

CLIENT RESPONSIBILITIES

To meet the objectives and schedule of the Project, it is understood that the Owner will:

1. Provide a primary point of contact who will lead the Owner's team throughout the Project and coordinate Owner staff for meetings.
2. Provide review of submitted documents within ten business days.

ASSUMPTIONS

1. Field observation includes the review of the existing visible conditions of the Project Area only for conformance with base drawing wall layouts provided by Client or Landlord. HGA assumes the base drawings will be wholly accurate to existing on-site conditions. Detailed documentation of field conditions, if required, shall be subject to Additional Services.
2. Sets of as-built architectural, electrical, and mechanical drawings from the Project Area of Work and accurate CAD or BIM (Revit) files will be provided by the Client.
3. Should this documentation be incomplete or inaccurate, Additional Services may apply.
4. HGA will produce one set of Construction Documents. Phased, multiple-bid, or additional sets are not included.
5. All drawings will be produced using Revit.
6. The parties agree that the drawings issued in either PDF or hardcopy containing the author's seal and signature are the Construction Documents. BIM models and CAD files are not intended to be used for construction. Any reliance on BIM and CAD files shall be done at the relying party's own risk and without liability to HGA.
7. The Scope of Services and compensation provisions assume that there will be no major infrastructure or code complications (architectural or otherwise) with the building. Addressing any such issues will be considered an Additional Service.
8. Additional on-site meetings and/or site visits, beyond those outlined in the Scope of Services, will be considered an Additional Service.
9. The Client shall assume full responsibility for project management and coordination of installation of the Client's own consultants and vendors including but not limited to telephone, data and cabling systems, audio/visual, and other related vendors.
10. The Client's consultants and vendors will provide timely input during the Design Development and Construction Document Phases so the system requirements can be incorporated into the Scope of Work.
11. Out-of-sequence information or changes to the Project that require redesign, drawing revisions, and additional communications or meetings will be subject to Additional Services.
12. HGA shall not be responsible for delays caused by factors beyond HGA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks, (including but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or

disapprove of HGA's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond HGA's reasonable control occur, the Client agrees that HGA shall not be responsible for the damages, nor shall HGA be deemed in default of this Agreement.

13. Technical specifications as prepared by HGA will be located in a project manual or on the drawing sheets. The Client will provide all front-end specifications including general requirements and applicable Division 0 and 1 sections.
14. HGA will be coordinating project scope with the following Owner's vendors:
 - a. Video surveillance: Protec
 - b. Access control: Protec
 - c. Intercom: Protec
 - d. Audio Visual : Bluum.
15. The City of Edina's IT Department will be coordinating the following project scope items:
 - a. Voice/Data
 - b. Wi-Fi
 - c. Distributed Antenna System (Cellular coverage)
 - d. Telephone

EXCLUSIONS

1. Arc fault testing of any existing equipment.
2. Load testing of existing equipment
3. Test and balance of systems
4. Existing fire alarm system
5. Scoping of any underground piping or conduit.
6. Construction cost estimating and project scheduling.
7. Assessment of emergency power or special power needed.
8. Building code analysis, including restroom capacity, parking, and site requirements.
9. AV/IT/low voltage and security design.
10. Structural Engineering design services.
11. Acoustical design services.
12. Construction Documents of Level 2.

ADDITIONAL SERVICES

HGA may be requested to provide Additional Services or the services of Outside Consultants, as necessary, which are beyond the Basic Services provide for in this Proposal. Additional Services will be provided only upon your written authorization, and compensation shall be determined as part of any authorization to proceed with such services. A separate Proposal will be provided upon request. Additional Services may include, but are not limited to, the following:

1. Additional meetings beyond those listed herein.
2. Engineering Services outside of electrical, mechanical, and plumbing.

3. Reconciling and/or addressing major infrastructure or code complications (architectural or otherwise) with the building.
4. Any required upgrades and/or modifications of the building envelope, roofing, or engineering systems (including water, sanitary, gas, and electrical services) beyond the aforementioned.
5. Additional time or services in connection with requests for code variances or special concessions negotiated with governmental officials that are not known at this time.

COMPENSATION

Compensation to HGA for Basic Services set forth in this Proposal will be on an Hourly Rate basis, up to an estimated maximum of \$76,000.

Reimbursable expenses for travel and printing are estimated to be \$500 and are included in the fees above.

ACCEPTANCE


HGA and the City of Edina have an established Master Service Agreement. The client's acceptance of this proposal will be secured through the terms and conditions of that agreement.

We sincerely appreciate this opportunity to serve the City of Edina. Please email or call my cell phone at 414-405-2244 if you have questions regarding our Proposal.

Sincerely,

Hammel, Green, & Abrahamson, Inc. (HGA)

City of Edina

By  _____

By _____

Name Cory Powers

Name _____

Title Principal | Vice President

Title _____

Date February 27, 2024

Date _____

cc: Jon Darsow, City of Edina
Tim Guyette, HGA



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.H.

To: Mayor and City Council

Item Type:
Report / Recommendation

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

Item Activity:
Action

Subject: Resolution No. 2024-23: Support for GreenCorps
Host Site Application

ACTION REQUESTED:

Adopt Resolution No. 2024-23 approving support for GreenCorps host site application.

INTRODUCTION:

The Minnesota GreenCorps program is a statewide initiative, coordinated by the Minnesota Pollution Control Agency (MPCA), to preserve and protect Minnesota's environment while training a new generation of environmental professionals. The program places AmeriCorps members with host organizations around the state to assist communities and local governments. The City has hosted two GreenCorps members in the past and have found it beneficial to moving sustainability work forward. GreenCorps is funded through AmeriCorps and MPCA. Edina gives in-kind donation through staff time to onboard member.

The City has hosted GreenCorps members in its Sustainability and Public Health (Organics) Divisions in 2017, 2019, 2021 and 2022. In 2024, the City will apply for a member focused on outreach and education programs for the City's waste reduction, organics recycling and sustainability initiatives to increase public awareness and participation to achieve City's Climate Action Plan goals.

ATTACHMENTS:

Resolution No. 2024-23: Support for GreenCorps Host Site Application



RESOLUTION NO. 2024-23
A RESOLUTION TO SUPPORT GREENCORPS HOST SITE APPLICATION

WHEREAS, the City of Edina has applied to host an AmeriCorps member from the Minnesota GreenCorps, a program of Minnesota Pollution Control Agency (MPCA), under its 2024-2025 program service year; and

WHEREAS, if the MPCA selects the City of Edina, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with the pre-scoped position description; and

WHEREAS, the MPCA requires that the City of Edina enter into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Edina, Hennepin County, Minnesota, to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein and to comply with all of the terms, conditions, and matching provisions of the host site agreement and authorizes and directs the City Manager to sign the grant agreement on its behalf.

Passed and adopted: March 6, 2024.

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 March 6, 2024, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 2024.

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: March 6, 2024

Agenda Item #: VI.I.

To: Mayor and City Council

Item Type:

Report / Recommendation

From: Andrew Scipioni, Transportation Planner

Item Activity:

Subject: Traffic Safety Report of January 30, 2024

Action

ACTION REQUESTED:

Approve staff recommendations in the Traffic Safety Report of January 30, 2024.

INTRODUCTION:

The Traffic Safety Committee recommends action on two items and no action on seven items.

The Transportation Commission reviewed the report at their February 15 regular meeting; no additional recommendations were provided.

See attached report.

ATTACHMENTS:

Traffic Safety Report of January 30, 2024

STAFF REPORT



Date: March 6, 2024

To: Mayor and City Council

From: Nick Bauler, Traffic Safety Coordinator

Subject: Traffic Safety Report of January 30, 2024

Information / Background:

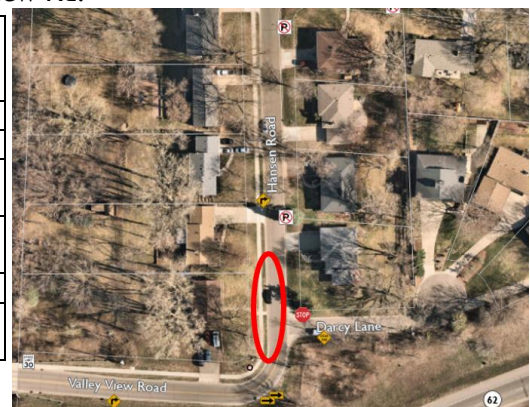
The Traffic Safety Committee (TSC) review of traffic safety matters occurred on January 30. The Traffic Safety Coordinator, City Engineer, Streets Public Service Worker, Transportation Planner, Police Sergeant, Public Works Director and Assistant City Planner were in attendance for this meeting. The Transportation Planner was not able to attend but was informed of the recommendations.

On each of the items, persons involved have been contacted and the staff recommendation has been discussed with them. They were informed that if they disagree with the recommendation or have additional facts to present, they can submit correspondence to the Transportation Commission and/or to City Council prior to the March 6 regular meeting.

Section A: Items on which the Traffic Safety Committee recommends action

AI. Request for parking restrictions on Hansen Rd and Valley View Rd.

Description	Requestor is concerned with sight lines when vehicles are parked on west side of Hansen Rd, north of Valley View Rd.
ADT	1,623 (2013)
85% Speed	30.1 mph (2009)
Crashes	One in 2022. Eastbound vehicle ran off road and hit electrical pole.
Sight Lines	Compromised by roadway geometry and grade change.
Previous Request	N/A
Unique Circumstances	Roadway reconstructed in 2017. Street is 24' wide.

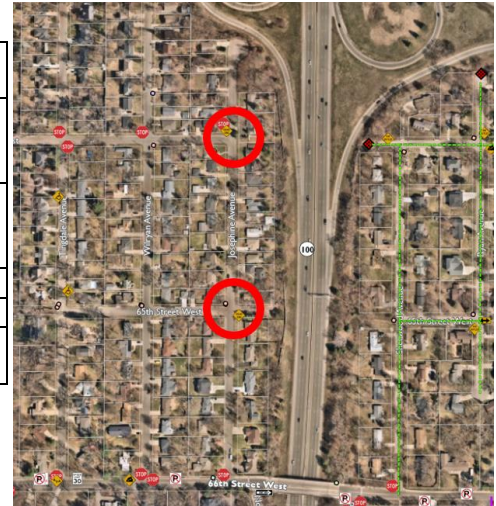


Hansen Rd at Valley View Rd

Staff recommends parking restrictions on Hansen Rd and Valley View Rd along the curve.

A2. Two requests for adding and replacing Dead End/No Outlet signs along Josephine Ave at W 64th and W 65th Sts.

Description	W 64 th – Request to add No Outlet for Josephine traffic. W 65 th – Request to replace Dead End with No Outlet.
AADT	Josephine – 609 (2018) W 64 th – 500 (2014) W 65 th – 68 (2018)
85% Speed	Josephine – 31.7 mph (2018) W 64 th – 20.1 (2014) W 65 th – 22.6 (2018)
Crashes	None at both intersections.
Sight Lines	Adequate
Unique Circumstances	End of street is visible for both locations.



Josephine Ave at W 64th & W 65th Sts

Staff recommends installing **No Outlet** signage at **W 64th St and Josephine Ave**. Staff also recommends removing the **Dead End** sign at **W 65th St and Josephine Ave** and installing an **X4-I I** sign at the east end of **W 65th St**.

Section B: Items on which the Traffic Safety Committee recommends no action

B1. Request for improved crossing treatments at W 65th St near M Health Fairview Southdale Hospital.

Description	Hospital staff concerned with current standard crosswalk not visible enough for drivers on W 65 th St. Note of vulnerable users crossing.
ADT	2,300 (2023)
85% Speed	N/A
Crashes	One crash involving eastbound left turning into north driveway, hit westbound vehicle (July 2021)
Ped and Bike Crosses	461 total crosses Peak hour of 65 crosses from Noon to 1 PM
Sight Lines	Adequate
Previous Requests	A crosswalk was installed in 2018 following Traffic Safety review.
Policy Guideline	Existing crosswalk treatment complies with City policy.
Unique Circumstances	Metro transit bus stop located at east side of hospital driveways. Approximately 700 feet east, W 65 th St will be reconstructed in 2024.

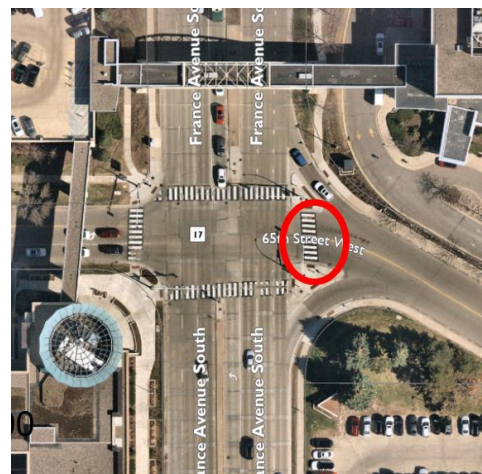


W 65th St Crosswalk

Staff recommends no action citing planned safety upgrades coming to this crossing during the construction of the **Metro Transit E-Line** in 2024 and 2025.

B2. Request for left and thru designations for westbound vehicles on W 65th St at France Ave.

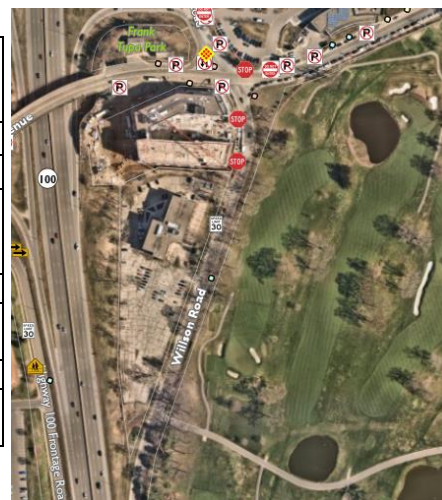
Description	Resident concerned with signal delays and requested separate designations.
ADT	W 65 th total westbound traffic– 3,331 (2018) Left – 485 – 15% total westbound traffic Thru – 568 – 17% total westbound traffic Right – 2270 – 68% total westbound traffic
Peak Hour	Left – 55 – 10% Thru – 98 – 18% Right – 383 – 71%
Crashes	Westbound left-turning vehicle hit eastbound thru. Two westbound vehicles cued and collided traveling over France (side-swipe).
Sight Lines	Adequate
Previous Request	Similar request, reviewed by Hennepin County staff in 2021- traffic volume and crash data did not warrant left turn signal.

W 65th St at France Ave

Staff recommends no action citing crash history and traffic volume does not warrant changes.

B3. Review parking designations on Willson Rd.

Description	Maison Green opened February 1 st , looking for clarity of on-street parking designations. Currently, parking is allowed on both sides of Willson Rd.
AADT	3,916 (2017)
85% Speed	36.1 mph
Crashes	One in 2015- vehicle exiting business driveway had impacted sight lines due to vehicles parked on the west side of Willson Rd.
Sight Lines	Adequate
Previous Requests	N/A
Street Width	29' 10" face to face of curb.
Unique Circumstances	196 unit with 270 underground parking spaces. 7 outdoor "guest" spaces



Willson Rd

Staff recommends no changes to on-street parking restrictions.

B4. Request for crosswalks over Blake Rd at Spruce Rd and/or Maloney Ave.

Description	Requestors live east of Blake Rd and want a neighborhood connection to the Harley Hopkins Family Center, Blake School and Alden Park.
ADT	4,730 (2021)
85% Speed	34.2 mph (2021)
Ped and Bike Crosses	Spruce - 60 total, peak hour of 12 (8-9 AM) Maloney - 31 total, peak hour of 10 (9-10 AM) Combined peak of 15 crosses at 8:30-9:30
Crashes	One crash at Maloney Ave and Blake Rd in 2015.
Sight Lines	Adequate
Previous Request	A crosswalk was previously in place at Spruce Rd.
Unique Circumstances	Blake was reconstructed in 2023. Sidewalk on west side, bike lanes on both sides of Blake.



Spruce Rd and Maloney Ave at Blake Rd

Staff recommends no action as crosswalk warrants are not met.

B5. Request for a crosswalk over Valley View Rd at Brookview Ave.

Description	Requester cites bus stop at corner should lead to a crosswalk over Valley View.
AADT	8,600 (2021)
85% Speed	36.1 mph (2005)
Bike & Ped Crosses	11 Pedestrians Two bicyclists
Crashes	Four in last five years. All include southbound vehicle failing to yield. Three accidents involved a westbound vehicle.
Sight Lines	Adequate
Previous Request	N/A
Previous Work	Brookview reconstructed in 2018. Valley View was overlaid in 2023.
Unique Circumstances	The bus stops at this intersection are not currently served.

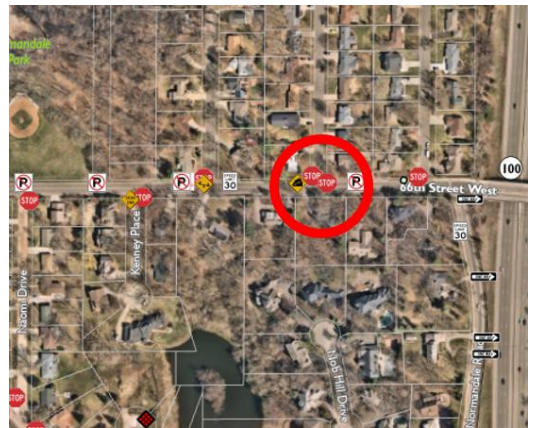


Valley View Rd and Brookview Ave

Staff recommends no action as crosswalk warrants are not met.

B6. Request for all-way stop controls at W 66th St and Wilryan Ave.

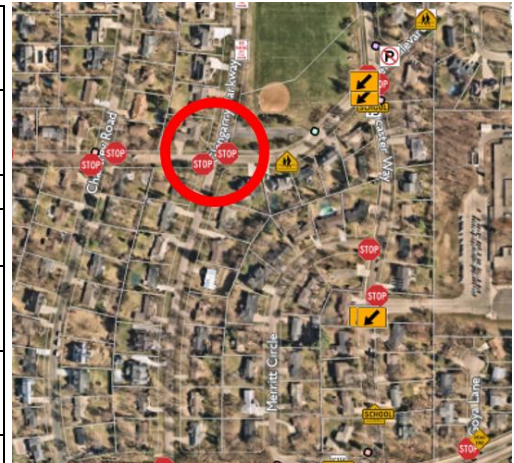
Description	Resident concerned with rush hour traffic on W 66 th St. Requesting police enforcement and a stop sign to help slow drivers and prevent non-local traffic from using W 66 th .
ADT	W 66 th – 4,676 (2022) Wilryan – 684 (2018)
85% Speed	W 66 th – 39.8 mph (2022) Wilryan – 29.7 mph (2018)
Crashes	None at intersection.
Sight Lines	Adequate, but impacted due to grade of W 66 th St.
Previous Request	Westbound stop sign on W 66 th installed in 1972- to slow speeds and allow southbound drivers on Tingdale reaction times to enter W 66 th .
Unique Circumstances	10% slope from Wilryan to Normandale Park (750')

W 66th St at Wilryan Ave

Staff recommends no added stop controls. The Police Department will enforce speeds at their discretion.

B7. Request for all-way stop controls at Ayrshire Blvd and Glengarry Pkwy.

Description	Concerned with fast vehicles on Glengarry and level of safety for children crossing when going to Highlands Elementary School.						
Turn Count (April 2023)	<table> <tr> <td>Glengarry</td><td>Ayrshire</td></tr> <tr> <td>Northbound – 144</td><td>Eastbound - 93</td></tr> <tr> <td>Southbound – 95</td><td>Westbound - 220</td></tr> </table>	Glengarry	Ayrshire	Northbound – 144	Eastbound - 93	Southbound – 95	Westbound - 220
Glengarry	Ayrshire						
Northbound – 144	Eastbound - 93						
Southbound – 95	Westbound - 220						
85% Speed	N/A						
Crashes	One in 2019- eastbound driver failed to stop at 2-way stop control, hit by northbound driver						
Sight Lines	Drivers on Ayrshire have impacted sight lines at intersection when both facing south. Due to this, Ayrshire is stop-controlled.						
Previous Request	Complaints about trees blocking stop signs and vegetation impacting intersection sight lines. Both follow current clear-view ordinance.						
Unique Circumstances	The intersection is adjacent to Highlands Park; Sidewalks are recommended to the north and west.						

*Ayrshire Blvd at Glengarry Pkwy*

Staff recommends no additional stop controls as warrants are not met.

Section D: Other traffic safety items handled

D1. A resident reported vehicles driving over one of the new roundabouts near City Hall along Eden Ave and requested to paint the curb to prevent future instances. Striping was recently completed along the inner pavement portion of the roundabout and the City does not paint curbs to impact driver behavior.

D2. A resident was concerned with parents parking on Richmond Dr waiting to pick-up students at Our Lady of Grace in the afternoons. This was previously reviewed in August 2022 and no action was recommended.

D3. A concern was submitted regarding a northbound left turn signal malfunctioning from York Ave onto Hazelton Rd. The concern was referred to Hennepin County and the signal was reviewed and updated.

D4. A request was made for a sidewalk on W 66th St, west of Highway 100. The resident was informed a sidewalk is anticipated for construction within the 5-year Capital Improvement Plan.

D5. A request was made for speed enforcement along Xerxes Ave near W 64th St. The Edina Police Department was requested to patrol the area and use the mobile speed trailer to raise awareness of vehicle speeds.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.J.

To: Mayor and City Council

Item Type:

Report / Recommendation

From: Stephanie Hawkinson, Affordable Housing
Development Manager

Item Activity:

Subject: Resolution No. 2024-22: Accepting Metropolitan
Council Local Housing Incentives Account Grant and
Authorizing Execution of Grant Agreement

Action

ACTION REQUESTED:

Adopt Resolution 2024-22 accepting Metropolitan Council Local Housing Incentives Account Grant and authorizing execution of grant agreement.

INTRODUCTION:

To support the City's Affordable Ownership Preservation Program, staff applied for a \$750,000 matching grant from the Metropolitan Council. These funds will match previously awarded funding from the City's Affordable Housing Trust Fund ("AHTF"): \$1,800,000 awarded to Habitat in 2023 and a cumulative amount of \$3,300,000 awarded to HWR in 2020, 2021, and 2023.

ATTACHMENTS:

Staff Report: Accepting Grant

Resolution 2024-22: Accepting Grant

Grant Agreement



Date: March 6, 2024

To: Mayor and City Council

From: Stephanie Hawkinson, Affordable Housing Development Manager

Subject: Resolution 2024-22: Accepting Metropolitan Council Local Housing Incentives Account (LHIA) Grant and Authorizing Execution of Grant Agreement

Information / Background:

To support the City's Affordable Ownership Preservation Program, in partnership with Homes Within Reach ("HWR") and Twin Cities Habitat for Humanity ("Habitat") staff applied for a \$750,000 matching grant from the Metropolitan Council. These funds will match previously awarded funding from the City's Affordable Housing Trust Fund ("AHTF"): \$1,800,000 awarded to Habitat in 2023 and a cumulative amount of \$3,300,000 awarded to HWR in 2020, 2021, and 2023.

Edina is confronted with entry-level properties being overpriced for most work-force households. The Affordable Ownership Preservation Program is designed to create housing affordability while preserving the modest priced homes in the City. This program is designed to remove funding limitations by the City using their AHTF to provide the upfront financing and the gap financing needed to keep the homes affordable to first time home-buyers.

Edina partners with Habitat and HWR to acquire moderately priced homes, rehabilitate, and sell through a Community Land Trust. Habitat and HWR will buy the houses, renovate, and transfer to HWR to place into the Land Trust, and sell the house to an income eligible buyer earning less than 80% Area Median Income (AMI). The home-buyers enter into a ground lease that retains affordability for 99-years.

Grant:

The Metropolitan Council awarded the City \$750,000 for the expansion of this program. As a match this grant will help finance five additional homes to be preserved for long-term affordable ownership.

Staff Recommendation:

Adopt Resolution No. 2024-22.



RESOLUTION NO. 2024-22

**ACCEPTING METROPOLITAN COUNCIL LOCAL HOUSING INCENTIVES
ACCOUNT GRANT AND AUTHORIZING EXECUTION OF GRANT AGREEMENT**

WHEREAS, the City of Edina has applied for and received a grant under the Metropolitan Council's Local Housing Incentives Account in the amount of \$750,000 to support the preservation of single-family homes for affordable home ownership; and

WHEREAS, said grant 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 hereby accepts Grant No. SG-19649 and authorizes and directs the Mayor and City Manager to sign the grant agreement on its behalf.

Adopted this 6th day of March 2024.

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 March 6, 2024, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 2024.

City Clerk

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

GRANTEE: City of Edina		GRANT NO. SG-19649
PROJECT: Affordable Ownership Preservation		
GRANT AMOUNT: \$ 750,000.00	FUNDING CYCLE: 2023	
COUNCIL ACTION: January 10, 2024	EXPIRATION DATE: December 31, 2026	

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.254 establish within the Metropolitan Livable Communities Fund a Local Housing Incentives Account and require the Council to annually distribute funds in the account to Participating Municipalities that have not met their affordable and life-cycle housing goals and are actively funding projects designed to help meet the goals, or to Development Authorities for projects located in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality that has negotiated affordable and life-cycle housing goals pursuant to Minnesota Statutes section 473.254, subdivision 2, and has elected to participate in the Local Housing Incentives Account program, or is a Development Authority; and

WHEREAS, at its March 9, 2022 meeting the Council approved an annual LCA Fund Distribution Plan that authorized a Local Housing Incentives Account Affordable Homeownership Pilot program; and

WHEREAS, the Grantee seeks funding in connection with an application for Local Housing Incentives Account Affordable Homeownership Pilot funds submitted in response to a Request for Proposals issued by the Council for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

WHEREAS, the Council awarded Local Housing Incentives Account Affordable Homeownership Pilot grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will have “commenced” before the Expiration Date.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Commenced.** For the purposes of Sections 2.09 and 5.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (e.g., a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Local Housing Incentives Account Affordable Homeownership Pilot funds.
- (c) **Development Authority.** “Development Authority” means a housing and redevelopment authority, economic development authority, or port authority.
- (d) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (e) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the Metropolitan Area.
- (f) **Participating Municipality.** “Participating Municipality” means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.
- (g) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, “Project” means the development or redevelopment project identified in the application for Local Housing Incentives Account Affordable Homeownership Pilot funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Local Housing Incentives Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes sections 473.249, 473.253 and 473.254, subdivision 5, and are not from State or federal sources.

2.02. Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Local Housing Incentives Account funds made available to the Council, or any reduction or termination of the dollar-for-dollar match amount required under Section 2.03, may result in a like reduction in the Grant Amount made available to the Grantee.

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2.03. Match Requirement. Pursuant to Minnesota Statutes section 473.254, subdivision 6, the Grantee shall match on a dollar-for-dollar basis the total Grant Amount received from the Council under Section 2.02. The source and amount of the dollar-for-dollar match are identified in the Project Summary attached to and incorporated into this Agreement as Attachment A. With prior approval of the Council's grant administrator the Grantee may change the source of the required match without a formal amendment to this Agreement, provided the change of match source is memorialized in a revised Project Summary.

2.04. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and Project activities described in the application for Local Housing Incentives Account Affordable Homeownership Pilot funds. A Project Summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used for purposes consistent with Minnesota Statutes section 473.25(a), in a Participating Municipality.

2.05. Ineligible Uses. Grant funds must be used for costs directly associated with the Project activities for which the Council awarded grant funds and shall not be used for "soft costs" such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses, or authorization fees; costs associated with preparing grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Grant funds may not be used for costs of Project activities that occurred prior to the grant award, unless specifically included in the Project Summary or otherwise approved by the Council Action. A detailed list of ineligible and eligible costs is available from the Council's Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized by the Council. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.06. [reserved]

2.07. Revolving or Deferred Loans. If consistent with the application and the Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachment A. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The Council will determine the form and content of the report. This annual reporting requirement is in addition to the reporting requirements stated in Section 4.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until the Council terminates this annual reporting requirement by written notice to the Grantee. At its discretion, the Council may: (1) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

2.08. Restrictions on Grants and Loans by Subrecipients. The Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for grants or loans to any subgrantee or subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.08 shall be included in all subgrants, subrecipient agreements, and contracts.

2.09. Project Commencement and Changes. The Project for which grant funds were requested must be “commenced” prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or to grant-funded activities described or identified in Attachment A.

2.10. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council’s obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.11. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; any grant funds that are not matched on a dollar-for-dollar basis as required by Section 2.03; and any interest earnings described in Section 2.13 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council’s Local Housing Incentives Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.12. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council’s online grant management system and reviewed and approved by the Council’s Authorized Agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a “cost incurred” basis. To obtain reimbursement under this Agreement, the Grantee shall provide the Council with evidence that the eligible grant-funded Project activities (or a portion thereof) for which reimbursement has been requested have been satisfactorily completed. The Grantee shall describe the grant-eligible activities for which reimbursement is requested and shall provide sufficient documentation of grant-eligible

LOCAL HOUSING INCENTIVES ACCOUNT
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expenditures, invoices and payment documents, and such other information as the Council reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement. Payment requests must include the following documentation:

Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates, quantities, and a description of the good or services provided. Subcontractor markups shall not exceed ten percent (10%).

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.12, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE PARTICIPATING MUNICIPALITY HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

2.13. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachment A.

2.14. Effect of Grant. Issuance of this grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

2.15. Resale Limitations. The Grantee must impose resale limitations regarding the disposition of any equity realized by the purchasers of “affordable” units if grant funds received from the Council under this Agreement are used for homeownership affordability gap financing in the Project described or identified in Attachment A. The intent of this resale limitation is to protect the public investment in the Project and ensure that a proportion of the affordability gap provided by the public investment in the form of grant funds received from the Council is recaptured for reuse in conjunction with other affordable housing efforts and does not become a windfall for any purchaser who might sell the home prior to expiration of a predetermined resale limitation period. If a purchaser sells the “affordable” home prior to expiration of the resale limitation time period, an equitable proportion of the affordability gap filled by grant funds received from the Council under this Agreement must be recaptured by the Grantee within twenty-four (24) months of the triggering resale event and applied to a similar affordable housing project within the Participating Municipality or returned to the Council. Unless otherwise agreed to by the Council and the Grantee, the length of the resale limitation time period and the proportion of the affordability gap to be recovered will be consistent with resale limitation time periods and repayment schedules stated in the Project application. These resale limitations do not apply when the grant funds are used for homeownership value gap financing. The Grantee will provide the Council with a copy of the resale limitations the Grantee imposed on the grant-assisted affordable units, which may include copies of declarations or restrictive covenants recorded against the property.

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this section may be satisfied if other Project funding sources (e.g., the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD") or state or federal laws (e.g., low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, "affordable housing unit" means a unit that is affordable to households at eighty percent (80%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than eighty percent (80%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this section shall survive the expiration or termination of this Agreement. If the affordable housing units are made available for homeownership then they are subject to the resale limitations specified in Section 2.15 and the affordability requirements of this section only apply if Council grant funds pay more than half of the housing unit's affordability gap stated in the Project application.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for all Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD") or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.03. [reserved]

3.04. Fair Housing Policy. If the Project will include a housing component, the governing body of the participating Municipality must have adopted a Fair Housing Policy. For the purposes of this section, the term "Fair Housing Policy" means a written statement regarding the Participating Municipality's commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metro council.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachment A or six

LOCAL HOUSING INCENTIVES ACCOUNT
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(6) years following the expenditure of the grant funds, whichever occurs earlier. For all expenditures of grant funds received pursuant to this Agreement, the Grantee will keep proper financial records and other appropriate documentation sufficient to evidence the nature and expenditure of the dollar-for-dollar match funds required under Section 2.03. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

4.03. Reporting and Continuing Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachment A. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee also must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report will be determined by the Council. These reporting requirements and the reporting requirements of Section 2.07 shall survive the expiration or termination of this Agreement.

4.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this grant, and that any environmental issues have been or will be adequately addressed.

V. AGREEMENT TERM

5.01. Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.04. If the Grantee fails to provide necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

5.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the

LOCAL HOUSING INCENTIVES ACCOUNT
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Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete grant-funded activities and commence the Project, a change in the budget, or a change in the grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to ensure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

6.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

6.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

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6.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

*Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund.*

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

6.05. Permits, Bonds, and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachment A. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization, and approval requirements of federal, state, and local governmental and regulatory agencies, including conservation districts.

6.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Agreement comply with all applicable state and federal Occupational Safety and Health Act regulations. The Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

6.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2040 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment request forms, written reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Samuel F. Johnson
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

LOCAL HOUSING INCENTIVES ACCOUNT
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6.09. Non-Assignment. Minnesota Statutes section 473.254, subdivision 6, requires the Council to distribute the grant funds to eligible “municipalities” or “development authorities” for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other copyrightable materials (collectively, “copyrightable materials”) that are in the Grantee’s application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee’s and the Council’s behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee’s and the Council’s behalf respectively and that this Agreement constitutes the Grantee’s and the Council’s valid, binding, and enforceable agreements.

6.12. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

6.13. Electronic Signatures. The electronic signatures of the Council’s and the Grantee’s authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be “written” or “in writing”; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. “Electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council’s or the Grantee’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

LOCAL HOUSING INCENTIVES ACCOUNT
AFFORDABLE HOMEOWNERSHIP GRANT PROGRAM

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF EDINA

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

City Attorney's Office

Date: _____

METROPOLITAN COUNCIL

By: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Local Housing Incentives Account Affordable Homeownership Pilot grant funds submitted in response to a Request for Proposals issued by the Council for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary; and (4) the grant application.

Livable Communities Project Summary

Grant # SG-19649
Type: Local Housing Incentives Account Affordable Homeownership Pilot
Applicant: City of Edina
Project Name: Affordable Ownership Preservation
Project Location: City of Edina
Council District: District 8 – Anjuli Cameron

Project Detail	
Project Overview	The City of Edina will partner with Twin Cities Habitat for Humanity (TCHFH) and Homes Within Reach (HWR) to acquire, rehabilitate, and sell homes through a community land trust (CLT). City staff engaged owners of moderately priced homes in Edina, of which 56 homeowners expressed interest in selling their homes to the CLT for future affordable ownership. The Edina Housing Foundation (EHF) will provide homebuyers up to \$60,000 of down payment assistance which can complement Come Home 2 Edina's \$15,000 forgivable loan for first-generation homeowners. Edina is confronted with entry-level properties being overpriced for most work-force households, combined with large ownership disparities between White and BIPOC people. The Affordable Ownership Preservation program is designed to create housing affordability while preserving the modest priced homes in the city. Edina's Affordable Housing Trust Fund will provide the upfront financing and gap financing needed to keep the homes affordable for first-time homebuyers. This program combined with the down payment assistance program has served to create ownership opportunities for BIPOC households at a greater ratio than otherwise.
Development Team	City of Edina Twin Cities Habitat for Humanity Homes within Reach
Development Type	Preservation
Recommended Number of Homes	5
Affordability <i>Area Mean Income (AMI)</i>	50-80%
LHIA Award	\$750,000.00
Match Source	City of Edina Affordable Housing Trust Fund
Anticipated use of funds	Acquisition, rehabilitation, interior and exterior finishing



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.K.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Richard Poppitz, Equipment Operations Supervisor

Item Activity:

Subject: Request for Purchase: 2024 Ford F350

Action

ACTION REQUESTED:

Approve request for purchase for one 2024 Ford F350 from Boyer Ford for \$90,860.

INTRODUCTION:

Boyer Ford will provide the Ford F350 for the Public works department. This unit is approved for replacement in the CIP replacement budget. It will be replacing unit 25-303, which has a green fleet score of 34/30. It also is being switched over to a diesel vehicle to reduce carbon emissions.

ATTACHMENTS:

Request for Purchase: 2024 Ford F350



CITY OF EDINA

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

Requisition Number

12400061

Request for Purchase

Department: Public Works

Buyer: Richard Poppitz

Date: 02/21/2024

Requisition Description: 2024 Ford F350 Pickup

Vendor: BOYER FORD TRUCKS INC

Cost: \$90,860.86

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: STATE K - STATE CONTRACT

DESCRIPTION: Replacing truck due to age and rating

BUDGET IMPACT: Public Works equipment replacement funds

COMMUNITY IMPACT: All resident accessibility

ENVIRONMENTAL IMPACT: We are upgrading to a more efficient diesel motor.

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle: Ford / F350 / 2024

Vehicle - Make/Model/Year current vehicle (if replacement): Ford / F550 / 2010

Vehicle - Does purchase meet Green Fleet Recommendations? YES - YES

Vehicle - If does not meet Green Fleet Recommendations, justification: -

MPG: N/A

Carbon Emissions: N/A



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.L.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Pete Knaeble, Special Operations Chief

Item Activity:
Action

Subject: Request for Purchase: 2024 Chevy Suburban

ACTION REQUESTED:

Approve request for purchase for one 2024 Chevy Suburban from TRES for \$72,984.

INTRODUCTION:

The City is the fiscal agent for Minnesota Task Force 1 (MNTF1). The Task Force Administrator position is staffed by a member of Edina Fire Department. This position is responsible for the administration of Minnesota Task Force 1 including response to Urban Search and Rescue responses throughout the State of Minnesota. The current MNTF1 vehicle is due for replacement. To meet the needs and storage requirements of the position a Chevrolet Suburban will be purchased from North Country GM. This vehicle will be upfit with storage, emergency lighting, radio, and other response accessories to respond to emergency events. The vehicle will be purchased through the State contract. Competitive bids were requested for the upfit and Emergency Automotive Technologies Inc. (EATI) was selected as the most competitive quote for install. The purchase is funded as part of the budget for MNTF1. As the fiscal agent, the purchase will be made by City and will be fully reimbursed by the MNTF1 base budget.

ATTACHMENTS:

Request for Purchase: 2024 Chevy Suburban



CITY OF EDINA

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

Requisition Number

12400059

Request for Purchase

Department: Fire

Buyer: Pete Knaeble

Date: 02/14/2024

Requisition Description: 2024 Chevrolet Suburban MNTF1 response vehicle

Vendor: TRES INC

Cost: \$72,984.56

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: STATE K - STATE CONTRACT

DESCRIPTION: Emergency response vehicle for MNTF1.

BUDGET IMPACT: Funded in full by MNTF1 approved spending plan.

COMMUNITY IMPACT: Vehicle responds to statewide emergencies.

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle: 2024 Chevrolet Suburban

Vehicle - Make/Model/Year current vehicle (if replacement): N/A

Vehicle - Does purchase meet Green Fleet Recommendations? NO - NO

Vehicle - If does not meet Green Fleet Recommendations, justification: SAFE/PER - DOES NOT MEET SAFETY/PERF NEED

MPG:

Carbon Emissions:



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.M.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Nathan Kaderlik, Assistant Director of Public Works-
Utilities

Item Activity:

Subject: Request for Purchase: Manhole Liner Contract

Action

ACTION REQUESTED:

Approve request for purchase of the manhole liner contract from Underground Utility Specialties to seal 107 manholes for \$70,000.

INTRODUCTION:

This contract is for the installation of Flex-Seal Utility Sealant on sanitary and storm sewer structures to protect them from premature failure.

Underground Utility Specialties bid was \$69,950 for 107 manholes.

ESS Brothers bid was \$70,000 for 100 manholes.

ATTACHMENTS:

Request for Purchase: Manhole Liner Contract



CITY OF EDINA

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

Requisition Number

12400064

Request for Purchase

Department: Public Works

Buyer: Nathan Kaderlik

Date: 02/27/2024

Requisition Description: Manhole Lining Contract

Vendor: UNDERGROUND UTILITY SPECIALTIES INC

Cost: \$70,000.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION: The installation of Flex-Seal Utility Sealant on sanitary and storm MH

BUDGET IMPACT: Maintenance Budget

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle: 1



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.N.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Nate Borwege, Chief Building Official

Subject: Request for Purchase: ProjectDox ePlan SaaS
Renewal

Item Activity:
Action

ACTION REQUESTED:

Approve request for purchase for ProjectDox ePlan SaaS Renewal with Avolve Software for \$35,352.

INTRODUCTION:

ProjectDox is the electronic plan review software used by permit applicants and City staff for all building plan reviews in the permitting process. The request for purchase is for the 2024 annual subscription renewal for Software as a Service (SaaS) for our production and test environments. License includes a maximum of 30 City staff users and unlimited workflows.

ATTACHMENTS:

Request For Purchase Requisition

Contract



CITY OF EDINA

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

Requisition Number

12400065

Request for Purchase

Department: Fire

Buyer:

Date: 02/27/2024

Requisition Description: ProjectDox ePlan Review SaaS Subscription renewal

Vendor: AVOLVE SOFTWARE CORP

Cost: \$35,352.00

REPLACEMENT or NEW: REPLACEMENT - REPLACEMENT

PURCHASE SOURCE: SERVICE - SERVICE CONTRACT

DESCRIPTION: Annual software subscription renewal for ProjectDox electronic plan review software. The subscription renewal is for Software as a Service (SaaS) for ProjectDox in a Production and Test Environment. City departments utilizing ProjectDox for plan review include Building Inspections, Fire, Planning, Forestry, Public Works, Health, Water Resources and Engineering.

BUDGET IMPACT: Operating Budget

COMMUNITY IMPACT: Plan review software is utilized for building code and life safety code compliance. ProjectDox allows permit applicants to upload plans and receive comments during a plan review workflow.

ENVIRONMENTAL IMPACT: N/A

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle: N/A

Vehicle - Make/Model/Year current vehicle (if replacement): N/A

Vehicle - Does purchase meet Green Fleet Recommendations? NO - NO

Vehicle - If does not meet Green Fleet Recommendations, justification: -

MPG:

Carbon Emissions:



Edina, MN

ProjectDox® ePlan SaaS Renewal Proposal

November 1, 2023



Prepared by your Avolve Software Representative

Scott Simon
Senior Renewals Manager
4835 East Cactus Road
Suite 420
Scottsdale, AZ 85254
www.avolvesoftware.com

Telephone: 623703-9650
Email: ssimon@avolvesoftware.com

Quote Ref: 2023-11-01 08:17:18



ProjectDox® Price Quotation

Quote Delivered To

David Fisher
4801 W. 50th Street
Edina, Minnesota
55424

Chief Building Official
dfisher@edinamn.gov

Date of Quote: 11/1/2023

Edina, MN
(952) 826-0450

Quote Valid Until: 12/30/2023

ProjectDox ePlan Renewal Pricing Agreement

SAAS TERM: 01/01/2024 TO 12/31/2024

Product Name	Product Code	Description	Qty	Unit Price	Discount	Total Price
Production& Test Environment for ProjectDox SaaS Single User License	SAAS-P.L.SUL	<p>Software as a Service (SaaS) for ProjectDox on a Production and Test Environment Additional Single User License.</p> <p>Software included for SaaS Production:</p> <ul style="list-style-type: none">• ProjectDox Software Subscription• Unlimited Workflow license• 1TB storage. Additional storage space can be acquired. <p>Services included for SaaS Production:</p> <ul style="list-style-type: none">• Managed services• Annual ProjectDox upgrades <p>Production Environment Safeguard: Avolve security policy limits access to the Production environment.</p> <p>External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.</p>	3.00	\$1,000.00		\$3,000.00
Production& Test Environment for ProjectDox SaaS Single User License Pack	SAAS-P.L.SULP	<p>Software as a Service (SaaS) for ProjectDox on a Production and Test Environment Single User License Pack. Maximum of 30 users.</p> <p>Software included for SaaS Production:</p> <ul style="list-style-type: none">• ProjectDox Software Subscription• Unlimited Workflow license• 1TB storage. Additional storage space can be acquired.	1.00	\$30,000.00		\$30,000.00



ProjectDox® Price Quotation

		<p>Services included for SaaS Production:</p> <ul style="list-style-type: none">• Managed services• Annual ProjectDox upgrades <p>Production Environment Safeguard: Avolve security policy limits access to the Production environment.</p> <p>External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.</p>				
VPN-650Mbps	VPM-650	<p>Microsoft Azure VPN Gateway allows the customer to connect from their internal network in to the Avolve Cloud environment. The secured VPN Gateway will be used for M2M connections between the Avolve Cloud and Customer on premises environments (hybrid environments). 650Mbps</p> <p>Based on monthly cost of \$196/mo., invoiced annually.</p>	1.00	\$2,352.00		\$2,352.00
SaaS Sub-Total:						\$35,352.00

<p>Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing.</p> <p>Payment for the total amount is due net thirty (30) days from the date of Initial Invoice. Payment via EFT.</p>	Grand Total:	\$35,352.00
---	---------------------	--------------------



ProjectDox® Price Quotation

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.O.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Kelly Curtin, Human Resources Director

Item Activity:
Action

Subject: Approval of 2024-2025 Union Contract for IUOE
Local 49 Public Service Workers

ACTION REQUESTED:

The attached Tentative Agreement has been negotiated in good faith by City and Union leadership, and the union has voted to approve this contract. The last step in the process is approval by the City Council. Substantive changes to this contract include:

- 3% Wage Increase for 2024
- 3.5% Wage Increase for 2025
- Modify Career Development Program to include certification/licensure incentives
- Increase to vacation accrual
- Minor clarifying or grammatical changes to current language

Staff recommends approval of this contract.

INTRODUCTION:

ATTACHMENTS:

Current City and IOUE Local 49 Contract

Tentative Agreement 2024-2025 City and IOUE Local 49 Public Service Workers

LABOR AGREEMENT

between

THE CITY OF EDINA

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

LOCAL No. 49 AFL-CIO



JANUARY 1, 2022 to DECEMBER 31, 2023

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LABOR AGREEMENT
BETWEEN
THE CITY OF EDINA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49
AFL-CIO

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Edina hereinafter called the Employer, and Local No. 49, International Union of Operating Engineers, AFL-CIO, hereinafter called the Union.

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment.
- 1.2 Establish procedures for the resolution of disputes concerning the interpretation or application of the specific terms and conditions of this Agreement.
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive representative for all employees in the job classifications listed below who are public employees within the meaning of Minn. Stat. §179A.03, Subdivision 14 excluding supervisory, confidential and all other employees:

Public Service Worker – Utilities
Public Service Worker – Asphalt
Public Service Worker – Concrete
Public Service Worker – Electrician/HVAC
Public Service Worker – Parks
Public Service Worker – Mechanics

ARTICLE 3 - UNION SECURITY

In recognition of the Union as the exclusive representative the Employer shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the Union.
- 3.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 4 - EMPLOYER SECURITY

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

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all staffing, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 - EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

6.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 Union Representatives

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

6.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 Procedure

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

- Step 1.*** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- Step 2.*** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- Step 3.*** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4.*** A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services (BMS) for mediation. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's

final answer at Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the BMS.

6.5 Arbitrator's Authority

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

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union.

6.7 Choice of Remedy

If, as a result of the Employer response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article VI or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article VI the grievance is not subject to the arbitration procedure as provided in Step 5 of Article VI. The aggrieved

employee shall indicate in writing which procedure is to be utilized – Step 5 of Article VI or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 6.

ARTICLE 7 - DEFINITIONS

- 7.1 **Union:** The International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 7.2 **Employer:** The City of Edina.
- 7.3 **Union Member:** A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 7.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 7.5 **Base Pay Rate:** The employee's hourly pay rate exclusive of longevity or any other special allowance.
- 7.6 **Seniority:** Length of continuous service in any of the job classifications covered by Article 2 – Recognition. Employees who are promoted from a job classification covered by this Agreement and return to a job classification covered by this Agreement shall have their seniority calculated on their length of service under this Agreement for the purposes of promotion, transfer and lay off and total length of service with the Employer for other benefits under this Agreement.
- 7.7 **Severance Pay:** Payment made to an employee upon honorable termination of employment.
- 7.8 **Overtime:** Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 **Call Back:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE 8 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 9 - WORK SCHEDULES

- 9.1 The sole authority in work schedules is the Employer. The normal workday for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal workday. The Employer will give seven (7) days advance notice to the employees affected by the establishment of workdays different from the employee's normal eight (8) hour workday.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal workday be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10 - OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable. For the purposes of this section, overtime totals will be zeroed out at the end of the last pay period of every even-numbered year.
- 10.3 Under Article 10.2, overtime opportunities not worked by employees will be recorded as not worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 When employee exceeds fourteen (14) hours continuous service, all hours in excess of fourteen (14) will be paid at twice the base rate.
- 10.6 All overtime work performed by employees between the hours of 12:00 A.M. and 11:59 P.M. on New Year's Day, the Fourth of July, Labor Day, Christmas Day, Thanksgiving Day, Christmas Eve and New Year's Eve will be paid two times the regular rate of pay.

ARTICLE 11 - CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of three (3) hours' pay at one and one-half (1½) times the employee's base pay rate. Early reporting or extension of regularly scheduled work shall not qualify for the call back minimum.

ARTICLE 12 - SCHEDULED UTILITY SYSTEM MONITORING

When assigned by the Employer to perform utility system monitoring and operations activities from a remote location on weeknights, Saturdays, Sundays or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid \$75 per weeknight (3:30 p.m. to 7:00 a.m. – Monday, Tuesday, Wednesday, Thursday, and Friday) and \$145 per 24-hour day on Saturday, Sunday, or Holidays (7:00 a.m. to 7:00 a.m.) as system monitoring and operations pay. Articles 10 & 11 will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

ARTICLE 13 - VACATION LEAVE WITH PAY

13.1 **Amount.** The following accrual schedule shall apply to eligible employees:

1-5 continuous years of regular full-time employment	3.076 hours per pay period (10 days per year)
6-10 continuous years of regular full-time employment	4.61 hours per pay period (15 days per year)
11-15 continuous years of regular full-time employment	An additional .307 hours per pay period or one (1) additional day of vacation for each additional year of service to 15 years of service. (Total at 15 years of service – 20 days per year).
16 continuous years of regular full-time employment	6.154 hours per pay period (20 days per year)
17 years or more of continuous service of regular full-time employment	An additional .307 hours per pay period or one (1) additional day of vacation for a total of twenty-one (21) days of vacation per year.

13.2 **Conditions Affecting Accrual of Vacation** – Although leaves of absence, under Section 12 of the City's ordinance, do not affect the continuous years of service, for the purpose of determining accrual rates, vacation shall not accrue during leaves of absence under said Section 12.

13.3 **When Taken.** Vacation leave may be used as earned, subject to the approval of the department heads to the time at which it is taken.

13.4 **Maximum Annual Carry Forward**

Employees will be able to accrue a maximum of 480 hours of vacation leave. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480 hours will be paid to employees who leave in good standing upon termination of employment.

Excess Vacation Accrual Account (EVAA)

Some employees hired prior to January 2013 have an EVAA that was set up to assist in the transition to the current accrual limits.

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

- Vacation or sick leave in one-hour increments.
- In November of each year, employees will have the option of cashing out up to 40 hours of vacation leave at their current base rate of pay. The City Manager may allow a higher number for all employees, based on city finances.
- Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.

13.5 **Accrual During Leave.** An employee using earned vacation or sick leave shall accrue vacation and sick leave during such use.

13.6 **Vacation Donation.** Any employee can donate up to two (2) days of accrued vacation leave to an individual who is out of sick leave and vacation leave. Every hour of vacation donated equals one hour of vacation for the recipient, regardless of hourly rate. Vacation must be donated in one-day increments (8 hours or 16 hours). The donation is irrevocable.

13.7 **New Employees.** The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

ARTICLE 14 - SICK LEAVE WITH PAY

14.1 Full-time employees shall accrue sick leave, with pay, at the rate of eight (8) hours per month.

14.2 Paid sick leave may be used as defined in the City's personnel policies/Employee Handbook.

- 14.3 Employees requesting sick leave shall contact the Employer or the Employer's representative prior to the time the employee is regularly scheduled to report for duty or if unable to do so, notify him/her within the first thirty (30) minutes of the scheduled workday.
- 14.4 Written request for the sick leave to be used for other than personal injury or illness is to be made to the Employer's representative prior to the using of the sick leave or the workday following the employee's return. The Employer reserves the right to verify the reported cause for the requested sick leave by such means as he/she deems necessary.
- 14.5 The employee, at the request of the Employer, shall provide proof of their physical ability to perform their normal duties upon their return from sick leave.
- 14.6 Any employee may donate up to four (4) days of their sick leave to another employee who is out of sick and vacation leave. Every two hours of sick leave donated equals one hour of sick leave for the recipient, regardless of hourly rate. Sick leave must be donated in two-day increments (either 32 hours or 16 hours). The donation is irrevocable.
- 14.7 **Payment for Unused Sick Leave**

Regular full-time employees who have sick leave benefits and leave the City in good standing after a minimum of five (5) years of full-time employment or who were employed by the City prior to January 1, 2016 and leave in good standing shall receive a lump sum payment equal to 50% of his or her accrued and unused sick leave as of the date of separation. The maximum number of hours subject to this payment shall not exceed 960 hours, (i.e., 1,920 hours of accrued and unused sick leave x 50% = 960 hours). The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of separation.

ARTICLE 15 - LEAVE WITHOUT PAY

- 15.1 An employee may be granted leave of absence without pay or benefits on account of sickness, disability, jury duty or other good and sufficient reasons which are considered to be in the best interest of the Employer. Such leave of absence shall not exceed ninety (90) working days unless a longer period is approved by the Employer.
- 15.2 All leaves of absence without pay shall receive the advance approval of the Employer.
- 15.3 In the case the employee is called to jury duty, the employee shall receive an amount of compensation from the Employer which will equal the difference between the employee's regular pay and the compensation paid for the jury duty.

ARTICLE 16 - HOLIDAYS

16.1 The following legal holidays will be observed as paid holidays:

- New Year's Day January 1st
- Martin Luther King Day 3rd Monday in January
- President's Day 3rd Monday in February
- Memorial Day Last Monday in May
- Juneteenth..... June 19th
- Independence Day July 4th
- Labor Day 1st Monday in September
- Veteran's Day November 11th
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day 4th Friday in November
- Christmas Eve Day December 24th
- Christmas Day December 25th
- Floating Holiday

16.2 Except for Christmas Eve, when a paid holiday falls on a non-scheduled workday, the regular scheduled workday closest to the holiday shall be observed as the holiday. If Christmas Eve falls on a Friday, Saturday, or Sunday, full-time employees will receive an additional floating holiday in lieu of the Christmas Eve holiday for that year.

16.3 Effective January 1, 2016, New Year's Eve is no longer a paid City Holiday. On New Year's Eve, employees will be paid two times the regular rate of pay described in 10.6 only if called in outside of regularly scheduled hours.

16.4 Effective January 1, 2000, Columbus Day is dropped from the list of holidays in exchange for one (1) floating Holiday.

ARTICLE 17 - RESIGNATIONS

Any employee wishing to terminate their employment with the Employer in good standing shall file a written resignation with the Employer at least fourteen (14) calendar days prior to the termination date. Failure by the employee to file said resignation within the required fourteen (14) day period may be considered just cause for the Employer to deny future employment and severance pay to the employee. Unauthorized absence from work for a period of three (3) consecutive working days may be considered by the Employer as a resignation by the employee.

ARTICLE 18 - USE OF CITY EQUIPMENT AND FACILITIES

City tools, equipment and facilities are to be used only for official business unless specifically authorized by the Employer as a condition of the employee's employment.

ARTICLE 19 - UNIFORMS

19.1 The Employer shall provide eleven (11) uniforms and two (2) work jackets or equivalent clothing program equal to \$500.00 funding level for each employee, subject to three conditions:

- (1) Employee must wear approved uniform.
- (2) Uniform shirt would have City identification on it.
- (3) Sleeved shirt and long pants are mandatory minimum uniform.

19.2 The Employer will provide up to Two Hundred Dollars (\$200) per year per employee for the purchase of safety shoes and Twenty-Five Dollars (\$25.00) for safety glasses not provided in Section 19.1.

ARTICLE 20 - TUITION REIMBURSEMENT

20.1 The Employer encourages its employees to improve job performance in their present positions and to prepare for advancement through self-development. Towards this end, the Employer will share the cost of education which directly relates to the performance of an employee on their present assignment, or which prepares him/her for advancement in the foreseeable future.

20.2 The Employer shall pay 100% of the initial cost of classes being taken to fulfill a Career Development requirement. At completion of the class, Employees not eligible to have received full payment in accordance with the chart below, shall have any difference owed the City withheld from their next paychecks until such amount has been fully repaid to the Employer. Employees leaving the City before class completion shall have the full amount withheld from their final paycheck.

For non-Career Development class requirements, The Employer will reimburse eligible employees upon presentation of their final grades for the following:

Grade of A	100% of tuition
Grade of B	100% of tuition
Grade of C	90% of tuition
Grade of D	0% of tuition
Pass/Fail	100% of tuition if passed

The total amount reimbursed for both career development and non-career development courses annually will not exceed the total annual amount permitted by the IRS as an employer provided educational benefit.

20.3 Charges for books, supplies, transportation, time required to take the course and all other incidental expenses shall be borne by the employee.

20.4 Courses paid for in full under the G.I. Bill or other Federal, State, or private funds are not eligible for tuition reimbursement. Courses paid for by other than Employer funds which exceed the percentages of reimbursement designated in 20.2 are not eligible for Employer tuition reimbursement. Courses paid for by other than Employer funds, but not equal to the percentages designated in 20.2 are eligible for the Employer tuition reimbursement in the amount of the difference between the funds provided and the percentages designated in 20.2.

20.5 To become eligible for tuition reimbursement, the employee must:

- (a) Have satisfactorily completed one years' service.
- (b) Received approval of the course at the particular school from the Employer prior to the commencement of the course.

ARTICLE 21 - NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM

It is agreed by the City and the Union that both parties shall provide the equal employment opportunities and membership in the Union without regard for race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, age or criminal record.

ARTICLE 22 - WAGE RATES

See Job Classifications and Wage Rates in Appendix "A-1".

ARTICLE 23 - LEGAL DEFENSE

23.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.

23.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the employee's employment, when such act is performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 24 - RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 25 - DISCIPLINE

25.1 The Employer will discipline employees only for just cause.

25.2 After four years of employment, the Employer will annually review an employee's personnel file. The Employer will not consider for discipline purposes employee's personnel record, letters and other written documents that relate to reprimand and commendations; and all such documents that are older than three (3) years.

25.3 The Employer will not conduct an investigatory interview with an employee where the information from the interview could lead to disciplinary action against the employee without the employee being given the right to have a third party or Union Representative present at the interview.

ARTICLE 26 - SENIORITY

26.1 Seniority will be the determining criterion for transfers, promotions and lay-offs only when all job-relevant qualification factors are equal.

26.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 27 - PROBATIONARY PERIODS

27.1 All newly hired or rehired employees will serve a twelve (12) months' probationary period.

27.2 All employees will serve a twelve (12) months' probationary period in any job classification in which the employee has not served a probationary period.

27.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

27.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 28 - SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

Employees will wear safety equipment that is provided by the City during applicable situations.

ARTICLE 29 - JOB POSTING

29.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

29.11 have the necessary qualifications to meet the standards of the job vacancy; and

29.12 have the ability to perform the duties and responsibilities of the job vacancy.

29.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 27 [PROBATIONARY PERIOD].

29.3 The Employer has the right to final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience. Whenever all job relevant qualifications, abilities and experience are equal, then seniority will prevail.

29.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 30 - INSURANCE

The Employer will provide the same employer contribution to the City's cafeteria plan as is given to all non-Union City employees.

ARTICLE 31 - INJURY ON DUTY [IOD]

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer may choose to be paid the difference between the employee's normal net take home pay (i.e., regular salary less mandatory deductions) and Worker's Compensation Insurance payments for a period not to exceed ninety (90) working days, charged to the employee's sick leave, vacation, or other accumulated benefits.

Such injury-on-duty pay shall be granted only to employees certified by the Worker's Compensation carrier as being incapacitated as a result of injury incurred through no misconduct of their own while on the actual performance of City assigned duties and only during the period they remain so certified.

The City Manager shall have the discretion to require an injured employee to submit to a medical examination by competent medical authority approved by the City to determine if the employee is capable and qualified to return to any assigned City duties commensurate with their capabilities.

To qualify for such compensation an employee shall comply with all requirements of the Minnesota Worker's Compensation Law.

ARTICLE 32 - WAIVER

32.1 Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

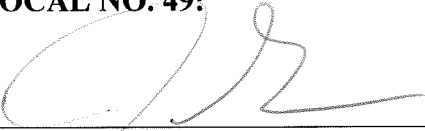
32.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All Agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 33 - DURATION

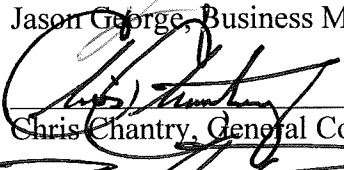
This Agreement shall be effective January 1, 2022 and shall remain in full force and effect until the 31st day of December 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th day of January 2022.

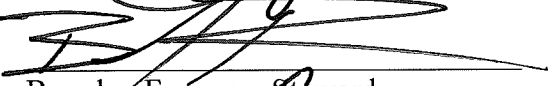
**FOR THE INT'L Union OF
OPERATING ENGINEERS,
LOCAL NO. 49:**



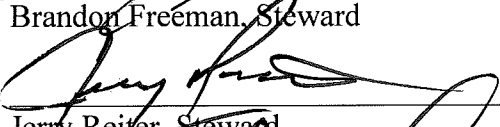
Jason George, Business Manager



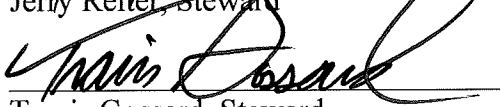
Chris Chantry, General Counsel



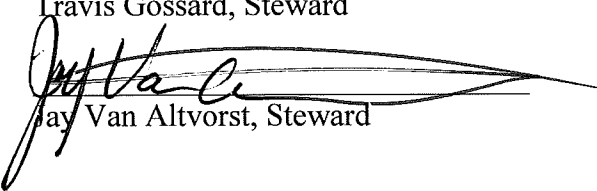
Brandon Freeman, Steward



Jerry Reiter, Steward



Travis Gossard, Steward



Jay Van Altvorst, Steward

Keith Rischmiller, Steward

FOR THE CITY OF EDINA:



Scott Neal, City Manager



Kelly Curtin, HR Director

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CITY OF EDINA

APPENDIX A-1

WAGES

- A. The following wage schedule will be in effect from the first payroll period in 2022 through the last payroll period in 2023:

Classification:

Public Service Worker – Utilities
Public Service Worker – Asphalt
Public Service Worker – Concrete

Public Service Worker – Electrician/HVAC
Public Service Worker – Parks
Public Service Worker – Mechanics

Hourly wage rates for the above classifications fall under the Career Development Program and shall be as follows:

Effective Date 01/01/2022

Step	Hourly Rate
1	\$29.8044
2	\$31.7832
3	\$32.8440
4	\$34.5474
5	\$36.4752
6	\$38.4030

Effective Date 01/01/2023

Step	Hourly Rate
1	\$31.0711
2	\$33.1340
3	\$34.2399
4	\$36.0157
5	\$38.0254
6	\$40.0351

A premium pay of \$4.25 per hour will be paid to Park Maintenance employees for hours worked prior to 7:00 A.M. while engaged in regularly scheduled ice rink maintenance. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses comp time, they are exempt from premium pay. Premium pay will not be paid during overtime worked.

Premium Pay – Snow and Ice Emergency Pay. A premium pay of \$4.25 per hour will be paid to Public Works and Park Maintenance, and Facilities employees for hours worked prior to the start of the regularly scheduled shift while engaged in emergency snow and ice control. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses comp time, they are exempt from premium pay. Premium pay will not be paid during overtime worked. There will be no pyramiding of premium pay (Intent of language is to be exactly the same as above practice in the Park Dept.).

Acting Supervisor Pay – Employees assigned to act as supervisor by the Employer, for no less than three (3) weeks, shall receive a five percent (5%) increase to their base wage rate for all hours worked while acting as supervisor. Pay will be retroactive to the first day they were assigned to act as a supervisor.

CITY OF EDINA

APPENDIX A-2

SEASONAL EMPLOYEES

The City of Edina and I.U.O.E. Local 49 recognize the following two types of seasonal workers:

Retirees of the Edina Public Works Bargaining Unit

1. **Retiree Seasonal Employee:** An employee who works in a position that is reasonably expected to be 163 calendar days or less within the January 1 to December 31 time period. The 163-day period starts on the first day that any Retiree Seasonal Employee starts to work. All Retiree Seasonal Employees shall be terminated from employment at the end of the initial 163-day period. During the 163 Retiree Seasonal Employment Period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the 163-day period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2.

(1.a.) The 163-day period mentioned above shall be kept by each department, (i.e., Park Department Retiree Seasonal Employees get to work 163 days and Public Works Department Retiree Seasonal Employees get to work 163 days).
2. **Union Security.** The Employer shall deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all Retiree Seasonal Employees authorizing in writing such deduction, or as allowed for fair share dues as provided for under PELRA, and remit such deduction to the appropriate designated officer of the Union.
3. **Rates of Pay.** Retiree Seasonal Employee's rate of pay shall be in accordance with the Step 1 wage as identified in this COLLECTIVE BARGAINING Agreement ***Appendix A-4 Career Development.***
4. **Equipment Operation.** Retiree Seasonal Employees shall be allowed to operate all equipment they are qualified by the Employer and licensed by law to operate.
5. **Benefits.** Retiree Seasonal Employees shall not be eligible for any benefits under this Agreement except those which may be required by law.
6. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.
7. **Probation Period.** All newly hired or rehired Retiree Seasonal Employees will serve a probationary period for the duration of their employment up to six (6) months.

At any time during the probationary period, a newly hired or rehired Retiree Seasonal Employee may be terminated at the sole discretion of the Employer.

Summertime Seasonal Employees

1. **Seasonal Employee:** An employee who works in a position that is between April 1 and October 31. All seasonal employees shall be terminated from employment on October 31. During the seasonal employment period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the seasonal period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2. No seasonal/temporary employee will operate any equipment requiring a CDL license, or any heavy equipment. No seasonal employee will operate tractors with buckets or self-propelled mowers that exceed 48" in diameter. Exceptions to equipment operation may be made in specific and individual circumstances with mutual approval of the City and Union.
2. **Rates of Pay.** Seasonal employees' rate of pay shall be in accordance with the seasonal/temporary pay plan established by the City Manager.
3. **Benefits.** Seasonal employees shall not be eligible for any benefits under this Agreement except those which may be required by law.
4. **Probation Period.** All newly hired or rehired seasonal employees will serve a probationary period for the duration of their employment up to seven (7) months.

At any time during the probationary period, a newly hired or rehired seasonal employee may be terminated at the sole discretion of the Employer.

5. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.
6. **Contract Provisions Applicable.** Seasonal employees shall not be covered by those provisions of the contract relating to:
 - Call Back
 - Discipline
 - Seniority
 - Insurance
 - Uniforms

CITY OF EDINA

APPENDIX A-3

CAREER DEVELOPMENT PROGRAM

The City of Edina Career Development Program was created to provide advancement opportunities for all employees based on their performance, training, education, and years of service. The program consists of 6 steps. Each step will have a certain number of requirements and associated pay. As employees advance through the steps they also increase their wages beyond what is currently available under the existing situation. An employee is not precluded from performing duties at a higher step if they are qualified. In addition, **there is not a limit on the number of employees who may progress to a higher step and earn the higher wage rate available.**

The intent of the program is to provide the opportunity for employees to take greater ownership and responsibility for their professional development and advancement.

The following items serve to clarify the Career Development Program:

1. Definitions:

Division:	Parks Streets Utilities Mechanics Electrical/HVAC
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Public Service Worker:	All Local 49 Maintenance Employees
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Routine:	A regular course of procedure
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2. Step 2 is considered to be the standard or minimum step for public service workers. All Local 49 maintenance personnel need to acquire the qualifications necessary to meet the requirements of Steps 1 through 2 in order to successfully complete probation period.

Steps 3, 4, 5 and 6 have been created to recognize those employees who wish to advance in their field through training and education. Employees classified in any of these advanced steps will still be required to perform day-to-day maintenance tasks.

3. Employees are required to demonstrate that they continue to successfully meet the qualifications of the previous steps prior to their receiving approval to move to the next step. The City must provide employees with the opportunity to obtain the necessary training and practice to move within the Career Development Program. Not being provided the opportunity for training and practice will not preclude an employee from moving within the program. **To ensure every employee has equal access to training, the employee has**

the right to use the dispute resolution as outlined in Number 9 of Page 2 of the Career Development Program preamble.

4. **Each employee is responsible for initiating his or her progress to the next step available by submitting a written application to their immediate supervisor.** Once formal application is made, the following actions will take place:
 - A. The employee and team leader/supervisor will meet to establish a development program. It is the responsibility of the employee and team leader/supervisor exclusively to complete this step.
 - B. Once a career development program is established, a series of meetings (2 minimum) over the projected time of the development program are required. The meetings will be to review the progress and to establish items to be accomplished prior to the next meeting. This is meant to ensure steady progress. Completion times may be adjusted by mutual Agreement.
 - C. The employee is responsible for completing the documentation (forms to be provided by the employer) regarding career development opportunities. Career development opportunities include the individual step requirements, training, and education that are specifically listed within each step.
5. The City reserves the right to place new employees within the Career Development Program based upon the needs of the City and the individual's qualifications. Regardless of what step the employee is hired at, all new employees are subject to one-year probation **and must meet the requirements of subsequent steps providing training is available.**
6. The City reserves the right to reclassify public service workers in steps 3, 4, 5 or 6 if such employee no longer successfully fulfills the requirements of their respective step. The employee would be provided with a six-month period to resolve what deficiencies exist prior to a reclassification, **unless it is evident that the employee is not capable of correcting the deficiency, in which case the employee will be subject to reclassification.** The team leader/supervisor is responsible for notifying the employee when a deficiency exists.
7. The grievance process as contained in the Labor Agreement between Local 49 and the City of Edina shall be followed for any disputes regarding any movement of public service workers.
8. The City has sole authority for determining whether an employee has qualified for advancement to the next public service worker step. The City will review the step advancement with a committee. The employee who is eligible for advancement shall have their program brought to a panel of three supervisors for review with the employee's team leader/supervisor.

9. A Career Development Committee would be created, as necessary, to act as a method of resolving disputes concerning the training and movement of the employees in the step program. The committee will consist of two management representatives and two Union representatives selected by the Labor Management Committee.
10. New equipment purchased or leased which is not listed in the Step Program shall be classified by Mutual Agreement.
11. The Business Agent and/or Steward will meet with newly hired employees during the first two weeks of employment to explain and discuss the Career Development Program and the Collective Bargaining Agreement.
12. Classes taken for steps shall be credited only for the time period that they were required – no carryover of hours.
13. The employer shall reimburse the employee for the cost of the difference between a Class D Minnesota Driver's License and the cost of the required license and endorsements required by the employer for the position.
14. After an employee has successfully completed ten (10) years of service with the City, 10 of the 20 hours of continuing education required every 24 months may be completed during or outside of working hours. After an employee has successfully completed fifteen (15) years of service, 20 of the 20 hours of continuing education required every 24 months may be completed during or outside of working hours.

Hourly wage rates under the Career Development Program shall be as listed in Appendix A-1
Wages

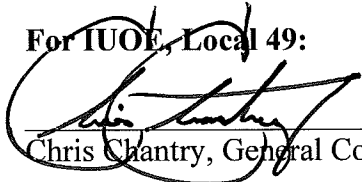
CITY OF EDINA

MEMORANDUM OF UNDERSTANDING Central Pension Fund

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).
2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.
3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
4. A contribution of \$1.25 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and, therefore, complies with limitations set forth under Minnesota Statute §356.24, subd. 1(10) as amended.
5. The parties agree that the Public Employees Retirement Association interprets Employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
7. The City of Edina does not warrant or represent the long-term financial condition of the CPF.
8. Effective 07/25/2021 the contribution rate equals \$1.25 per straight time hour worked.
9. Members, by majority vote, may change the contribution rate at any time during the life of the Agreement, accompanied by a sixty (60) day notice to the employer. The Union and the Employer will work together to implement member approved changes as soon as practicable.

This Memorandum will remain in effect from January 1, 2022, through December 31, 2023. As of January 1, 2024, this Memorandum may be extended, modified, or eliminated at either party's request.

For IUOE, Local 49:


Chris Chantry, General Counsel

Dated 1/31/2022

For the City of Edina:


Kelly Curtin, HR Director

Dated 02/01/2022

CITY OF EDINA

MEMORANDUM OF UNDERSTANDING Commercial Driver's License

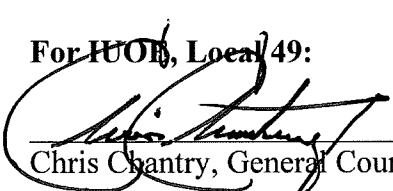
The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Driver's License (CDL) rules.

The following conditions will apply to no more than five (5) Public Works employees in the Local 49 Bargaining Unit at any given time. Additionally, only a maximum of three (3) of the above five (5) Public Works employees may be without a Class C driver's license. The five (5) and three (3) employee limitations referenced above will be reduced by the number of employees in the bargaining unit that are on a medical leave of absence or other protected leave, including but not limited to a FMLA-qualifying event, ADA accommodation, workers' compensation, or parental leave.

- A. If an employee temporarily loses their CDL, the Employer will accommodate the employee by assigning him/her to duties that do not require a CDL, not to exceed twelve (12) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- B. If an employee temporarily loses their driver's license, the Employer will accommodate the employee by assigning him/her to duties that do not require a driver's license, not to exceed six (6) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- C. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
- D. The application of this Agreement will begin for an individual as of the date of their license revocation regardless of subsequent procedures contesting the revocation.
- E. This Memorandum of Understanding applies to driving violations outside the workplace.
- F. This Memorandum of Understanding does not include positive test results from the Department of Transportation's required random testing.
- G. A seventeen percent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

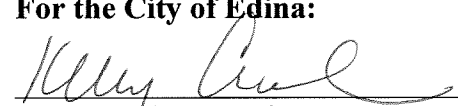
This Memorandum will remain in effect from January 1, 2022, through December 31, 2023. As of January 1, 2024, this Memo may be extended, modified, or eliminated at either party's request.

For HUOB, Local 49:


Chris Chantry, General Counsel

Dated 1/31/2022

For the City of Edina:


Kelly Curtin, HR Director

Dated 02/01/2022

CITY OF EDINA

**MEMORANDUM OF UNDERSTANDING
Health Care Savings Plan**

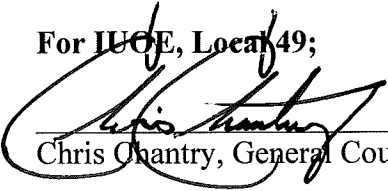
THE FOLLOWING Agreement ADDRESSES MEMBER PARTICIPATION IN THE CITY'S HEALTH CARE SAVINGS PLAN

The City of Edina and the International Union of Operating Engineers, Local 49 agree that members will participate in the City's current Health Care Savings Plan outlined as follows:

1. Effective April 1, 2003, this program applies to all regular full-time employees.
2. Employees with less than five years of service do not participate in the HCSP.
3. For all employees with more than five years of service, participation in the HCSP is mandatory.
4. Employees eligible to receive a severance payment for unused sick leave at termination of employment must contribute the entire sick leave portion of their severance to the HCSP account up to a maximum of 960 hours.
5. Employees eligible to receive six weeks' severance pay at termination instead of payment for sick leave must contribute the entire six weeks' severance payment to their HCSP account.


This Memorandum will remain in effect from January 1, 2022, through December 31, 2023. As of January 1, 2024, this Memo may be extended, modified, or eliminated at either party's request.

For IUOE, Local 49;


Chris Chantry, General Counsel

Dated 1/31/2022

For the City of Edina;


Kelly Curtin, HR Director

Dated 02/01/2022

CITY OF EDINA

**MEMORANDUM OF UNDERSTANDING
Parks On-Call Program**

The City of Edina and the International Union of Operating Engineers, Local 49, agree that the On-Call Program for Parks will be as follows:


1. The City and Local 49 have established an On-Call Program for the Parks division.
2. This Program is for the life of the contract, from January 1, 2022, to December 31, 2023.
3. When an employee is assigned to be on-call weeknights, Saturdays, Sundays, or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid \$45 per weeknight (after employee's regular scheduled shift Monday through Friday) and \$85 replace per 24-hour shift on Saturdays, Sundays, or Holidays. Articles 10 and 11 will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

For IUOE, Local 49;


Chris Chantry, General Counsel

Dated 1/31/2022

For the City of Edina;


Kelly Curtin, HR Director

Dated 02/01/2022



TENTATIVE AGREEMENT February 15, 2024

Key:

Bold = proposed new language

~~Strike through~~ = old language removed/replaced

I. ARTICLE 13 – VACATION LEAVE WITH PAY.

13.1 Amount. The following accrual schedule shall apply to eligible employees **effective 1/1/2024.**

1-5 continuous years of regular full-time employment: ~~3.076~~ **3.69** hours per pay period (~~+0 12~~ days per year)

6-10 continuous years of regular full-time employment: ~~4.61~~ **4.92** hours per pay period (~~+5 16~~ days per year)

11-15 continuous years of regular full-time employment: An additional .307 hours per pay period or one (1) additional day of vacation for each additional year of service to 15 years of service. (Total at 15 years of service – ~~20 21~~ days per year).

16 continuous years of regular full-time employment: ~~6.154~~ **6.77** hours per pay period (~~20 22~~ days per year)

~~17 years or more of continuous service of regular full-time employment: An additional .307 hours per pay period or one (1) additional day of vacation for a total of twenty-one (21) days of vacation per year.~~

13.7 New Employees. The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours. **Employees are eligible for an initial hire advancement of a vacation bank as identified in the City's Handbook as it may be amended from time to time.**

2. ARTICLE 14 – SICK LEAVE WITH PAY

Article 14 – Sick Leave with Pay. Modify Article 14 language to be in compliance with new Minnesota Earned Sick and Sick Time (ESST) Law.

14.3 Employees requesting ESST leave will follow the notice and documentation provisions- outlined in the City's Personnel policies.

14.4 For non-ESST leave:

A. Employees requesting sick leave shall contact the Employer or the Employer's representative prior to the time the employee is regularly scheduled to report for duty or if unable to do so, notify him/her within the first thirty (30) minutes of the scheduled workday.



B. Written request for the sick leave to be used for other than personal injury or illness is to be made to the Employer's representative prior to the using of the sick leave or the workday following the employee's return. The Employer reserves the right to verify the reported cause for the requested sick leave by such means as he/she deems necessary.

I4.5 New Employees. Employees are eligible for an initial hire advancement of a sick bank as identified in the City's Handbook as it may be amended from time to time.

3. ARTICLE 3 - DURATION

Two-year agreement. January 1, 2024, through December 31, 2025.

4. APPENDIX A - WAGES

- 3% increase to all steps and classifications effective January 1, 2024.
- 3.5% increase to all steps and classifications effective January 1, 2025.

Modify career ladder program for all divisions to remove certain licensure and replace with a certification pay program. Employee will receive certification pay in their regularly assigned division and are not eligible for certification pay in more than one division at a time.

Certification pay effective first pay period following ratification of contract. No limit on number of employees that can pursue a certification/license within their division/department.

Mechanics: maximum of any 8
\$0.25/hr. per ASE license

Utilities: maximum of one from each category

Water

Class D: \$0.25/hr.

Class C: \$0.50/hr.

Class B: \$0.75/hr.

Class A: \$1.25/hr.

Sewer

Class SD: \$0.25/hr.

Class SC: \$0.50/hr.

Class SB: \$0.75/hr.

Class SA: \$1.25/hr.



Parks Department: maximum of 2

Pesticide Applicator: \$0.25/hr.

Certified Playground Safety Inspector: \$0.50/hr.

Certified Pool Operator: \$0.25/hr.

Certified Sports Field Manager: \$0.50/hr.

Certified Ecologist: \$0.25/hr.

Certified Tree Inspector: \$0.25/hr.

*Certified Tree Arborist: \$0.50/hr.

*Certified Tree Inspector cannot be compounded with Certified Tree Arborist.

Streets:

American Traffic Safety Services Association (ATSSA) Supervisor Certificate: \$0.25/hr.

Roads Scholar: Maintenance Operations and Technical Certificate (LTAP): \$0.50/hr.

Roads Scholar: Leadership, Supervisory, and Operations Management Certificate: \$0.25/hr.

5. Career Development Program. Continue as follows and modify for all divisions as noted in #4 above.

- 1) Modify the Career Development Program for all divisions.
- 2) Modify the Career Development Program to remove the requirement to do after hours trainings **for all divisions**. Any required trainings will be paid as compensated time. Intent is to completely remove after-hours training requirements in Steps 5 and 6.

*Final CDP changes to be implemented by the CDP Committee per the direction of a final Tentative Agreement reached and approved.

6. Renew the following MOUs:

- Central Pension Fund
- Commercial Driver's License
- Health Care Savings Plan
- Parks On-Call Program

7. Clean up any grammatical or numbering errors in the contract.

8. Change his/her to gender neutral pronouns.

9. Table of Contents: Remove "(Excluding Utility Division)"

- a. MEMORANDUM OF UNDERSTANDING –
Parks On-Call Program (~~Excluding Utility Division~~)..... 27



10. Remove all references to "AFL-CIO" in the contract.
11. Remove all references to "Electrical/HVAC" in the contract.
12. MEMORANDUM OF UNDERSTANDING – Temporary Mechanic Assignment

Effective the first pay period following ratification of the contract, the four Public Service Workers who previously served as mechanics and have ASE certification will receive that ASE certification pay for full days that they are assigned as temporary mechanics. This Memorandum of Agreement will continue through the earlier of: 1) when both current mechanic vacancies are filled; or 2) August 1, 2024.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.P.

To: Mayor and City Council

Item Type:

Request For Purchase

From: Jennifer Bennerotte, Communications Director

Item Activity:

Subject: Request for Purchase: Engagement Website Software
Renewal

Action

ACTION REQUESTED:

Approve a two-year renewal of the City's contract with Grancius for the BetterTogetherEdina.org website for \$25,843.

INTRODUCTION:

The City of Edina has used Bang the Table's "EngagementHQ" software-as-a-service solution for its engagement website, BetterTogetherEdina.org, since it was launched. Granicus acquired Bang the Table in mid-2021.

The City's multi-year contract for EngagementHQ expired in December 2023. Staff have been negotiating its renewal since the fall and have agreed to a two-year contract with a 3% annual increase. The cost for 2024 will be \$12,730.80 and 2025 will be \$13,112.72.

In 2025, the Communications and Administration departments will review available solutions for BetterTogetherEdina.org and either negotiate a new contract with Granicus for 2026 and beyond or move to a new platform.

ATTACHMENTS:

Request for Purchase: Engagement Website Software Renewal

Contract



CITY OF EDINA

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

Requisition Number

12400070

Request for Purchase

Department: Communications

Buyer: Jennifer Bennerotte

Date: 02/29/2024

Requisition Description: EngagementHQ Renewal for BetterTogetherEdina.org

Vendor: GRANICUS LLC

Cost: \$25,843.52

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: SERVICE K - SERVICE CONTRACT

DESCRIPTION: The City's multi-year contract for EngagementHQ expired in December 2023. Staff have been negotiating its renewal since the fall and have agreed to a two-year contract with a 3% annual increase.

Cost for 2024 will be \$12,730.80. Cost for 2025 will be \$13,112.72.

The contract includes licenses for eight site administrators, the "hubs" feature and the basic embeddable project finder.

BUDGET IMPACT: The expense will be paid for by the Communications Department out of the General Fund.

COMMUNITY IMPACT: The BetterTogetherEdina.org website is an important part of the City's community engagement strategy. Besides being a place to collect feedback on general City government issues, since the COVID-19 pandemic, it has provided residents the opportunity to provide public hearing testimony online as an alternative to testifying in person at Planning Commission, City Council and Housing & Redevelopment Authority meetings.

ENVIRONMENTAL IMPACT: This is a cloud-based solution.

Environmental Impact - item specific:

Vehicle - Make/Model/Year requested vehicle:

Vehicle - Make/Model/Year current vehicle (if replacement):

Vehicle - Does purchase meet Green Fleet Recommendations? -

Vehicle - If does not meet Green Fleet Recommendations, justification: -

MPG:

Carbon Emissions:

Granicus Proposal for Edina, MN

ORDER DETAILS

Prepared By: Astrid Xu
Phone:
Email: astrid.xu@granicus.com
Order #: Q-331403
Prepared On: 01 Mar 2024
Expires On: 31 Dec 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: 01 Jan 2024 - 31 Dec 2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
EHQ Additional Hubs	01 Jan 2024 - 31 Dec 2024	Annual	1 Each	\$0.00	\$0.00
EHQ Embeddable Project Finder - Basic	01 Jan 2024 - 31 Dec 2024	Annual	1 Each	\$0.00	\$0.00
EHQ Unlimited	01 Jan 2024 - 31 Dec 2024	Annual	1 Each	\$12,730.80	\$12,730.80
EngagementHQ Additional Site Admin	05 Oct 2024 - 31 Dec 2024	Annual	5 Each	\$0.00	\$0.00
SUBTOTAL:				\$12,730.80	\$12,730.80

FUTURE YEAR PRICING

Solution(s)	Period of Performance
	01 Jan 2025 - 31 Dec 2025
EHQ Additional Hubs	\$0.00
EHQ Embeddable Project Finder - Basic	\$0.00
EHQ Unlimited	\$13,112.72
EngagementHQ Additional Site Admin	\$0.00
SUBTOTAL:	\$13,112.72

PRODUCT DESCRIPTIONS

Solution	Description
EHQ Additional Hubs	Additional Hub page/s for use with EHQ Hubs add-on.
EHQ Embeddable Project Finder - Basic	<p>EHQ Embeddable Project Finder tool for embedding in web CMS;</p> <ul style="list-style-type: none"> • Annual subscription • Unlimited project finders • Configure the number of projects shown • Self-service management
EHQ Unlimited	<p>Unlimited engagement package for teams;</p> <ul style="list-style-type: none"> • Annual subscription • Unlimited engagement projects per year • Three Site Administrators • Unlimited Project Administrators • Access to all standard tools including embeddable Surveys/polls, Forums, Guestbook, Stories, Q&A, Ideas, Places and Newsfeed • Customizable registration form and Participant Relationship Manager (PRM) • Appearance editor for homepage management, branding and styling • Access to reporting and analysis tools including Survey Analysis, Text Analysis with sentiment, tool and project dashboards, customizable PDF survey reports and downloadable excel reports • Newsletters for project updates and project communication • 24/7 independent moderation, in-app chat and email support, access to Helpdesk and Granicus Community.
EngagementHQ Additional Site Admin	Additional Site Admin for EHQ.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-331403 dated 01 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Edina, MN to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-331403 dated 01 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Edina, MN	
Signature:	
Name:	
Title:	
Date:	



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VI.Q.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Sharon Allison, City Clerk

Item Activity:
Action

Subject: Approve 2024 Liquor License Renewals

ACTION REQUESTED:

Approve 2024 liquor license renewals.

INTRODUCTION:

Applications for liquor license renewals were received for 2024, and of the 60 establishments, one did not renew.

Background checks were completed by the Police Department, and all were recommended for approval for April 1, 2024, to March 31, 2025. Sgt. Boosalis' report is attached.

ATTACHMENTS:

2024 Liquor License Renewals

Police Department

Phone 952-826-1610 • Fax 952-826-1607 • www.EdinaMN.gov



Date: 02/26/2024
To: Sharon Allison
cc: Chief Todd Milburn
From: Sgt. David Boosalis
Subject: Liquor License Renewals

Background checks have been completed for the 2024-2025 licensing period. The review was conducted for the following liquor licenses: On-Sale Intoxicating and Sunday Sale, Wine and 3.2 Beer On-Sale, 3.2 Off-Sale, Brew Tap and Sunday Sale, Brewer Off-Sale and Club On-Sale and Sunday Sale.

The below listed restaurants, stores and country clubs comply with Edina City Code. An unqualified recommendation for approval of these renewal applications is warranted.

ON-SALE INTOXICATING AND SUNDAY SALE

- AMC Theater
- Big Bowl
- Cocina Del Barrio
- CoV Edina
- Crave Restaurant
- Dave & Buster's
- D'Amico & Sons
- Edina Grill Restaurant
- Edina Theatre
- Good Earth
- Homewood Suites
- Ichiban
- McCormick & Schmick's Seafood Restaurant
- Mr. Paul's Supper Club
- Nakamori Japanese Bistro
- Olive's Fresh Pizza Bar Edina
- Pajarito
- Pinstripes
- Pittsburgh Blue
- Raku Japanese Restaurant
- Red River Kitchen
- Salut Bar American
- Tavern 23
- Tavern on France
- The Cheesecake Factory
- The Hilltop
- Town Hall Station
- Westin Edina Galleria
- Yumi

**WINE AND 3.2 BEER ON –SALE**

- Bojae's
- Brookdale Edina
- Cahill Bistro
- Coconut Thai
- Cooks of Crocus Hill
- Davanni's Pizza and Hot Hoagies
- D'Amico & Sons
- DeLeo Bros Pizza
- Lunds & Byerlys France Avenue
- Marriott Residence Inn
- Master Noodle
- Red's Savoy Pizza
- Poolside Bistro
- Peoples Organic
- Rare
- Restoration Hardware
- Shake Shack
- Tamarind
- The Lynhall No. 3495
- TJ's of Edina
- EL Camino Taco Deli
- My Burger

BEER 3.2 OFF-SALE

- Jerry's Food

BREW TAP, SUNDAY SALE AND BREWER OFF-SALE

- Wooden Hill Brewing Company

CLUB ON-SALE AND SUNDAY SALE

- Edina Country Club
- Interlachen Country Club



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VII.A.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Nick Bauler, Traffic Safety Coordinator

Item Activity:
Information

Subject: 2023 Traffic Safety Summary Report

ACTION REQUESTED:

None.

INTRODUCTION:

Staff will present to City Council the annual Traffic Safety Summary Report for 2023. The Transportation Commission reviewed the report at their February 15 regular meeting; comments are included in the attached staff report.

ATTACHMENTS:

2023 Traffic Safety Summary Report



Date: March 6, 2024

To: Mayor and City Council

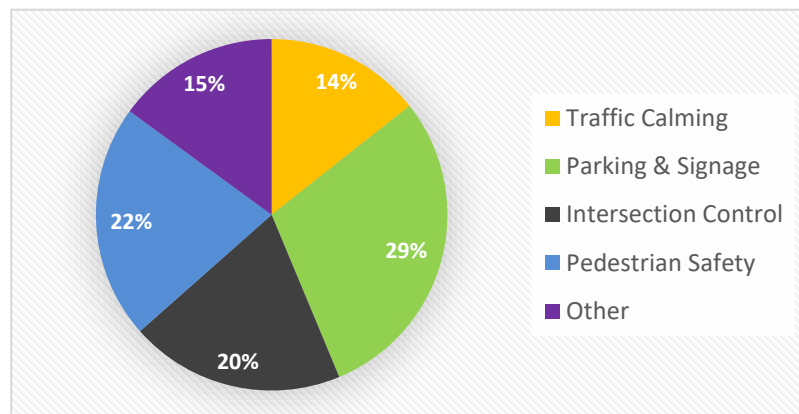
From: Nick Bauler, Traffic Safety Coordinator

Subject: 2023 Traffic Safety Summary Report

Information / Background:

The Engineering Department received 183 traffic safety requests in 2023. Requests are received by phone, mail, email and through the City's website. 188 requests were reviewed and completed in 2023, an increase of 9 requests from 2022; this includes 51 requests received before 2023. Each request may require data collection and analysis by the Traffic Safety Coordinator prior to review by the Traffic Safety Committee. Requests are assigned to one of five categories; Traffic Calming, Parking and Signage, Intersection Control, Pedestrian Safety or Other (see Figure I).

Figure I. Traffic Safety Requests Reviewed in 2023



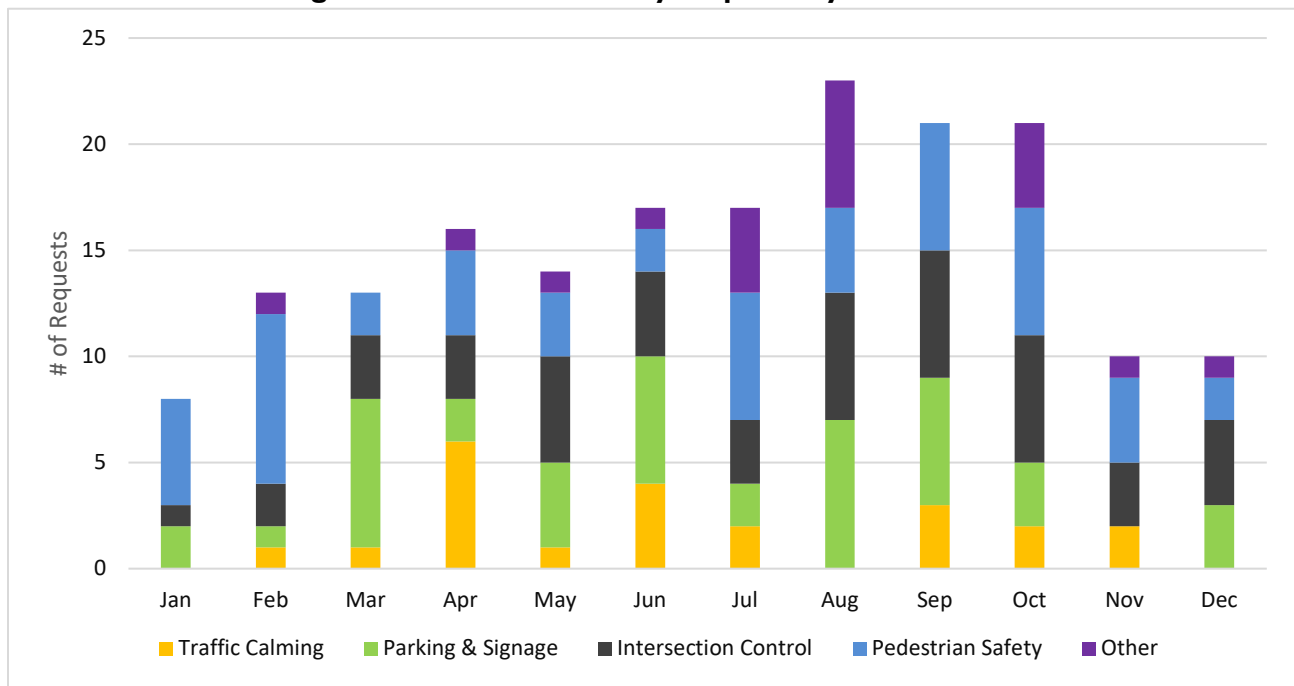
After requests are reviewed by the Committee, they are categorized as A (recommended action), B (recommended denial/no change) or C (recommend further study) items in traffic safety reports. Many requests are handled solely by the Traffic Safety Coordinator; these are generally requests for increased police enforcement or for matters governed by existing City policies (crosswalks, signage, traffic signals, etc.). These are categorized as D items. Table I shows the full breakdown of requests reviewed in 2023.

Table 1. 2023 Traffic Safety Requests by Type

Request Type	Traffic Calming			Parking & Signage			Intersection Control			Pedestrian Safety			Other		
Items Reviewed	24 (14%)			49 (29%)			33 (20%)			36 (22%)			25 (15%)		
Recommendation	A	B	D	A	B	D	A	B	D	A	B	D	A	B	D
	0	11	13	10	11	28	0	9	24	6	8	22	3	3	19
%	0%	46%	54%	20%	22%	57%	0%	27%	73%	17%	22%	61%	12%	12%	76%

In total, the Committee recommended action of 19 requests (A items) and denial of 42 (B items). 105 requests were handled by the Traffic Safety Coordinator (D items). Parking and Signage received the highest number of approvals (10), followed by Pedestrian Safety (6) and Other (3).

Figure 2 shows the 2023 traffic safety requests by month received. Requests increased in April thru September, likely a result of improving weather and traffic volumes shifting between school years.

Figure 2. 2023 Traffic Safety Requests by Month Received

Figures 3 and 4 demonstrate trends from 2019 to 2023. Figure 3 shows the number of requests received by month, which illustrates most requests are received in the spring and summer months and taper off as winter approaches.

Figure 3. Traffic Safety Requests Received by Month (2019 – 2023)

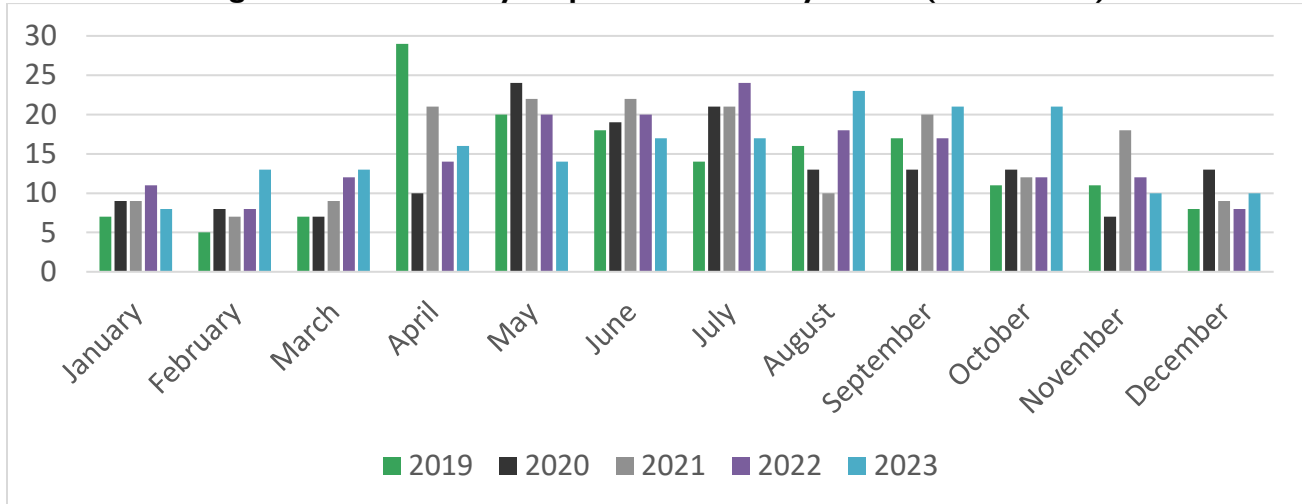
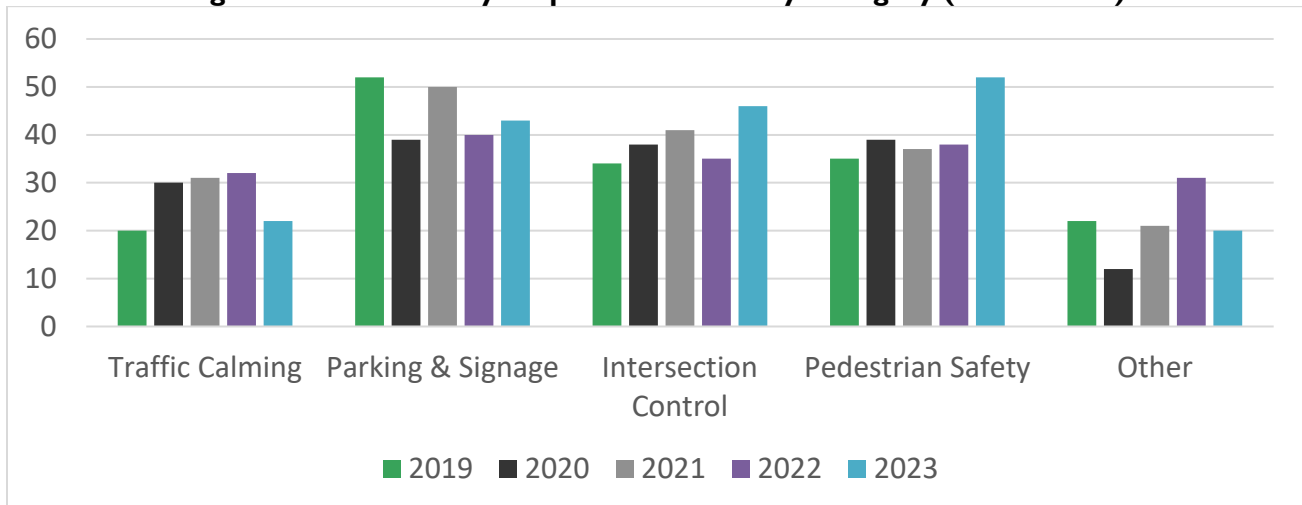


Figure 4 shows requests submitted by category. Pedestrian Safety and Intersection Control requests increased in 2023 while Traffic Calming decreased.

Figure 4. Traffic Safety Requests Received by Category (2019 – 2023)



Each request is geolocated so staff can monitor trends and track multiple requests made at the same locations. Table 2 shows the number of requests received from each quadrant of the City and the most requested category. Figures 5 – 8 show the locations of each traffic safety request by quadrant.

Table 2. 2023 Traffic Safety Requests by Quadrant

Quadrant	Requests Received	% of Total Requests Received	Most Requested Category
Northwest	46	25%	Pedestrian Safety (16)
Southwest	35	19%	Intersection Control (11)
Southeast	37	20%	Intersection Control & Pedestrian Safety (12)
Northeast	65	36%	Parking & Signage (19)

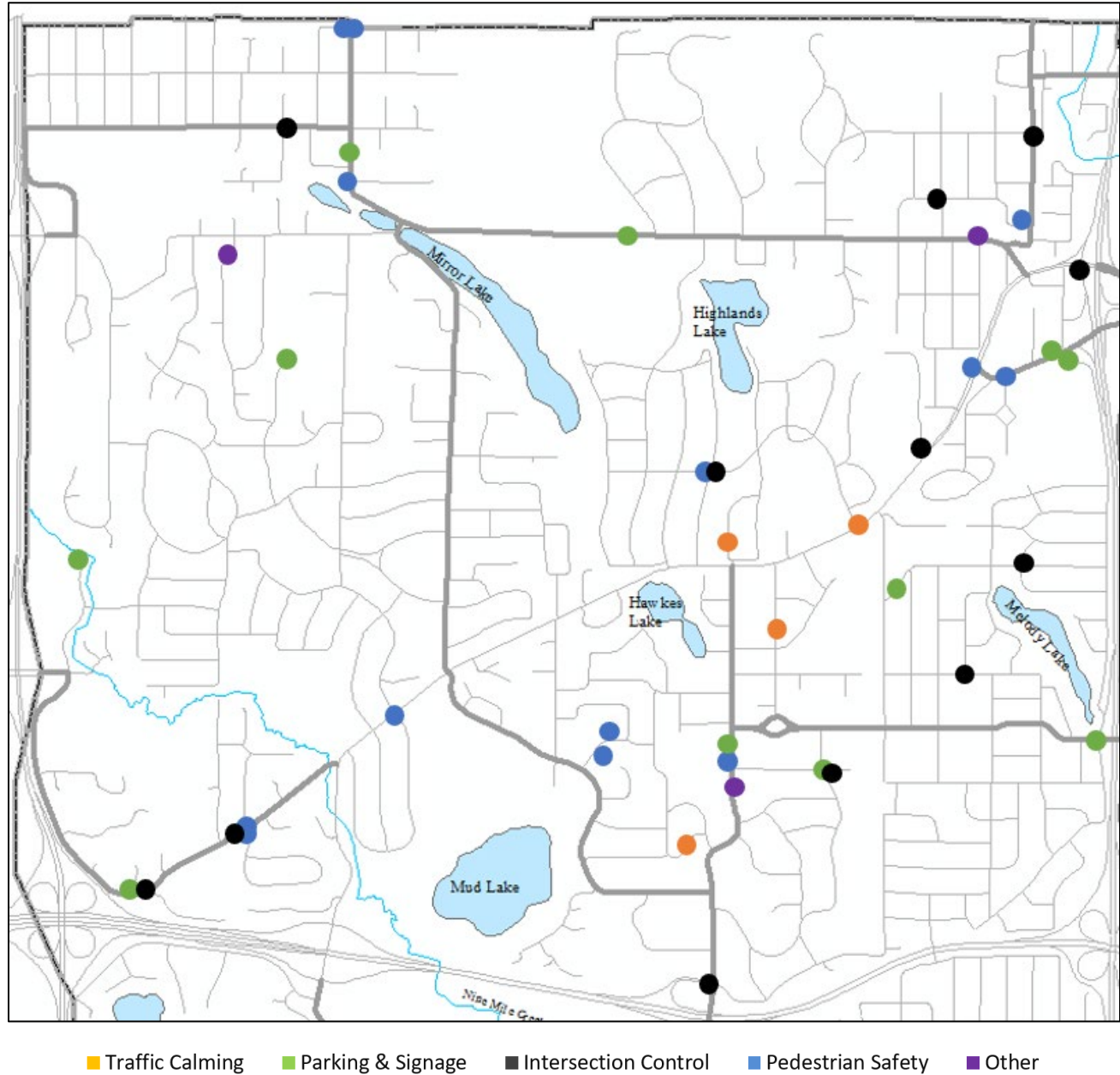
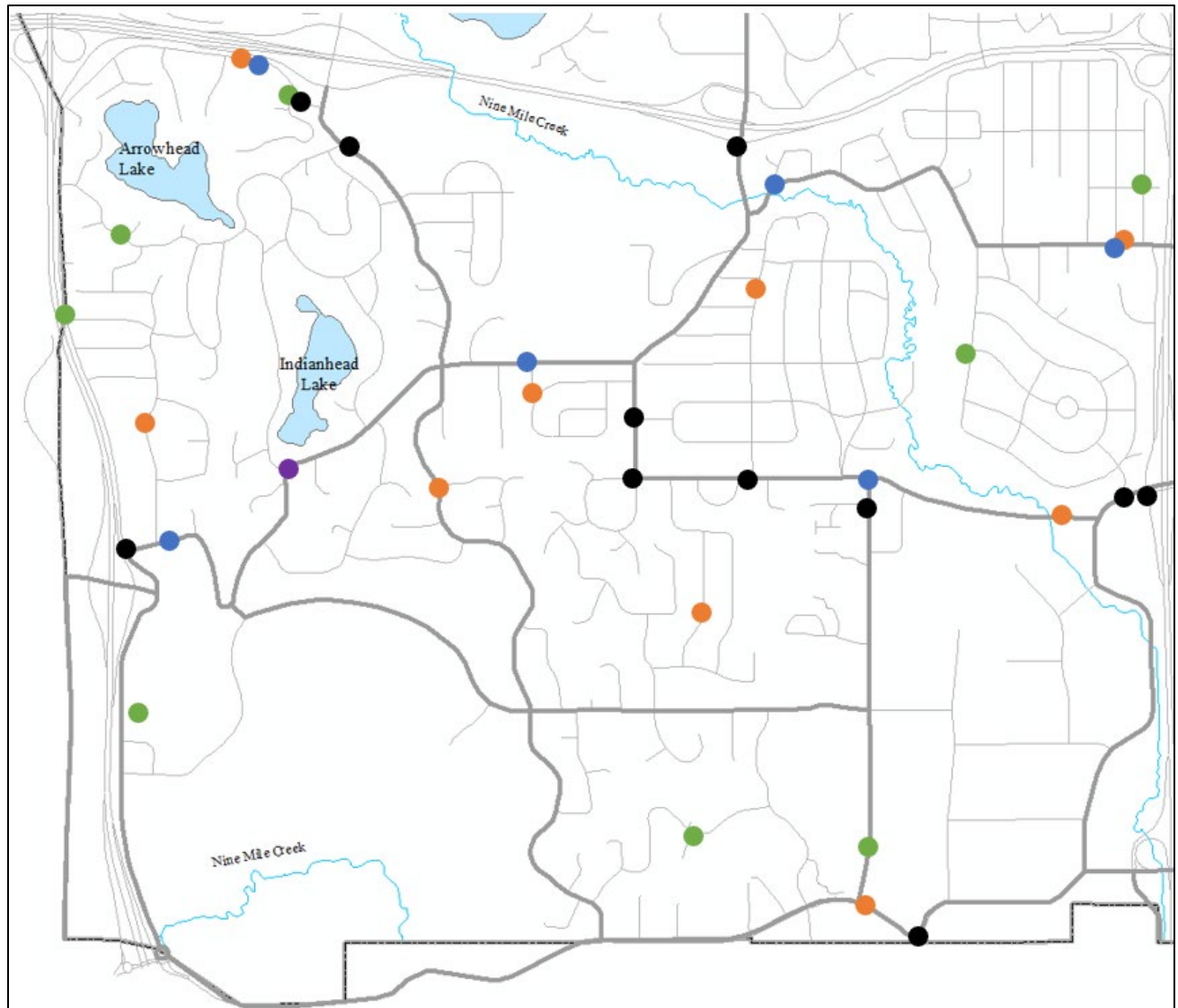
Figure 5. 2023 Traffic Safety Requests Received in Northwest Edina

Figure 6. 2023 Traffic Safety Requests Received in Southwest Edina

■ Traffic Calming ■ Parking & Signage ■ Intersection Control ■ Pedestrian Safety ■ Other

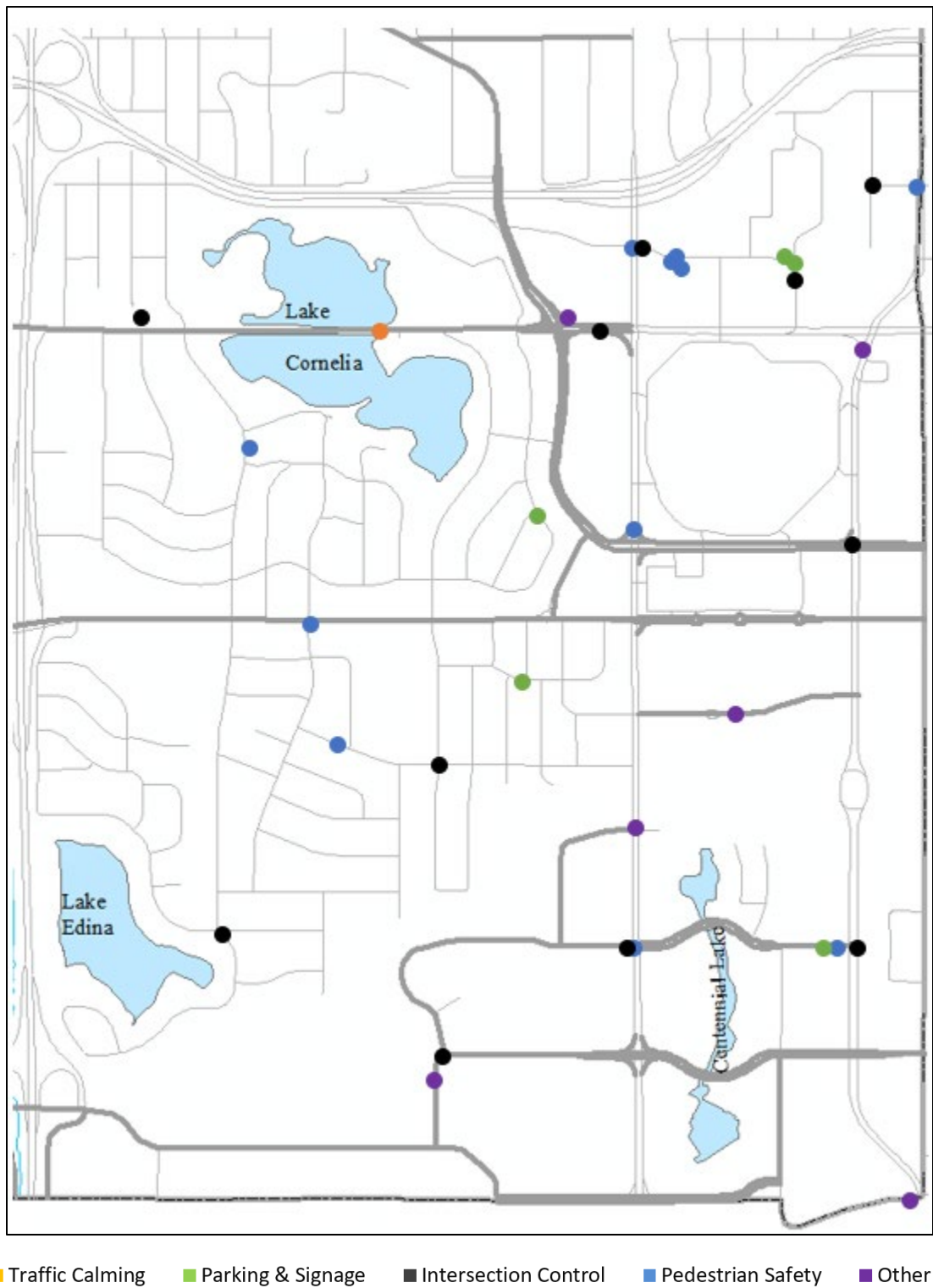
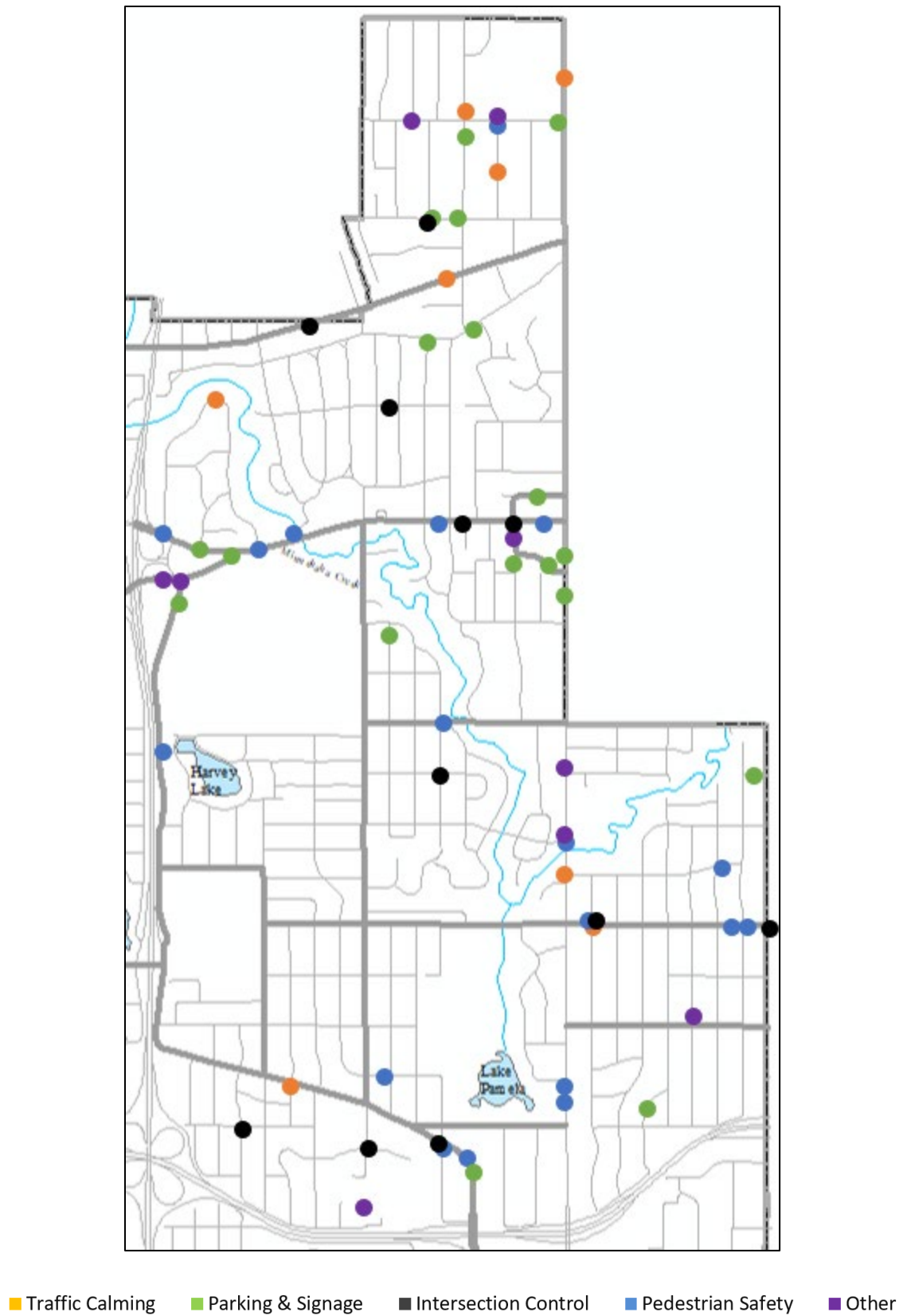
Figure 7. 2023 Traffic Safety Requests Received in Southeast Edina

Figure 8. 2023 Traffic Safety Requests Received in Northeast Edina

Transportation Commission Comments

Staff presented the report to the Transportation Commission at their February 15 regular meeting.

Comments included:

- Commissioners noted that it must be difficult in certain situations to decide how to categorize a request.
- Commissioners suggested that staff look at multiple years of geospatial data to evaluate potential trends.
- Commissioners noted that Intersection Control and Traffic Calming have no A items.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

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 4917 Eden, LLC,
dba Starling

Item Activity:
Action

ACTION REQUESTED:

Motion to approve new On-Sale Intoxicating and Sunday Sale liquor licenses for 4917 Eden, LLC, dba Starling.

INTRODUCTION:

4917 Eden, LLC dba Starling is a new restaurant opening in Maison Green at 4917 Eden Avenue, just across from City Hall. The applicant has applied for On-Sale Intoxicating and Sunday Sale liquor licenses.

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 and request approval immediately, an exception to the two-meeting public hearing process.

ATTACHMENTS:

Background Check



BACKGROUND INVESTIGATION SUMMARY
ON-SALE LIQUOR AND ON-SALE SUNDAY INTOXICATING LIQUOR LICENSE

Establishment: 4917 Eden, LLC DBA: Starling
License: On-Sale Liquor License and On-Sale Sunday

In February of 2024, the Edina Police Department began a background investigation relating to a City of Edina application for an On-Sale Liquor License and Sunday On-Sale License. The application was submitted by 4917 Eden, LLC: D.B.A. Starling. 4917 Eden, LLC: D.B.A. Starling will operate from 4917 Eden Ave., Edina.

4917 Eden, LLC: D.B.A. Starling is authorized to do business in Minnesota and is registered with the State of Minnesota. 4917 Eden, LLC: D.B.A. Starling is currently active and in good standing with the Minnesota Secretary of State.

4917 Eden, LLC: D.B.A. Starling and/or its representatives are aware of the City of Edina's requirement relating to employee alcohol awareness training. The training date is TBD.

Owners/Partners/Members: 4917 Eden, LLC: D.B.A Starling:
Frederick, Brent Richard Edina, MN

The owners/partners/members have been investigated. Nothing of note was located. Checks were made with the following agencies:

NCIC
MINCIS
Hennepin County
Minnesota Secretary of State
Minnesota Alcohol and Gambling Enforcement Division

David Boosalis

Sgt. David Boosalis #190



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: VIII.B.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Pa Thao, Finance Director

Item Activity:
Action

Subject: PUBLIC HEARING: Resolution No. 2024-21:
Amending the Capital Improvement Plan to Authorize
Increase Bonding for Community Health & Safety
Center (Fire Station 2)

ACTION REQUESTED:

Motion to close the public hearing on March 10 and continue action to the March 19 City Council meeting.

INTRODUCTION:

In June 2022, Council approved Resolution No. 2022-56 to authorize financing for up to \$39,000,000 of general obligation bonds for the land acquisition, design, and construction of the fire station project. The original plan authorized a not to exceed \$39,000,000 bonding amount.

The City completed site acquisition in 2022, anticipating the design and construction contracts to be awarded in 2023 and 2024. Preliminary design indicated the need to increase the project budget due to cost escalations and refined scope. Final bid results were received in December 2023 and the Council subsequently approved increasing the project budget by \$8,300,000 to \$47,300,000. The plan is amended to authorize an additional bonding amount, not to exceed \$8,300,000, subject to City Council approval for the project.

Following the close of the public hearing on March 10, staff recommends City Council to adopt Resolution 2024-21.

ATTACHMENTS:

Resolution No. 2024-21: Amending the CIP Authorizing Increase Bonding for CHSC (Fire Station 2)

Amended CIP Bonds Plan for Fire Station

Staff Presentation

CERTIFICATION OF MINUTES RELATING TO
ADOPTION OF CAPITAL IMPROVEMENT PLAN AND ISSUANCE AND SALE OF
BONDS THEREFOR

Issuer: City of Edina, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on March 19, 2024
at 7:00 o'clock P.M., at the City Hall, Edina, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. 2024-21

RESOLUTION ADOPTING CAPITAL IMPROVEMENT PLAN
AND AUTHORIZING THE ISSUANCE AND SALE OF BONDS
THEREFOR

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this _____ day of March, 2024.

Sharon Allison, City Clerk

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. 2024-21
RESOLUTION ADOPTING CAPITAL IMPROVEMENT PLAN
AND AUTHORIZING THE ISSUANCE AND SALE OF BONDS
THEREFOR

BE IT RESOLVED by the City Council (this “Council”) of the City of Edina, Minnesota (the “City”), as follows:

SECTION 1. PUBLIC HEARING; FINDINGS. On March 6, 2024, the City held a public hearing on the approval of the City’s Amended Capital Improvement Plan (the “Plan”) and the issuance of capital improvement plan bonds in an amount not to exceed \$8,300,000, pursuant to Minnesota Statutes, Section 475.521 (the “Bonds”), for the purpose of financing the construction of various capital improvements identified in the Plan, including capital improvements related to the City’s Fire Station #2 Facility Project (the “Projects”).

All parties who appeared at the hearing were given an opportunity to express their views with respect to the proposal to adopt the Plan and undertake and finance the Projects, and any written comments submitted prior to the hearing were considered.

In approving the Plan, the Council considered for each project and the overall Plan:

- (1) the condition of the City’s existing infrastructure, including the projected need for repair or replacement;
- (2) the likely demand for the improvement;
- (3) the estimated cost of the improvement;
- (4) the available public resources;
- (5) the level of overlapping debt in the municipality;
- (6) the relative benefits and costs of alternative uses of the funds;
- (7) operating costs of the proposed improvements; and
- (8) alternatives for providing services most efficiently through shared facilities with other municipalities or local government units.

SECTION 2. PLAN ADOPTION. The City hereby adopts the Plan.

SECTION 3. BOND AUTHORIZATION. It is hereby determined to be in the best interests of the City to issue the Bonds to finance the costs of the Projects. If a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last general election, is filed with City Manager within 30 days of the date hereof, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

Adopted this ____ day of March, 2024.

James B. Hovland, Mayor

Attest: _____
Sharon Allison, City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by
Councilmember _____ and upon vote being taken thereon, the following
voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Original Adoption: June 21, 2022
Amended: March 6, 2024

AMENDED CAPITAL IMPROVEMENT PLAN FOR ISSUANCE OF GENERAL OBLIGATION CIP BONDS:



2022 - 2028



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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I. FOREWORD

The City of Edina (the “City”) has prepared the following information to expedite an amendment to the Five- Year Capital Improvement Plan For Issuance Of General Obligation CIP Bonds originally adopted June 21, 2022 (the “Original Plan”). The proposed modification seeks to increase the authorization to issue up to \$8,300,000 in additional general obligation bonds for the capital improvements projects designated by the Original Plan. The amended sections are provided below, and the Original Plan is included as Appendix C.

II. PROJECT SUMMARY – As amended March 6, 2024

The expenditures to be undertaken with this CIP for the years 2022 to 2028 are limited to those listed in Appendix A. All other foreseeable capital expenditures within the City government will come through other means as identified within the City’s budget work plan process.

CIP Factors

The CIP Act requires the Council to consider eight factors in preparing the CIP and authorizing general obligation bonds:

1. Condition of the City’s existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement(s).
3. Estimated cost of the improvement(s).
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvement(s).
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the projects identified above through the issuance of CIP Bonds. The findings are as follows:

Conditions of City Infrastructure and Need for the Project

The City has completed a multi-year review process of all its buildings to create a master replacement schedule to optimize long-term financial resources and meet sustainability goals. The City's facility review identified over \$620,000 in short-term maintenance and replacement costs for Fire Station 2 within its current capital improvement plan. Fire Station 2 is determined to be in moderate need for replacement but also inadequately located for future needs. The City has also determined it would need additional space for this facility in order to accommodate full staffing and training needs.

Demand for the Project

The City's fire department hired Five Bugles Design to conduct a response time and station location study. The 2019 report recommended changes to Fire Station 2 within three to five years' time. The City's current Fire Station 2 is in serviceable condition, but the facility and site will not support the level of services needed within the southeast quadrant of the city due to anticipated development and growth. Relocating the station north and west of the current location will also better center it closer to growing areas of the community. Further, the existing site is too small to provide for the size of station needed to best serve the community.

The Fire Station project would also include administrative space for the Public Health Division. The current fire stations do not have enough space to accommodate the current or future needs of the Public Health Division. Locating the Public Health Division within the proposed Fire Station #2 will create collaborative opportunities to continue to support Public Health initiatives in the City.

Estimated Cost of the Project

The facility project was preliminary estimated to cost \$39,000,000 inclusive of site acquisition, construction, and soft costs. The Original Plan authorized a not to exceed \$39,000,000 bonding amount.

The City completed site acquisition in 2022, anticipating the design and construction contracts to be awarded in 2023 and 2024. Preliminary design indicated the need to increase the project budget due to cost escalations and refined scope. Final bid results were received in December of 2023 and the Council subsequently approved increasing the project budget by \$8,300,000 to \$47,300,000. The plan is amended to authorize an additional bonding amount, not to exceed \$8,300,000, subject to City Council approval for the project.

Availability of Public Resources

The City has identified the project is to be funded primarily by general obligation bond proceeds, and potentially supplemented temporarily by other available capital resources on hand as well as potential funding support from state bonding. Given the size of the project, debt is necessary to provide for the costs and preserve necessary operating resources for the City.

The debt will be issued in accordance with the City's debt management guidelines and debt service payments will be structured to accommodate the City's long-range projections for its future CIP levies. The City intends to repay the debt using a dedicated property tax levy. Projected debt service and annual levy amounts at the combined not to exceed \$47,300,000 bonding amount are identified in Appendix B.

Level of Overlapping Debt

Taxing District	Taxable Net Tax Capacity	% in City	Total G.O. Debt	City's Share
Hennepin County	2,672,668,521	6.61%	1,071,970,000	70,867,937
I.S.D. 270 (Hopkins)	168,755,786	7.58%	143,190,000	10,847,072
I.S.D. 271 (Bloomington)	193,336,352	0.01%	155,105,000	22,180
I.S.D. 272 (Eden Prairie)	144,223,821	0.97%	102,535,000	993,667
I.S.D. 273 (Edina)	142,891,893	98.88%	182,245,000	180,206,590
I.S.D. 280 (Richfield)	73,658,938	28.73%	130,840,000	37,594,388
I.S.D. 283 (St. Louis Park)	92,066,383	0.02%	247,260,000	61,073
Three Rivers Park District	1,911,697,254	9.24%	54,980,000	5,081,581
Metropolitan Council	5,878,109,833	3.01%	238,225,000	7,160,805
City's Total Share of Overlapping Debt				312,835,293

* Includes general obligation debt supported by taxes as of 2023. Based on information in Official Statements obtained on EMMA.

Relative Costs and Benefits of Alternative Uses of the Funds

The space limitations within the current fire facility, its age and the desire for increased operational efficiencies and strategic relocation drive the need for a new site and facility necessary for the City. The project has been included within in the City's Capital Improvement Program and projections for its long-term financial plans. There are no significant alternative funding sources anticipated for this project.

Operating Costs of the Proposed Improvements

The current fire station facility requires additional space as well as moderate maintenance and repair that are expected to continue into the future. The City estimates significant investments would be necessary to address both current needs and problems. The City anticipates that simply addressing maintenance and replacement costs as they are incurred will not provide adequate longevity, and will require duplicative facility needs due to an inadequate service location.

Moving forward with a new site and full-scale facility will provide the space and functionality necessary to sustain fire operations into the future. Significant repairs to the new structure would not be necessary for several decades. The replacement facility will be a safer and healthier place for staff and will include sustainable elements. The new facility will also provide efficiencies to help make the department more effective such as on-site training opportunities and adequate room for staffing and operations.

The City estimates that the proposed facility will have an impact on operating costs due to annual utility and facility upkeep costs upon its completion and first use anticipated as early as 2025. These costs would be partially offset by reductions due to closing the existing fire facility.

Options for Shared Facilities with Other Cities or Local Government

The City currently utilizes multiple fire stations to provide necessary service and response to protect a community of over 50,000 people. It is anticipated that the new site of Fire Station 2 will be strategically

located to provide the quick response necessary for its surrounding neighborhoods and community as a whole.

III. FINANCING – As Amended March 6, 2024

The total amount of requested expenditures under this CIP is up to \$47,300,000. If these expenditures are to be funded, that amount of money is anticipated to be generated through a combination of capital funds, requested state bond funds, and the sale of one or more series of general obligation capital improvement plan bonds within the identified five-year period. The total anticipated bond sizing is based upon funding the estimated acquisition, construction and soft costs identified for the project, plus estimated issuance costs and contingency. Current estimates of size and repayment of the CIP Bonds under consideration is shown in Appendix B.

In financing the CIP, two significant statutory limitations apply:

1. Under Chapter 475, with few exceptions, cities cannot incur debt in excess of 3% of the assessor's estimated market value (EMV) for the city. The City's Pay 2023 EMV is \$15,582,326,300. As noted in the table below, the City's debt subject to this requirement, including the proposed CIP Bonds, is within the required threshold:

Net Debt Limit	
Assessor's Estimated Market Value	15,582,326,300
Multiply by 3%	0.03
Statutory Debt Limit	467,469,789
Less: Existing Debt Subject to the Limit	(21,130,000)
Less: Proposed CIP Bond Issue(s)	(47,300,000)
Unused Debt Limit	399,039,789

2. A separate limitation under the CIP Act is that the total amount of principal and interest in any single year payable on all CIP Bonds issued by the City cannot exceed 0.16% of its EMV. In the City, that maximum annual debt service amount is \$24,931,722 for the 2022/23 tax year ($\$15,582,326,300 \times .0016$). The highest annual principal and interest payments remaining on the City's existing CIP Bonds are

\$1,796,583. The highest annual debt service estimated for this CIP issuance is \$2,674,795. As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act.

CIP Bonds Debt Service Limit	
Assessor's Estimated Market Value	15,582,326,300
Multiply by 0.16%	0.0016
CIP Act Debt Service Limit	24,931,722
Less: Existing Debt Service Subject to the Limit	(1,796,583)
Less: Estimate of Proposed CIP Bond Issue	(2,674,795)
Unused Debt Service Limit	20,460,344

APPENDIX A

Plan Estimated Project Costs:

The plan includes capital expenditures of approximately \$47,300,000 for the City's Fire Station 2 project which is to be funded with up to \$47,300,000 in bond proceeds. The following CIP Bond projects are currently identified within the 2022 to 2028 timeframe. Should additional facility projects come forward for consideration within this timeframe, a new plan identifying the sources of funds, including issuance of bonds, will be considered under separate proceedings.

Project Costs			
Year	Project		Amount
2022	Fire Station 2 Site & Design	\$	17,000,000
2023	None Anticipated	\$	-
2024	Fire Station 2 Construction	\$	17,945,000
2025	Fire Station 2 Construction	\$	12,355,000
2026	None Anticipated	\$	-
2027	None Anticipated	\$	-
2028	None Anticipated	\$	-
TOTAL		\$	47,300,000

Proposed CIP Bond Issues:

Proposed CIP Bond Issues			
Year			Amount
2022	\$		17,000,000
2023	\$		-
2024	\$		17,945,000
2025	\$		12,355,000
2026	\$		-
2027	\$		-
2028	\$		-
TOTAL	\$		47,300,000

* 2025 Amount net of redemption and permanent conversion of 2022B Temp. Bonds

APPENDIX B

2022 CIP Temporary Bonds to finance site acquisition:

City of Edina, Minnesota

\$17,000,000 General Obligation Temporary CIP Bonds, Series 2022B

Sources & Uses

Dated 08/25/2022 | Delivered 08/25/2022

Sources Of Funds

Par Amount of Bonds	\$17,000,000.00
Original Issue Discount (OID)	(40,290.00)
Total Sources	\$16,959,710.00

Uses Of Funds

Total Underwriter's Discount (0.076%)	12,947.64
Costs of Issuance	101,800.00
Deposit to Capitalized Interest (CIF) Fund	487,333.33
Deposit to Project Fund	16,357,629.03
Total Uses	\$16,959,710.00

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Capitalized Interest	Net D/S	Fiscal Total
08/25/2022	-	-	-	-	-	-	-
08/01/2023	-	-	317,333.33	317,333.33	(317,333.33)	-	-
02/01/2024	-	-	170,000.00	170,000.00	(170,000.00)	-	-
08/01/2024	-	-	170,000.00	170,000.00	-	170,000.00	-
02/01/2025	17,000,000.00	2.000%	170,000.00	17,170,000.00	-	17,170,000.00	17,340,000.00
Total	\$17,000,000.00	-	\$827,333.33	\$17,827,333.33	(487,333.33)	\$17,340,000.00	-

Estimate of CIP Bonds to permanently finance the total project:

City of Edina, Minnesota

\$47,300,000 General Obligation CIP Bonds

Assumes Current Market Non-BQ AAA/Aaa Rates

Estimated Sources And Uses

Dated 05/30/2024 | Delivered 05/30/2024

	Series 2024A GO CIP Bond	Series 2025A GO CIP Bond	Summary
Estimated Sources Of Funds			
Par Amount of Bonds	\$17,945,000.00	\$29,355,000.00	\$47,300,000.00
Total Sources	\$17,945,000.00	\$29,355,000.00	\$47,300,000.00
Estimated Uses Of Funds			
Underwriter's Discount Allowance (0.50%)	89,725.00	146,775.00	236,500.00
Costs of Issuance	137,000.00	171,000.00	308,000.00
Deposit to Capitalized Interest (CIF) Fund	409,572.81	-	409,572.81
2024 Construction	17,308,702.19	-	17,308,702.19
2022B Redemption - Perm. Conversion	-	17,170,000.00	17,170,000.00
2025 Construction	-	11,867,225.00	11,867,225.00
Total Uses	\$17,945,000.00	\$29,355,000.00	\$47,300,000.00

City of Edina, Minnesota

\$17,945,000 General Obligation Bonds, Series 2024A

\$29,355,000 General Obligation Bonds, Series 2025

Assumes Current Market Non-BQ AAA/Aaa Rates

Estimated Debt Service Schedule and Levy Calculation

Date	Principal	Coupon	Interest	Total P+I	Capitalized Interest	Net D/S	105% Levy Calculation
02/01/2025	-	-	409,572.81	409,572.81	(409,572.81)	-	-
02/01/2026	970,000.00	2.800%	1,699,509.55	2,669,509.55	-	2,669,509.55	2,802,985.03
02/01/2027	1,085,000.00	2.600%	1,586,112.50	2,671,112.50	-	2,671,112.50	2,804,668.13
02/01/2028	1,110,000.00	2.500%	1,557,902.50	2,667,902.50	-	2,667,902.50	2,801,297.63
02/01/2029	1,140,000.00	2.500%	1,530,152.50	2,670,152.50	-	2,670,152.50	2,803,660.13
02/01/2030	1,170,000.00	2.500%	1,501,652.50	2,671,652.50	-	2,671,652.50	2,805,235.13
02/01/2031	1,200,000.00	2.500%	1,472,402.50	2,672,402.50	-	2,672,402.50	2,806,022.63
02/01/2032	1,230,000.00	2.500%	1,442,402.50	2,672,402.50	-	2,672,402.50	2,806,022.63
02/01/2033	1,255,000.00	2.500%	1,411,652.50	2,666,652.50	-	2,666,652.50	2,799,985.13
02/01/2034	1,290,000.00	2.500%	1,380,277.50	2,670,277.50	-	2,670,277.50	2,803,791.38
02/01/2035	1,320,000.00	2.600%	1,348,027.50	2,668,027.50	-	2,668,027.50	2,801,428.88
02/01/2036	1,360,000.00	2.700%	1,313,707.50	2,673,707.50	-	2,673,707.50	2,807,392.88
02/01/2037	1,395,000.00	2.850%	1,276,987.50	2,671,987.50	-	2,671,987.50	2,805,586.88
02/01/2038	1,435,000.00	3.000%	1,237,230.00	2,672,230.00	-	2,672,230.00	2,805,841.50
02/01/2039	1,475,000.00	3.100%	1,194,180.00	2,669,180.00	-	2,669,180.00	2,802,639.00
02/01/2040	1,520,000.00	3.200%	1,148,455.00	2,668,455.00	-	2,668,455.00	2,801,877.75
02/01/2041	1,570,000.00	3.600%	1,099,815.00	2,669,815.00	-	2,669,815.00	2,803,305.75
02/01/2042	1,625,000.00	3.700%	1,043,295.00	2,668,295.00	-	2,668,295.00	2,801,709.75
02/01/2043	1,690,000.00	3.750%	983,170.00	2,673,170.00	-	2,673,170.00	2,806,828.50
02/01/2044	1,755,000.00	3.800%	919,795.00	2,674,795.00	-	2,674,795.00	2,808,534.75
02/01/2045	1,820,000.00	3.850%	853,105.00	2,673,105.00	-	2,673,105.00	2,806,760.25
02/01/2046	1,885,000.00	3.850%	783,035.00	2,668,035.00	-	2,668,035.00	2,801,436.75
02/01/2047	1,960,000.00	3.900%	710,462.50	2,670,462.50	-	2,670,462.50	2,803,985.63
02/01/2048	2,035,000.00	3.900%	634,022.50	2,669,022.50	-	2,669,022.50	2,802,473.63
02/01/2049	2,115,000.00	3.900%	554,657.50	2,669,657.50	-	2,669,657.50	2,803,140.38
02/01/2050	2,195,000.00	3.950%	472,172.50	2,667,172.50	-	2,667,172.50	2,800,531.13
02/01/2051	2,285,000.00	3.950%	385,470.00	2,670,470.00	-	2,670,470.00	2,803,993.50
02/01/2052	2,375,000.00	3.950%	295,212.50	2,670,212.50	-	2,670,212.50	2,803,723.13
02/01/2053	2,470,000.00	4.000%	201,400.00	2,671,400.00	-	2,671,400.00	2,804,970.00
02/01/2054	2,565,000.00	4.000%	102,600.00	2,667,600.00	-	2,667,600.00	2,800,980.00
Total	\$47,300,000.00	-	\$30,548,437.36	\$77,848,437.36	(409,572.81)	\$77,438,864.55	\$81,310,807.78
Average Levy:							\$2,803,820.96

APPENDIX C

June 21, 2022

FIVE - YEAR CAPITAL IMPROVEMENT PLAN FOR ISSUANCE OF GENERAL OBLIGATION CIP BONDS:



2022 - 2026



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted a statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without the referendum requirement (except for the so-called “reverse referendum” described below). The CIP Act applies to specific capital improvements for the purposes of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality, as well as libraries and town halls to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “Capital Improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City of Edina (the “City”) will be financed through other means identified within the City’s annual budgeting process and are not governed by this plan.

II. PURPOSE

A Capital Improvement as defined in the CIP Act is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, any of which have a useful life of 5 years or more. For the purposes of the CIP Act, Capital Improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than a city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”), as identified by the CIP Act is a document designed to anticipate Capital Improvement expenditures over at least a five-year period so that they may be acquired, constructed and/or installed in a cost-effective and efficient manner. The CIP must set forth the estimated schedule, timing, and details of specific Capital Improvements by year, together with the estimated cost, need for improvement, and sources of revenue to pay for the improvement.

The City believes the capital improvement process is an important element of responsible fiscal management and engages in adoption of an updated Capital Improvement Program for city-wide capital expenditures

to provide a framework for planning the preservation and expansion of infrastructure, facilities and equipment. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. As potential expenditures are reviewed, the City considers the benefits, costs, alternatives and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. To offset financially difficult times, good planning is essential for the wise use of limited financial resources.

III. PLANNING PROCESS

The City develops a six-year Capital Improvement Plan every two years as part of its budget work plan. The most recent plan adopted by the City Council (the “Council”) was for the years 2021-2026. The City annually reviews its capital expenditures according to their priority, fiscal impact, and available funding, but only updates the plan during odd years if necessary. Within even-numbered years, the City’s focus is on updating a new plan. Division leaders submit project narratives and department heads rank projects based on standardized priorities and functions for specific capital expenditures to be undertaken within the next six years. The City prepares a plan based on the available funding sources and priorities. From this information, a preliminary program is prepared by the City Manager for recommendation to the Council for consideration. The Council’s role is to guide City staff through the process and formally adopt a new Capital Improvement Plan near the end of every even-numbered year. The most recent plan was approved December 1, 2020.

Over the life of the plan, once the funding becomes available the specific capital expenditures can be made as part of individual projects subject to final approval by the Council. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If the plan calls for general obligation bonds to finance certain Capital Improvements (referred to herein as “CIP Bonds”), the Council must follow an additional set of procedures. The City may adopt a CIP specifically for those Capital Improvements and address various factors identified within the CIP Act. This CIP is designed to supplement the City’s established process. The Council must hold a separate public

hearing regarding issuance of the CIP Bonds to obtain public comment on the matter. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice or other public hearing materials may be posted on the City's official web site (<https://www.bettertogetheredina.org/fire-station-2>).

The Council must approve the sale of CIP Bonds by a 2/3rds vote of its membership. However, issuance of CIP Bonds is also subject to reverse referendum: if a petition is signed by voters equal to at least five percent of the votes cast in the City in last general election and is filed with the City Clerk within 30 days after the public hearing regarding the CIP Bonds, the CIP Bonds may not be issued unless approved by a majority of voters voting on the question of issuing the obligations. Further, the maximum debt service in any year on all outstanding CIP Bonds is 0.16% of the estimated market value of property in the city, using the market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and CIP Bonds have been given preliminary authorization, the City works with its municipal advisor to prepare for a bond sale. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, prior qualifying expenditures for the specified Capital Improvements can be reimbursed and new expenditures made.

IV. PROJECT SUMMARY

The expenditures to be undertaken with this CIP for the years 2022 to 2026 are limited to those listed in Appendix A. All other foreseeable capital expenditures within the City government will come through other means as identified within the City's budget work plan process.

CIP Factors

The CIP Act requires the Council to consider eight factors in preparing the CIP and authorizing general obligation bonds:

1. Condition of the City's existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement(s).
3. Estimated cost of the improvement(s).
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvement(s).
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the projects identified above through the issuance of CIP Bonds. The findings are as follows:

Conditions of City Infrastructure and Need for the Project

The City has completed a multi-year review process of all its buildings to create a master replacement schedule to optimize long-term financial resources and meet sustainability goals. The City's facility review identified over \$620,000 in short-term maintenance and replacement costs for Fire Station 2 within its current capital improvement plan. Fire Station 2 is determined to be in moderate need for replacement but also inadequately located for future needs. The City has also determined it would need additional space for this facility in order to accommodate full staffing and training needs.

Demand for the Project

The City's fire department hired Five Bugles Design to conduct a response time and station location study. The 2019 report recommended changes to Fire Station 2 within three to five years' time. The City's current Fire Station 2 is in serviceable condition, but the facility and site will not support the level of services needed within the southeast quadrant of the city due to anticipated development and growth. Relocating the station north and west of the current location will also better center it closer to growing areas of the community. Further, the existing site is too small to provide for the size of station needed to best serve the community.

The Fire Station project would also include administrative space for the Public Health Division. The current fire stations do not have enough space to accommodate the current or future needs of the Public Health Division. Locating the Public Health Division within the proposed Fire Station #2 will create collaborative opportunities to continue to support Public Health initiatives in the City.

Estimated Cost of the Project

The facility project is preliminary estimated to cost \$39,000,000 inclusive of site acquisition, construction, and soft costs. The City anticipates completing site acquisition in 2022, with design and construction contracts anticipated to be awarded in 2023 and 2024. The final bonding amount, not to exceed \$39,000,000, will be subject to City Council approval after contracts are approved for the project.

Availability of Public Resources

The City has identified the project is to be funded primarily by general obligation bond proceeds, and potentially supplemented temporarily by other available capital resources on hand as well as potential funding support from state bonding. Given the size of the project, debt is necessary to provide for the costs and preserve necessary operating resources for the City.

The debt will be issued in accordance with the City's debt management guidelines and debt service payments will be structured to accommodate the City's long-range projections for its future CIP levies. The City intends to repay the debt using a dedicated property tax levy. Projected debt service and annual levy amounts at the not to exceed \$39,000,000 bonding amount are identified in Appendix B.

Level of Overlapping Debt

Taxing District	Taxable Net Tax Capacity	% in City	Total G.O. Debt	City's Share
Hennepin County	2,336,109,435	6.68%	1,065,595,000	71,157,237
I.S.D. 270 (Hopkins)	148,353,842	7.75%	144,830,000	11,227,366
I.S.D. 271 (Bloomington)	166,358,494	0.02%	140,445,000	22,752
I.S.D. 272 (Eden Prairie)	124,250,639	0.99%	92,635,000	913,474
I.S.D. 273 (Edina)	125,283,801	98.87%	183,225,000	181,151,992
I.S.D. 280 (Richfield)	66,297,431	29.21%	132,980,000	38,838,006
I.S.D. 283 (St. Louis Park)	83,118,061	0.02%	118,895,000	23,422
Three Rivers Park District	1,631,381,661	9.56%	46,120,000	4,410,133
Metropolitan Council	5,197,211,231	3.00%	166,860,000	5,008,470
City's Total Share of Overlapping Debt				312,752,853

Relative Costs and Benefits of Alternative Uses of the Funds

The space limitations within the current fire facility, its age and the desire for increased operational efficiencies and strategic relocation drive the need for a new site and facility necessary for the City. The project has been included within in the City's Capital Improvement Program and projections for its long-term financial plans. There are no significant alternative funding sources anticipated for this project.

Operating Costs of the Proposed Improvements

The current fire station facility requires additional space as well as moderate maintenance and repair that are expected to continue into the future. The City estimates significant investments would be necessary to address both current needs and problems. The City anticipates that simply addressing maintenance and replacement costs as they are incurred will not provide adequate longevity, and will require duplicative facility needs due to an inadequate service location.

Moving forward with a new site and full-scale facility will provide the space and functionality necessary to sustain fire operations into the future. Significant repairs to the new structure would not be necessary for several decades. The replacement facility will be a safer and healthier place for staff and will include sustainable elements. The new facility will also provide efficiencies to help make the department more effective

such as on-site training opportunities and adequate room for staffing and operations.

The City estimates that the proposed facility will have an impact on operating costs due to annual utility and facility upkeep costs upon its completion and first use anticipated as early as 2024. These costs would be partially offset by reductions due to closing the existing fire facility.

Options for Shared Facilities with Other Cities or Local Government

The City currently utilizes multiple fire stations to provide necessary service and response to protect a community of over 50,000 people. It is anticipated that the new site of Fire Station 2 will be strategically located to provide the quick response necessary for its surrounding neighborhoods and community as a whole.

V. FINANCING

The total amount of requested expenditures under this CIP is up to \$39,000,000. If these expenditures are to be funded, that amount of money is anticipated to be generated through a combination of capital funds, requested state bond funds, and the sale of one or more series of general obligation capital improvement plan bonds within the identified five-year period. The total anticipated bond sizing is based upon funding the estimated acquisition, construction and soft costs identified for the project, plus estimated issuance costs and contingency. Current estimates of size and repayment of the CIP Bonds under consideration is shown in Appendix B.

In financing the CIP, two significant statutory limitations apply:

1. Under Chapter 475, with few exceptions, cities cannot incur debt in excess of 3% of the assessor's estimated market value (EMV) for the city. The City's Pay 2022 EMV is \$13,796,381,100. As noted in the table below, the City's debt subject to this requirement, including the proposed CIP Bonds, is within the required threshold:

Net Debt Limit	
Assessor's Estimated Market Value	13,796,381,100
Multiply by 3%	0.03
Statutory Debt Limit	413,891,433
Less: Existing Debt Subject to the Limit	(25,995,000)
Less: Proposed CIP Bond Issue(s)	(39,000,000)
Unused Debt Limit	348,896,433

2. A separate limitation under the CIP Act is that the total amount of principal and interest in any single year payable on all CIP Bonds issued by the City cannot exceed 0.16% of its EMV. In the City, that maximum annual debt service amount is \$22,074,210 for the 2021/22 tax year ($\$13,796,381,100 \times .0016$). The highest annual principal and interest payments remaining on the City's existing CIP Bonds are \$1,795,700. The highest annual debt service proposed for this CIP issuance is estimated to be under \$2,945,000. As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act.

CIP Bonds Debt Service Limit	
Assessor's Estimated Market Value	13,796,381,100
Multiply by 0.16%	0.0016
CIP Act Debt Service Limit	22,074,210
Less: Existing Debt Service Subject to the Limit	(1,795,700)
Less: Estimate of Proposed CIP Bond Issue	(2,945,000)
Unused Debt Service Limit	17,333,510

VI. PLAN CONTINUATION

This CIP should be reviewed as needed by the Council using the process outlined in this document. Through annual amendment, the Council reviews proposed expenditures, makes priority decisions, and seeks funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this CIP for future CIP Bond issuance.

APPENDIX A

Plan Estimated Project Costs:

The plan includes capital expenditures of approximately \$39,000,000 for the City's Fire Station 2 project which is to be funded with up to \$39,000,000 in bond proceeds. The following CIP Bond projects are currently identified within the 2022 to 2026 timeframe. Should additional facility projects come forward for consideration within this timeframe, a new plan identifying the sources of funds, including issuance of bonds, will be considered under separate proceedings.

Project Costs			
Year	Project	Amount	
2022	Fire Station 2 New Site	\$	17,000,000
2023	Fire Station 2 Construction	\$	22,000,000
2024	None Anticipated	\$	-
2025	None Anticipated	\$	-
2026	None Anticipated	\$	-
TOTAL		\$	39,000,000

Proposed CIP Bond Issues:

Proposed CIP Bond Issues			
Year		Amount	
2022	\$	17,000,000	
2023	\$	22,000,000	
2024	\$	-	
2025	\$	-	
2026	\$	-	
TOTAL	\$	39,000,000	

APPENDIX B

Estimate of the Proposed 2022 CIP Temporary Bonds to finance site acquisition:

City of Edina, Minnesota

\$16,700,000 General Obligation Temporary Bonds, Series 2022

Assumes Current Market Non-BQ AAA/Aaa Rates + 35bps

Estimated Sources & Uses

Dated 08/25/2022 | Delivered 08/25/2022

Sources Of Funds

Par Amount of Bonds	\$16,700,000.00
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Total Sources	\$16,700,000.00
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Uses Of Funds

Underwriter's Discount Allowance (0.50%)	83,500.00
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Estimated Costs of Issuance	90,000.00
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Deposit to Capitalized Interest Fund (CIF)	622,353.33
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Deposit to Project Site Acquisition Fund	15,900,000.00
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Rounding Amount	4,146.67
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Total Uses	\$16,700,000.00
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Estimated Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net Debt Service
02/01/2023	-	-	-	-	-	-
02/01/2024	-	-	622,353.33	622,353.33	(622,353.33)	-
02/01/2025	16,700,000.00	2.600%	434,200.00	17,134,200.00	-	17,134,200.00
Total	\$16,700,000.00	-	\$1,056,553.33	\$17,756,553.33	(622,353.33)	\$17,134,200.00

Estimate 2024 CIP Bonds to permanently finance the total project:

City of Edina, Minnesota

\$39,000,000 General Obligation Bonds, Series 2024

Assumes Current Market Non-BQ AAA/Aaa Rates plus 150bps

Estimated Sources & Uses

Dated 01/01/2024 | Delivered 01/01/2024

Sources Of Funds

Par Amount of Bonds	\$39,000,000.00
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Total Sources	\$39,000,000.00
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Uses Of Funds

Underwriter's Discount Allowance (0.70%)	273,000.00
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Estimated Costs of Issuance	169,000.00
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Deposit to 2022 Temporary Bonds Redemption	16,700,000.00
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Deposit to Project Construction Fund	21,858,000.00
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Total Uses	\$39,000,000.00
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Estimated Debt Service Schedule and Levy Calculation

Date	Principal	Coupon	Interest	Total P+I	105% Levy Calculation
02/01/2024	-	-	-	-	-
02/01/2025	-	-	2,090,502.92	2,090,502.92	2,195,028.07
02/01/2026	870,000.00	3.650%	1,929,695.00	2,799,695.00	2,939,679.75
02/01/2027	905,000.00	3.750%	1,897,940.00	2,802,940.00	2,943,087.00
02/01/2028	940,000.00	3.950%	1,864,002.50	2,804,002.50	2,944,202.63
02/01/2029	975,000.00	4.000%	1,826,872.50	2,801,872.50	2,941,966.13
02/01/2030	1,015,000.00	4.200%	1,787,872.50	2,802,872.50	2,943,016.13
02/01/2031	1,055,000.00	4.350%	1,745,242.50	2,800,242.50	2,940,254.63
02/01/2032	1,105,000.00	4.400%	1,699,350.00	2,804,350.00	2,944,567.50
02/01/2033	1,150,000.00	4.550%	1,650,730.00	2,800,730.00	2,940,766.50
02/01/2034	1,205,000.00	4.600%	1,598,405.00	2,803,405.00	2,943,575.25
02/01/2035	1,260,000.00	4.700%	1,542,975.00	2,802,975.00	2,943,123.75
02/01/2036	1,320,000.00	4.750%	1,483,755.00	2,803,755.00	2,943,942.75
02/01/2037	1,380,000.00	4.800%	1,421,055.00	2,801,055.00	2,941,107.75
02/01/2038	1,450,000.00	4.850%	1,354,815.00	2,804,815.00	2,945,055.75
02/01/2039	1,520,000.00	4.950%	1,284,490.00	2,804,490.00	2,944,714.50
02/01/2040	1,595,000.00	5.000%	1,209,250.00	2,804,250.00	2,944,462.50
02/01/2041	1,675,000.00	5.050%	1,129,500.00	2,804,500.00	2,944,725.00
02/01/2042	1,755,000.00	5.100%	1,044,912.50	2,799,912.50	2,939,908.13
02/01/2043	1,845,000.00	5.200%	955,407.50	2,800,407.50	2,940,427.88
02/01/2044	1,945,000.00	5.250%	859,467.50	2,804,467.50	2,944,690.88
02/01/2045	2,045,000.00	5.300%	757,355.00	2,802,355.00	2,942,472.75
02/01/2046	2,155,000.00	5.350%	648,970.00	2,803,970.00	2,944,168.50
02/01/2047	2,270,000.00	5.400%	533,677.50	2,803,677.50	2,943,861.38
02/01/2048	2,390,000.00	5.400%	411,097.50	2,801,097.50	2,941,152.38
02/01/2049	2,520,000.00	5.450%	282,037.50	2,802,037.50	2,942,139.38
02/01/2050	2,655,000.00	5.450%	144,697.50	2,799,697.50	2,939,682.38
Total	\$39,000,000.00	-	\$33,154,075.42	\$72,154,075.42	\$75,761,779.19
25-year Average Levy:					2,942,670.05



The CITY of
EDINA

General Obligation CIP Bonds

March 6, 2024 Public Hearing



General Obligation Bonds



The CITY of
EDINA

- **Bonding Authority: Minnesota Statutes, Chapter 475**
Allows MN Cities to apply General Obligation pledge toward financing certain capital projects
 - “General Obligation” means full faith and credit of the city
 - Pledge of available revenues and taxing authority to repayment
 - Helps secure lowest cost financing (“AAA/Aaa” credit rating) and obtain flexible terms

Bonding authority is subject to approval at a referendum unless the issuance qualifies for a statutory exception...

CIP Bonds



The CITY of
EDINA

- **Exception: General Obligation CIP Bonds (M.S. 475.521)**
Subject to public hearing process, City Council can seek authorization for bonds to fund certain facility projects:
 - City Hall, Police Station, Fire Station, Public Works and/or Library

Council bonding authorization is subject to 30-day “Reverse Referendum”

- Valid petition can make bonding authority subject to referendum
- Signed by current voters equal to at least 5% of turnout in last municipal general election

CIP Bonds – 2022 Authorization



The CITY of
EDINA

- Fire Station #2 Project

2019 design study identified need for new Fire Station #2

- 4401 76th Street West site selected

2022 Public Hearing for General Obligation CIP Bonds

- \$39 million authorized for project

Bonds and Timing

- 2022 – Project Site Acquisition (\$17 million issued: 2022B Temp Bonds)
- 2023/2024 – Project Design and Initiate Construction

CIP Bonds – 2024 Amendment



The CITY of
EDINA

- Fire Station #2 Project

2023 design and construction bids indicate increased costs

- \$47.3 million budget approved by Council in February, 2024

Public Hearing:

- Amend CIP to authorize additional G.O. CIP Bonds in amount not to exceed \$8,300,000

CIP Bonds – Financial Impacts



The CITY of
EDINA

- 2024/2025 Permanent CIP Bonds
Up to \$47.3 million:
 - \$17 million to redeem 2022B Temporary Bonds used for acquisition
 - \$18 million to provide for 2024 facility construction costs
 - \$12.3 million for remaining 2025 facility construction costs

CIP Bonds – Financial Impacts



The CITY of
EDINA

- 2024/2025 \$47.3 million Permanent CIP Bonds

City of Edina's existing facility debt and potential CIP debt

Purpose	2022	2023	2024	2025	2026	2027	2028
Gymnasiums:	392,000	392,000	392,000	398,000	-	-	-
Fire Station #1:	403,000	403,000	403,000	406,000	406,000	406,000	-
Public Works:	1,269,000	1,269,000	1,508,000	1,512,000	1,512,000	1,512,000	1,512,000
Braemar Field:	1,168,000	1,166,000	1,168,700	1,165,100	1,165,100	1,165,100	1,165,100
Subtotal:	3,232,000	3,230,000	3,471,700	3,481,100	3,083,100	3,083,100	2,677,100
New CIP Bonds (Average):	-	-	-	2,803,821	2,803,821	2,803,821	2,803,821
New Total:	3,232,000	3,230,000	3,471,700	6,284,921	5,886,921	5,886,921	5,480,921

New \$2.8 million levy represents 5.15% overall levy increase from 2024

**Actual New CIP Bonds levy structure subject to future council discussion and approvals*

CIP Bonds – Financial Impacts



The CITY of
EDINA

- Credit Rating Implications

- “AAA/Aaa” Ratings from Standard & Poor’s and Moody’s

- Evaluates strength of City economy, tax base, financial health and liabilities
 - Ratings were upgraded to current levels in 2000 and 2003

Debt plans for fire facility and sales tax referendum disclosed as part of latest evaluation in June, 2023

- No impact to the City’s overall rating
 - S&P revises debt score to “Adequate”; Moody’s – no material change

Consideration



The CITY of
EDINA

- “Resolution Adopting Capital Improvement Plan and Authorizing the Issuance and Sale of Bonds Therefor”
 - 1) Requests authorization for issuance of up to \$8.3 million in additional General Obligation CIP Bonds for Fire Station #2 project
 - 2) Starts 30-day Reverse Referendum (expires April 5th)

Subsequent Council Actions:

- Anticipate request for approval to issue bonds in May / June alongside other street/utility project bonding needs



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: IX.A.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Scott H. Neal, City Manager

Item Activity:
Action

Subject: Approve Proposed 2024-2026 Employment
Agreement with City Manager

ACTION REQUESTED:

Approve Proposed 2024-2026 Employment Agreement with City Manager Scott H. Neal.

INTRODUCTION:

The City Council conducted my 2023 performance review January 16, 2024. As a result of the review, the Council asked Mayor Hovland and Council Member Pierce to meet with me and discuss my requests for a new employment agreement. I met with Mayor Hovland and Council Member Pierce several times during the month of February. The result of those meetings is the proposed 2024-2026 employment agreement that I am asking the Council to approve at your March 6, 2024 meeting.

Please see attached materials.

ATTACHMENTS:

Staff Report City Manager Employment Agreement 2024-2026

City Manager Employment Agreement 2024-2026 redlined

City Manager Employment Agreement 2024-2026

City of Edina Full-Time Employee Pay Plan



Date: March 6, 2024

To: Mayor and City Council

From: Scott H. Neal, City Manager

Subject: Proposed 2024-2026 Employment Agreement

Information / Background:

The City Council conducted my 2023 performance review January 16, 2024. As a result of the review, the Council asked Mayor Hovland and Council Member Pierce to meet with me and discuss my requests for a new employment agreement. I met with Mayor Hovland and Council Member Pierce several times during the month of February. The result of those meetings is the proposed 2024-2026 employment agreement that I am asking the Council to approve at your March 6, 2024, meeting.

The format of the proposed 2024-2026 employment agreement is based on previous employment agreements. The material changes between the current 2022-2024 employment agreement and the proposed 2024-2026 employment agreement are as follows:

- Insertion of the new corporate name of a supplementary pension plan that many City employees participate in. The new name is MissionSquare Retirement.
- Removes references throughout the agreement to the Minnesota Salary Cap Law, which was repealed by the State Legislature in 2023.
- Changes my reimbursement for business use of my personal automobile from a mileage reimbursement to a monthly car allowance.
- Changes my reimbursement for business use of my personal mobile phone to a monthly technology allowance.
- Made a number of non-material language changes to improve the flow of the document itself.

The most significant material change in the document is the annual salary computation. I have previously shared with the Council the results of a November 7, 2023, City Manager Compensation Study prepared by GovHR that quantified the compensation environment for City Manager in communities comparable to

Edina in the following American metro areas: Twin Cities, Detroit, Chicago, St. Louis, Kansas City and Denver. The results of this data was a third quartile annual salary of \$254,000. The City's compensation strategy is to pay a starting wage somewhere around the middle to bottom of the third quartile. The middle of the third quartile in this data set is \$231,000. The median is \$208,000.

I understand the concerns of Council Members that moving my annual salary from its current level of \$213,136 to \$254,000 is a big upward move and there could be concerns created by that level of increase. I also understand there is interest among Council Members in approaching my annual and future salaries using the same or similar approach as the City uses to make compensation decisions for other executive level employees. I also think it's important to take a look at employee pay compression at the director level. My proposed solution to these concerns is to expand the City of Edina Full-Time Employee Pay Plan, which I can do without Council involvement, and include me on that plan, which requires Council approval.

Included in the packet materials tonight is an attachment called the City of Edina Full-Time Employee Pay Plan 2024. The City's Pay Plan describes how City employees are compensated. The Pay Plan has Grades 1-32. Grades 14-32 are included with this proposal. The Pay Plan is based on math, methodology and hierarchy. Starting at Grade 14, pay increases by 5.5% with every higher grade. For example, Grade 15, Step A is 5.5% greater than Grade 14, Step A. Steps are lateral moves. There are seven steps in each grade, starting with A and ending with Max. The math of the step progression is not uniform within the grade. Within each grade, a move from Step A to Step B is a 5.0% increase in pay. The move from Step B to Step C is an increase of 4.75%. Moving from Step C to Step D is a 4.5% increase. Moving from Step D to Step E is a 4.3% increase. Moving from Step E to Target is an increase of 4.1%. Moving from Target to Max, which is not common in our pay plan, is a 5.0% pay increase.

Normally, we start new employees at Grade A and move them through the steps on an annual basis, subject to satisfactory performance reviews. I am proposing the Council apply these same practices to their management of my annual salary. If the Council wishes to treat me the same way other executive-level employees are treated, from a compensation methodology perspective, this is the way to accomplish that goal.

I am proposing a starting Grade/Step assignment of Grade 30, Step A: \$220,084. This step amount is close to the amount of my current annual salary [\$213,136] and would increase my annual pay by a percentage close to what City used for its 2024 annual COLA of 3.0%. The actual salary increase proposal is +3.25%, which would place me on the Grade 30, Step A amount. Once my position is established as Grade 30, Step A on the Pay Plan, changes in my annual compensation will be managed in the same manner and methodology as all other City employees who are included in the Employee Pay Plan. I would move along the steps of Grade 30 based on annual performance reviews until I reach the Target step. That is where my compensation increases would come to an end, with the exception of any COLA authorized by the City Council during the biennial budget process.

The negotiating committee (Mayor Hovland and Council Member Pierce) recommend approval of the proposed 2024-2026 Employment Agreement. I would appreciate the Council's consideration and support

of this proposal. I will be happy to answer questions about this proposal both before and during the March 6 City Council meeting.

EMPLOYMENT AGREEMENT

REDLINE

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective this 2nd day of March, ~~2021~~, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("Employer" or "City") and **SCOTT H. NEAL** ("Employee"). The Employer and Employee are collectively referred to herein as "the Parties".

The ~~p~~Parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Manager and as the Executive Director of its Housing and Redevelopment Authority. Employee agrees to serve in these positions in accordance with state statutes and City ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign to him.
2. **TERM AND TERMINATION.** The term of this Agreement shall be for three (3) consecutive years commencing on ~~the effective date of this Agreement, which shall be January 1, 2021~~ January 1, 2024 ("Effective Date").
 - (a) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time during the term of this Agreement by giving notice and otherwise complying with the conditions set forth in this Agreement; and

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, at the sole discretion of the Employer, in accordance with the terms of this Agreement.

3. **PENSION PLAN.** Employer shall contribute to the MN-PERA system on behalf of the Employee as required by State law. As further permitted by state law, the Employee may make his own salary contributions to his established 457 tax shelter program previously established with the International City/County Management Association Retirement Corporation (ICMA-RC), also known as MissionSquare Retirement.

Employer agrees to continue to serve as an Employer Plan Sponsor for the ICMA-RC/MissionSquare Retirement plan during Employee's term of employment. No monetary contribution shall be required by Employer to Employee's ICMA-RC account under the terms of this Agreement.

4. **PERFORMANCE EVALUATION.** Employer and Employee agrees ~~that to conduct~~ an annual performance review of Employee shall be conducted by Employer during the first fiscal quarter of each calendar year. The review shall be in accordance with specific criteria developed jointly by the Employer and the Employee. Such criteria may be added to or deleted as the Employer may from time to time in consultation with the Employee. The Employer shall provide the Employee with a written performance review and provide adequate opportunity for the Employee to discuss the review with the Employer, in closed session, as allowed by Minnesota State Statutes. The failure of the Employer to conduct the annual review during the first fiscal quarter of the calendar year shall not affect the ~~p~~Parties'

respective rights to terminate this Agreement or any other rights under the Agreement; nor shall it prevent the Employee from receiving the annual salary increase as provided in section 5 of this Agreement beginning as of the Effective Date and on each annual renewal date thereafter.

5. **SALARY.** The annual salary of the Employee as City Manager shall be determined by mutual agreement of the Employer and the Employee, and subject only to the terms of this Agreement. ~~and the Minnesota local government employee salary cap (Minn. Stat. 43A.17).~~ Subject to receiving satisfactory performance reviews by the Employer, the Employer and Employee mutually agree to the following:

Commencing the Effective Date hereof and through November 8, 2024, (“Employee Anniversary Date”) Employee’s annual salary will be ~~\$186,345~~ \$220,084, which represents Grade 30, Step A of the City of Edina Full-Time Employee Compensation Plan (“Pay Plan”). On each Employee Anniversary Date thereafter, and based upon a satisfactory annual performance review by the City Council, during the term of this agreement Employee's annual salary shall be adjusted to the next subsequent step on the Pay Plan without additional action by the City Council. ~~equal the Minnesota local government employee salary cap in effect on that renewal date, as modified by the City’s salary cap waiver, and subject to a satisfactory performance review by the Employer.~~

- (a) ~~Further provided that if there is a material change in the state statute regarding the salary cap during the term of this Agreement, the Parties agree to enter into good faith negotiations regarding potential adjustment to the annual salary of the City Manager.~~

6. **PAID LEAVE.** Employee shall earn paid sick leave at the rate of 3.69 hours per payroll period and paid vacation leave at the rate of 6.95 hours per payroll period. The Employee shall accrue no more than 600 hours of paid sick leave and no more than 400 hours of paid vacation leave during the term of employment. One hundred percent (100%) of Employee's accrued paid vacation time and fifty percent (50%) of Employee's accrued paid sick leaves are compensable at severance, subject to the terms of section 15 of this Agreement.

~~If Employee has reached the salary limit requirements of M.S. 43A.17, Sub. 9, Employee shall receive equivalent hours above the limit in supplemental paid time off leave (SPTO). Employee has received supplemental paid time off ("SPTO") in past Agreements in lieu of annual salary. The amount of SPTO is determined by the City Council. SPTO shall be credited to Employee as a lump sum and may be used as earned, maintained in a paid leave (SPTO) bank or cashed out upon separation of employment.~~

~~Employee shall have the option to reduce hours of paid leave by converting it to cash compensation, or by transferring hours of leave into the Employee's SPTO account, no more than once twice each year at the Employee's then hourly rate of pay in increments of no less than hour 40 hours and no more than 120 hours.~~

Beginning on the Effective Date, Employee shall also be entitled to paid holiday leave, bereavement leave, floating holiday leave (collectively "Paid Leave"), leave without pay ~~(collectively "Paid Leave")~~ on the same basis as the City's Department Director employees are receiving Paid Leave effective January 1, 2021. Any future changes to the City's Paid Leave policies shall not change the level of Paid Leave benefit for the

Employee during the term of this Agreement, unless otherwise agreed to, in writing, by the Parties.

Employee has received supplemental paid time off ("SPTO") in past Agreements in lieu of annual salary. SPTO previously received and accrued prior to the Effective Date of this Agreement may be treated as earned, maintained in a paid leave (SPTO) bank or cashed out upon separation of employment. Employee shall not receive SPTO under the terms of this Agreement.

Employee shall have the option to reduce hours of paid leave by converting it to cash compensation, or by transferring hours of leave into the Employee's SPTO account, no more than twice each year, at the Employee's then hourly rate of pay, in increments of no less than forty (40) hours and no more than one hundred twenty (120) hours in a single year.

7. **BENEFITS.** In lieu of the City contribution to the ~~e~~E employee cafeteria plan, Employee may elect and Employer shall pay 100% of the cost to provide hospital, medical and dental insurance to Employee and his dependents under any qualified plan selected by Employee, which qualified plan is also offered to other employees by the City. Employee will receive employer-paid life insurance and long-term disability as is provided to all other full-time City employees. If Employee wishes to receive benefits offered by the City other than those described herein, Employee shall pay 100% of such cost to the City.

8. **DUES AND SUBSCRIPTIONS.** Employer shall budget for and pay the professional dues and, subscriptions, ~~and travel and subsistence~~ expenses for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state

and local associations necessary and desirable including: International City/County Management Association, Minnesota City/County Management Association, National League of Cities and the League of Minnesota Cities. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the Employer.

9. **PROFESSIONAL DEVELOPMENT.** Employer agrees to provide the Employee the opportunity, at Employee's discretion, to attend the International City/County Management Association's Senior Executive Leadership Institute (ICMA-SEI) at the University of Virginia's Darden School of Business in Charlottesville, Virginia. ~~Employer agrees to budget and pay for all expenses related to Employee's attendance at the ICMA-SEI, including tuition, books, materials, travel and lodging.~~ Or, in the alternative, Employee may pursue, at the Employer's cost, other equivalent professional development opportunities if the subject matter is directly related to developing or improving the Employee's professional competencies as a City Manager or local government leader. Such alternative professional development opportunities shall be at an equivalent cost to the ICMA-SEI. Employer agrees to budget and pay for all expenses related to Employee's attendance at the ICMA-SEI or other professional development opportunities, including tuition, books, materials, travel and lodging.

10. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized, at the Employer's expense, to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer, including, but not limited to, the Edina Chamber of Commerce and the Edina Noon Rotary Club.

11. **AUTOMOBILE.** ~~Employee shall be reimbursed for the use of his personal automobile on City business on a per mile basis in accordance with then existing IRS regulations.~~

Employee shall be reimbursed for the use of his personal automobile for City **related** business by a monthly automobile allowance of \$400, payable through the standard employee payroll system, for all **such** travel ~~within the state of Minnesota.~~ **For travel outside the state of Minnesota, Employee may seek reimbursement of personal automobile costs at the IRS maximum reimbursement amount.**

12. **WORK TOOLS.** Employer agrees to provide Employee with contemporary technology devices such as a ~~mobile telephone~~, computer and other devices, and to pay the monthly or annual service charges, which are, in the judgment of the Employee, necessary to accomplish the work of the Employee. Employer agrees to pay Employee \$100, payable through the standard employee payroll system, as a technology allowance for use of the Employee's personal mobile phone for business purposes. ~~Employer acknowledges the Employee may make regular personal use of the devices.~~ Employee recognizes that **any technology** devices and tools provided to the Employee by the Employer under this section of the ~~a~~**A**greement are and remain **the** property of the Employer. Employee agrees to return said property to the Employer no later than the Employee's final date of employment.

13. **GENERAL EXPENSES.** Employer shall reimburse Employee for reasonable miscellaneous job-related expenses, including employee recognition expenses, which Employee will incur from time to time, when provided the appropriate Employer required **written** documentation **of such job-related expenses.**

14. **HOURS OF WORK.** ~~It~~ **Subject only to illness, injury and scheduled annual vacations, it** is mutually understood the Employee is a FLSA-exempt employee without set hours of work, but is

expected to be available at all times and to engage in those hours of work, ~~subject only to illness, injury and scheduled annual vacations,~~ that are necessary to fulfill the obligations of the City Manager's position. It is understood that the position of City Manager requires attendance at evening meetings and- occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

Employee may engage in teaching, consulting, speaking or perform other non-City connected activities for which he is compensated, without consent of the Employer provided the activities do not diminish the Employee's ability to perform the essential duties of the City Manager position, as described in sections 1 and 14 herein, and provided the activities do not conflict with the interests of the Employer. Employee agrees to provide prior written notice to Employer of activities conducted under this section of the Agreement.

15. **TERMINATION.** In the event that Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of City Manager, then in that event, Employer agrees to pay Employee at the time of receipt of his last pay check a lump sum cash payment equal to six (6) months aggregate salary, plus all accrued hours of all forms of paid leave, including, vacation, SPTO, sick and holiday leave times, and to continue to provide and pay for the benefits set forth in paragraph 79 for a period of six (6) months following termination (collectively the "Termination Benefits"). However, in the event Employee is terminated because of his malfeasance in office, gross or intentional

misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the ~~t~~Termination ~~b~~Benefits.

If Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than any across-the-board reduction for all non-union City employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefitting Employee, or Employee resigns following a formal suggestion by Employer that he resign, then Employee may, at his option, be deemed to be terminated on the effective date of Employee's resignation and the Employee shall also be entitled to receive the ~~t~~Termination ~~b~~Benefits set forth above.

If Employee voluntarily resigns his position with Employer, Employee agrees to give the Employer thirty (30) days advance written notice. If Employee voluntarily resigns his position with Employer, there shall be no termination benefits, with the exception of compensable paid leave benefits, as provided in paragraph 6 hereof, due to Employee.

16. **INDEMNIFICATION.** The Employer shall defend and indemnify the Employee against and for all losses sustained by the Employee in direct consequences of the discharge of the Employee's duties on the behalf of the Employer. In the event the Employee serves on boards of directors of City-related legal entities, the Employer shall extend the same indemnification benefits and protections to Employee for the City-related entity as is provided for the Employee for actions taken on behalf of the Employer. Employer may compromise and settle, without the consent of Employee, any such claim or suit and pay the amount of the settlement or judgment rendered thereon. This covenant shall survive the termination of this Agreement, but shall not obligate the Employer to pay punitive or

exemplary damages which may be awarded but Employer may, in its sole discretion, elect to do so to the extent authorized by law.

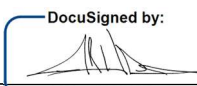
17. **OTHER CONDITIONS OF EMPLOYMENT.** Subject to any amendments, the City's ordinances, City Employee policies and state statutes are all incorporated herein except to the extent that they conflict with this Employment Agreement. In the event of such a conflict, the language of this Employment Agreement shall be controlling.

18. **EXTENSION AND RENEWAL.** If both parties mutually agree, and provide mutual written notice to the other, this Agreement may be extended, with no material changes, for additional two-year periods, beginning in January 1, 2024 2026, without additional action by the Employer.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:


CITY OF EDINA

BY:  _____
Mayor 19709467ED9E4C2...

DATE: March 2, 2021

EMPLOYEE:

SCOTT H. NEAL

BY:  _____
City Manager 659BD7941C264A5...

DATE: March 2, 2021

AND

SHARON ALLISON

BY:  _____
200A28A8AB0F466...

City Clerk

DATE: ~~March 2, 2021~~

ATTACHMENT A

January 1, 2024

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective this _____ day of _____, 2024, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("Employer" or "City") and **SCOTT H. NEAL** ("Employee"). The Employer and Employee are collectively referred to herein as "the Parties".

The Parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Manager and as the Executive Director of its Housing and Redevelopment Authority. Employee agrees to serve in these positions in accordance with state statutes and City ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign to him.
2. **TERM AND TERMINATION.** The term of this Agreement shall be for three (3) consecutive years commencing on January 1, 2024 ("Effective Date").
 - (a) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time during the term of this Agreement by giving notice and otherwise complying with the conditions set forth in this Agreement; and

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, at the sole discretion of the Employer, in accordance with the terms of this Agreement.

3. **PENSION PLAN.** Employer shall contribute to the MN-PERA system on behalf of the Employee as required by State law. As further permitted by state law, the Employee may make his own salary contributions to his established 457 tax shelter program previously established with the International City/County Management Association Retirement Corporation (ICMA-RC), also known as MissionSquare Retirement.

Employer agrees to continue to serve as an Employer Plan Sponsor for the ICMA-RC/MissionSquare Retirement plan during Employee's term of employment. No monetary contribution shall be required by Employer to Employee's ICMA-RC account under the terms of this Agreement.

4. **PERFORMANCE EVALUATION.** Employer and Employee agree that an annual performance review of Employee shall be conducted by Employer during the first fiscal quarter of each calendar year. The review shall be in accordance with specific criteria developed jointly by the Employer and the Employee. Such criteria may be added to or deleted as the Employer may from time to time in consultation with the Employee. The Employer shall provide the Employee with a written performance review and provide adequate opportunity for the Employee to discuss the review with the Employer, in closed session, as allowed by Minnesota State Statutes. The failure of the Employer to conduct the annual review during the first fiscal quarter of the calendar year shall not affect the Parties'

respective rights to terminate this Agreement or any other rights under the Agreement; nor shall it prevent the Employee from receiving the annual salary increase as provided in section 5 of this Agreement beginning as of the Effective Date and on each annual renewal date thereafter.

5. **SALARY.** The annual salary of the Employee as City Manager shall be determined by mutual agreement of the Employer and the Employee, and subject only to the terms of this Agreement. Subject to receiving satisfactory performance reviews by the Employer, the Employer and Employee mutually agree to the following:

Commencing the Effective Date hereof and through November 8, 2024, (“Employee Anniversary Date”) Employee’s annual salary will be \$220,084, which represents Grade 30, Step A of the City of Edina Full-Time Employee Compensation Plan (“Pay Plan”). On each Employee Anniversary Date thereafter, and based upon a satisfactory annual performance review by the City Council, Employee's annual salary shall be adjusted to the next subsequent step on the Pay Plan without additional action by the City Council.

6. **PAID LEAVE.** Employee shall earn paid sick leave at the rate of 3.69 hours per payroll period and paid vacation leave at the rate of 6.95 hours per payroll period. The Employee shall accrue no more than 600 hours of paid sick leave and no more than 400 hours of paid vacation leave during the term of employment. One hundred percent (100%) of Employee's accrued paid vacation time and fifty percent (50%) of Employee's accrued paid sick leave are compensable at severance, subject to the terms of section 15 of this Agreement.

Beginning on the Effective Date, Employee shall also be entitled to paid holiday leave, bereavement leave, floating holiday leave (collectively “Paid Leave”), leave without pay on the same basis as the City's Department Director employees are receiving Paid

Leave effective January 1, 2021. Any future changes to the City's Paid Leave policies shall not change the level of Paid Leave benefit for the Employee during the term of this Agreement, unless otherwise agreed to, in writing, by the Parties.

Employee has received supplemental paid time off ("SPTO") in past Agreements in lieu of annual salary. SPTO previously received and accrued prior to the Effective Date of this Agreement may be treated as earned, maintained in a paid leave (SPTO) bank or cashed out upon separation of employment. Employee shall not receive SPTO under the terms of this Agreement.

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8. **DUES AND SUBSCRIPTIONS.** Employer shall budget for and pay the professional dues and subscription expenses for Employee which are deemed reasonable and necessary for

Employee's continued participation in national, regional, state and local associations necessary and desirable including: International City/County Management Association, Minnesota City/County Management Association, National League of Cities and the League of Minnesota Cities. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the Employer.

9. **PROFESSIONAL DEVELOPMENT.** Employer agrees to provide the Employee the opportunity, at Employee's discretion, to attend the International City/County Management Association's Senior Executive Leadership Institute (ICMA-SEI) at the University of Virginia's Darden School of Business in Charlottesville, Virginia. Or, in the alternative, Employee may pursue, at the Employer's cost, other equivalent professional development opportunities if the subject matter is directly related to developing or improving the Employee's professional competencies as a City Manager or local government leader. Such alternative professional development opportunities shall be at an equivalent cost to the ICMA-SEI. Employer agrees to budget and pay for all expenses related to Employee's attendance at the ICMA-SEI or other professional development opportunities, including tuition, books, materials, travel and lodging.

10. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized, at the Employer's expense, to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer, including, but not limited to, the Edina Chamber of Commerce and the Edina Noon Rotary Club.

11. **AUTOMOBILE.** Employee shall be reimbursed for the use of his personal automobile for City related business by a monthly automobile allowance of \$400, payable through the standard employee payroll system, for all such travel.

12. **WORK TOOLS.** Employer agrees to provide Employee with contemporary technology devices such as a computer and other devices, and to pay the monthly or annual service charges, which are, in the judgment of the Employee, necessary to accomplish the work of the Employee. Employer agrees to pay Employee \$100, payable through the standard employee payroll system, as a technology allowance for use of the Employee's personal mobile phone for business purposes. Employee recognizes that any technology devices and tools provided to the Employee by the Employer under this section of the Agreement are and remain the property of the Employer. Employee agrees to return said property to the Employer no later than the Employee's final date of employment.

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14. **HOURS OF WORK.** Subject only to illness, injury and scheduled annual vacations, it is mutually understood the Employee is a FLSA-exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work, that are necessary to fulfill the obligations of the City Manager's position. It is understood that the position of City Manager requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may

absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

Employee may engage in teaching, consulting, speaking or perform other non-City connected activities for which he is compensated, without consent of the Employer provided the activities do not diminish the Employee's ability to perform the essential duties of the City Manager position, as described in sections 1 and 14 herein, and provided the activities do not conflict with the interests of the Employer. Employee agrees to provide prior written notice to Employer of activities conducted under this section of the Agreement.

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If Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than any across-the-board reduction for all non-union City employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefitting Employee, or Employee resigns

following a formal suggestion by Employer that he resign, then Employee may, at his option, be deemed to be terminated on the effective date of Employee's resignation and the Employee shall also be entitled to receive the Termination Benefits set forth above.

If Employee voluntarily resigns his position with Employer, Employee agrees to give the Employer thirty (30) days advance written notice. If Employee voluntarily resigns his position with Employer, there shall be no termination benefits, with the exception of compensable paid leave benefits, as provided in paragraph 6 hereof, due to Employee.

16. INDEMNIFICATION. The Employer shall defend and indemnify the Employee against and for all losses sustained by the Employee in direct consequences of the discharge of the Employee's duties on the behalf of the Employer. In the event the Employee serves on boards of directors of City-related legal entities, the Employer shall extend the same indemnification benefits and protections to Employee for the City-related entity as is provided for the Employee for actions taken on behalf of the Employer. Employer may compromise and settle, without the consent of Employee, any such claim or suit and pay the amount of the settlement or judgment rendered thereon. This covenant shall survive the termination of this Agreement, but shall not obligate the Employer to pay punitive or exemplary damages which may be awarded but Employer may, in its sole discretion, elect to do so to the extent authorized by law.

17. OTHER CONDITIONS OF EMPLOYMENT. Subject to any amendments, the City's ordinances, City Employee policies and state statutes are all incorporated herein except to the extent that they conflict with this Employment Agreement. In the event of such a conflict, the language of this Employment Agreement shall be controlling.

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IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:

EMPLOYEE:

CITY OF EDINA

SCOTT H. NEAL

BY: _____
Mayor

BY: _____
City Manager

DATE: _____

DATE: _____

AND

SHARON ALLISON

BY: _____
City Clerk

DATE: _____

City of Edina Full-Time Employee Pay Plan

2024

Grade	A	B	C	D	E	Target	Max
14	\$93,444	\$98,116	\$102,787	\$107,459	\$112,132	\$116,804	\$122,644
15	\$98,583	\$103,513	\$108,440	\$113,369	\$118,299	\$123,228	\$129,389
16	\$104,006	\$109,206	\$114,404	\$119,604	\$124,806	\$130,005	\$136,506
17	\$109,726	\$115,212	\$120,696	\$126,183	\$131,670	\$137,156	\$144,013
18	\$115,761	\$121,549	\$127,334	\$133,123	\$138,912	\$144,699	\$151,934
19	\$122,128	\$128,234	\$134,338	\$140,444	\$146,552	\$152,658	\$160,291
20	\$128,845	\$135,287	\$141,726	\$148,169	\$154,613	\$161,054	\$169,107
21	\$135,931	\$142,728	\$149,521	\$156,318	\$163,116	\$169,912	\$178,407
22	\$143,407	\$150,578	\$157,745	\$164,916	\$172,088	\$179,257	\$188,220
23	\$151,295	\$158,859	\$166,421	\$173,986	\$181,553	\$189,116	\$198,572
24	\$159,616	\$167,597	\$175,574	\$183,555	\$191,538	\$199,517	\$209,493
25	\$168,395	\$176,814	\$185,231	\$193,651	\$202,073	\$210,491	\$221,015
26	\$177,656	\$186,539	\$195,419	\$204,301	\$213,187	\$222,068	\$233,171
27	\$187,428	\$196,799	\$206,167	\$215,538	\$224,912	\$234,282	\$245,996
28	\$197,736	\$207,623	\$217,506	\$227,393	\$237,282	\$247,167	\$259,525
29	\$208,612	\$219,042	\$229,469	\$239,899	\$250,332	\$260,761	\$273,799
30	\$220,085	\$231,089	\$242,089	\$253,094	\$264,101	\$275,103	\$288,858
31	\$232,190	\$243,799	\$255,404	\$267,014	\$278,626	\$290,234	\$304,746
32	\$244,960	\$257,208	\$269,451	\$281,700	\$293,951	\$306,197	\$321,507



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: X.A.

To: Mayor and City Council

Item Type:

Minutes

From: Laura Fulton, Recreation Supervisor

Item Activity:

Subject: Minutes: Arts and Culture Commission, Dec. 14, 2023

Information

ACTION REQUESTED:

None, information only.

INTRODUCTION:

Receive December 14, 2023, Arts and Culture Commission Minutes.

ATTACHMENTS:

Approved Minutes: Arts and Culture Commission, Dec. 14, 2023



Minutes
City Of Edina, Minnesota
Arts and Culture Commission
City Hall Community Room
Thursday, December 14, 2023

I. Call To Order

Chair Westlund called the meeting to order at 4:35 p.m.

II. Roll Call

Answering roll call were Commissioners Amlaw, Curtin, Faeth, Fram, Scully, Zbaren; and Chair Westlund.

Staff Present: Parks and Recreation Director, Perry Vetter, Parks and Recreation Assistant Director, Tracy Petersen, Economic Development Manager, Bill Neuendorf and Recreation Supervisor, Laura Fulton.

Commissioner Stemmler entered the meeting at 4:40 p.m.

III. Approval Of Meeting Agenda

Motion made by Fram to approve the December 14, 2023 meeting agenda, seconded by Faeth. Motion carried.

IV. Approval Of Meeting Minutes

Motion made by Amlaw to approve the October 26, 2023 meeting minutes, seconded by Stemmler. Motion carried.

V. Special Recognition and Presentations

A. Murals and Wayfinding at 50th and France

- Economic Development Manager, Bill Neuendorf presented an opportunity for members of the Arts and Culture Commission to participate in selection of mural artwork for six sites at 50th and France.
- Commission members discussed the opportunity and expressed interest in assisting in soliciting art options and working with Neuendorf on the project.
- ACC members working on the 2024 Workplan Initiative 1.1.3: Review Public Art Opportunities for New City Facilities and Locations will work with Neuendorf on this project.

VI. Reports/Recommendations

A. Update on Art Center Colocation with Hennepin County Library Southdale

- Assistant Director Tracy Petersen updated the Arts and Culture Commissioners on the progress of new art center project planned for the Southdale Library location.
- HGA will represent the City of Edina as the architect consultant for the City on the project. MSR is the architect firm working on the Southdale site for Hennepin County. Webb Management has been brought on as a consultant to assist with business plan development for the art center.

- The Commission discussed the project and expressed interest in assisting as the project gains momentum. The Initiative group for 2024 Workplan Initiative I.I.I.: Art Center will work as the ACC contacts as the project moves forward.

B. 2023 ACC Workplan Updates

- Initiative I.I.I: Grandview Public Art
 - i. Vetter updated the commission on the progress of the Grandview site. This initiative will be rolled in to Initiative I.I.3: Review Public Art Opportunities for New City Facilities and Locations in 2024.
- Initiative I.I.2: Street Art Policy and Practices
 - i. Commissioner Stemmler reported that the report has been submitted to City Council as an advisory report and was well received. Going forward, the report may be used to create synergy with future street art opportunities.
- Initiative I.I.5: Utility Boxes
 - i. Staff member Fulton reported that two of the five Utility Box wraps are complete. The remaining three will be wrapped in the spring, once the weather warms up. Commission commented on the positive impact of the program.
- Initiative I.I.7: MicroGrant Phase 2
 - i. Commissioner Faeth discussed initiative progress. Initiative group will begin drafting application guidelines. Application acceptance will open on Feb. 1, 2024 and the BetterTogetherEdina site will receive applications for microgrant proposals for six weeks. Initiative group has established a timeline for the first round of the year one microgrant opportunity.
 - ii. Commission discussed the microgrant opportunity and are supportive of the initiative group moving forward.

C. 2024 Work Plan

- Chair Westlund discussed that the workplan has been established for 2024. Commissioners responded favorably and are excited to get going on the workplan in 2024.

VII. Chair And Member Comments

- Chair Westlund thanked everyone for their hard work in 2023 and expressed excitement for working together in the new year.
- Commissioner Amlaw discussed the importance of student commissioner involvement on the Arts and Culture Commission. She encouraged both city staff and commissioners to reach out to ensure they understand the importance of their role as a student commissioner and the expectations we have for them.

VIII. Staff Comments

- 2024 Meeting dates were presented.
- Staff member Fulton presented upcoming art programming and attendance

IX. Adjournment

Meeting adjourned at 6:30p.m.



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: X.B.

To: Mayor and City Council

Item Type:

Minutes

From: Liz Moore, Engineering Coordinator

Item Activity:

Subject: Minutes: Energy & Environment Commission, Jan.
11, 2024

Information

ACTION REQUESTED:

None; information only.

INTRODUCTION:

Receive the January 11, 2024, minutes of the Energy & Environment Commission.

ATTACHMENTS:

EEC Minutes, Jan. 11, 2024

Agenda
Energy and Environment Commission
City Of Edina, Minnesota
City Hall - Community Room
Meeting will take place in person. Masks are optional.
Thursday, January 11, 2024
7:00 PM

I. Call To Order

- Chair Martinez called the meeting to order at 7:01pm.

II. Roll Call

Answering roll call were Chair Martinez, Vice Chair Lukens, Commissioners Haugen, Weber, Tessman, Schima, and Student Commissioners Pugh and Langsweirdt.

Absent: Commissioner Lanzas

Late: Commissioner Dakane

III. Approval Of Meeting Agenda

Motion by Cory Lukens to Motion. Seconded by Tom Tessman. Motion Carried.

IV. Approval Of Meeting Minutes

- Approved with following change, change “Heritage Tree ...” to “Tree Recognition Campaign”.

Motion by John Haugen to Motion. Seconded by Cory Lukens. Motion Carried.

A. Minutes: Energy and Environment Commission December 14, 2023

V. Community Comment

- No community comment was received.

During "Community Comment," the Board/Commission will invite residents to share relevant issues or concerns. Individuals must limit their comments to three minutes. The Chair may limit the number of speakers on the same issue in the interest of time and topic. Generally speaking, items that are elsewhere on tonight's agenda may not be addressed during Community Comment. Individuals should not expect the Chair or Board/Commission Members to respond to their comments tonight. Instead, the Board/Commission might refer the matter to staff for consideration at a future meeting.

VI. Reports/Recommendations

A. Draft Time of Sale Energy Disclosure Program Report

- Chair Martinez presented ideas for the draft report on Time of Sale Energy Disclosure.

Dakane entered the meeting at 7:17 pm.

VII. Chair And Member Comments

Green Business Outreach Program - Liaison Millner shared marketing flyers. Lukens asked how much staff is going to manage this program. Millner to research and report back.

- Millner to send electronic flyers to Lukens

Climate Action Plan (CAP) year in review – group discussed CAP action requiring City Manager to present the yearly CAP update to EEC. Millner to discuss with City Manager.

VIII. Staff Comments

1. 2024 Workplan. City Manager allowed addition of Tree Recognition Campaign back into 2024 workplan from 2023.
2. Liaison Millner provided a hiring update on the Sustainability Manager. 3 Finalist interviews next week.
3. GBOP Flyers – Discussed earlier
4. 2024 Workplan Plan item #2 Study Paved areas conversion opportunity to green space or community garden. PARC wanted to know who the lead is. Group decided it is Member Weber.

A. Approved 2024 Work Plan

IX. Adjournment

- The EEC meeting adjourned at 8:25 PM.

Motion by John Haugen to Motion. Seconded by Stephen Schima. Motion Carried.

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



CITY OF EDINA

4801 West 50th Street

Edina, MN 55424

www.edinamn.gov

Date: March 6, 2024

Agenda Item #: X.C.

To: Mayor and City Council

Item Type:

Minutes

From: Andrew Scipioni, Transportation Planner

Item Activity:

Subject: Minutes: Transportation Commission, Jan. 18, 2024

Information

ACTION REQUESTED:

None; information only.

INTRODUCTION:

Receive the minutes of the Transportation Commission's January 18, 2024 regular meeting.

ATTACHMENTS:

Minutes: Transportation Commission, January 18, 2024



Minutes
City Of Edina, Minnesota
Transportation Commission
City Hall Community Room
January 18, 2024

I. Call To Order

Chair Lewis called the meeting to order at 6:00 p.m.

II. Roll Call

Answering roll call: Commissioners Bildsten, Johnson, McCarthy, Olson, Plumb-Smith, Rubenstein, Wright, Donnelly, Karoussos, Lewis

Late: Commissioner Brown

Staff present: Transportation Planner Andrew Scipioni

III. Approval of Meeting Agenda

Motion was made by Commissioner Bildsten and seconded by Commissioner Plumb-Smith to approve the agenda. All voted aye. Motion carried.

IV. Approval of Meeting Minutes

Motion was made by Commissioner McCarthy and seconded by Commissioner Rubenstein to approve the December 21, 2023 meeting minutes. All voted aye. Motion carried.

Commissioner Brown arrived at 6:01.

V. Community Comment

None.

VI. Reports/Recommendations

A. Draft 20th Anniversary Proclamation

The Commission reviewed and commented on a draft proclamation recognizing the Commission's 20th anniversary.

B. 2024 Work Plan Updates

- **#1 Traffic Safety Infrastructure** – No update.
- **#2 Pedestrian and Bicycle Master Plan Review** – No update.
- **#3 Parking** – No updates received from Planning. Jan. 9 meeting was cancelled.
- **#4 20th Anniversary Proclamation** – Commission reviewed draft proclamation.

VII. Chair and Member Comments – Received.

VIII. Staff Comments

A. Traffic Safety Education Campaign

The Commission reviewed and comments on topics and strategies for a proposed community education campaign.

IX. Adjournment

Motion was made by Commissioner Johnson and seconded by Commissioner Plumb-Smith to adjourn the January 18, 2023 regular meeting at 6:31 p.m. All voted aye. Motion carried.

TRANSPORTATION COMMISSION ATTENDANCE															
		J	F	M	A	M	J	J	A	S	O	N	D	# of Mtgs	Attendance %
Meetings		1												1	
SEAT	NAME														
1	Wright, Grant	1												1	100%
2	Rubenstein, Tricia	1												1	100%
3	Bildsten, Roger	1												1	100%
4	Lewis, Andy	1												1	100%
5	Johnson, Kirk	1												1	100%
6	Brown, Chris	1												1	100%
7	Olson, Bethany	1												1	100%
8	McCarthy, Bruce	1												1	100%
9	Plumb-Smith, Jill	1												1	100%
10	Donnelly, Sam (s)	1												1	100%
11	Karoussos, Evangelia (s)	1												1	100%