

**Agenda**  
**Edina Housing and Redevelopment Authority**  
**City of Edina, Minnesota**  
**City Council Chambers**  
**Thursday, March 14, 2024**  
**7:30 AM**

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

**Participate in Community Comment:**

**Call 312-535-8110**

**Enter access code 2632 169 8004**

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

A. Executive Director's Response to Community Comments

- VI. Adoption of Consent Agenda

All agenda items listed on the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of such items unless requested to be removed from the Consent Agenda by a Commissioner of the HRA. In such cases the item will be removed from the Consent Agenda and considered immediately following the adoption of the

Consent Agenda. (Favorable rollcall vote of majority of Commissioners present to approve.)

A. Draft Minutes of Regular Meeting on February 15, 2024

B. Request for Purchase: ENG 24-5 50th Street and Grange Road Improvements

VII. Reports/Recommendations: (Favorable vote of majority of Commissioners present to approve except where noted)

A. MOTION TO CLOSE SESSION: as permitted by MS. 13D.05 subdivision 3 to discuss the potential Sale of Real Property located at 5146 Eden Avenue.

B. Motion to move back into open session.

VIII. Executive Director's Comments

IX. HRA Commissioners' Comments

X. Adjournment

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



Edina Housing and Redevelopment  
Authority  
Established 1974

**CITY OF EDINA**  
HOUSING & REDEVELOPMENT  
AUTHORITY  
4801 West 50th Street  
Edina, MN 55424  
[www.edinamn.gov](http://www.edinamn.gov)

**Date:** March 14, 2024

**Agenda Item #:** V.A.

**To:** Chair & Commissioners of the Edina HRA

**Item Type:**

**From:**

**Item Activity:**

**Subject:** Executive Director's Response to Community  
Comments

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**ACTION REQUESTED:**

**INTRODUCTION:**



Edina Housing and Redevelopment  
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**Date:** March 14, 2024

**Agenda Item #:** VI.A.

**To:** Chair & Commissioners of the Edina HRA

**Item Type:**  
Minutes

**From:** Liz Olson, Planning Administrative Support Specialist

**Item Activity:**  
Action

**Subject:** Draft Minutes of Regular Meeting on February 15,  
2024

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**ACTION REQUESTED:**

Approve the draft minutes of regular meeting on February 15, 2024.

**INTRODUCTION:**

**ATTACHMENTS:**

Draft Minutes of Regular Meeting on February 15, 2024

**MINUTES  
OF THE REGULAR MEETING OF THE  
EDINA HOUSING AND REDEVELOPMENT AUTHORITY  
FEBRUARY 15, 2024  
7:30 AM**

**I. CALL TO ORDER**

Vice Chair Jackson called the meeting to order at 7:34 a.m. then explained the processes created for public comment.

**II. ROLL CALL**

Answering rollcall were Vice Chair Jackson, Commissioners Agnew, Pierce, and Risser.

Absent: Chair Hovland.

**III. PLEDGE OF ALLEGIANCE**

**IV. MEETING AGENDA APPROVED – AS PRESENTED**

**Motion by Commissioner Pierce, seconded by Commissioner Agnew, approving the meeting agenda as presented.**

Roll call:

Ayes: Agnew, Jackson, Pierce, and Risser

Motion carried.

**V. COMMUNITY COMMENT**

Andy Brown, 5512 Park Place, shared concerns regarding lack of trust with the City and said he did not appreciate Executive Director Neal's insinuation regarding sharing disinformation in reference to a recent data request.

Marie Katyal, 6421 Indian Hills Road, shared advocacy for allowing people with disabilities in a higher percentage of housing and acknowledged her support.

**V.A. EXECUTIVE DIRECTOR'S RESPONSE TO COMMUNITY COMMENTS**

Executive Director Neal said there were no past Community Comments.

**VI. ADOPTION OF CONSENT AGENDA AS AMENDED**

**Motion by Commissioner Agnew, seconded by Commissioner Pierce, approving the consent agenda as amended to remove VI.C:**

**VI.A. EDINA HOUSING FOUNDATION APPOINTMENTS**

**VI.B. APPOINTMENT OF THE EXECUTIVE DIRECTOR OF THE HRA**

~~**VI.C. REQUEST FOR PURCHASE; PROFESSIONAL SERVICES FOR THE FRANCE AVENUE PEDESTRIAN CROSSING**~~

**VI.D. APPROVE DRAFT MINUTES OF THE REGULAR MEETING OF JANUARY 11, 2024**

Roll call:

Ayes: Agnew, Jackson, Pierce, and Risser

Motion carried.

**ITEMS REMOVED FROM THE CONSENT AGENDA**

**VI.C. REQUEST FOR PURCHASE; PROFESSIONAL SERVICES FOR THE FRANCE AVENUE PEDESTRIAN CROSSING – APPROVED**

The HRA commented on the project scope that ended with the upper deck of the parking ramp as a disservice with no ADA access to the east. They questioned the maneuver of cutting across Gallagher as it was a safety concern and needed to include bike/pedestrian connections and more dedication to the Southdale Design Guidelines which required a grid structure to serve the broader

public. They requested the project be reconsidered and that this study needed to be broader and scope changed to address the bike trail, especially with the library and Fred Richards Park nearby.

Director of Engineering Millner referred to a 2007 study that identified this location as a crossing and how it would be used as a starting point for this process.

The Board asked questions and provided feedback.

**Motion by Commissioner Agnew, seconded by Commissioner Risser, to approve the request for purchase for Professional Services for France Ave Pedestrian Crossing with LHB for \$80,000 with the extension of the red area to include the intersection of Gallagher and pedestrian bikeway at that intersection.**

Roll call:

Ayes: Agnew, Jackson, Pierce, and Risser

Motion carried.

## **VII. REPORTS AND RECOMMENDATIONS**

### **VII.A. FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT FOR 4620 WEST 77<sup>TH</sup> STREET – APPROVED**

Affordable Housing Development Manager Hawkinson shared that on December 8, 2022 the HRA approved a Redevelopment Agreement with 4620 LLC for the development of a 276-unit multi-family development located at 4620 W. 77<sup>th</sup> St. 100% of the units were planned to be affordable to the general workforce: ten percent (10%) of units (28 units) would be affordable to households with incomes at or below 50% of the Area Median Income (AMI), and an additional 40% of the units (110 units) would have rents restricted not to exceed 120% of AMI. The remaining 50% of the units were intended to have rents not to exceed 120% of AMI but could increase in response to increasing expenditures. The 28 affordable units were to be available to any income qualified household. In the past year, the Managing Member of 4620 LLC, Solhem Companies, had been meeting with advocates for people with developmental disabilities, including the parent group that participated in the development proposal for St. Peter's church that did not move forward. Based on the prevalent need for affordable housing to serve people with disabilities, 4620 LLC was requesting to amend the Redevelopment Agreement and Declaration of Restrictive Covenants to reflect that the target population for the affordable units would be people with developmental disabilities. All other deal points remain as previously approved. She shared how AbleLight had presented a sketch plan in 2022 but withdrew for lack of support and how in 2023 staff introduced advocacy groups to Solhem for a partnership then spoke about the community benefits that would result by providing more in independent living opportunities.

The Board asked questions and provided feedback.

**Motion by Commissioner Pierce, seconded by Commissioner Agnew, approving the First Amendment to Redevelopment Agreement for 4620 West 77th Street and authorized execution thereof.**

Roll call:

Ayes: Agnew, Jackson, Pierce, and Risser

Motion carried.

### **VII.B. AFFORDABLE HOUSING DISCUSSIONS – DISCUSSED**

Ms. Hawkinson said the HRA had discussed the need for community discussions around the issue of affordable housing then shared a brief history on the community engagement undertaken for the creation of the Housing Chapter of the Comprehensive Plan and on the Housing Strategy Task Force Plan.

The Board shared comments regarding affordable housing definitions as included in the Comprehensive Plan and the suggestion for a simplified definition for the public. They discussed the overall housing makeup in the community and the importance of meeting housing needs and not make housing exclusive. The Board spoke about the need for sustained housing affordability now and into the future and how we needed to think more than just today's market but the market going forward and if the median home value in the City was \$1 million then the result was less affordable housing available. The Board acknowledged the need for residents to build equity and have diversity of land use around where affordable housing existed. They spoke about the importance of not deleting neighborhood nodes and create alternatives for vehicles as well as the need to review residential construction and eliminate diversity of land use.

The Board spoke about the current shortage of housing and the most efficient way to construct apartments and the idea of a comprehensive review of current housing stock to continue to make this a community for those with different needs and jobs to live. They discussed the Maxfield study and if we wanted to add more housing in Edina that we needed to look at the overall housing stock and placement of housing and how do we develop a variety of new housing given that the City was fully developed. They spoke about how apartments only would not meet the need and that changes would impact zoning and the need for a broader conversation that included community input. They outlined next steps that included review of overall housing stock using the Maxfield study and identify ways to create more housing in a fully-developed city.

The Board asked questions and provided feedback.

**VIII. EXECUTIVE DIRECTOR'S COMMENTS – Received**  
**VIII.A. 2023 YEAR IN REVIEW**

**IX. HRA COMMISSIONER COMMENTS – Received**

**X. ADJOURNMENT**

**Motion made by Commissioner Agnew, seconded by Commissioner Pierce, to adjourn the meeting at 8:45 a.m.**

Roll call:

Ayes: Agnew, Jackson, Pierce, and Risser

Motion carried.

Respectfully submitted,

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Scott Neal, Executive Director



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**Date:** March 14, 2024

**Agenda Item #:** VI.B.

**To:** Chair & Commissioners of the Edina HRA

**Item Type:**  
Request For Purchase

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

**Item Activity:**  
Action

**Subject:** Request for Purchase: ENG 24-5 50th Street and  
Grange Road Improvements

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**ACTION REQUESTED:**

Approve Request for Purchase for ENG 24-5 50th Street and Grange Road Improvements with S.M. Hentges & Sons, Inc for \$2,694,183.76.

**INTRODUCTION:**

The HRA accepted the East Grandview Transportation Study associated with the redevelopment of 4917 Eden Avenue (old Perkins site). That study identified improvements on Eden Avenue, Grange Road, and 50th Street to improve safety of cyclist and pedestrians along with improving traffic safety and operations. This contract will construct the improvements on 50th Street and Grange Road. This project is the last improvement identified with the East Grandview Transportation Study that is eligible for this specific TIF Funding.

**ATTACHMENTS:**

Request for Purchase: ENG 24-5 50th Street and Grange Road Improvements  
ENG 24-5 Contract





## CITY OF EDINA

4801 W 50th St., Edina, MN 55424  
[www.EdinaMN.gov](http://www.EdinaMN.gov) | 952-927-8861

Contract Number

**12400082**

### Request for Purchase

**Department:** Engineering

**Buyer:** Chad Millner

**Date:** 03/11/2024

**Requisition Description:** 50th Street and Grange Road Improvements

**Vendor:** S.M. HENTGES & SONS, INC.

**Cost:** \$2,694,183.76

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**REPLACEMENT or NEW:** REPLACEMENT

**PURCHASE SOURCE:** QUOTE/BD - QUOTE/BID

#### DESCRIPTION:

The HRA accepted The East Grandview Transportation Study associated with the redevelopment of 4917 Eden Avenue (old Perkins site). That study identified improvements on Eden Avenue, Grange Road, and 50th Street to improve safety of cyclist and pedestrians along with improving traffic safety and operations.

This contract will construct the improvements along 50th Street from the proposed Tight Diamond Interchange (TDI) to east of Dale Drive including Grange Road.

#### BUDGET IMPACT:

This project is funded by TIF funds collected from the Eden Grange TIF district created with the redevelopment of 4917 Eden Avenue (old Perkins site). This project is the last improvement identified with the East Grandview Transportation Study that is eligible for this specific TIF Funding.

**COMMUNITY IMPACT:**

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

**ENVIRONMENTAL IMPACT:**

This project involves rehabilitation of the sanitary sewer, upgrades to the storm sewer, localized rehabilitation and full reconstruction of watermain systems, reconstruction of concrete curb and gutter, construction of new sidewalk, and complete reconstruction of bituminous pavement surfaces.

Alternative construction methods utilized within the City include reclamation of existing bituminous surfaces to reuse aggregate base material, implementation of utility pipe rehabilitation through trenchless technologies thus reducing greenhouse gases associated with open cut installations.

## **CONTRACT NO. ENG 24-5**

**THIS AGREEMENT** made this 19<sup>th</sup> day of March, 2024, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City"), the **HOUSING AND REDEVELOPMENT AUTHORITY** ("HRA"), and **S.M. Hentges and Sons, Inc., 650 Quaker Avenue, Jordan, MN 55352** ("Contractor"). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

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

- A. This Agreement.
- B. Instructions to Bidders.
- C. City of Edina General Contract Conditions.
- D. Addenda number 1 & 2.
- E. Specifications prepared by Chad A. Millner, P.E., dated January 26, 2024.
- F. Plan sheets numbered 1 to 61.
- G. Performance Bond.
- H. Payment Bond.
- I. Responsible Contractor Verification of Compliance
- J. Contractor's Bid dated March 8, 2024.

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

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

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

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

**3. OBLIGATIONS OF THE CITY.** The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the Contractor's bid **\$2,694,183.73.**

**4. PAYMENT PROCEDURES.**

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

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

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

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

**5. COMPLETION DATE.**

The Work must be completed and ready for final payment by **October 11, 2024.**

**6. CONTRACTOR'S REPRESENTATIONS.**

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

(surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

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

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

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

**9. MISCELLANEOUS.**

- A. Terms used in this Agreement have the meanings stated in the General Conditions.
- B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

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

**CITY OF EDINA**

**CONTRACTOR**

BY: \_\_\_\_\_  
Its Mayor

BY: \_\_\_\_\_  
Its

AND \_\_\_\_\_  
Its City Manager

AND \_\_\_\_\_  
Its

**HOUSING AND REDEVELOPMENT AUTHORITY**

BY: \_\_\_\_\_  
Its Chair

AND \_\_\_\_\_





Edina Housing and Redevelopment  
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AUTHORITY

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**Date:** March 14, 2024

**Agenda Item #:** VII.A.

**To:** Chair & Commissioners of the Edina HRA

**Item Type:**  
Report / Recommendation

**From:** Bill Neuendorf, Economic Development Manager

**Item Activity:**  
Discussion

**Subject:** MOTION TO CLOSE SESSION: as permitted by  
MS. 13D.05 subdivision 3 to discuss the potential  
Sale of Real Property located at 5146 Eden Avenue.

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**ACTION REQUESTED:**

No action required; for discussion only.

**INTRODUCTION:**

The HRA had previously entered into a Purchase Agreement with United Properties Residential to develop a 90-unit senior housing co-op on the southern most portion of property located at 5146 Eden Avenue. The remainder of the property would be developed with a restaurant and public park/green space.

Unfortunately, the senior cooperative was unable to attain the required number of pre-sold units to qualify for HUD financing. Based on this condition, the buyer terminated their purchase agreement in October 2023.

The prospective buyer has submitted an offer to modify the housing portion of the site with the intention of breaking ground in late 2024.

This revised purchase offer will be discussed by the HRA Board in a closed session. MN Statute 13D.05 subd 3 allows sensitive real estate discussions to occur in closed session so as to not give an unfair advantage to the prospective buyer.

No action will be taken in the closed session. It is for discussion only. Any action taken by the HRA Board will occur in an "open" session so that proper notification is provided to the public.

**ATTACHMENTS:**



## Alternates to Pursue – Discussion of Priorities

*What is most important for HRA?*

	Low	Medium	High
2012 Development Framework / 7 Guiding Principles			
Park / Green Space with space for arts, recreation and small special events			
Stand-alone Restaurant as community destination			
Utilize existing public parking garage			
Perimeter sidewalks & landscaping boulevards			
Other			

	Low	Medium	High
For Sale Townhouses			
Market-Rate Rental Apartments			
Affordable Rental Apartments			
Senior Cooperative			
All-ages vs Age-restricted			
Attainably priced (mid-priced; not high luxury)			
Height 2-4 stories vs 5-7 stories			
Land Sale vs. Land Lease			
Other			



The CITY of  
**EDINA**

*For HRA Board Discussion March 2024*



Edina Housing and Redevelopment  
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Established 1974

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AUTHORITY  
4801 West 50th Street  
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**Date:** March 14, 2024

**Agenda Item #:** VII.B.

**To:** Chair & Commissioners of the Edina HRA

**Item Type:**

**From:**

**Item Activity:**

**Subject:** Motion to move back into open session.

---

**ACTION REQUESTED:**  
Motion to move back into open session.

**INTRODUCTION:**