



EDINA MINNESOTA

City Council Meeting Agenda

March 17, 2026, 7:00 PM

Edina City Hall, Council Chambers, 4801 W. 50th St.



Participate in the meeting:

Watch the meeting on cable TV or [YouTube.com/EdinaTV](https://www.youtube.com/EdinaTV).

Provide feedback during Community Comment by calling 312-535-8110. Enter access code 2631 522 7125. 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 to speak.

Accessibility Support:

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 at least 72 hours in advance of the meeting.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of Meeting Agenda

5. 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.

5.1. City Manager's Response to Community Comments

6. 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 roll call vote of majority of Council Members present to approve, unless otherwise noted in consent item.)

6.1. Minutes: Mar. 3 Work Session and Regular

- 6.2. Payment of Claims
- 6.3. Purchase Request: SeeClickFix Annual Software Renewal
- 6.4. Purchase Request: Annual CivicPlus Central Software Renewal
- 6.5. Purchase Request: 2026 Trackless Sidewalk Snow Removal Machine with Accessories
- 6.6. Resolution 2026-15: Approving a Grant Application and Agreement between the Metropolitan Council and the City of Edina for Sewer Rehabilitation Work
- 6.7. Purchase Request: Streetlight Removal on York and Parklawn Avenues
- 6.8. Purchase Request: Geotechnical Services for 2027 Interlachen Blvd Street Reconstruction
- 6.9. Purchase Request: Mill Pond Harvesting
- 6.10. Purchase Request: 2026 Stormwater Model Annual Updates and Water Resources Management Plan Support
- 6.11. Purchase Request: 2026 Ford F-600 with Accessories
- 6.12. Purchase Request: Ash Tree Removal and Replacement Grant Additional Plantings
- 6.13. Purchase Request: 2026 Ford F-150 Hybrid
- 6.14. Purchase Request: Two 2026 Ford F-250's
- 6.15. Purchase Request: 2026 Ford F-450 with Accessories
- 6.16. Purchase Request: Professional Services Agreement for Braemar Field Sports Dome Installation and Takedown
- 6.17. Purchase Request: Bi-Directional Radio Amplifiers with ANCOM Communications
- 6.18. Purchase Request: Water Heaters for Braemar Arena
- 6.19. Purchase Request: 2026 Residential & Small Site Review Support Professional Services
- 6.20. Liquor License Renewals
- 6.21. On-Sale Intoxicating Liquor License: RH F&B Minnesota LLC dba RH (Restoration Hardware)

7. Special Recognitions and Presentations

7.1. Citizen Award Presentation

7.2. Recognition for Officer of the Year, Firefighter of the Year, and Public Safety Employee of the Year

8. Reports/Recommendations

8.1. Sale of Property at 5146 Eden Avenue to Arcadia Ave Partners, LLC

A. Resolution 2026-16: Approving the Sale of City Property Located at 5146 Eden Avenue

8.2. Braemar Park Master Plan Presentation: Improvements at Golf Dome Trailhead Parking and Pickleball

8.3. Purchase Request: Braemar Park Master Plan Preconstruction Tree Clearing and Grubbing at Braemar Golf Dome

9. Commission Correspondence

9.1. Joint Advisory Communication: Wooddale Ave Bike Lane Project

10. Manager's Comments

10.1. 2026 Student Commissioner Annual Onboarding Update

11. Mayor and Council Comments

12. Adjournment



Item Number: 5.1

Department: Administration

Item Activity: Information

Prepared By: Scott Neal, City Manager

Item Title: City Manager's Response to Community Comments

Action Requested:

None, information only.

Information/Background:

[Responses to questions posed during Community Comment at the last meeting were posted on the City's website \(URL\).](#) City Manager Neal will provide summaries of those responses during the meeting.

Supporting Documentation:

None



Item Number: 6.1

Department: Administration

Item Activity: Action

Prepared By: Sharon Allison, City Clerk

Item Title: Minutes: Mar. 3 Work Session and Regular

Action Requested:

Approve minutes as presented.

Information/Background:

Supporting Documentation:

1. Minutes: Work Session, Mar. 3, 2026
2. Minutes: Regular, Mar. 3, 2026

**MINUTES
OF THE EDINA CITY COUNCIL
WORK SESSION
COMMUNITY ROOM, CITY HALL
TUESDAY, MARCH 3, 2026
5:30 P.M.**

1.0 CALL TO ORDER

Mayor Hovland called the meeting to order at 5:30 p.m.

2.0 ROLL CALL

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

Staff in attendance: Scott Neal, City Manager; Ari Lenz, Assistant City Manager; Zoe Johnson, City Management Fellow; Jennifer Bennerotte, Communications Director; Chad Millner, Public Works Director/City Engineer; Ross Bintner, Engineering Services Manager; Perry Vetter, Parks & Recreation Director; Jake Miller, I.T. Specialist; and Sharon Allison, City Clerk.

3.0 MEETING TOPICS

3.1. Motion to Move to Closed Session as Permitted by M.S. 13D.05, Subd. 3 to Discuss Grandview Pedestrian Bridge ADA Inquiry with Department of Justice (DOJ)

Member Pierce made a motion, seconded by Member Jackson. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

3.2. Grandview Pedestrian Bridge ADA Inquiry with Department of Justice

Staff and the City's legal counsel Hannah Felix and Joe Neubauer, from the League of MN Cities updated the Council on the DOJ's inquiry into the Grandview Pedestrian Bridge ADA.

3.3. Motion to Move Back into Open Session

Member Jackson made a motion, seconded by Member Pierce. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

3.4 2027 Budget Kick-off

The City Manager introduced the 2027 budget process and provided a high-level overview of the timeline and fiscal outlook. Finance Director Thao noted that the presentation marked the official start of the 2027 budget process and reviewed the tentative schedule.

Council asked about the role of the consultant at the retreat and whether a moderator would be helpful for the budget discussion. Assistant City Manager Lenz clarified that a consultant is being considered for the City Manager search process rather than the retreat. Council asked how confident staff will be in the budget presented in April and Thao shared there will be some level of confidence, but it will look different as numbers are refined. She reminded Council that they approved a 7.94% levy in 2026 and if service levels remained the same, 2027's projected levy increase is expected to be 9.82% as a starting point but would evolve as additional information becomes available.

Council discussed how to structure the process, so Council receives information that shows several options for levy impacts, as well as the importance of providing additional clarity earlier in the process to alleviate the time constraint of the past two years. Additional discussion included the potential need for an October budget meeting, monitoring pending state legislation that could affect pricing or revenue assumptions, and reviewing major capital improvement projects. Staff noted several significant capital projects may require bonding and discussed the need to evaluate asset preservation, equipment replacement, and long-term maintenance funding, including facilities such as the pool. Assistant City Manager Lenz noted that additional discussion would be held at upcoming meetings, including the State of Utilities presentation on March 17.

3.5 Digital Accessibility Update

Communications Director Bennerotte presented an update on the City's efforts to comply with the Web Content Accessibility Guidelines (WCAG) and upcoming ADA requirements for digital communications, which take effect in April 2026. She explained that the requirements apply to both internal and external digital communications, though the City's current focus is on externally facing platforms. The City currently maintains more than 40 websites and applications. Staff have been working with vendors to evaluate compliance, and four platforms have been confirmed compliant to date, though significant work remains. The City's website was redesigned in fall 2025, but not all content currently meets accessibility standards. Bennerotte described ongoing work including evaluating platforms, transitioning away from some systems in favor of more compliant solutions, remediating existing content, and in some cases removing content that cannot be made accessible, and requirements such as closed captioning and providing descriptive explanations of graphics presented during meetings. She emphasized that accessibility efforts are not intended to reduce transparency but rather to ensure information is accessible to all users. She also outlined the process for determining when remediation may be considered an undue burden and noted that many organizations across the state and country are facing similar challenges and may not meet the April compliance deadline. Council asked questions about accessibility of documents in the Board Portal.

4. ADJOURNMENT

Mayor Hovland adjourned the meeting at 6:55 p.m.

Respectfully submitted,

Sharon Allison, City Clerk

James B. Hovland, Mayor

Minutes approved by Edina City Council, March 17, 2026. Audio copy of the work session available.

**MINUTES
OF THE REGULAR MEETING OF THE
EDINA CITY COUNCIL
HELD AT CITY HALL
MARCH 3, 2026
7:00 P.M.**

1.0 CALL TO ORDER

Mayor Hovland called the meeting to order at 7:05 p.m.

2.0 ROLL CALL

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

3.0 PLEDGE OF ALLEGIANCE

4.0 MEETING AGENDA – APPROVED

Member Agnew made a motion, seconded by Member Pierce, approving the meeting agenda, removing Item 6.14, Petition Response: Stop Control at Brookview Ave and W 55th Street. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

5.0 COMMUNITY COMMENT

Ralph Zickert noted that Manager Neal has been moonlighting and founded a consulting company out of Wisconsin, and asked why that is the case.

Allison Schumacher voiced her concerns with the Public Works department and the late removal of her item from the agenda tonight. Mrs. Schumacher stated that the basis of the decision-making is outdated and asked how many other residents' concerns are pushed aside and put on the consent agenda. Mrs. Schumacher asked if the Council would approve a trial of a 4-way stop at her intersection.

Stacey Schonfeld stated that there are 13 families within a one-block radius of this intersection and asked that the Council review this to think proactively about how they can keep their kids safe.

Joy Vogt noted that they are informally tracking nearly 6 ICE enforcements that have happened in the City's boundaries and asked what the City is doing to keep their residents safe. Mrs. Vogt noted that they need to do something to prevent evictions.

Laura Lukens asked how it has been presented that everyone wins with the new potential lawful gambling ordinance. Mrs. Lukens encouraged the Council to look into what nonprofits will actually benefit from this.

Alyssa Pankratz stated that the intersection at Brookview is very unique and thanked the Council for considering the matter again.

Molly Soran stated that she has a lot of concerns regarding the intersection at Brookview and the dangers from it for their children.

5.1. CITY MANAGER'S RESPONSE TO COMMUNITY COMMENTS

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

6.0 CONSENT AGENDA – ADOPTED

Member Jackson made a motion, seconded by Member Pierce, approving the consent agenda as follows:

- 6.1. Approve regular meeting minutes of February 4, 2026, and regular and work session meeting minutes of February 17, 2026
- 6.2. Approve Claims for Payment for Check Register Pre-List Dated February 13, 2026, totaling \$2,709,887.31, and Check Register Claims Pre-List Dated February 20, 2026, totaling \$3,828,581.40
- 6.3. Edina Housing Foundation Appointments
- 6.4. Waive Second Reading Adopting Ordinance No. 2026-05, Amending Chapter 20, Article VI, Property Maintenance
- 6.5. Request for Purchase, Valuation Services for Braemar Arena Sponsorships, awarding the bid to the recommended low bidder, Superlative Group at \$25,000
- 6.6. Request for Purchase, Commissioning Services for Braemar Ice Arena Renovation and Expansion Project, awarding the bid to the recommended low bidder, KFI Engineers, at \$190,800
- 6.7. Land-Use Agreement for the Mirror Lake Alum Treatment
- 6.8. Request for Purchase, 494 Corridor Commission Member Dues, awarding the bid to the recommended low bidder, I-494 Corridor Commission at \$32,871
- 6.9. Request for Purchase, Professional Services for Old Fire Station #2 Building Demolition Specifications with BKV Architects, awarding the bid to the recommended low bidder, BKV Architects Inc., at \$22,500
- 6.10. Request for Purchase, Streetlights for York Avenue and Parklawn Avenue, awarding the bid to the recommended low bidder, Xcel Energy at \$204,927.18
- 6.11. Request for Purchase, Bulk Fuel, awarding the bid to the recommended low bidder, Mansfield Oil Company, at \$490,000
- 6.12. Request for Purchase, Contract Amendment #1: Professional Services for Final Design of Interlachen Boulevard 2027 Street Reconstruction, awarding the bid to the recommended low bidder, Short Elliot Hendrickson at \$348, 540
- 6.13. Traffic Safety Reports of December 9, 2025, and January 27, 2026
- 6.15. Petition Response: Interlachen Boulevard and Vandervork Avenue Crosswalk
- 6.16. Petition: School Hour Parking and Stopping Restrictions on Concord Terrace and St. Johns Avenue
- 6.17. Adopt Resolution No. 2026-11, entering into MnDOT Agreement No. 1062130 for Rosland Park Pedestrian Bridge State Funding
- 6.18. Adopt Resolution No. 2026-12, supporting Minnesota GreenCorps Green Transportation Host Site Application
- 6.19. Adopt Resolution No. 2026-13, supporting Minnesota GreenCorps Community Readiness & Outreach Host Site Application
- 6.20. Adopt Resolution No. 2026-14, supporting Minnesota GreenCorps Forestry Host Site Application
- 6.21. Out-of-State Travel for Council Members Jackson and Risser
- 6.22. On-Sale Intoxicating Liquor License Takumi Sushi Inc. dba Takumi Sushi
- 6.23. On-Sale Intoxicating Liquor License New Social Edina LLC dba Pinstripes
- 6.24. Liquor License Renewals

Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

7.0 SPECIAL RECOGNITIONS AND PRESENTATIONS

7.1 EDINA HIGH SCHOOL DEBATE TEAM CHAMPIONSHIP RECOGNITION - RECOGNIZED

Coach Schmitt acknowledged the two winners of the 2026 and 2025 State Championships and gave a brief background on their history with the Debate Team, noting that they will be competing for the National Title in Virginia. Mayor Hovland recognized Aditi Jha, Valerie Schmitt, and their coaches on their Lincoln-Douglas Debate State Championship wins.

8.0 PUBLIC HEARINGS HELD – Affidavits of Notice presented and ordered placed on file.

8.1. CONTINUE PUBLIC HEARING TO APRIL 7, 2026: CONDITIONAL USE PERMIT FOR HIGHLANDS ELEMENTARY SCHOOL, 5505 DONCASTER WAY - CONTINUED TO APRIL 7, 2026. Member Jackson made a motion, seconded by Member Pierce, to table and continue the public hearing for the Conditional Use Permit for Highlands Elementary School to the April 7, 2026, City Council meeting. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

9.0 REPORTS / RECOMMENDATIONS

9.1. RESOLUTION NO. 2026-09 ACCEPTING DONATIONS – ADOPTED

Mayor Hovland explained that to comply with State Statutes; all donations to the City must be adopted by Resolution and approved by four favorable votes of the Council accepting the donations. **Member Jackson introduced and moved adoption of Resolution No. 2026-09 accepting various grants and donations.** Member Pierce seconded the motion. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

9.2 TRANSPORTATION COMMISSION REPORT: CITY POLICIES/ORDINANCES REQUIRING WALKING AND BIKING IMPROVEMENTS - DISCUSSED

Chris Brown, Transportation Commission, gave a presentation on the Transportation Commission initiative, commission recommendations, Edina Pedestrian and Bicycle Master Plan (PBMP), case studies from MA and CA, strategic objectives, Edina resident support, and the Energy and Environment Commission support.

Engineering Director Millner discussed the PBMP Implementation, changes to proposed bicycle facilities, and staff recommendations.

The Council asked questions regarding projects that were not approved in the past; gave feedback regarding taking into account shady patches of sidewalks and ice, and evaluating the impact on the sidewalks when setback variances are requested, and discussed the decision-making process for variances and figured out a way to help the community see why this is important and why they should support it.

Mr. Brown stated that the hope of this work plan is to execute the broader vision they have to create a safe network for bicyclists and pedestrians.

The Council suggested getting a field perspective for future project proposals to help get a sense of the request.

Member Pierce made a motion, seconded by Member Jackson, to direct staff to include community engagement around proposed pedestrian and bicycle facilities as a part of the 2028 Comprehensive Plan development process. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

9.3 TRANSPORTATION COMMISSION REPORT: CITY CODE SEC. 26-282 REGARDING ELECTRIC-ASSISTED BICYCLES – DISCUSSED

Mr. Millner gave a presentation on the updated e-bike definitions, the Transportation Commission initiative, strategic objectives, Police Department feedback, and the staff recommendation.

The Council asked questions regarding signage, how many of the 94 concerns came after the ordinance went into effect in April 2025, what specific Edina data they have, what other cities have allowed e-bikes on sidewalks, and data on e-bike accidents; gave feedback regarding not hearing as many complaints regarding e-bikes since the ordinance went into effect; expressed concerns regarding not having a way to classify the lower vs. higher horsepower e-bikes, and noted that they would like to encourage e-bikers to ride on the road if they feel safe, and if the sidewalk is used, then they should yield to pedestrians.

Member Risser made a motion, seconded by Member Pierce, to direct staff to draft an ordinance repealing the ban on electric-assisted bicycles on public sidewalks. Ayes: Agnew, Pierce, Risser, Hovland. Nay: Jackson. Motion carried.

9.4 ORDINANCE 2026-06 AMENDING CHAPTER 2 OF THE CITY CODE SETTING 4TH TIER FOR RESIDENTIAL WATER USE – ADOPTED

Nick Anhut, Ehlers & Associates, presented a background on the 4th Residential Tier, adopted 2026 water rates, impact on residents, and the 2025 Utility Rate Study.

The Council asked questions regarding single-family vs multi-family residential, impact on water usage, and percentage increase from tier 2 to tier 3. Mr. Anhut noted that they have residential, multi-family, and commercial accounts, and irrigation meters. Mr. Anhut noted that over time, these levels may decrease, but he does not expect an immediate impact; there are lots of factors, like rainfall, that will impact this. The Council expressed concerns regarding the percentage of increases they are proposing. Mr. Anhut noted that with this structure, the revenue would help offset the City's debt needs.

Member Jackson made a motion to grant First Reading and waive Second Reading of Ordinance 2026-06, amending Chapter 2, Section 2-724, Schedule A, setting the 4th tier for residential water use. Member Agnew seconded the motion. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

Member Jackson made a motion, seconded by Member Pierce, to approve summary publication of Ordinance 2026-06. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

9.5. ORDINANCE 2026-04, AMENDMENT REGARDING TREE PROTECTION - ADOPTED

Parks and Recreation Director Vetter noted that the residential tree sale opened on Monday, and they have already sold 138 trees. Mr. Vetter noted that residents can find out how to purchase trees from the City's website.

Mr. Vetter gave an overview of the changes that are being proposed with the ordinance, including being effective for all zoning districts, definitions, replanting requirements, exemptions, and repealing Chapter 10 and amending Chapter 30 of the City Code.

The Council thanked Mr. Vetter for the follow-up discussion and for addressing questions from the last meeting and noted its appreciation for the Canopy Connect program, but noted that there needs to be a way of recognizing tree density per lot.

Member Jackson made a motion to grant Second Reading, adopting Ordinance 2026-04, an amendment regarding tree protection. Member Agnew seconded the motion. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

Member Agnew made a motion, seconded by Member Jackson, to approve summary publication of Ordinance 2026-04. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

10.0 MANAGER'S COMMENTS – Received

11.0 MAYOR AND COUNCIL COMMENTS – Received

12.0 ADJOURNMENT

Member Jackson made a motion, seconded by Member Agnew, to adjourn the meeting at 9:33 p.m. Ayes: Agnew, Jackson, Pierce, Risser, Hovland. Motion carried.

Respectfully submitted,

Sharon Allison, City Clerk

James B. Hovland, Mayor

Minutes approved by Edina City Council, March 17, 2026. Video Copy of March 3, 2026, meeting available.



Item Number: 6.2

Department: Finance

Item Activity: Action

Prepared By: Pa Thao, Finance Director

Item Title: Payment of Claims

Action Requested:

Approve claims for payment

Information/Background:

For security purposes and to meet [ADA Web Content Accessibility Guidelines \(URL\)](#), the detailed claims reports are not included in the public packet but they are available to City Council through a secure Board Portal. To request the claims reports, please [submit a data request \(URL\)](#).

List of Payment Claims:

1. Check Register Claims Pre-List Dated 02.27.2026 Total \$1,157,627.23
2. Check Register Claims Pre-List Dated 02.28.2026 Total \$89,688.26
3. Check Register Claims Pre-List Dated 02.28.2026 Total \$850,000.00 (1011)
4. Check Register Claims Pre-List Dated 03.06.2026 Total \$4,957,903.71



Item Number: 6.3

Department: Communications

Item Activity: Action

Prepared By: Jennifer Bennerotte, Communications Director

Item Title: Purchase Request: SeeClickFix Annual Software Renewal

Action Requested:

Approve the annual renewal of the City's contract with SeeClickFix for Edina 311 and online "report a problem" functionality with CivicPlus LLC for \$27,108.07.

Requisition Number: 12600079

Vendor: CivicPlus

Equipment Status: N/A

Funding Source: General Fund

Cost: \$27,108.07

Information/Background:

For several years, the City has contracted with SeeClickFix for a customer relationship management (CRM) software solution providing a one-stop tool for the City to receive, track and respond to resident service requests.

To date, 5,864 issues have been reported through the system and fixed. Request types include 50th & France maintenance, bias & discrimination at City buildings and parks, damaged mailbox, dumping of trash and rubbish on City streets, fire hydrant maintenance, food or waterborne illness, general feedback, Green to Go packaging concern, high grass or weeds on private property, improper disposal into the storm drain, machinery or equipment noise complaint, missing or damaged street sign, a non-illness food, pools or lodging complaint, park problem, property maintenance, on-street parking and vehicles, overgrown vegetation near street or sidewalk, property damage, property or sod damage from snowplow, sewer backup and issues, sidewalk concern or damage, snow removal, solid waste & recycling, storm water problem, street lights or traffic signal outage, streets, traffic safety and water issues.

The software is integrated with the Public Works Department's work order management system and the Public Health Division's licensing software, EnerGov by Tyler Technologies.

Resources/Financial Impacts:

The expense will be paid out of the General Fund by the Communications and Public Works departments and Public Health Division. No additional fiscal or operational impact.

Relationship to City Policies/Plans/Budget Pillars:

Report-a-problem features like those offered through Edina 311 help communities identify and resolve issues more quickly by giving residents an easy way to report concerns such as potholes, broken streetlights, graffiti or park maintenance needs. Because residents are often the first to notice these problems, digital reporting tools allow them to share key details – including location, descriptions and photos – so City staff can quickly route the request to the right department and respond more efficiently.

These systems also improve transparency and engagement by allowing residents to track the status of their requests and see when work has been completed. Over time, the data collected helps the City identify trends, prioritize repairs and allocate resources more effectively. In this way, report-a-problem tools turn residents into partners in maintaining a safe, clean and well-maintained community.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Engagement

Edina 311 encourages engagement by empowering residents to actively participate in caring for their community and partnering with the City to keep neighborhoods safe, clean and well maintained.



Equity

The software advances equity by giving all residents a simple, accessible way to report concerns and request service, regardless of whether they know who to contact at City Hall.



Health

Edina 311 promotes health and safety by helping staff quickly address issues such as damaged sidewalks, unsafe intersections or maintenance concerns in parks and public spaces.



Stewardship

The tool also strengthens stewardship by allowing the City to respond efficiently and maintain public infrastructure and community assets.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.4

Department: Communications

Item Activity: Action

Prepared By: Jennifer Bennerotte, Communications Director

Item Title: Purchase Request: Annual CivicPlus Central Software Renewal

Action Requested:

Approve the renewal of the CivicPlus Central software for the City's website, EdinaMN.gov.

Requisition Number: 12600080

Vendor: CivicPlus

Equipment Status: N/A

Funding Source: General Fund

Cost: \$23,726.25

Information/Background:

The City contract with CivicPlus for software for its primary website, EdinaMN.gov, and its subsites hosted on the same platform:

- BraemarArena.com
- CentennialLakesPark.com
- EdinaMN.gov/EconomicDevelopment
- EdinaAquaticCenter.com
- EdinaParks.com
- EdinaSeniorCenter.com
- EdinboroughPark.com
- OpenDoorsEdina.org
- PoliceandFire.training

The fee, which reflects a 5% increase over 2025, includes hosting and support, platinum security, forms encryption and some training.

Resources/Financial Impacts:

The renewal will largely be paid for by the Communications Department out of the General Fund. \$630 of the expense will be paid for by the South Metro Public Safety Training Facility for security for their portion of the website.

Relationship to City Policies/Plans/Budget Pillars:

Central to the City's digital foundation, EdinaMN.gov serves as a central, reliable source of information and services for residents, businesses and visitors. It provides easy access to City news, programs, permits, meeting materials and service requests, helping people find what they need without having to visit City Hall or make a phone call. A well-designed website also improves transparency by sharing information about City decisions, projects and priorities, while offering convenient ways for the

community to connect with staff and participate in local government.



Strong Foundation



Reliable Service



Better Together

Values Impact:



Engagement

The City's website strengthens engagement by helping residents stay informed and participate in community discussions and decision-making.



Equity

The City's website advances equity by making information and services accessible to anyone with an internet connection and by supporting accessibility standards for people with disabilities.



Health

EdinaMN.gov contributes to community health and safety by sharing timely alerts, public safety information and resources that help residents stay informed and prepared.



Stewardship

The site also supports stewardship by delivering services and information efficiently, reducing administrative burden and improving service delivery.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.5

Department: Public Works

Item Activity: Action

Prepared By: Amy Highum, Inventory Control Specialist, Derik Otten, Facility Manager

Item Title: Purchase Request: 2026 Trackless Sidewalk Snow Removal Machine with Accessories

Action Requested:

Approve purchase request 2026 Trackless Sidewalk Snow Removal Machine with accessories from Macqueen for \$247,495.00

Requisition Number: 12600073

Vendor: Macqueen Equipment

Equipment Status: Replacement

Funding Source: CIP

Cost: \$247,495

Information/Background:

This piece of equipment is used to aid in snow removal on city-maintained sidewalks. This piece of equipment is replacing a 2010 trackless snow removal machine that is at the end of its useful life.

Resources/Financial Impacts:

This vehicle was funded through the capital replacement plan as part of the CIP.

Relationship to City Policies/Plans/Budget Pillars:

This piece of equipment removes snow from sidewalks aligning with the Comprehensive Plan, Pedestrian & Bicycle Master Plan and Climate Action Plan. It is included in the Capital Equipment Replacement Plan.



Reliable Service

Values Impact:



Stewardship

Replacing aging equipment at the appropriate time is sound asset management practice.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.6

Department: Public Works

Item Activity: Action

Prepared By: Ross Bintner, Engineering Services Manager

Item Title: Resolution 2026-15: Approving a Grant Application and Agreement between the Metropolitan Council and the City of Edina for Sewer Rehabilitation Work

Action Requested:

Approve Resolution 2026-15 approving a grant application and agreement with the Metropolitan Council for sewer rehabilitation.

Information/Background:

Following approval of the resolution, the Met Council will compute final grant awards and forward a grant agreement for signature. The grant funds reimburse a portion of eligible project costs from 2024 and 2025 for sanitary sewer rehabilitation work.

Resources/Financial Impacts:

These grant funds reimburse costs already incurred to rehabilitate the sanitary sewer to reduce inflow and infiltration. The source of funding is from MN State Bonding.

Relationship to City Policies/Plans/Budget Pillars:

Repair and rehabilitation of sanitary infrastructure helps keep our infrastructure resilient and reliable.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Health

Proper control of sanitary wastes prevents disease.



Stewardship

Maintaining sanitary infrastructure helps keep infrastructure systems working.



Sustainability

Proper treatment of sanitary waste returns water to the environment without causing harm.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



EDINA
MINNESOTA

Resolution 2026-15: Approving a Grant Application and Agreement between the Metropolitan Council and the City of Edina for Sewer Rehabilitation Work

Whereas the Minnesota Legislature has appropriated to the Metropolitan Council funds for a grant program to be administered by the Council for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system (“I/I Municipal Grant Program”); and

Whereas the City of Edina submitted a preliminary application for grant funds and the Council identified the City has a contributor of excessive inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program;

Now therefore be it resolved by the City Council of the City of Edina that the City Council approves the grant application and agreement between the Metropolitan Council and the City of Edina and authorizes the Mayor and City Manager to sign said grant agreement.

Dated: March 17, 2026



Item Number: 6.7

Department: Public Works

Item Activity: Action

Prepared By: Noah Silver, Electrical Supervisor

Item Title: Purchase Request: Streetlight Removal on York and Parklawn Avenues

Action Requested:

Approve Purchase Request for Streetlight Removal on York and Parklawn Avenues by Killmer Electric for \$36,897.00.

Requisition Number: 12600082

Vendor: Killmer Electric

Equipment Status: Removal

Funding Source: Street Lighting Regular Contracted Services

Cost: \$36,897.00

Information/Background:

The existing streetlights on York Ave. from Edinborough Way to north of Parklawn Ave. and on Parklawn Ave. from France Ave. to 76th Street are past their service life. The thirty-eight (38) existing streetlights will be removed by Killmer Electric to prepare for the installation of the new Xcel Energy streetlights.

Resources/Financial Impacts:

This removal is within the streetlight operations budget and part of the City's street lighting replacement plan.

Relationship to City Policies/Plans/Budget Pillars:

This aligns with the Comprehensive Plan and the City's street lighting replacement plan.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Stewardship

Capital assets and infrastructure systems are managed to minimize risk and sustain service levels to be safe and reliable.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.8

Department: Public Works

Item Activity: Action

Prepared By: Chad Millner, Director of Public Works and City Engineer

Item Title: Purchase Request: Geotechnical Services for 2027 Interlachen Blvd Street Reconstruction

Action Requested:

Approve Purchase Request for Geotechnical Services for 2027 Interlachen Blvd Street Reconstruction with Braun Intertec for \$23,750.

Requisition Number: 12600083

Vendor: Braun Intertec Corp

Equipment Status: NA

Funding Source: Special Assessments, Street Levy, Utility Funds, State Aid, PACS

Cost: \$23,750

Information/Background:

This contract will conduct a soils investigation to inform the 2027 Street Reconstruction Project. Soils information helps with the design of the street, how to replace and install utility systems and the analysis of retaining walls.

Resources/Financial Impacts:

This project is funded by special assessment, street levy, utility funds, municipal state aid and PACS.

Relationship to City Policies/Plans/Budget Pillars:

This project aligns with the Comprehensive Plan, Pedestrian & Bicycle Master Plan and Climate Action Plan and is included in the Capital Improvement Plan.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Stewardship

Replacing aging infrastructure at the appropriate time is sound asset management practice.



Sustainability

Providing pedestrian and bicycle transportation options should reduce vehicle miles traveled.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Proposal for Soil Borings and Laboratory Testing Interlachen Blvd Improvements (Board Portal)

February 23, 2026

Proposal 10007921_001

Chad Milner, PE
City of Edina
7450 Metro Boulevard
Edina, MN 55439

Re: Proposal for Soil Borings and Laboratory Testing
Interlachen Boulevard Improvements 2026
East of Blake Road to Mirror Lakes Drive
Edina, Minnesota

Dear Mr. Milner:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide a soil boring and laboratory services for the Interlachen Boulevard Improvements 2026 project at the referenced site.

Project Information

Per the information you provided, we understand the City of Edina has retained Short Elliott Hendrickson, Inc (SEH) to prepare design documents for planned improvements to Interlachen Boulevard. As part of design and planning, SEH has requested Braun Intertec to perform soil boring and laboratory testing services.

Scope of Services

We propose the following tasks based on the provided RFP prepared by SEH. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.



Staking

We understand SEH will stake the boring locations prior to our mobilization. Our crew will leave the stakes at the completed location of each boring for SEH to survey. SEH will provide us with the survey data and a final soil boring location figure for our use.

Utility Clearance

Prior to drilling, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Permits

We will obtain a right-of-way permit with the City of Edina prior to beginning our fieldwork. We assume the City will waive permit fees as we will be completing the work for them. We assume the permit will include a work hour restriction within public right-of-way of 9:00 AM to 3:00 PM during weekdays and our scope and fees account for this restriction.

Traffic Control

Based on aerial images from Google Earth we anticipate performing the borings within the existing drive lane of Interlachen Boulevard. The actual lane will depend on below grade utilities and the lateral distance to the nearby overhead power lines on the south side of the road. Therefore, we have budgeted for 2 days of traffic control including sub-contracted flagger services (Safety Signs) to alert motorists to our work area.

Soil Borings

As requested, we will drill 10 standard penetration test (SPT) borings for the project to depths between 10 to 25 feet below grade. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

The figure below shows an illustration of our proposed boring locations.



Figure 1. Proposed Boring Locations

Figure provided by SEH.



We have also made provisions to obtain 2 thin-walled tube samples of the soils encountered for laboratory testing.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. The borings will not remain open for an extended period to monitor long-term groundwater levels.

In addition to the SPT boring, we will perform the requested 8 hand auger (HA) borings in areas that are inaccessible to our drilling equipment. The manual hand auger borings will be extended to nominal depths of 5 feet below grade and continuous sampling will be obtained.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper and submitting a Sealing Record to the MDH. Based on our proposed subsurface characterization depths, we will seal 50 linear feet of borehole with grout. Our lump sum fee includes those fees associated with the sealing. If deeper soil borings are required, additional fees will apply.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. Laboratory testing will be performed on select recovered samples as requested by SEH. As requested, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	30	D2216	Soil classification, moisture condition, and engineering properties
Dry unit weight	1	D7263	Dry unit weight for use in settlement and bearing capacity analyses
Atterberg limits	6	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Sieve analysis	4	D1140	Soil classification
Organic content	2	D2974	Evaluate suitability of soils for reuse
Unconsolidated-undrained triaxial shear strength	2	D2850	Evaluate undrained shear strength for bearing capacity, settlement, and lateral pressure evaluations



Note we discussed elimination of the laboratory R-value testing with SEH while preparing this proposal, thus, R-value testing is not included.

Reporting

We will prepare a letter-style factual report after completion of the field exploration and requested laboratory testing. The report will include a soil boring location sketch (provided by SEH) and summarize the drilling and laboratory testing results and procedures. No recommendations will be provided at this time. We will only submit an electronic copy of our report to you unless you request otherwise.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 to 5 weeks following receipt of written authorization.
- Field exploration – 2 days on site to complete the soil borings.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 1 week after completion of field exploration.
- Final report submittal – within 2 to 3 weeks after completion of field exploration and laboratory testing.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$23,750. [Table 2](#) provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Task	Fee
Utility Clearance	\$ 600
Drilling – SPT and HA Borings	\$ 9,700
Traffic Control (sub-contracted)	\$ 6,000
Laboratory Testing	\$ 3,900
Coordination and Reporting	\$ 3,550
Total	\$ 23,750

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.


We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Jeff Casmer at 952.995.2314 or jcasmer@braunintertec.com.

Sincerely,

Braun Intertec Corporation


Jeffrey D. Casmer, PE
Project Engineer


Bradley J. McCarter, PE
Director, Senior Engineer

Attachments:
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity (“Consultant”) and the client (“Client”) as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services (“Services”) in connection with the project (“Project”) which are specifically described in this Agreement. Client understands and agrees that Consultant’s Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute “Additional Services.” Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant’s then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant’s profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant’s findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant’s report or shown on Consultant’s sketches reference Project plans or information provided by others or estimates made by Consultant’s personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant’s Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant’s Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client’s possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client’s representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client’s representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment (“PPE”) typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant’s employees are expressly authorized by Client to refuse to work under conditions that may, in an employee’s sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant’s own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client’s property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client’s duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client’s failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant’s performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant’s then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant’s Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant’s field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client’s scheduling demands in accordance with Consultant’s then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant’s price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant’s estimated fees are based upon Consultant’s experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant’s costs for all services performed will be based upon Consultant’s then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client’s obligation to pay for Services under this Agreement is not contingent on Client’s ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client’s successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant’s Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party’s written acceptance of all terms of this Agreement will alter Client’s rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



Item Number: 6.9

Department: Public Works

Item Activity: Action

Prepared By: Jessica Vanderwerff Wilson, Water Resources Coordinator

Item Title: Purchase Request: Mill Pond Harvesting

Action Requested:

Approve purchase request for mechanical harvesting of aquatic vegetation in Mill Pond by Lakes Aquatic Weed Removal for 2026 and 2027 for \$76,430.

Requisition Number: 12600086

Vendor: Lakes Aquatic Weed Removal

Equipment Status: Not Applicable

Funding Source: Special Assessment and Stormwater Utility Fund

Cost: \$76,430.00

Information/Background:

The City provides mechanical harvesting of aquatic vegetation in Mill Pond at the request of residents. Staff requested quotes for the mechanical harvesting of submerged aquatic plants to occur five times during the open water season each in 2026 and 2027. 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 Request for Quotes were received. Staff recommends awarding the contract to Lakes Aquatic Weed Removal for \$76,430 for 2026 and 2027 services.

Resources/Financial Impacts:

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.

Relationship to City Policies/Plans/Budget Pillars:

Service is coordinated consistent with the Water Resources Management Plan Lake & Pond policy.



Reliable Service

Values Impact:



Engagement

The service is requested and paid for by residents.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Contract with Lakes Aquatic Week Removal (Board Portal)

**ENG 26-1NB-MILL
FORM OF AGREEMENT
BETWEEN CITY OF EDINA AND CONTRACTOR
FOR NON-BID CONTRACT**

THIS AGREEMENT made this 17th day of March, 2026, by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“Owner” or “City”) and Lakes Aquatic Week Removal, PO Box 274, Orr, MN 55771 (“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 **\$76,430.00** 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 2027.

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



Item Number: 6.10

Department: Public Works

Item Activity: Action

Prepared By: Jessica Vanderwerff Wilson, Water Resources Coordinator

Item Title: Purchase Request: 2026 Stormwater Model Annual Updates and Water Resources Management Plan Support

Action Requested:

Approve purchase request for professional services for 2026 stormwater model annual updates and Water Resources Management Plan support with Barr Engineering for \$200,000.

Requisition Number: 12600085

Vendor: Barr Engineering

Equipment Status: not applicable

Funding Source: CIP – Stormwater Utility Fund

Cost: \$200,000.00

Information/Background:

As part of the City’s upcoming Water Resources Management Plan (WRMP) update and in support of the City’s flood risk reduction strategy within the WRMP, the City seeks assistance in updating and maintaining citywide stormwater simulation models. These models are used to evaluate the hydrology and hydraulics of the City’s stormwater infrastructure, evaluate flood risk, provide guidance related to permitting and site development, evaluate stormwater system improvement options related to street reconstruction projects, and support planning and prioritization of the City’s flood risk reduction projects. The 2026 updates extend beyond the City’s routine annual stormwater model maintenance and therefore are being proposed under this separate scope of services.

The City is required to update its Water Resources Management Plan (WRMP) on a ten-year cycle, with the next update anticipated to be completed in 2028. Consistent with Minnesota Board of Water and Soil Resources (BWSR) requirements, the purpose of the WRMP is to establish a comprehensive, long-range framework for protecting and improving water resources, managing flood risk, and prioritizing targeted and measurable implementation actions in coordination with watershed district plans.

Resources/Financial Impacts:

This work is captured in the Capital Improvement Plan.

Relationship to City Policies/Plans/Budget Pillars:

Water Resources Management Plan and its Flood Risk Reduction Strategy and Clean Water Strategy.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Engagement

Both the Flood Risk Reduction Strategy and Clean Water Strategy had extensive community engagement.



Equity

Strategies are implemented to reduce hazards/damages and improve natural resources across the community.



Health

Flood risk reduction supports health and safety goals.



Stewardship

Water Resources Management Plan implementation includes projects and programs to care for land and water.



Sustainability

Water Resources Management Plan incorporates flood risk reduction and clean water strategies.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Proposed Scope of Services for 2026 Stormwater Model Annual Updates and Water Resources Management Plan Support (Board Portal)

February 26, 2026

Ms. Jessica Wilson and Mr. Ross Bintner
City of Edina
Engineering Department
7450 Metro Boulevard
Edina, MN 55439

Re: Proposed Scope of Services for Edina 2026 Stormwater Model Annual Updates and Water Resources Management Plan Support

Dear Ms. Wilson and Mr. Bintner:

On behalf of Barr Engineering Co. (Barr), we thank you for the opportunity to continue to assist the city of Edina (City) with stormwater model updates and with updating the Water Resource Management Plan (WRMP). This letter presents our proposed scope of services and associated cost estimate related to the 2026 stormwater model annual updates and support for the WRMP update. The following scope of work is informed by our discussions with City staff on January 21, 2026, and February 24, 2026, data supplied by the City, as well as our experience collaborating with City staff on previous stormwater model and WRMP updates.

Project understanding

We understand that as part of the City's upcoming Water Resources Management Plan (WRMP) update and in support of the City's flood risk reduction strategy within the WRMP, the City seeks assistance in updating and maintaining citywide stormwater simulation models. These models are used to evaluate the hydrology and hydraulics of the City's stormwater infrastructure, evaluate flood risk, provide guidance related to permitting and site development, evaluate stormwater system improvement options related to street reconstruction projects, and support planning and prioritization of the City's flood risk reduction projects.

During a typical annual model update conducted under the City's General Services contract with Barr, the stormwater models are updated to include:

- New or modified storm sewer infrastructure and best management practices (BMPs) constructed through recent site development or City and watershed district stormwater management projects; and
- Targeted refinements in geographic areas undergoing active planning for scheduled street reconstruction.

The 2026 updates extend beyond the City's routine annual stormwater model maintenance and therefore are being proposed under this separate scope of services. Over the past few years, Barr and City staff have discussed the need for broader model updates and the appropriate timing for implementing them, considering other potential updates anticipated in future years. Based on those discussions, the City and Barr determined that completing the following updates as part of the 2026 effort is the most effective, practical, and timely approach to support preparation of the upcoming WRMP.

In addition to the standard annual updates described above, in collaboration with City staff, we have identified the need for several more significant technical updates to ensure the model reflects current data, rainfall science, and software standards. These additional updates include:

- **Incorporating updated surface elevation data based on recently published U.S. Geological Survey (USGS) elevation (LiDAR) data.** Updated LiDAR elevation data collected in 2022 improves the accuracy of ground surface elevations used in the model, which directly affects predicted flood depths and overland flow paths. This update is particularly important given the significant commercial and residential development that has occurred citywide in recent years. Incorporating the most current elevation data ensures the model appropriately reflects these land use changes and provides a more reliable representation of existing flood risk conditions.
- **Updating design storm rainfall depths using draft National Oceanic and Atmosphere Administration (NOAA) Atlas 15 precipitation values.** NOAA Atlas 15 is the forthcoming update to the national rainfall standards used by communities to plan and design stormwater infrastructure. Updating the stormwater model with the most current rainfall information will support a more accurate understanding of flood risk and inform future improvement decisions. NOAA has indicated that preliminary Atlas 15 estimates for the contiguous United States will be released in early 2026, with final published values available later in 2026; accordingly, the model will be set up using the preliminary data and structured so it can be efficiently updated once final Minnesota Atlas 15 values become available.
- **Upgrading the model to the current version of stormwater modeling software (XPSWMM).** Stormwater modeling software is periodically updated to incorporate performance improvements, software refinements, and compatibility with current data standards. Updating the City's model to the current version of XPSWMM aligns with normal lifecycle management practices and helps ensure the model is maintained using up-to-date software tools consistent with current industry practice.

Together, these updates will provide the City with a more accurate and consistent stormwater modeling framework to support flood risk reduction, development review, short-term stormwater infrastructure improvement planning, and long-term capital planning. Completing these updates concurrently will establish a new modeling baseline from which future year-to-year comparisons of flood inundation and system performance can be made. Accordingly, this scope includes both the City's typical annual stormwater model updates and the additional enhancements needed to ensure the model continues to provide the best available information for evaluating current and future flood risk.

The City is required to update its Water Resources Management Plan (WRMP) on a ten-year cycle, with the next update anticipated to be completed in 2028. Consistent with Minnesota Board of Water and Soil Resources (BWSR) requirements, the purpose of the WRMP is to establish a comprehensive, long-range framework for protecting and improving water resources, managing flood risk, and prioritizing targeted and measurable implementation actions in coordination with watershed district plans.

In addition, the 2028 WRMP will, for the first time, be required to meet Americans with Disabilities Act (ADA) accessibility standards. Meeting these requirements will involve a review of the existing WRMP document and updates to formatting, graphics, and presentation of information to ensure accessibility for all users.

To support this effort, the City is requesting Barr's assistance to complement City staff as they prepare the updated WRMP. City staff anticipate they will develop the majority of the plan content, with Barr providing targeted technical support, assistance with select plan sections (as needed), coordination with watershed district requirements as they are finalized, and document preparation support. Watershed districts are expected to release updated WRMP requirements in 2026, and the City intends to begin updating the WRMP once those requirements are available.

Scope

The tasks to update the stormwater models and associated results are described in more detail below.

Task 1 Review and Update Elevation-Dependent Model Inputs

Barr will update elevation-dependent components of the City's stormwater model using newly available 2022 LiDAR elevation data. Using geographic information system (GIS) tools, we will regenerate watershed boundaries across the city at the same level of detail as the existing models and within the current model extents. Watersheds developed using the new LiDAR elevation data will be compared to the existing watersheds to identify areas where changes to topography or recent development may affect drainage patterns. Based on this comparison and known site improvements, we will identify areas where watershed boundary updates are warranted and will review these findings with City staff.

For watersheds selected for update, we will revise associated hydrology parameters and storage curves using established methodologies developed for the City and maintaining the infiltration method currently used in each model. Bathymetric data collected for waterbodies in 2022 will be integrated into the storage curve relevant to the corresponding watersheds.

One-dimensional (1D) model areas will be reviewed to identify areas where updated ground elevations result in meaningful changes to surface overflow elevations. Areas exceeding a defined elevation-change threshold will be updated, based on the potential impact to modeled flood extents. This review will combine GIS-based screening with targeted manual review. As in prior years, specific areas of development or concern identified by the City will receive additional focused evaluation, with surface flow paths adjusted as appropriate.

For model areas that currently include two-dimensional (2D) surfaces for defining topography, we will update the 2D elevation surfaces (grids) using the new LiDAR elevation data.

Task 2 Review Updated Stormwater Infrastructure Data

Consistent with the City's typical annual stormwater model update process, Barr will review updated stormwater infrastructure data provided by the City, including pipes, manholes, and best management practices (BMPs). The 2026 GIS data will be compared to the data used for the prior year's model update to identify new infrastructure, relocated features, or changes to attributes that may affect model inputs.

Infrastructure features identified through this comparison will be reviewed to determine whether updates to the stormwater model are warranted. Where updates are needed, the revised GIS data

will be incorporated into the model. City-provided as-built drawings will also be reviewed to supplement model inputs, especially focusing on BMPs that have been recently constructed or modified.

Based on the GIS comparison and review of available as-built information, Barr will develop a targeted data request identifying specific drawings, clarifications, or additional information needed to support model updates. Barr will also review tracked model update areas with City staff to confirm which locations should be included in the 2026 update. Any additional information provided by the City will be reviewed and incorporated into the model as appropriate.

Task 3 Update and QAQC Stormwater Models

Barr will update the City's stormwater models using the identified inputs developed under Tasks 1 and 2, based on updated 2022 LiDAR elevation data, GIS infrastructure data, as-built drawings, and additional information provided by the City. Model maintenance tasks identified and tracked during Barr's 2025 annual update will also be reviewed and incorporated as appropriate.

As part of the 2026 update, Barr will transition the models to the current version of the XPSWMM stormwater modeling software to maintain consistency with current modeling standards and practices.

Barr will update design storm rainfall depths using draft NOAA Atlas 15 precipitation values. While final Atlas 15 values are anticipated to be published later in 2026, storm event depths are not expected to change materially from the draft values; therefore, the draft Atlas 15 rainfall depths will be applied at this time. The existing MSE3 temporal distribution will continue to be used to represent how rainfall occurs over the duration of the storm. The models will be updated to represent surface flooding for storm events up to and including the 100-year, 24-hour design storm.

Following incorporation of these updates, the models will undergo quality assurance and quality control (QAQC) review. This review will be completed by the modeler implementing the updates and independently by another Barr staff member familiar with the City's stormwater modeling methodology.

Task 4 Process Model Results and Develop Project Documentation

The approach for processing model results and developing project deliverables will generally follow the same approach used for the 2025 stormwater model annual update. Barr will prepare flood inundation maps utilizing the maximum water surface elevation resulting from the 10-year, 24-hour storm event, as well as the peak water surface elevation observed during either the 100-year, 24-hour storm or the 100-year, 10-day snowmelt events.

The watershed dataset will be updated to reflect watershed boundary changes completed under Task 1 and reviewed for any updates to attribute information used by the City for flood risk assessment and planning. Potentially impacted structures will be identified by intersecting building footprint data (principal structures) with the 100-year flood inundation mapping.

The identified potentially impacted structures will be reviewed using City-provided survey data, modeled peak water levels, and flood inundation mapping to confirm their classification as potentially

impacted. This review will help ensure consistency and accuracy in how flood risk information is interpreted and applied.

Barr will prepare a memorandum summarizing the model updates completed as part of the 2026 effort and documenting the updated deliverables provided to the City.

Task 5 Water Resources Management Plan Support

At this stage, prior to receiving specific watershed district requirements, it is challenging to precisely define the level of consultant support that will be needed for the WRMP update. To provide flexibility, we have included an allowance of \$50,000 to support the City, as needed, with the development of the updated WRMP.

Potential tasks that may be completed under this allowance include, but are not limited to:

- Review of the existing WRMP for Americans with Disabilities Act (ADA) compliance and development of a recommended format for the updated document
- Review of watershed district WRMP requirements and guidance to the City on how to address those requirements
- Update current Appendix A of the WRMP, which documents the City's stormwater modeling
- Assistance with incorporating the City's clean water strategy into the updated WRMP

As an initial step, we will meet with City staff once watershed district requirements are available (anticipated by the end of 2026 or early 2027) to confirm the specific support needed, define anticipated deliverables, and establish a schedule for the selected WRMP support services.

Deliverables

Project deliverables will include:

- Memorandum summarizing the 2026 model updates, model results, and all deliverables
- GIS geodatabase with the following model inputs and results
 - Watershed polygons
 - 10-year and 100-year inundation polygons
 - Potentially impacted structures polygons
- GIS geodatabase for updating the City's "What is my flood risk?" public-facing application
 - Edina parcel polygons indicating potential flood impacts
- PDFs of GIS Map Books showing model updates and results across the City
 - Utility updates
 - 10-year inundation
 - 100-year inundation
 - 100-year inundation with potentially impacted structures
 - Landlocked basins

Estimated Schedule

We are prepared to begin this work as soon as we are provided with a notification to proceed. An estimated project schedule is outlined in the table below.

Table 1 Estimated project schedule

#	Task	Estimated Start Date	Estimated End Date
1.	Review and Update Elevation-Dependent Model Inputs	March 2026	June 2026
2.	Review Updated Stormwater Infrastructure Data	March 2026	June 2026
3.	Update and QAQC Stormwater Models	June 2026	October 2026
4.	Process Model Results and Develop Project Documentation	October 2026	January 2027
5.	Water Resources Management Plan Support	December 2026	TBD*

*Water Resources Management Plan support schedule will be discussed with the City as the first step of work under that task.

Estimated Cost

The total estimated cost for the scope of services described above is shown in Table 2. Any additional work not in this scope document will be discussed with City staff before proceeding. We will provide regular project status and budget updates to City staff and will not exceed the total estimated cost shown in Table 2 without authorization from the City.

Table 2 Estimated project cost

	Task	Estimated cost
1.	Review and Update Elevation-Dependent Model Inputs	\$38,000
2.	Review Updated Stormwater Infrastructure Data	\$15,000
3.	Update and QAQC Stormwater Models	\$67,000
4.	Process Model Results and Develop Project Documentation	\$30,000
5.	Water Resources Management Plan Update Support	\$50,000
	Total	\$200,000

Assumptions

This proposed scope, schedule, and cost is based on the following assumptions:

- The stormwater models will continue to be used to evaluate the 10-year 24-hour and 100-year 24-hour storm events as well as the 100-year 10-day snowmelt event, consistent with current City practice.

- The existing six stormwater models will be maintained, and the geographic extent of each model will remain unchanged.
- The cost estimate assumes that approximately 25-percent of surface flow locations within the 1D model areas will require manual review and potential adjustment. If review indicates that a greater proportion of locations require adjustment, additional scope and budget may be required, and the project schedule may need to be adjusted accordingly.
- Watersheds represented in the models that extend beyond the city boundary will remain unchanged, unless minor modifications are required to ensure alignment with updated watersheds within the City at the boundary.
- Boundary conditions outside of the model extent from the Nine Mile Creek and Minnehaha Creek stormwater models will not be updated as part of this effort (i.e., we will continue to use watershed district models representing Atlas 14 rainfall depths until they provide updated models).
- Draft Atlas 15 storm event depths will be used for 2026 modeling and mapping and will be published by June 2026.
- The 100-year 24-hour storm event depth will not increase more than 0.2 inches when compared to Atlas 14 depths. If the storm event depth increases more than this amount, additional effort may be required to model surface overflows.
- Documentation and associated deliverables under Task 4 of this scope of work will be the same as the 2025 stormwater model annual update. As these are internal review documents developed for use between the City and Barr, these deliverables will not be prepared to meet ADA requirements.
- The scope of work does not include site investigations, field verification, or additional data collection beyond the information provided by the City.

Barr will complete the proposed scope of work on a time and expense basis in accordance with the Master Agreement for Professional Engineering Services between Barr and the City.

We appreciate the opportunity to provide stormwater modeling services to the City of Edina and look forward to working with you on this project. If the proposed scope of services is satisfactory, please sign a copy of this letter in the space provided, and return it to us. If you have any questions about the scope of services, please contact Sarah Stratton (952-832-2860, ss Stratton@barr.com) or Kelly Miller (218-262-8623, kelly.miller@barr.com).

Sincerely,



Sarah Stratton, CFM
Vice President, Principal in Charge



Kelly Miller, PE
Project Manager

[signature page follows]

Accepted this _____ day of _____, 20____

City of Edina

By _____

Its _____



Item Number: 6.11

Department: Public Works

Item Activity: Action

Prepared By: Amy Highum, Inventory Control Specialist, Derik Otten, Facility Manager

Item Title: Purchase Request: 2026 Ford F-600 with Accessories

Action Requested:

Approve purchase request for 2026 F-600 with Accessories from Midway Ford and Aspen Equipment for \$219,138.00.

Requisition Number: 12600088

Vendor: Midway Ford/Aspen Equipment

Equipment Status: Replacement

Funding Source: CIP

Cost: \$219,138

Information/Background:

Purchase of 2026 Ford F-600 to assist in the day-to-day operations of the Utilities Division.

Resources/Financial Impacts:

This vehicle was funded through the capital equipment replacement plan as part of the CIP.

Relationship to City Policies/Plans/Budget Pillars:

Maintenance vehicle allows staff to provide reliable services at community assets.



Reliable Service

Values Impact:



Stewardship

Replacing aging equipment at the appropriate time is sound asset management practice.



Sustainability

The Green Fleet Policy guides staff to choose vehicles based on intended use and needs while also considering carbon emissions.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.12

Department: Parks & Recreation

Item Activity: Action

Prepared By: Rachel DeVries, Park Planner

Item Title: Purchase Request: Ash Tree Removal and Replacement Grant Additional Plantings

Action Requested:

Approve Purchase Request for additional tree replacement plantings with Hoffman & McNamara Company for \$73,370.

Requisition Number: 12500080

Vendor: Hoffman & McNamara Co

Equipment Status: Replacement

Funding Source: Grant

Cost: \$73,370

Information/Background:

The City of Edina received grant funding through the Minnesota Department of Natural Resources (DNR) Shade Tree Bonding Grant to assist with the removal and replacement of 160 Ash trees on City Property. Funding and budget allowed for the removal of 140 additional trees for a total of 300 trees. The grant requires replacement of removed trees at a rate of two new trees per one removed. This change order is for the planting, care, and maintenance of an additional 180 trees making a contractor total of 500 trees and a city planted contribution of an additional 100 trees.

Resources/Financial Impacts:

DNR Grant Funding

Relationship to City Policies/Plans/Budget Pillars:

This project enhances tree canopy and supports greenspace goals of CAP and forestry workplans.



Strong Foundation



Reliable Service



Livable City

Values Impact:



Equity

Tree removals and replacements support residents throughout the community including high heat risk areas.



Health

The increase in tree canopy improves air quality and reduces the heat island effect in right of ways and public parks.



Stewardship

The planned removals and replacements allow fo know expenses and costing.



Sustainability

Meets numerous goals to reduce heat and climate impacts. Improves healthy tree canopy.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Ash Tree Replacement Change Order 2 (Board Portal)



CHANGE ORDER NO.2

Improvement No's: BID25119

Contract No: P&R25001 **Contract Date:** April 1, 2025

Type of Work: Tree Planting, Water Bags, and maintenance through 2027

Location: Various locations throughout the City of Edina

Contractor: Hoffman and McNamara Co

Address: 9045 180th St E. Hastings, MN 55033

Description of Change: Additional 180 Tree plantings, watering bags, and maintenance through 2027

ITEM	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	Traffic and Safety Control	LS	1	\$2,000	\$2,000
4	Tree Planting	EA	180	\$323.50	\$58,230
5	Tree Bags and Installation	EA	180	\$24.00	\$4,320
6	Tree Maintenance through 2027	EA	180	\$49.00	\$8,820

TOTAL CHANGE ORDER NO.2 \$73,370

IN ACCORDANCE WITH THE CONTRACT AND SPECIFICATIONS, THE CONTRACT AMOUNT SHALL BE ADJUSTED IN THE AMOUNT OF **\$73,370**, AND EXTENSION OF **0** SHALL BE ALLOWED FOR COMPLETION OF THE PROJECT. THERE IS NO CHANGE TO THE **DECEMBER 31,2007** COMPLETION DATE.

Amount of Original Contract	Change Order 1 Additions	Change Order 2 Additions	Total Deductions	Amount of Adjusted Contract
\$281,960.00	133,922.00	\$73,370	\$0	\$489,252

Approved

Contractor:

City of Edina:

By: _____

By: _____

Title: _____

Title: City Manager

Date: _____

Date: _____

ENGINEERING DEPARTMENT

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



Item Number: 6.13

Department: Public Works

Item Activity: Action

Prepared By: Amy Highum, Inventory Control Specialist, Derik Otten, Facility Manager, Perry Vetter, Parks & Recreation Director

Item Title: Purchase Request: 2026 Ford F-150 Hybrid

Action Requested:

Approve Purchase Request for 2026 F-150 Hybrid from Midway Ford for \$49,001.15.

Requisition Number: 12600072

Vendor: Midway Ford Company

Equipment Status: Replacement

Funding Source: CIP

Cost: \$49,001.15

Information/Background:

This 2026 Ford F-150 Hybrid will assist in the day-to-day operations of the Parks Maintenance Division.

Resources/Financial Impacts:

This vehicle was funded through the capital equipment replacement plan as part of the CIP.

Relationship to City Policies/Plans/Budget Pillars:

Maintenance vehicle allows staff to provide reliable services at community assets.



Reliable Service

Values Impact:



Stewardship

Replacing aging equipment at the appropriate time is sound asset management practice.



Sustainability

The Green Fleet Policy guides staff to choose vehicles based on intended use and needs while also considering carbon emissions.

Supporting Documentation:

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None



Item Number: 6.14

Department: Public Works

Item Activity: Action

Prepared By: Amy Highum, Inventory Control Specialist, Derik Otten, Facility Manager, Perry Vetter, Parks & Recreation Director

Item Title: Purchase Request: Two 2026 Ford F-250's

Action Requested:

Approve purchase request for two 2026 F-250's from Midway Ford for \$110,411.68 for the Park Maintenance Division.

Requisition Number: 12600071

Vendor: Midway Ford Company

Equipment Status: Replacement

Funding Source: CIP

Cost: \$110,411.68

Information/Background:

These two 2026 Ford F-250's will assist in the day-to-day operations of the Parks Maintenance Division.

Resources/Financial Impacts:

This vehicle was funded through the capital equipment replacement plan as part of the CIP.

Relationship to City Policies/Plans/Budget Pillars:

Maintenance vehicle allows staff to provide reliable services at community assets.



Reliable Service

Values Impact:



Stewardship

Replacing aging equipment at the appropriate time is sound asset management practice.



Sustainability

The Green Fleet Policy guides staff to choose vehicles based on intended use and needs while also considering carbon emissions.

Supporting Documentation:

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None



Item Number: 6.15

Department: Public Works

Item Activity: Action

Prepared By: Amy Highum, Inventory Control Specialist, Derik Otten, Facility Manager, Perry Vetter, Parks & Recreation Director

Item Title: Purchase Request: 2026 Ford F-450 with Accessories

Action Requested:

Approve purchase request for 2026 F-450 with Accessories from Midway Ford and Aspen Equipment for \$109,587.00.

Requisition Number: 12600070

Vendor: Midway Ford/Aspen Equipment

Equipment Status: Replacement

Funding Source: CIP

Cost: \$109,587.00

Information/Background:

Purchase of 2026 Ford F-450 with accessories will assist in the day-to-day operations of the Parks Maintenance Division.

Resources/Financial Impacts:

This vehicle was funded through the capital equipment replacement plan as part of the CIP.

Relationship to City Policies/Plans/Budget Pillars:

Maintenance vehicle allows staff to provide reliable services at community assets.



Reliable Service

Values Impact:



Stewardship

Replacing aging equipment at the appropriate time is sound asset management practice.



Sustainability

The Green Fleet Policy guides staff to choose vehicles based on intended use and needs while also considering carbon emissions.

Supporting Documentation:

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None



Item Number: 6.16

Department: Parks & Recreation

Item Activity: Action

Prepared By: Jesse Buchholz, General Manager

Item Title: Purchase Request: Professional Services Agreement for Braemar Field Sports Dome Installation and Takedown

Action Requested:

Approve the Purchase Request for Professional Services Agreement for Braemar Field Sports Dome Installation and Takedown of the seasonal air-supported dome with Joseph E. Johnson & Sons Construction, LLC for \$93,950.

Requisition Number: 12600087

Vendor: (141864) Joseph E Johnson & Sons Construction LLC

Equipment Status: NA

Funding Source: Operating Budget

Cost: \$93,950

Information/Background:

Braemar Field utilizes a seasonal dome structure that is installed in the fall and removed in the spring to allow for year-round use of the facility. Due to the size and complexity of the structure, the installation and removal require a contractor with specialized equipment and experience working with air-supported dome facilities. Staff is recommending approval of a contract with a qualified contractor who specializes in the installation and removal of dome structures to ensure the work is completed safely, efficiently, and according to manufacturer specifications. The contractor will be responsible for the oversight of seasonal setup and takedown of the dome at Braemar Field. The proposed agreement covers dome take down and installation services from May 2026 through October 2028 and establishes not-to-exceed fees for each scheduled installation and removal.

Resources/Financial Impacts:

Funding for the seasonal installation and removal of the Braemar Field Dome is included in the adopted operating budget for Braemar Field operations. This service has been provided through an ongoing contract to support the annual installation in the fall and removal in the spring.

No additional fiscal or operational impact beyond the contracted service is anticipated.

Relationship to City Policies/Plans/Budget Pillars:



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Health

The seasonal dome at Braemar Field allows residents and community organizations to remain active during winter months when outdoor field access is limited. Maintaining the dome supports year-round recreation opportunities that promote physical activity, wellness, and community engagement.



Stewardship

Using a contractor that specializes in the installation and removal of air-supported dome structures helps ensure the work is completed safely and according to manufacturer specifications. This approach protects the City's infrastructure investment, reduces operational risk, and helps ensure the facility remains reliable for community use.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.17

Department: Police

Item Activity: Action

Prepared By: Aaron White, Deputy Chief

Item Title: Purchase Request: Bi-Directional Radio Amplifiers with ANCOM Communications

Action Requested:

Approve the purchase request for bi-directional radio amplifiers with ANCOM Communications for \$25,512.00.

Requisition Number: 12600090

Vendor: ANCOM Communications

Equipment Status: Maintenance

Funding Source: Public Safety Grant Funds

Cost: \$25,512.00

Information/Background:

Replacement of two bi-directional amplifiers for in-building Public Safety radio coverage at City Hall and Public Works. Existing bi-directional amplifiers are more than 10 years old and beyond their service life. This is planned preventative maintenance, within budget, and funded with Public Safety Grant funds.

Resources/Financial Impacts:

No additional fiscal or capacity impact.

Relationship to City Policies/Plans/Budget Pillars:



Reliable Service

Values Impact:

N/A

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.18

Department: Parks & Recreation

Item Activity: Action

Prepared By: Jesse Buchholz, General Manager

Item Title: Purchase Request: Water Heaters for Braemar Arena

Action Requested:

Approve Purchase Request for two new water heaters at Braemar Arena with Richfield Plumbing Company for \$43,030.19.

Requisition Number: 12600089

Vendor: (100977) Richfield Plumbing Company

Equipment Status: NA

Funding Source: Operating Budget

Cost: \$43,030.19

Information/Background:

The two existing water heaters at the facility are inoperable and are past their equipment lifecycle. Replacement units are required to serve locker rooms and ice resurfacers. Properly heated water is critical for ice-making operations, as well as for providing safe and comfortable conditions in locker rooms. Installing two new water heaters in the designated mechanical rooms will restore reliable hot water service, ensure the safety of staff and patrons, and maintain consistent ice quality. This is a critical equipment replacement that is needed prior to the phase of the renovation project now that the overall concept for renovation is known.

Resources/Financial Impacts:

Funding for the purchase and installation of the two water heaters is available in the adopted Braemar Arena operating budget. No additional fiscal or operational impact is anticipated beyond the purchase and installation. Ongoing maintenance and operational costs are included in the existing facility operations budget.

Relationship to City Policies/Plans/Budget Pillars:



Strong Foundation



Reliable Service

Values Impact:



Health

Properly heated water is essential for safe locker room use and ice-making operations, supporting the health and safety of staff and facility users.



Stewardship

Replacing aging, inoperable water heaters with modern, efficient units demonstrates responsible management of city infrastructure and public resources.



Sustainability

Installing energy-efficient water heaters reduces energy consumption and contributes to the City's sustainability goals.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.19

Department: Public Works

Item Activity: Action

Prepared By: Andrew Reinisch, Engineering Technician

Item Title: Purchase Request: 2026 Residential & Small Site Review Support Professional Services

Action Requested:

Approve Purchase Request: 2026 Residential & Small Site Review Support Professional Services with Bolton & Menk Inc. for \$65,966

Requisition Number: 12600091

Vendor: Bolton Menk

Equipment Status: NA

Funding Source: Water, Sanitary Sewer, and Storm Sewer Utilities

Cost: \$65,966

Information/Background:

This contract from Bolton & Menk is continued support for the City’s residential and small site plan reviews. The volume of plan reviews along with the required onsite inspections are generally higher between the months of May and October and City staff does not always have the capacity to meet the demands of the plan reviews in a timely manner.

Resources/Financial Impacts:

This contract is funded by the Water, Sanitary Sewer, and Storm Sewer Utilities.

Relationship to City Policies/Plans/Budget Pillars:

This project aligns with the Comprehensive Plan and Water Resources Management Plan.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Engagement

Residents have voiced concerns with residential redevelopment and the required storm water requirements. This contract ensures permit applications meet our code requirements.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None



Item Number: 6.20

Department: Administration

Item Activity: Action

Prepared By: Kari Sinning, Deputy City Clerk

Item Title: Liquor License Renewals

Action Requested:

Approve liquor license renewals for six establishments.

Information/Background:

After administrative review and completion of background checks, the below establishments are in compliance with Edina City Code and staff recommends renewal of their liquor licenses valid from April 1, 2026, to March 31, 2027.

On-Sale Intoxicating with Sunday Sale

- NoMa Hi-Fi
- Puttshack
- Therese

On-Sale Wine and 3.2 Percent Malt Liquor

- Edina Heights Senior Living
- Sweet Paris Creperie and Café

On-Sale 3.2 Percent Malt Liquor

- El Camino Gourmet Tacos

Supporting Documentation:

None



Item Number: 6.21

Department: Administration

Item Activity: Action

Prepared By: Kari Sinning, Deputy City Clerk

Item Title: On-Sale Intoxicating Liquor License: RH F&B Minnesota LLC dba RH (Restoration Hardware)

Action Requested:

Approve On-Sale Intoxicating and Sunday Sale liquor licenses for RH F&B Minnesota LLC dba RH (Restoration Hardware).

Information/Background:

RH (Restoration Hardware), located at 6801 France Ave S, has applied for an On-Sale Intoxicating and Sunday Sale liquor licenses instead of their On-Sale Wine license. Staff reviewed the application and found that it complies with city code requirements and a background investigation was completed by the Police Department. Staff recommends approval of the liquor license.

Supporting Documentation:

None



Item Number: 7.1

Department: Police

Item Activity: Information

Prepared By: Kendall Smaby, Administrative Coordinator

Item Title: Citizen Award Presentation

Action Requested:

None, Information Only.

Information/Background:

YMCA employees James Parker and Brian Myers saw a swimmer floating face down in the water and did not hesitate to jump in the water and pull the individual to the side of the pool. They began CPR, attached an AED, and provided rescue breaths before Police Officers and EMTs arrived. Because of their swift action, the individual regained consciousness and was transported to the hospital alive and talking.

Supporting Documentation:

None



Item Number: 7.2

Department: Police

Item Activity: Information

Prepared By: Kendall Smaby, Administrative Coordinator

Item Title: Recognition for Officer of the Year, Firefighter of the Year, and Public Safety Employee of the Year

Action Requested:

None, Information Only.

Information/Background:

Presentation to Gaby Doyle for 2025 Officer of the Year, Fire Captain Todd Porthan for 2025 Firefighter of the Year, and Donna Nelson for 2025 Public Safety Employee of the Year.

Supporting Documentation:

None



Item Number: 8.1

Department: Community Development

Item Activity: Action

Prepared By: Bill Neuendorf, Economic Dev Mgr

Item Title: Sale of Property at 5146 Eden Avenue to Arcadia Ave Partners, LLC

Action Requested:

Adopt resolution 2026-16 approving the sale of city property located at 5146 Eden Avenue and approve a contract for private development with Hempel Real Estate and Monarch Partners dba Arcadia Ave Partners, LLC and authorize staff to carry out the terms therein.

Information/Background:

The vacant property at 5146 Eden Avenue has been owned by the City of Edina or Edina Housing and Redevelopment Authority (HRA) since 1962 and has been vacant since the outdated City facility was demolished in 2013. In spring 2025, new proposals were solicited to redevelop the site. A Request for Proposal was issued in March 2025 and distributed to the real estate development community.

Last year, the HRA considered each of the eleven (11) responses and interviewed five of the teams. After the interviews, the HRA selected a team lead by Hempel Real Estate and Monarch Development Partners to purchase and develop the vacant site. Subsequently, input was sought from the Planning Commission to affirm that the sale of land for mixed-use development with commercial and owner-occupied multi-family housing would be consistent with Edina’s Comprehensive Plan. After the approval of Planning Commission Resolution B-25-12, the HRA conveyed the property to the City.

City staff and City Attorney negotiated terms of sale with the development team and prepared the attached Contract for Private Development for final consideration. The buyer is agreeable to the terms and conditions of the contract. Based on the evaluation of possible outcomes for this site, staff recommends that the contract be approved.

BACKGROUND

The vacant property at 5146 Eden was purchased by the Village of Edina in 1962 to accommodate expansion of its Public Works Department. The ownership was later transferred to the Edina HRA. The 3-acre site has been vacant since the outdated public works facility was demolished in 2013.

This site has been studied on many occasions when the City began to seek larger sites for the Public Works Department in 2008. Previous concepts and proposals to redevelop the site with a combination of public and private uses were not successful. Many conditions have changed since the early concept planning was completed in 2012. Metro Transit is no longer interested in locating a park-and-ride in this area. The City Council selected a site in the Greater Southdale area for the new Edina Art Center. After several years of discussion and fiscal evaluation, the City Council does not intend to incur additional public debt to construct a new large-scale community building at this site.

The most recent development program that included senior cooperative housing, a restaurant and public park faced escalating costs and was unable to secure private financing. That purchase agreement was terminated in October 2023.

NEW PROPOSALS SOUGHT IN MARCH 2025

In March 2025, the HRA issued a new Request for Proposal (RFP) to reassess interest in the property. The RFP document prioritized ownership housing and missing middle type housing along with new commercial space arranged to improve walkability in the area. This process was selected because of the realization that the HRA sought to see the site redeveloped rather than sold speculatively. This process is likely to achieve a higher purchase price for the City and establish enforceable criteria to see the site redeveloped promptly.

In response to the Request for Proposal that was issued by the Edina HRA in March 2025, eleven different real estate development teams submitted proposals. The development teams who submitted proposals included:

- Crowe Companies, Assembly MN
- CSM Corporation
- Gramercy Development, LLC
- Hempel Real Estate, Monarch Development Partners, Jester Concepts, Rokos Advisors
- Lifestyle Communities, RonClark Construction
- Noor Companies, Wellington Management, Inc.
- Onward Investors, LLC, Ebenezer Homes, Leap Development, SETT Partners
- Opus Development Company, LLC
- Real Estate Equities
- Roers Companies
- Sherman Associates, Twin Cities Habitat for Humanity

The concepts from these development teams included a variety of project types including: senior cooperatives, townhouses (ownership and rental), rowhouses (rental), condominiums, senior apartments, family apartments, general purpose apartments (all-ages), professional office and commercial (retail, restaurant, events or service).

The residential elements in these proposals also included several different pricing models including: affordable housing, attainable housing, market rate housing, luxury housing and mixed-income housing.

The purchase price anticipated in these proposals ranged from \$1+ to nearly \$6 million. The anticipated density ranged from 20 to 72 units per acre – all within the limits of the Comprehensive Plan.

These proposals were reviewed by City staff and by the HRA Board in May 2025. Five (5) of the development teams were deemed to be most responsive to the RFP and were invited to make a formal presentation to the HRA Board. These presentations occurred on July 24, 2025, in a televised meeting of the HRA Board.

EVALUATION FACTORS

As the HRA Board evaluated the possible buyers for the site, Edina's Budget Pillars and Budget Values were taken into consideration. The Budget Pillars include:

- Strong Foundation: Maintain physical assets and infrastructure
- Reliable Service: Maintain service levels that best meet community needs
- Livable City: Plan for connected and sustainable development
- Better Together: Foster an inclusive and engaged community

The Budget Values include:

- Stewardship: We make wise investments that focus on the best long-term value for residents.
- Equity: provide equitable opportunities for people to participate in their City government and access City institutions, facilities, and services.
- Health: use a Health-in-All Policies approach (HiAP) to promote and protect the physical, mental, and social wellbeing of all people who live, work, or visit Edina.
- Sustainability: ... policies, decisions, and plans have a positive impact on people and the planet now and for future generations.

Applying these pillars and values to a real estate transaction, the following four measures were taken into consideration:

- A. Compatibility with HRA Vision
 - Grandview 7 Guiding Principles
 - Comprehensive Plan
 - Priorities expressed in RFP
- B. Community Impact
 - Fiscal impact
 - Overall impact
 - Would you be proud to see completed
- C. Estimated Land Value
 - Unrestricted one-time revenue
 - Need for City funding (TIF, etc)
- D. Closing the Deal
 - Likelihood that external funding can be secured
 - Likelihood that land can be sold in timely fashion

In considering the possible options, the HRA Board compared the likely outcomes of the five finalists and considered how each proposal aligned with the multiple priorities originally identified in the RFP for this site. It is recognized that no single project is likely to achieve all the priorities simultaneously.

1. Grandview 7 Guiding Principles
2. Home ownership opportunities
3. Affordability and Attainability
4. Commercial uses to supplement multi- family
5. Walkable and Connected
6. Scale and Massing

7. Outdoor green space
8. Efficient parking
9. Highest reasonable land value
10. Close in a reasonable time-frame

In selecting the preferred real estate developer, the HRA Board also took these questions into consideration:

- What are the City’s highest priorities for this site?
- Which developer can best deliver an acceptable balance of priorities?

IDENTIFYING PREFERRED DEVELOPMENT TEAM

While several of the finalists made compelling offers, the team lead by Hempel Real Estate and Monarch Development Partners submitted a proposal that can simultaneously achieve an outstanding balance of desirable outcomes on the site. Their proposal includes missing-middle scale ownership housing (townhouses and condominiums) that is rarely being constructed in Edina and also includes a highly visible commercial building intended to include a family-friendly sit-down restaurant with both indoor and outdoor dining. The buildings are arranged in a manner to create new pedestrian routes that connect to adjacent properties to improve the general walkability of this neighborhood.

The conceptual site plan is shown below. It is recognized that this is an early concept and will evolve as more is known about the property and market conditions. The City will apply the typical development review and site plan review processes including (1) sketch plan review, (2) preliminary rezoning and (3) site plan review and final rezoning and site plan approvals. The developer will privately finance the project and does not anticipate a need for Tax Increment Financing to support the infrastructure costs.



PROJECT BENEFITS AND DESIRED OUTCOMES

The proposal submitted by Hempel Real Estate and Monarch Development Partners provides many benefits to the City and community at large. Upon completion, many desirable outcomes can be achieved by redeveloping the vacant site in the manner proposed by the buyers. These benefits include:

- a. Ownership housing units
 - o Focused toward luxury / market-rate price points
 - o Targeted to local households seeking to downsize
- b. Two possible options to support Affordable Housing in Edina
 - o Developer can price 10% of units on-site to 80% AMI buyer, or provide a fee-in-lieu of on-site units
 - o Fee in lieu is the most likely strategy
- c. Contribute to Affordable Housing Fund in lieu of subsidizing on site units
 - o \$40k contribution per unit delivered
 - o Greater level of financial support than typical calculation in City policy
 - o City can use these funds to support affordability elsewhere in Edina
- d. Missing middle scale
 - o Townhouses and modestly scaled condominium building
- e. New commercial space
 - o Provide goods and services
- f. New sidewalks, landscaping, and outdoor spaces
 - o Improve walkability and livability
- g. Strong purchase price (\$4 million)
 - o Ability to privately finance using traditional debt and equity
- h. Contribution to Parks & Recreation fund
 - o mandatory Park Dedication Fees (approx. \$160k to \$300k)
- i. Contribution to City's water and sewer funds
 - o mandatory development fees (approx. \$170k to \$320k)
- j. Conversion of tax-exempt property to 'taxable'
- k. Strong increase to property tax base
 - o estimated new market value \$50+ to \$90+ million
- l. Strong contribution to tax rolls of City, Schools, County & State
 - o After stabilization, site expected to contribute approx. \$145k to \$275k property taxes to the City.

KEY TERMS OF REAL ESTATE CONTRACT

After selection of the preferred development team and affirmation by the Planning Commission, City staff worked with the City Attorneys at Campbell Knutson law offices to prepare a sales contract that is focused on redevelopment of the site. This type of contract was preferred because the HRA and City intend to sell the property for redevelopment purposes, not simply a speculative sale. The real estate development team at Hempel and Monarch Development Partners are agreeable to the terms negotiated. Key terms include:

- a. Exclusive right to purchase

- b. Purchase price and earnest money
- c. Initial (6-months) and extended (12-months) due diligence periods
- d. Developer to pursue re-zoning and site plan approvals using Edina’s standard development review process
- e. Includes sketch plan, preliminary and final zoning steps with multiple public hearings and ability for community input
- f. Developer to confirm how affordable housing goals will be achieved prior to closing
- g. Developer to prepare phased construction strategy
- h. Deadline to close in Spring 2027
- i. Deadline (5-years) to construct
- j. Option for City to re-purchase vacant portions if not completed with 4 years

NEXT STEPS

After execution of the Contract, the development team / buyer will begin bona fide work to ensure that a viable project can be constructed on the site and sold to homeowners. The essential “next steps” are summarized below. It is noted that an owner-occupied project will be constructed in several phases and will take several years to complete.

- 1. Developer to pursue re-zoning and site plan approvals using Edina’s standard development review process
 - o Includes sketch plan, preliminary and final zoning steps with multiple public hearings and ability for community input
- 2. Developer to market the site and pursue pre-sales
- 3. Developer to secure private financing and acquire ownership of land
- 4. Developer to prepare phased construction strategy and provide to City prior to closing
- 5. Developer to construct buildings in multiple phases, likely over multiple years
- 6. City to issue “Certificate of Completions” when appropriate

City staff, City attorney and the prospective buyers will be in attendance to answer questions about this real estate contract.

Resources/Financial Impacts:

This item has the potential to have a dramatic financial impact to the City.

The execution of this contract will deliver approximately \$4,000,000 new revenue to the City’s general fund, likely in 2027. Upon construction of each phase of this project, additional monies will be deposited to Edina’s Sewer and Water Funds, Edina’s Park & Recreation Fund, and Edina’s Affordable Housing Trust Fund.

Upon sale to a private party, the tax-exempt property will become 'taxable' and will immediately be added to the property tax base of the City and other taxing agencies. Finally, the tax base of the City and other taxing agencies will see a dramatic increase after the completion of each phase of the project and the sunset of the existing Tax Increment Financing District that includes this site.

For clarification, there is no TIF under consideration for this particular project. This property is merely included in an existing TIF District. Property taxes in the TIF Fund will be used to pay down the debt

related to the roadway improvements in this area.

Relationship to City Policies/Plans/Budget Pillars:

The sale of this unused land to a private owner will return the site to the property tax roles for the first time since 1962. The construction of a commercial building and luxury housing will achieve a strong increase in the property tax base that the City relies upon for a strong financial foundation.

The sales proceeds and related development fees will support the City in its quest to deliver reliable services and improved public infrastructure.

The combination of commercial and multi-family residential units on the site, all arranged to create a walkable environment that connects to adjacent properties will result in a more livable city.

Finally, the inclusion of a public plaza that is maintained by the property owners will deliver another public space that allows community members to build community ties.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Engagement

The selection of this buyer is responsive to the community's request for new home-ownership opportunities such as condominiums and townhouses. The final site plan will include a public plaza area where community members are welcome to visit.



Equity

The conceptual site plan includes a public plaza area that is intended to be open and welcoming to all.



Health

Upon completion, the site will be arranged in a walkable manner so that people can more easily traverse to and through the site. New sidewalks will enhance safety and convenience for pedestrians traveling to and from nearby properties.



Stewardship

Sale of this land raises revenue and will lead to increase in the tax base. These outcomes are good stewardship of unneeded land.



Sustainability

The conceptual project will comply with Edina's sustainable buildings policy.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Staff Presentation
2. Contract for Private Development – Arcadia Ave Partners, LLC

Sale of Property at 5146 Eden Avenue

Contract for Private Development with Hempel Real Estate and Monarch Development Partners dba Arcadia Ave Partners, LLC



The CITY of
EDINA

Presentation to: Edina City Council March 17, 2026

Prepared by: Bill Neuendorf, Economic Development
Manager

1.0 Summary

HRA considered eleven (11) responses to March 2025 Request for Proposal and interviewed five of the teams.

HRA conveyed the property to the City and recommends that a team lead by Hempel and Monarch Partners be selected to purchase and develop the vacant site.

Staff and City Attorney negotiated terms of sale with the development team and prepared a Contract for Private Development.

Staff recommends that the contract be approved.



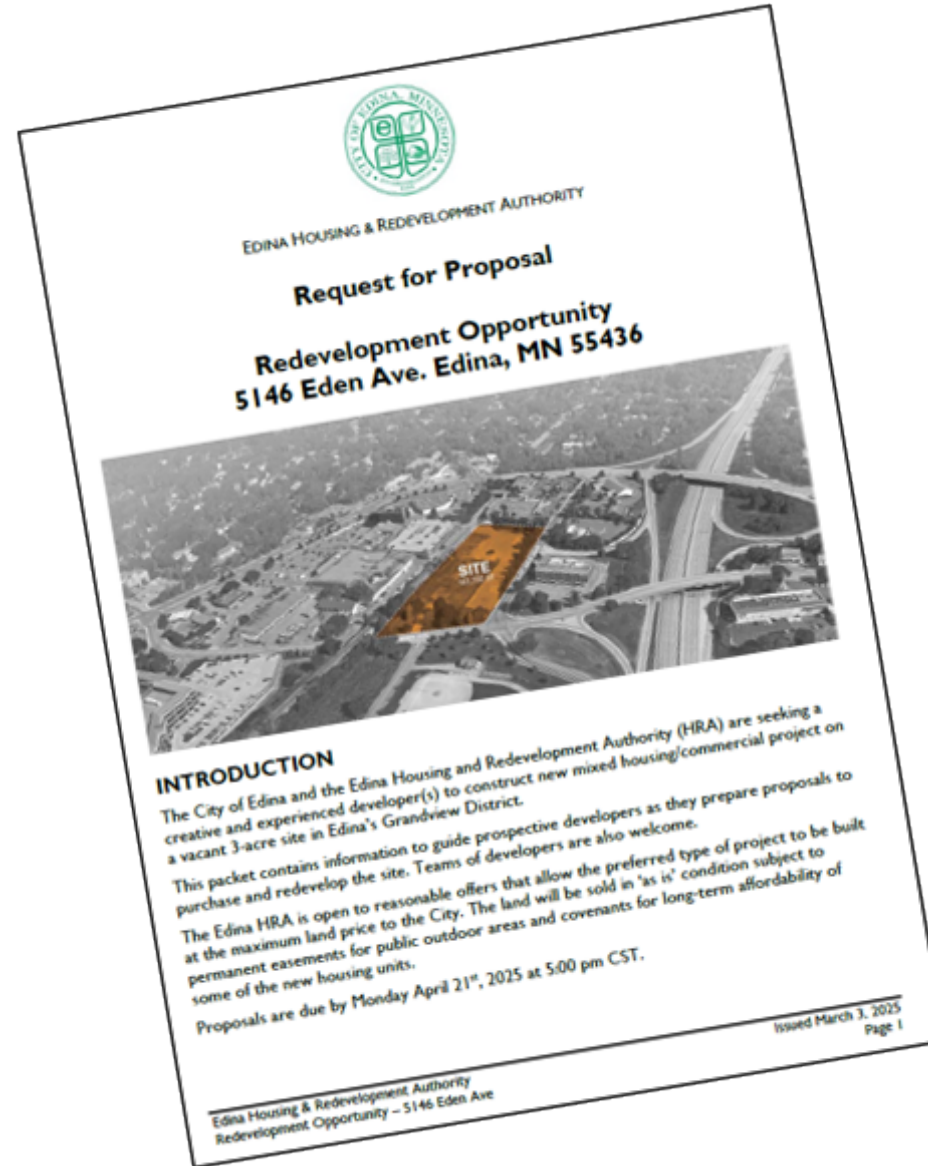
2.1 Background



The CITY of
EDINA

3-acre site available for
redevelopment

2.2 Request for Proposal Issued March 2025



The CITY of
EDINA

2.3 Eleven Proposals Considered

- Crowe Companies, Assembly MN
- CSM Corporation
- Gramercy Development, LLC
- Hempel Real Estate, Monarch Development Partners, Jester Concepts, Rokos Advisors
- Lifestyle Communities, RonClark Construction
- Noor Companies, Wellington Management, Inc.
- Onward Investors, LLC, Ebenezer Homes, Leap Development, SETT Partners
- Opus Development Company, LLC
- Real Estate Equities
- Roers Companies
- Sherman Associates, Twin Cities Habitat for Humanity



2.4 Proposals Included Several Types of Projects

- 1) Senior cooperative
 - 2) Townhouses (ownership and rental)
 - 3) Rowhouses (rental)
 - 4) Condominiums
 - 5) Senior apartments
 - 6) Family apartments
 - 7) General purpose apartments (all-ages)
 - 8) Professional office
 - 9) Commercial (retail, restaurant, events or service)
- a) Affordable housing
 - b) Attainable housing
 - c) Market rate housing
 - d) Luxury housing
 - e) Mixed-income housing
- Land Prices ranged from \$1+ to nearly \$6 million
 - Proposed density ranged from 20 to 72 units per acre (all within Comp. Plan limits)



3.1 Evaluation Factors

COMMUNITY WELL-BEING



- Budget Pillars

- **Strong Foundation:** Maintain physical assets and infrastructure
- **Reliable Service:** Maintain service levels that best meet community needs
- **Livable City:** Plan for connected and sustainable development
- **Better Together:** Foster an inclusive and engaged community

- Budget Values

- **Stewardship:** We make wise investments that focus on the best long-term value for residents.

- **Equity:** provide equitable opportunities for people to participate in their City government and access City institutions, facilities, and services.
- **Health:** use a Health-in-All Policies approach (HiAP) to promote and protect the physical, mental, and social wellbeing of all people who live, work, or visit Edina.
- **Sustainability:** ... policies, decisions, and plans have a positive impact on people and the planet now and for future generations.



3.2 Evaluation Factors

COMMUNITY WELL-BEING



A. Compatibility with HRA Vision

- Grandview 7 Guiding Principles
- Comprehensive Plan
- Priorities expressed in RFP

B. Community Impact

- Fiscal impact
- Overall impact
- Would you be proud to see completed

C. Estimated Land Value

- Unrestricted one-time revenue
- Need for City funding (TIF, etc)

D. Closing the Deal

- Likelihood that external funding can be secured
- Likelihood that land can be sold in timely fashion

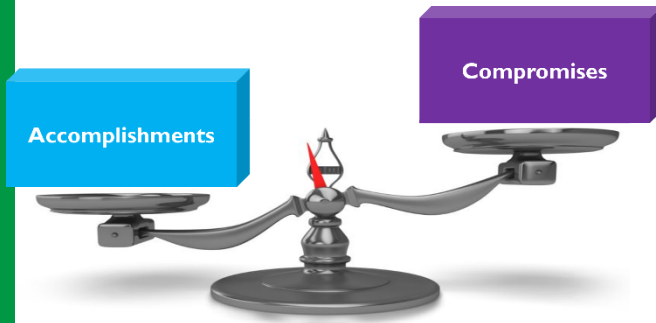


3.3 Evaluation Factors

HRA Board identified multiple priorities to pursue; not all can be achieved simultaneously:

- Grandview 7 Guiding Principles
- Home ownership opportunities
- Affordability and Attainability
- Commercial uses to supplement multi-family
- Walkable and Connected
- Scale and Massing
- Outdoor green space
- Efficient parking

- Highest reasonable land value
- Close in a reasonable time-frame



- *What are the City's highest priorities for this site?*
- *Which developer can best deliver an acceptable balance of priorities?*



4.1 Preferred Development Team

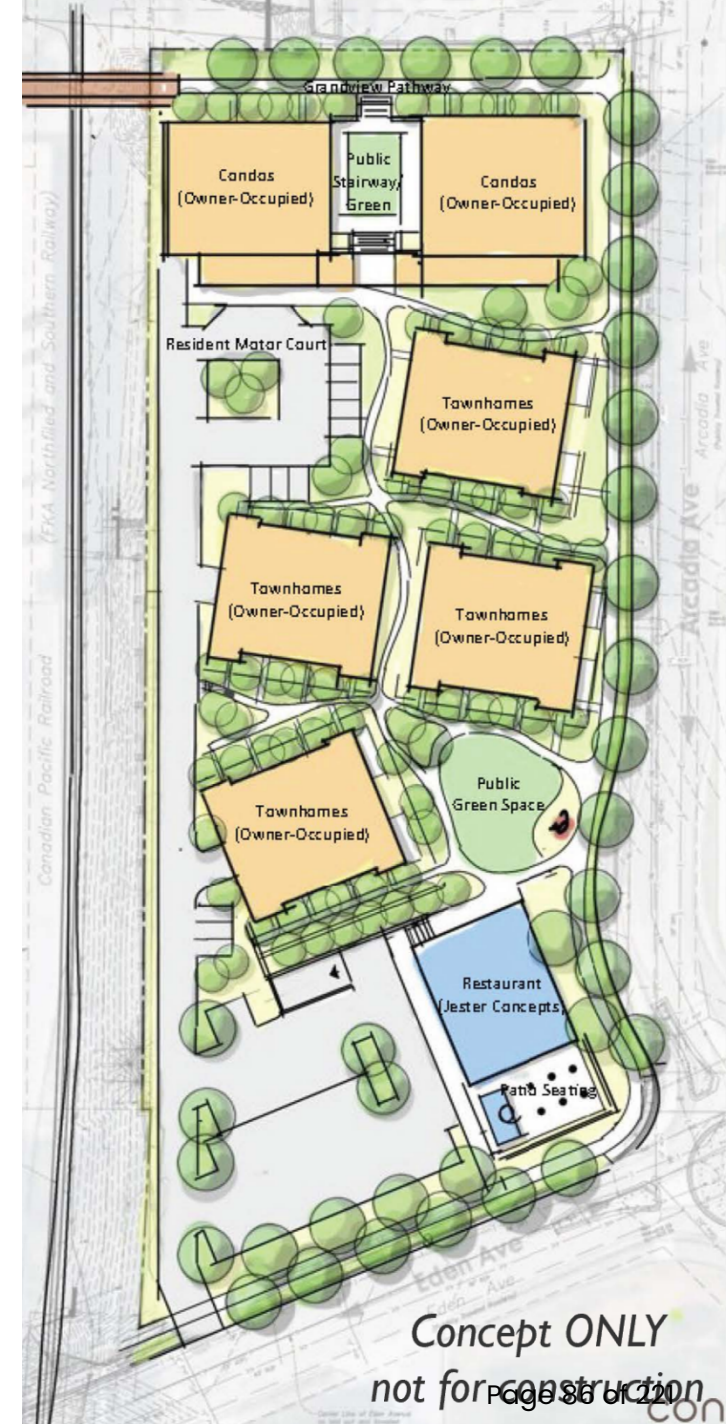


4.2 Conceptual Site Plan



5.1 Benefits and Desired Outcomes

- a) **Ownership** housing units
 - Focused toward luxury / market-rate price points
 - Targeted to local households seeking to downsize
- b) Two possible options to support **Affordable Housing** in Edina
 - Developer can price 10% of units on-site to 80% AMI buyers, or provide a fee-in-lieu of on-site units ... fee-in-lieu is the most likely strategy
- c) Contribute to Affordable Housing Fund in lieu of subsidizing on site units
 - \$40k contribution per unit delivered
 - Greater level of financial support than typical calculation in City policy
 - City can use these funds to support affordability elsewhere in Edina
- d) **Missing middle scale**
 - Townhouses and modestly scaled condominium building
- e) **New commercial space**
 - Provide goods and services
- f) **New sidewalks, landscaping, and outdoor spaces**
 - **Improve walkability and livability**



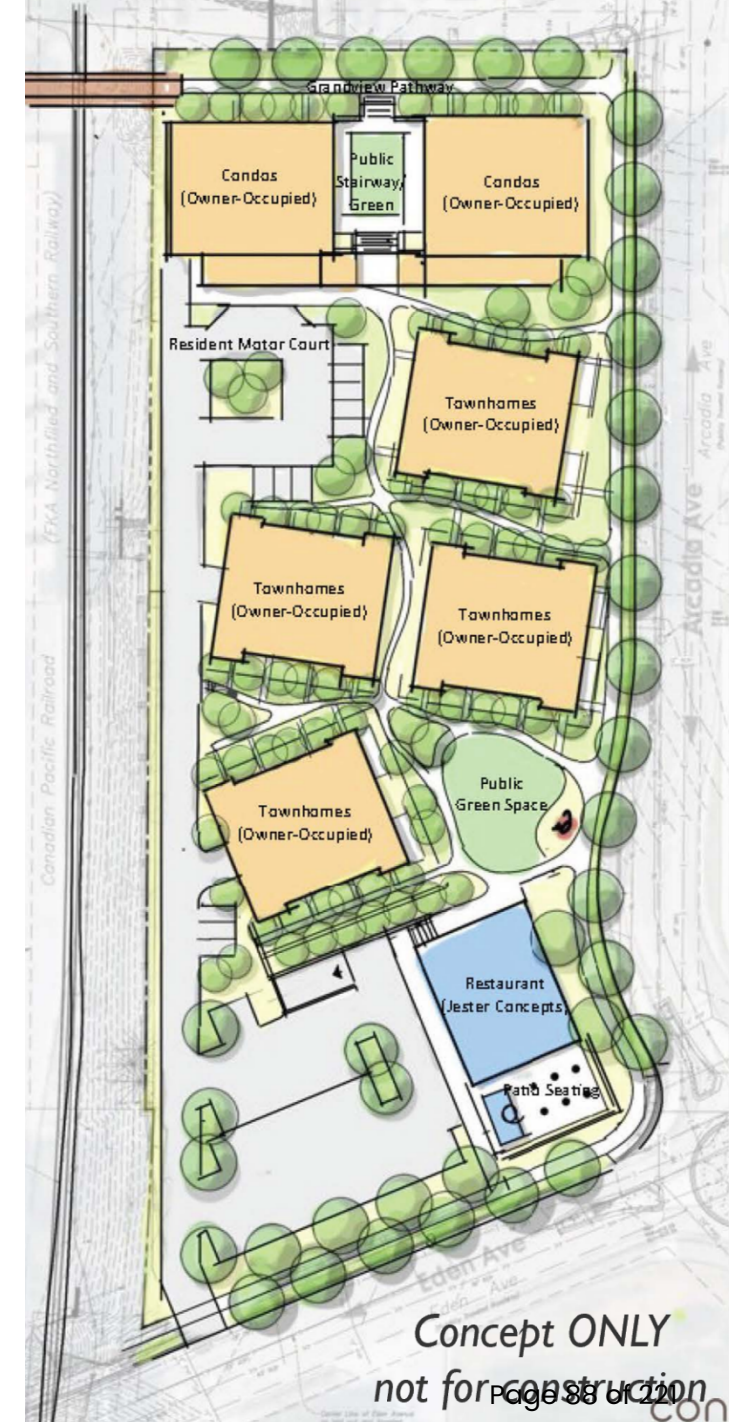
5.2 Benefits and Desired Outcomes

- g) **Strong purchase price (\$4 million)**
 - Ability to privately finance using **traditional debt and equity**
- h) **Contribution to Parks & Recreation fund**
 - mandatory **Park Dedication Fees** (approx. \$160k to \$300k)
- i) **Contribution to City's water and sewer funds**
 - **mandatory development fees** (approx. \$170k to \$320k)
- j) **Conversion of tax-exempt property to 'taxable'**
- k) **Strong increase to property tax base**
 - estimated new market value \$50+ to \$90+ million
- l) **Strong contribution to tax rolls of City, Schools, County & State**
 - After stabilization, site expected to contribute approx. \$145k to \$275k property taxes to the City.



6.0 Key Terms of Contract

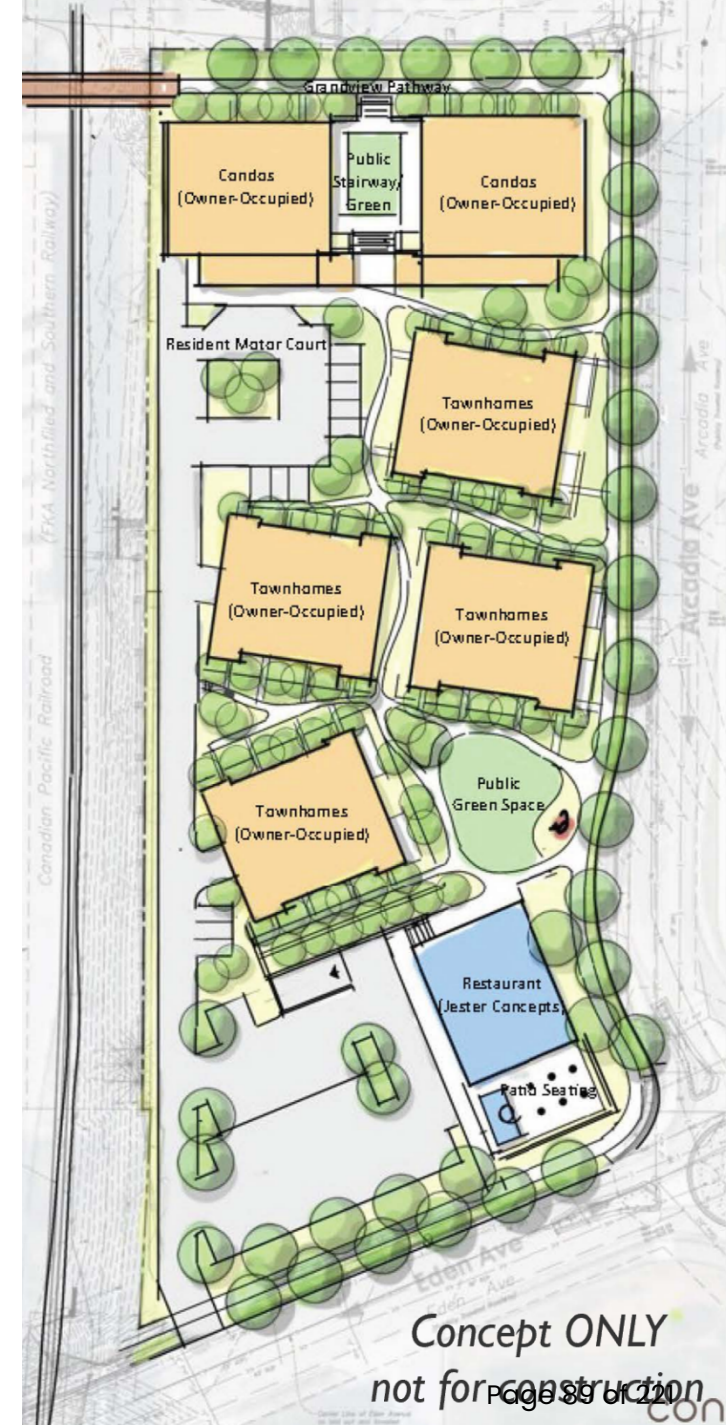
- a) Exclusive right to purchase
- b) Purchase price and earnest money
- c) Initial (6-months) and extended (12-months) due diligence periods
- d) Developer to pursue re-zoning and site plan approvals using Edina's standard development review process
 - Includes sketch plan, preliminary and final zoning steps with multiple public hearings and ability for community input
- e) Developer to confirm how affordable housing goals will be achieved
- f) Developer to prepare phased construction strategy
- g) Deadline to close
- h) Deadline to construct



The CITY of EDINA Option to re-purchase vacant portions if not completed with 4 years

7.0 Next Steps

- 1) Sales Agreement to be considered by City Council
- 2) Developer to pursue re-zoning and site plan approvals using Edina's standard development review process
 - Includes sketch plan, preliminary and final zoning steps with multiple public hearings and ability for community input
- 3) Developer to market the site and pursue pre-sales
- 4) Developer to secure private financing and acquire ownership of land
- 5) Developer to prepare phased construction strategy
- 6) Developer to construct buildings in multiple phases



8.0 Staff Recommendation

Approve Contract for Private Development with Hempel Real Estate and Monarch Development Partners dba Arcadia Avenue Partners LLC.



(reserved for recording information)

CONTRACT FOR PRIVATE DEVELOPMENT

5146 EDEN AVENUE

THIS AGREEMENT, made on or as of the 17th day of March , 2026 (“Effective Date”), by and between the **CITY OF EDINA**, a Minnesota municipal corporation (the "City") and **ARCADIA AVE PARTNERS, LLC**, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City is the fee owner of real property located in the City of Edina, as legally described in **Exhibit A** attached hereto, together with all easements and rights benefitting or appurtenant to the real property (collectively, the “City Property”);

WHEREAS, the City has owned the property since 1962 using it for a public works facility and staging area for a variety of construction projects;

WHEREAS, the City’s public works facility has been relocated to a larger site and the City now finds that (other than a pedestrian sidewalk on the north edge of the site) it no longer has a need for this vacant property;

WHEREAS, the Edina Housing and Redevelopment Authority (“Authority”) issued a Request for Proposals in April 2025, received 11 proposals, interviewed developers that submitted 5 of the proposals and recommended one development team consisting of Hempel Real Estate, Monarch Development Partners and Jester Concepts whose proposal seemed most aligned with the redevelopment goals for the property;

WHEREAS, the selected development team established a new business entity called Arcadia Avenue Partners, LLC to serve as the Developer for the Property; and

WHEREAS, the City received a proposal from Developer to acquire the balance of the City Property for development consisting of new for-sale townhome units, condominium units and a commercial building arranged around outdoor space portions of which are intended to be available to the general public;

WHEREAS, the Edina Planning Commission approved Resolution B-25-12 finding that the proposed sale for the City Property is consistent with Edina’s Comprehensive Plan;

WHEREAS, the City believes that the conveyance of the balance of the City Property to the Developer and fulfillment generally of this Agreement is in the best interest of the City and the health, safety, morals and welfare of the residents of the City and in accord with the public purposes and provisions of the applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. **DEFINITIONS**

In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" [or “Contract”] means this Contract for Private Development by and between the City and the Developer, as the same may be from time to time modified, amended or supplemented.

"Articles and Sections" mentioned by number only are the respective Articles and Sections of this Agreement so numbered.

“Certificate of Completion” means the certificate to be issued by the City pursuant to the terms of Section 4.5.

"City" means the City of Edina, Minnesota.

“Closing” means the closing on the transfer of the Property pursuant to Article III.

“Closing Date” means the date of closing on the transfer of the Property as provided in Section 3.6.

“Commence” or **“Commencement”** means the first visible improvement to the Property made in furtherance of the construction of the Minimum Improvements (including, specifically, pouring footings and foundations for one or more buildings).

“Completion” means the Developer’s receipt of the Certificate of Completion from the City for the Minimum Improvements.

"County" means the County of Hennepin, Minnesota.

“Deed” means a limited warranty deed in the Minnesota Uniform Conveyancing Blank Form.

"Developer" means Arcadia Ave Partners, LLC , or any assigns that have received prior written approval from the City.

"Event of Default" means an action by the Developer or City listed in Article VII of this Agreement.

"Minimum Improvements" means the construction by the Developer on the Property of a combination of multiple buildings arranged on the property as generally depicted in the “Concept Plan” included in **Exhibit B**. While the concept is anticipated to include the following items (i to v, below), it is recognized that the actual site plan is subject to review by the Planning Commission and approval by the City Council in accordance with the City’s standard process for development review. Notwithstanding anything contained in this Agreement to the contrary, the City and Developer each acknowledge and agree that the Minimum Improvements shall be as approved by the City Council as provided in the foregoing sentence.

- (i) up to 70 owner-occupied townhouse and/or condominium units ;
- (ii) an approximately 6,000 -10, 000 square foot commercial building;
- (iii) a private roadway to provide access to the new buildings on the Property;
- (iv) sidewalk areas for public use (“Sidewalks”); and
- (v) plaza areas, which must include a combination of landscaped and hardscaped areas with public art (sculpture, mural or water feature) as approved by the City Manager or designee (“Plaza”).

"Parties" means the Developer and the City.

"Party" means either the Developer or the City.

"Plat" means the final plat of the Property.

"Project" means acquisition of the Property and the completed Minimum Improvements thereon.

"Property" means the City Property, except approximately the northerly 40 feet as determined by the City Survey of the Property as provided under 3.4(g)(1).

"Purchase Price" means the price that the Developer shall pay the City for the purchase of the Property as described in Section 3.2.

"Site Plan Approval Process" means the process required in Edina City Code, Chapter 36, Article III for site plan review and determination of conditions that may warrant the rezoning or reguiding of a property and/or the process to review a site development plan for compliance with all City and other applicable codes and standards including but not limited to: engineering, transportation, storm water, utilities. The process typically includes three steps: (1) Sketch Plan review, (2) Preliminary Rezoning Review and (3) Final Rezoning and Site Plan Approval.

"Site Plan" means the City approved site plan for the Property approved through the Site Plan Approval Process.

"State" means the State of Minnesota.

"Title Company" means Land Title, Inc.

"Unavoidable Delays" means delays outside the control of the party claiming its occurrence which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, Acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City, provided, such acts by the City are not unreasonable or otherwise done with negligence or willful misconduct) which directly result in delays. Unavoidable delays shall not include delays in the Developer obtaining full financing or obtaining permits or governmental approvals necessary directly to enable construction of the Minimum Improvements, provided such delays are not the direct result of Developer's negligent acts or omissions.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the City. The City represents and warrants that:

(a) The City is a Minnesota municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) Subject to satisfaction of the terms and conditions of this Agreement, the City will convey the Property to the Developer to complete development in accordance with the terms of this Agreement.

(c) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City or the Property before any court, arbitrator, administrative agency, or other governmental authority that may materially and adversely affect the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder or as contemplated hereby, or the validity or enforceability of this Agreement.

(d) To the best of its knowledge, the City believes that one or more private wells were located on the Property, but have since been sealed. City has, or will prior to Closing, provided Developer with all well disclosures required by Minn. Stat. § 103I.235, including a Well Disclosure Certificate.

(e) To the best of the City's knowledge any sewage generated on the Property goes to a facility permitted by the Minnesota Pollution Control Agency and there are no active or abandoned individual sewage treatment systems located on or serving all or any part of the Property.

(f) To the best of the City's knowledge, no methamphetamine production has occurred on the Property. This statement is being made pursuant to the disclosure requirements of Minnesota Statutes Section 152.0275.

(g) To the best of the City's knowledge, the City has not received written notice of the presence or existence of any hazardous materials regulated by any applicable federal, state, county or local government authorities in amounts on the Property that violate existing law, except as otherwise provided in the environmental reports provided to Developer pursuant to Section 3.4(a). Except as otherwise disclosed in the environmental reports provided to Developer pursuant to Section 3.4(a), to the best knowledge of the City after due inquiry, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (i) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42

U.S.C. § 6901 et seq., or any similar state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., or the Clean Air Act, 42 U.S.C. § 7401 et seq., or any similar state law or local ordinance. To the best knowledge of the City after due inquiry, there are no substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. 115B and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. 115C. The City has disclosed to Developer all environmental reports and studies with respect to the Property that are in the City's actual possession.

(h) The City has not received notice of default concerning any of its obligations or liabilities regarding the Property;

(i) The City has not received written notice of any action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the City or any portion of the Property.

(j) The City will reasonably cooperate in the processing of any applications required under this Agreement to be filed with the City by the Developer. The City does not hereby warrant or represent that the City will approve an application filed by Developer, except as expressly provided in this Agreement.

(k) The City owns, or will own as of the Closing Date, the Property, free and clear of all encumbrances.

(l) Except as otherwise disclosed to Developer in writing, there are no leases or other possessory interests granted, encumbering or otherwise affecting any portion of the Property.

(m) To the knowledge of the City, there are no unrecorded contracts, easements, agreements or other documents affecting the condition of title to the Property.

(n) There are no unpaid charges, debts, liabilities, claims, or obligations arising from the construction, occupancy, ownership, use or operation of the Property which could give rise to any mechanic's or materialmen's or other statutory liens against any of the Property, or for which Developer will be responsible (excepting any unpaid charges, debts, liabilities, claims or obligations arising from any action taken by or at the direction of Developer).

(o) The City has received no notice of actual or threatened reduction or curtailment of any utility service now supplied to the Property.

(p) The City has received no notice of actual or threatened special assessments or reassessments of the Property.

(q) There are no claims for brokerage commission or other payments with respect to the existing Property, which will survive and remain unpaid after the Closing Date.

(r) The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.

(s) The City is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code (the “Code”).

(t) Except for a combination of underground and aboveground storage tanks identified in Environmental Site Assessment reports that have been removed, to the City’s knowledge after due inquiry, no above ground or underground tanks, are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Property such storage tanks have been duly registered with all appropriate regulatory and governmental bodies and otherwise are in compliance with applicable Federal, state and local statutes, regulations, ordinances and other regulatory requirements.

(u) To the City’s knowledge, the Property is not affected by airport zoning regulations.

(v) The execution, delivery and performance of this Agreement, and any other documents, instruments or actions required or contemplated pursuant to this Agreement by the City does not, and consummation of the transactions contemplated therein and the fulfilment of the terms thereof will not conflict with or constitute on the part of the City a breach of or default under any existing agreement or instrument to which the City is a party or violate any law, charter or other proceeding or action establishing or relating to the establishment and powers of the City or its officers, officials or resolutions.

Subject to the limits of liability under Minn. Stat. ch. 466, the City will indemnify Developer, its successors and assigns, against, and will hold Developer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys’ fees, that Buyer suffers or incurs because of the breach of any of the above representations, warranties and covenants, whether such breach is discovered before or after Closing. Each of the representations and warranties herein contained shall survive the Closing for a period of one (1) year.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company organized and in good standing under the laws of the State of Minnesota, is qualified to do business in the State, is not in violation of any provisions of its operating agreement or other organization documents or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any material terms or conditions of the Developer's organizational documents, any restriction or any agreement or instrument to which the Developer is now a party or by which it is bound or to which any property of the Developer is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or Federal regulatory body having jurisdiction over the Developer or its properties, including its interest in the Minimum Improvements, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Developer contrary to the terms of any instrument or agreement to which the Developer is a party or by which is bound.

(c) The Developer, including its individual business entities, has the capacity to enter into this Agreement and to perform its obligations hereunder.

(d) When the Property is conveyed to the Developer, the Developer will construct, operate and maintain the Minimum Improvements upon the Property in accordance with the terms of this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(e) The Minimum Improvements will be constructed by the Developer, at its sole expense, in such manner, and at such expense as are necessary to make the Property usable by the Developer, including all such improvements as are necessary to make said facility comply with all applicable federal, state and local rules, regulations, ordinances and laws.

(f) There are no pending or threatened legal proceedings, of which the Developer, or its individual business entities, has notice, contemplating the liquidation or dissolution of the Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by this Agreement or the validity of this Agreement.

(g) The Developer reasonably expects that it will be able to obtain financing in an amount sufficient to enable the Developer to successfully construct the Minimum Improvements, as provided herein and will diligently proceed to obtain all necessary financing.

(h) Subject to Section 3.12 hereof, the Developer will use commercially reasonable efforts to construct the Minimum Improvements in accordance with all local, state or federal energy-conservation laws or regulations as well as all applicable laws pertaining to handicapped accessibility of the Project.

(i) The Developer will use commercially reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

ARTICLE III. **CONVEYANCE OF PROPERTY**

Section 3.1. Property. Subject to the terms and conditions of this Agreement, the City will sell and convey the Property to the Developer and the Developer will purchase and accept from the City fee ownership of the Property.

Section 3.2. Purchase Price. The purchase price for the City Property shall be the sum of Four Million and No/100 Dollars (\$4,000,000.00), which the Developer shall pay to the City for the purchase of the Property. In the event that the Developer constructs more than the 70 townhome and/or condominium units as originally anticipated, the Purchase Price will be increased by an amount of \$50,000 for each additional townhouse or condominium unit approved and constructed in excess of 70 total units. There shall be no decrease of the purchase price if fewer than 70 total townhome and condominium units are constructed on the Property.

The purchase price for the Property shall be payable by Developer to the City as follows:

(a) Fifty Thousand and No/100 Dollars (\$50,000.00) as earnest money deposited with the Title Company within five (5) business days of the Effective Date of this Agreement (the “First Deposit”).

(b) One Hundred Fifty Thousand and No/100 (\$150,000.00) as additional earnest money deposited with the Title Company within five (5) business days of Developer’s receipt of Preliminary Zoning Approval for the Property by the City (the “Second Deposit”).

(c) Fifty Thousand and No/100 Dollars (\$50,000.00) as additional earnest money deposited with the Title Company for each thirty day extension approved by the City Manager for extension of the Second Due Diligence Period provided under Section 3.4(d) (“Additional Deposit(s)”), which Additional Deposit(s) must be made within five (5) days of Developer’s receipt of approval by the City Manager.

(d) Collectively, the First Deposit and the Second Deposit and any Additional Deposits shall be referred to herein as the “Earnest Money.”

(e) The balance payable in cash, certified funds or wire transfer paid to the City at Closing.

(f) The Earnest Money payable by Developer hereunder is consideration for the rights granted to Developer to purchase and develop the Property. If requested by Developer, the Title Company shall hold the Earnest Money in an interest-bearing account, provided that Developer supplies the Title Company with Developer's Taxpayer Identification Number and all necessary regulatory forms or other similar information reasonably required by the Title Company. Any interest accruing on the Earnest Money shall become part of the Earnest Money to be applied or disposed of in the same manner as the remainder of the Earnest Money. In the event that this Agreement is not earlier terminated, the Title Company shall deliver the Earnest Money to the City at the Closing and Developer shall receive a credit against the Purchase Price for the full amount of the Earnest Money delivered to the City. If the transaction contemplated by this Agreement fails to close, or this Agreement is otherwise terminated, the Title Company will disburse the Earnest Money to the City or Developer as provided in this Agreement.

Section 3.3. Title and Survey. The Developer shall be responsible for performing any and all title and survey examination or due diligence of the Property that the Developer deems prudent, at the Developer's sole cost and expense, except as otherwise provided for in this Agreement. The City will provide marketable title to the Property at Closing, but the City is otherwise not providing any representations or warranties as to the condition of title and Developer expressly waives and claims the Developer may have against the City in connection with title defects. Notwithstanding the foregoing, the City agrees to reasonably cooperate with the Developer to cure any title defects that may exist before the expiration of the Initial Due Diligence Period (as defined below). In no event may any mortgage or other lien securing the payment of money be permitted to remain as a defect to title as of Closing, and all such encumbrances must be satisfied by the City at or before Closing.

Section 3.4. Due Diligence Periods.

(a) Documents and Materials. Within fifteen (15) days after the Effective Date, the City shall deliver to Developer the following documents regarding the Property and in the City's possession or control: (1) the most current ALTA survey and prior title policy; (2) Any soils reports, environmental assessment reports, environmental audits (including, but not limited to any existing reports regarding asbestos, including mitigation plans and reports, and maintenance and condition reports and audits) topographical maps, utility information, site studies, engineering reports, geotechnical reports or studies or other property condition reports (3) Any permits, development engineering plans, correspondence with jurisdictional agencies, utility service agreements, leases, use or licensing agreements, and other such information affecting the Property (collectively, the "Property Documents"); provided, however, that notwithstanding the foregoing, the City's internally prepared notes, memoranda or other documents and any other documents or materials which are confidential or proprietary to the City will be excluded from the Property Documents.

(b) Initial Due Diligence Period. Developer shall have One Hundred and Eighty (180) days from the Effective Date to: (1) examine the Property Documents; (2) make a physical inspection of the Property; (3) environmental investigations; (4) obtain preliminary zoning for the Property; and (5) review title to the Property (the “Initial Due Diligence Period”), as the same may be extended as provided below. In this regard, Developer and its authorized employees, agents, contractors and representatives (collectively, “Developer’s Representatives”) shall be entitled to enter upon the Property at all reasonable times during the Due Diligence Period for the purpose of inspecting, investigating, surveying and the conducting of testing of the Property (collectively, “Inspections”), upon reasonable prior oral or written notice to the City. All Inspections shall occur at reasonable times agreed upon by the City and Developer, which such approval shall not be unreasonably withheld, conditioned or delayed. Developer shall pay all costs and expenses of all Inspections. Notwithstanding anything herein to the contrary, Developer shall not perform soil tests, asbestos or lead tests, or perform tests of a similarly intrusive nature without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Developer shall have the right to complete a Phase I and a Phase II environmental report as part of such Inspections. In the event Developer has not obtained preliminary zoning approval for the proposed development or completed Inspections within Initial Due Diligence Period, the Initial Due Diligence Period may be extended an additional 30 days by reasonable approval of the City Manager for good cause shown, as determined in the sole discretion of the City Manager.

(c) Second Due Diligence Period. Developer shall have up to Three Hundred Sixty Days (360) days following the Effective Date (the “Second Due Diligence Period”) to: (i) secure all necessary equity and private financing for the Project; (ii) prepare design documents for the Minimum Improvements and Construction Plans for Phase I; (iii) obtain all land use approvals for construction of the Minimum Improvements on the Property, including final plat approval (“Plat Approval”), substantially consistent with **Exhibit B**, as modified by the Site Plan approved through the City’s site plan approval process (“Approvals”); and (4) market and obtain pre-sales of the initial phase of units to be constructed as part of the Project. In the event Developer has not completed the foregoing within Second Due Diligence Period, the Second Due Diligence Period may be extended an additional 90 days by reasonable approval of the City Manager for good cause shown, as determined in the sole discretion of the City Manager, provided that Additional Deposits in the amount of \$50,000 per 30 day period (or portion thereof) be provided to the City as additional earnest money. The City shall, at no cost or liability to the City, reasonably cooperate and affirmatively assist Developer with Developer’s efforts to obtain its Approvals, but does not guarantee the granting of such Approvals. Developer shall be solely responsible for all costs associated with obtaining the Approvals and no such Approvals will be effective prior to the Closing Date unless approved by the City.

(d) Indemnification; Manner of Inspections. Developer shall indemnify, defend and hold the City and the Property harmless from all loss, damages, costs, claims, liabilities and expenses, including without limitation attorneys’ fees, relating to the Inspections or the activities

of the Developer and the Developer Representatives performed on or at the Property. Developer and the Developer Representatives shall perform the Inspections upon the Property (i) in a manner so as not to cause damage to the Property or the death or personal injury to any persons and (ii) in a manner which keeps the Property free of any liens or third-party claims resulting therefrom. Developer shall repair and restore any damage to the Property caused by any of the Developer Representatives or occurring during the Inspections and shall return the Property to substantially the same condition as existed prior to such entry. At the City's option, and at the City's sole cost and expense, a representative of the City may accompany Developer and the Developer Representatives during the Inspections. The City and Developer agree that the provisions of this Section shall survive the closing of the transaction contemplated by this Agreement. Notwithstanding anything contained herein to the contrary, the foregoing indemnification obligations of Developer shall not apply (x) to the extent any liability or loss suffered is attributable to the negligent act or omission of the City or its authorized employees, agents, contractors and representatives, or (y) to any loss or diminution of value arising from any condition discovered by Developer during such Inspections.

(e) Insurance. Before and during any Inspections, Developer and each Developer Representative shall maintain workers' compensation insurance in accordance with applicable law, and Developer or the applicable Developer Representative, shall secure, maintain and provide evidence to City of (i) a commercial general liability insurance with limits of at least \$2,000,000 for bodily or personal injury or death, which policy shall name City and its agents as additional insureds, (ii) property damage insurance in the amount of at least \$1,000,000 and (iii) contractual liability insurance. Developer shall deliver to City evidence of such workers' compensation insurance and a certificate evidencing the commercial general liability, property damage and contractual liability insurance before conducting any Inspections on the Property.

(f) Responsibilities During Initial Due Diligence Period. During the Initial Due Diligence Period (as the same may be extended):

- (1) using the most recent ALTA survey, the City shall identify changes to the Property boundaries that are necessary to accommodate public infrastructure, including but not limited to existing roadways, sidewalks, trails, landscaping areas, and utility systems. The survey shall be updated by the Developer prior to Closing to reflect the final boundaries of the City Property to be sold and those portions which shall remain under the ownership of the City ("City Survey");
- (2) if the most recent ALTA survey is acceptable to the Developer, the Parties agree to amend the Contract legal description of the Property to be consistent with the updated Survey that reflects the final boundaries;

- (3) the Developer shall complete its due diligence of the site and title review of the Property.
- (4) Developer shall obtain Preliminary Zoning Approval from the City.
- (5) Developer shall identify pass-through grants from third party sources that are likely to be applicable to this Project.

(g) Responsibilities During Second Due Diligence Period. During the Initial Due Diligence Period (as the same may be extended):

- (1) the City will assist Developer in obtaining pass-through grants from third party sources for the Project as mutually agreed by the Parties, with the Developer bearing all costs of preparing grant applications;
- (2) the Parties will pursue overnight parking options in the adjacent City parking ramp for future residents, guests and visitors of the Property;
- (3) Finalize terms of the following easements:
 - (a) an easement to the City for access over the westerly 10 feet of the Property attached hereto as **Exhibit C** (“Public Access Easement Agreement”); and
 - (b) a public access easement over the Plaza substantially in the form attached hereto as **Exhibit D** (“Plaza Easement Agreement”) and sidewalks substantially in the form attached hereto as **Exhibit E** (“Sidewalk Easement Agreement”).
 - (c) Other easements as identified through the site plan approval process.
- (4) The developer shall identify the means by which the Project will comply with the City’s Affordable Housing Policy, either by pricing at least 10% of the total units to be affordable to households earning no more than 80% Area Median Income (AMI) taking mortgage and fees into consideration or by paying to the City an Affordable Units In-Lieu Fee.
 - (a) The Parties will work in good faith to establish Declarations of Covenants and for the residential portions of the Property providing that ten percent (10%) of the total residential units on the Property will be made available for purchase by a person whose household income is eighty percent (80%) or less of the area median income adjusted for household size as determined annually by the United States Department of Housing and Urban Development (HUD) who

certify that the Property will be used as their principal residence (the “Affordable Units”) for a period of 20 years. The sales price must take into consideration the mortgage as well as condominium or similar association fees that are reasonably anticipated to be borne by the household. Details of the pricing structure of the Affordable Units shall be determined through the site plan approval process and finalized during the Second Due Diligence Period. All common interest community documents must be reviewed by the City Manager or designee during the Second Due Diligence Period and approved prior to Closing.

(b) As an alternate to providing the Affordable Units in the Project, the Developer shall have the option, in lieu of such obligation, to pay to the City an Affordable Units In-Lieu Fee. The Affordable Units In-Lieu Fee shall be calculated at a rate of Forty Thousand Dollars (\$40,000.00) per each residential unit constructed at the Property. The Affordable Units In-Lieu Fee shall be due and payable to the City prior to issuance of a building permit for each of the buildings or grouping of buildings or on such other schedule as may be approved in writing by the City and Developer. Payment of the Affordable Units In-Lieu Fee in full for all residential units constructed shall constitute Developer’s complete satisfaction of its affordable housing obligations under this Agreement, and no affordable housing units shall be required to be provided at the Property. The City shall be responsible for depositing all Affordable Units In-Lieu Fee payments received pursuant to this Section into the City’s Affordable Housing Trust Fund (or such other designated fund) to be used solely for the purpose of supporting or developing affordable housing within the City, consistent with applicable law and City policy.

(5) Developer shall establish a phased delivery plan and proposed delivery schedule that is based on market conditions and subject to the reasonable approval of the City Manager or designee. Phase I of the development shall include the following: construction plans for all roads, utilities, one (1) commercial building and at least one (1) townhome complex (“Phase 1”), together with site plans for full development of the Property. Subsequent phases of the development shall include the remaining townhouse buildings and the condominium development.

(h) Termination During Due Diligence Periods.

(1) Initial Due Diligence Period. Developer may terminate this Agreement by giving written notice to the other Party prior to the expiration of the Initial Due Diligence Period (as the same may be extended). Upon termination, the First Deposit shall be refunded to the Developer and the Parties shall have no further obligation to the other party upon termination, other than obligations which, by the express terms of this Agreement, survive a termination of this Agreement.

(2) Second Due Diligence Period. Developer may terminate this Agreement by written notice to City prior to the expiration of the Second Due Diligence Period (as the same may be extended). Upon termination, the City will retain the Earnest Money and the Parties shall have no further obligation to the other party upon termination, other than obligations which, by the express terms of this Agreement, survive a termination of this Agreement. Notwithstanding anything contained herein to the contrary, in the event Developer terminates this Agreement during the Second Due Diligence Period as a result of an uncured Event of Default by the City, the entire Earnest Money amount shall be refunded to Developer pursuant to Section 7.4 hereof.

Section 3.5. Conditions Precedent to Conveyance of Property.

(a) The City's obligation to convey the Property at Closing shall be subject to the satisfaction of, or waiver in writing by the City of, all of the following conditions precedent:

- (i) The Developer shall have performed all of the obligations this Agreement expressly requires the Developer to perform on or before the Closing Date, and the Developer shall not be in default under the terms of this Agreement beyond any applicable cure period;
- (ii) The Developer shall have delivered to the City all of the documents to be delivered by the Developer and described in Section 3.7(b) on or before the Closing Date;
- (iii) The Developer having secured all Approvals in order to permit construction of the Minimum Improvements prior to Closing, excluding any building permits, which shall be obtained following Closing;
- (iv) The Developer shall have submitted to the City and the City shall have approved Construction Plans for Minimum Improvements within Phase I and the Site Plan pursuant to Section 3.4(h)(5) and Article IV of this Agreement substantially consistent with the concept plan attached as **Exhibit B** as modified by the Site Plan approved through the City's site plan approval process;
- (v) Developer has secured the necessary and appropriate financing to purchase the Property and provided to the City a financing commitment letter;

- (vi) The issues identified in Section 3.4 have been adequately addressed to the City's satisfaction prior to the expiration of the Due Diligence Period, or extension thereof; and
 - (vii) The Plat has been approved and is recorded at Closing.
- (b) The Developer's obligation to accept title to the Property shall be subject to satisfaction, or waiver in writing by the Developer, of the following conditions precedent:
- (i) The City shall have performed all of the obligations required to be performed by the City under this Agreement on or before the Closing Date, and the City shall not be in default under the terms of this Agreement beyond any applicable cure period;
 - (ii) The Developer having secured the City's approval of the Construction Plans for Minimum Improvements within Phase I and the Site Plan pursuant to Section 3.4(h)(5) and Article IV of this Agreement and all other governmental permits and Approvals, excluding building permits, necessary to construct the Minimum Improvements in a phased manner;
 - (iii) Developer has secured the necessary and appropriate financing to purchase the Property.
 - (iv) The issues identified in Section 3.4 have been adequately addressed to the Developer's satisfaction prior to the expiration of the Second Due Diligence Period, or extension thereof; and
 - (v) The Plat has been approved and is recorded at Closing.
- (c) City and Developer Options. In the event that any of the foregoing contingencies are not satisfied on or before the Closing Date, the Developer or the City, as the case may be must:
- (i) terminate this Agreement by written notice to the other party; or
 - (ii) waive such failure and proceed to close.

In the event of termination by the Developer after the Initial Due Diligence Period, the Earnest Money shall be non-refundable and disbursed to the City. In the event of termination by the City, the Earnest Money shall be refunded to Developer.

Section 3.6. Closing. Subject to the terms and conditions of this Agreement, the Closing shall occur within thirty (30) days of expiration of the Second Due Diligence Period ("Closing Date"), unless otherwise extended by approval of the Parties. The conveyance will be closed through an escrow arrangement with the Title Company.

Section 3.7. Closing Documents.

(a) City Documents. At the Closing, the City shall execute, where appropriate, and deliver all of the following (collectively, the “City Documents”):

- (i) The Deed properly executed on behalf of the City conveying the Property to the Developer;
- (ii) A Minnesota Uniform Conveyancing Blank Form Affidavit Regarding Business Entity;
- (iii) A resolution of the City authorizing the City’s execution and delivery of the Deed;
- (iv) A non-foreign affidavit containing such information as required by Internal Revenue Code Section 1445(b)(9ii) and any regulations relating thereto;
- (v) A Minnesota Well Disclosure Certificate;
- (vi) Such information as required by Developer or Title Company to permit Title Company to file an electronic certificate of real estate value;
- (vii) A settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement;
- (viii) The Plat;
- (ix) Easements and any additional documents determined necessary by the Parties during the Due Diligence Period as referenced in Section 3.4(g), or any extension thereof; and
- (x) Any other items required by this Agreement or reasonably requested by the Title Company or the Developer of the Closing.

(b) Developer Documents. At the Closing, the Developer shall execute, where appropriate, and deliver all of the following (collectively, the “Developer Documents”):

- (i) The balance of the Purchase Price by wire transfer of immediately available funds to the Title Company;
- (ii) Such affidavits of the Developer or other documents as may be reasonably required by the Title Company (including a Certificate of Real Estate Value) to record the City Documents and issue any title insurance policy required by the Developer;

- (iii) A resolution of the members or manager of the Developer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an officer of the Developer;
- (iv) A settlement statement reflecting the financial provision of the Closing, consistent with provisions of this Agreement;
- (v) Easements and any additional documents determined necessary by the Parties during the Due Diligence Periods, or any extension thereof;
- (vi) Full and complete copies of the declarations, bylaws, rules and other governing documents for the condominium association and/or, homeowner association created on the residential portions of the Property;
- (vii) Full and complete copies of any cross easements or other agreements between all the commercial and residential uses on the Property; and
- (viii) Any other items required by this Agreement or reasonably requested by the Title Company or the City for the Closing.

Section 3.8. Taxes and Deferred Assessments. Except as otherwise provided herein, the City shall pay all general real estate taxes and installments of special assessments due and payable in the year prior to the Date of Closing and all years prior thereto. The City and Developer shall prorate all general real estate taxes due and payable on the Property in the year in which the Closing Date occurs on a per diem basis. Except as otherwise provided below, City shall pay on or before Closing all levied and pending special assessments associated with the Property as of the Closing Date. The City shall pay all deferred real estate taxes or special assessments which may become payable as a result of the sale contemplated hereby.

Section 3.9. Prorations. The City and the Developer shall make the following prorations and allocations of costs and expenses at Closing:

- (a) the Developer shall pay:
 - (i) the cost of issuance of the title commitment and ALTA Owner's title insurance policy, including the cost of any endorsements or extended coverage provisions, if any;
 - (ii) one-half (1/2) of the closing fee charged by the Title Company;
 - (iii) the cost for any environmental investigation, tests, or surveys elected to be completed by Developer, including consultants hired by Developer;
 - (iv) all taxes payable by Developer in accordance with the terms of this Agreement;

- (v) its own attorneys' fees;
 - (vi) all costs associated with the Plat process;
 - (vii) recording fees for easements; and
 - (viii) all Mortgage Registry Tax regarding any mortgage to be granted by the Developer on the Property in connection with the Closing.
- (b) At Closing, the City shall pay:
- (i) all costs for the City Survey;
 - (ii) one-half (1/2) of the closing fee charged by the Title Company;
 - (iii) all costs for recording fees for documents necessary for correction of title;
 - (iii) all taxes and assessments payable by the City in accordance with this Agreement;
 - (iv) its own attorneys' fees;
 - (v) state deed tax and conservation fee; and
 - (vi) all amounts levied, pending or otherwise due and payable as of the Closing Date for maintenance costs which have assessed to the Property as part of in the Grandview Commercial Area.

(c) All costs incidental to the Closing, not otherwise specifically allocated in this Agreement shall be allocated in accordance with the custom and practice for similar transactions.

(d) The City and Developer each represent and warrant to the other party that it has dealt with no brokers, finders, or the like in connection with this Agreement or the transactions contemplated hereby. The City and Developer agree to indemnify and defend each other against, and hold each other harmless from, all claims, damages, costs, and expenses of or for any fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, if and to the extent the representation and warranty made by such party in the immediately preceding sentence is not true.

Section 3.10. No Representation by the City. EXCEPT FOR THE CITY'S REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY "AS IS" AND "WITH ALL FAULTS," AFTER SUCH INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION THE DEVELOPER CARES TO MAKE AND EXPRESSLY WITHOUT COVENANT, WARRANTY OR REPRESENTATION BY THE

CITY AS TO PHYSICAL OR ENVIRONMENTAL CONDITION, TITLE, LEASES, RENTS, REVENUES, INCOME, EXPENSES, OPERATION, FLOOD PLAIN, SHORELAND, WETLANDS, ZONING OR OTHER REGULATION, COMPLIANCE WITH LAW, SUITABILITY FOR PARTICULAR PURPOSES, ALL OTHER MATTERS WHICH THE DEVELOPER DEEMS RELEVANT TO ITS PURCHASE OF THE PROPERTY OR ANY OTHER MATTERS WHATSOEVER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

THE DEVELOPER REPRESENTS TO THE CITY THAT DEVELOPER HAS CONDUCTED, OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY TO SATISFY ITSELF OF THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES OR MATERIALS ON, WITHIN, UNDER OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE CITY.

UPON CLOSING, DEVELOPER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS MAY HAVE BEEN REVEALED BY DEVELOPER'S INVESTIGATIONS, AND DEVELOPER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED THE CITY (AND THE CITY'S OFFICIALS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT) LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DEVELOPER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE CITY (AND THE CITY'S OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY; PROVIDED, HOWEVER, THE CITY SHALL NOT MAKE ANY CLAIM RELATING TO A BREACH OF A REPRESENTATION, WARRANTY OR COVENANT IN THIS AGREEMENT OR ANY OTHER CLOSING DOCUMENT

The City and Developer agree that the provisions of this Section 3.10 shall survive the closing of the transaction contemplated by this Agreement.

Section 3.11. Maintenance Assessment District. The Property is located within the Grandview Commercial Area which is Maintenance Assessment District. This District has been established in accordance with City Code Chapter 24, Article V pursuant to Laws of Minnesota 1983, Chapter

59 to cover the cost of these services provided at a higher level than supported by City property tax levy:

- (a) Removal of snow, ice and refuse, including litter, from sidewalks, streets and parking facilities.
- (b) Elimination of weeds from any and all streets, sidewalks and private property.
- (c) Removal or elimination of any public health or safety hazards from private property.
- (d) Trimming and care of trees and the removal of unsound trees.
- (e) Repair of sidewalks and alleys.
- (f) Operation, including maintenance and repair, of city-owned lighting systems, streets, sidewalks and public parking facilities.

The first calendar year after the commercial building receives the Certificate of Occupancy, the Property will be subject to its proportional share of the annual maintenance costs that are assessed to commercial property owners in the Grandview Commercial Area. The Developer and all future owners of the commercial property owners agree to pay the amount due promptly. The Developer further agrees to reasonably support the creation of a Business Improvement District or Special Services District should such a district be proposed to replace or supplement the Maintenance District within five years of the Closing Date. The City agrees that should the Property be subject to any annual maintenance costs as part of the Grandview Commercial Area as of the Closing Date, the City shall be responsible for payment of all such costs on or before the Closing Date.

Section 3.12. Option for City to Reacquire.

(a) Grant of Option. Developer hereby grants to the City (the “Option”) for the period (“Option Period”) beginning sixty (60) months from the Closing Date (“Option Commencement Date”) and ending twelve months following the Option Commencement Date (“Option Expiration Date”) the exclusive right and privilege to acquire any lot within the Plat that has not been issued a building permit as of the Commencement Date, at the following purchase price:

- (1) \$50,000.00 per townhome unit, plus 2% per year from the Closing Date (calculated on a monthly basis);
- (2) \$47,500.00 per condominium unit, plus 2% per year from the Closing Date (calculated on a monthly basis);
- (3) \$1,000,000.00 for the commercial lot within the Plat, plus 2% per year from the Closing Date (calculated on a monthly basis), if the commercial lot has been improved with an access roadway, curb and gutter, utility connections, site preparation, rough

grading, public sidewalk and landscaping from curb to 5 feet past the public sidewalk along Eden and Arcadia roadways.

- (4) \$500,000.00 for the commercial lot within the Plat, plus 2% per year from the Closing Date (calculated on a monthly basis), if the commercial lot is not improved as provided in Section 3.12(a)(4);

The Option Commencement Date and Option Expiration Date shall be extended commensurate with the time period for any Unavoidable Delays.

(b) Notice of Exercise of Option. If the City elects to exercise the Option granted under this Section 3.12, the City must deliver to Developer a written notice of the City's intention to exercise the Option, together with two (2) copies of the Purchase Agreement, substantially in the form attached as **Exhibit F** executed by the City ("Form of Purchase Agreement"). The City's notice to exercise the Option and the executed copies of the Purchase Agreement must be delivered to Developer either personally or by certified mail, return receipt requested, by depositing the same in the United States Mail, postage prepaid, and the mailed acceptance must bear a postmark with any time prior to 11:59 p.m. on the Expiration Date ("City Notice"). The City Notice shall be addressed to Developer at the address set forth in Section 8.5(a) or such other address as may be designated by Developer upon written notice to the City from time to time. Upon receipt of the City's Notice, Developer agrees to promptly execute the Purchase Agreement and promptly return a signed copy to Purchaser, either personally or by certified mail in the manner described above, addressed to the City at its address set forth in the Purchase Agreement or such other address as may be designated by the City from time to time to Developer by written notice.

(c) Failure to Exercise Option. If the City fails to exercise City's Option within the Option Period, the right to the Option shall expire by its terms and the City will execute and deliver a Quit Claim Deed to the Property in recordable form to Developer within ten (10) business days after the Option Expiration Date.

Section 3.13. Failure to Accept Title to Property. In the event all conditions precedent herewith are met or waived and the Developer fails to accept title to the Property pursuant to this Article III, the City shall retain the Earnest Money, except as otherwise provided under Section 3.4.

ARTICLE IV.

CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Property in accordance with construction plans approved by the City, (the "Construction Plans") and will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair and condition.

Developer acknowledges that, in addition to City approval of plans, Developer is required to obtain all necessary City approvals for the development.

Section. 4.2. Construction Plans.

(a) On or before February 1, 2027, the Developer shall submit to the City preliminary plans (site plan for the Property and schematic plans for the Minimum Improvements) for review and approval by the City for general compliance of the Plans with the terms of this Contract. This review shall supplant City review and approval of plans required in accordance with City Code.

(b) Not less than thirty (30) days prior to Closing, the Developer shall provide to the City the Construction Plans providing for the construction of Phase I of the Minimum Improvements. Construction Plans shall be subject to reasonable changes at Developer's sole discretion, subject to subsection (c) below, for a determination that the Phase I Construction Plans are in conformity with this Agreement, the Preliminary Plans, and all applicable state and local laws and regulations, together with the construction budget for the Project. The City's Economic Development Manager or other person so directed by the City Manager shall approve the Phase I Construction Plans in writing if, in the reasonable discretion of the City: (i) the Phase I Construction Plans conform to the terms and conditions of this Agreement; (ii) the Phase I Construction Plans conform to all applicable federal, state and local law, ordinances, rules and regulations as determined by the City's Building Inspector; (iii) the Phase I Construction Plans are adequate to provide for the construction of the subject Minimum Improvements; (iv) the Phase I Construction Plans do not provide for expenditures in excess of the funds which will be available to the Developer for the construction of the Minimum Improvements; and (v) no Event of Default has occurred and is continuing. No approval by the City under this Section 4.2 shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements. No approval by the City shall constitute a waiver of an Event of Default. The City shall review the Phase I Construction Plans within thirty (30) days of submission of a complete set of Phase I Construction Plans and either approve the same or provide Developer with a list of specific required changes to be made to the Phase I Construction Plans. Upon making the specific changes to the Phase I Construction Plans as required by the City, the Developer shall re-submit the Phase I Construction Plans with the required changes to the City for its approval and if Developer made the required changes, the Phase I Construction Plans shall be approved.

(c) If the Developer desires to make any material change in any Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City Manager or designee for approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the City Manager shall approve the proposed change and notify the Developer in writing of its approval.

Section 4.3. Construction of Minimum Improvements.

(a) If Closing occurs between February 1st and September 1st, the Developer shall commence construction of the Minimum Improvements within 90 days of the Closing Date, subject to Unavoidable Delays. If Closing occurs between September 2nd and January 31st, the Developer shall commence construction of the Minimum Improvements within 180 days of the Closing Date, subject to Unavoidable Delays.

(b) The Developer shall substantially complete construction of the Minimum Improvements, except for minor "punch list items", within sixty (60) months after the Closing Date.

(c) All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Property must be in substantial conformance with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and its successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, subject to Unavoidable Delays. Subsequent to conveyance of the Property, or any part thereof, to the Developer, and until construction of the Minimum Improvements has been completed, the Developer, or its architect or contractor, shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

(d) In constructing the Minimum Improvements, the Developer shall comply with all federal, state and local laws and regulations.

Section 4.4. Certificate of Completion.

(a) Promptly after substantial completion of the Minimum Improvements in accordance with the provisions of this Agreement, the City will furnish Developer with a certificate of completion substantially in the form shown at **Exhibit G** (the "Certificate of Completion"). Upon request of the Developer, the City will also prepare certificates to recognize the completion of each phase as well as the Project in its entirety. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements, and shall operate to forever waive the City's interest in the Property.

(b) If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.5, the City shall, upon demand, provide Developer with a written statement, indicating in adequate detail in what respect Developer has failed to complete the Minimum Improvements in accordance with the provision of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such certification. Upon Developer's completion of the items

so described by the City, the City shall deliver a fully executed Certificate of Completion to Developer.

(c) The construction of the Minimum Improvements shall be deemed to be completed when the Minimum Improvements are, as reasonably determined by the City, substantially completed in accordance with the Construction Plans and when a certificate of occupancy is issued.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Required Insurance. The Developer agrees to provide and maintain or cause its general contractor to provide and maintain at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the City, and in no event more than twice per calendar year, furnish the City with proof of payment of premiums on:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(c) Workers' compensation insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in Minnesota. The policy of insurance delivered pursuant to clause (a) above shall contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

Section 5.2. Evidence of Insurance. All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. Until the Certificate of Completion is issued, the Developer agrees to deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel nor materially modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any

policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms of this Agreement. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

Section 5.3. Condemnation. Following Closing, in the event that title to and possession of the Property, or any part thereof shall be taken in condemnation or by exercise of the power of eminent domain by any governmental body or other person (except the City) the Developer shall, with reasonable promptness notify the city as to the nature and extent of such taking. In the event of such condemnation, the Parties agree to cooperate in modifying the Minimum Improvements, as may be applicable.

ARTICLE VI.

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; ENCUMBRANCES; AND INDEMNIFICATION

Section 6.1. Representation as to Development. The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Developer further recognizes that, in view of the importance of the redevelopment of the Property to the general welfare of the community and the substantial financing and other public aids that have been made available by the City for the purpose of making such development possible, the qualifications and identity of the Developer, and its shareholders, are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed relating to the construction of the Minimum Improvements.

Section 6.2. Limitations on Transfer. Until the issuance of a Certificate of Completion for the Minimum Improvements:

(a) Except for individual residential units within the Plat of the Property, the Developer will not sell, assign, convey, lease or transfer in any other mode or manner any of its right, title, and interest in and to this Agreement, all or any part of the Minimum Improvements, without the express approval of the City, which such approval shall not be unreasonably withheld, conditioned or delayed, subject to Section 6.2(b) hereof.

(b) The City shall be entitled to require, as conditions to its approval of any sale, assignment, conveyance, use or transfer of any rights, title and interest in and to this Agreement or the Minimum Improvements that:

- (1) Any proposed transferee shall not be exempt from the payment of real estate taxes and shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfil the obligations undertaken in this Agreement by the Developer;
- (2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City have expressly assumed all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject; and
- (3) The transferee must demonstrate, in a manner reasonably satisfactory to the City, its ability to perform all assumed obligations in this Agreement.

(c) In the absence of specific written agreement by the City to the contrary, neither the transfer of the Minimum Improvements prior to the issuance of a Certificate of Completion or the City's consent to such a transfer will relieve the Developer or any other party bound in any way by this Agreement from their obligations under the Agreement.

Section 6.3. Limitation Upon Encumbrance of Property. Prior to the issuance of the Certificate of Completion, the Developer agrees not to engage in any financing creating any mortgage or other encumbrance or lien upon the Property or the Minimum Improvements, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Property or the Minimum Improvements, other than the liens or encumbrances directly and solely related to acquisition of the Property, construction of the Minimum Improvements and approved by the City, which approval shall not be withheld, conditioned or delayed unreasonably if the City determines that such lien or encumbrance will not threaten its security in the Property.

Section 6.4. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof (collectively, the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements. The Developer's obligations under this Section 6.4(a) shall not extend to any matters arising out of, or attributable to, the acts, omissions, or negligence of the City or Indemnified Parties or any third party not under the Developer's direct control.

(b) Except for the negligence or willful misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further

agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements. The Developer shall have no obligation to defend or indemnify the City or any Indemnified Party against claims resulting from the negligence, willful misconduct, or breach of this Agreement by the City or any Indemnified Party. Subject to the liability limits provided in Minn. Stat. ch. 466, the City shall, in turn, indemnify and hold harmless the Developer and its agents, employees, and contractors from and against any claims, losses, or liabilities to the extent arising from the negligence or willful misconduct of the City or the Indemnified Parties.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property or Minimum Improvements due to any act of negligence of any person other than the Indemnified parties. The City and the Indemnified Parties shall be solely responsible for any damage or injury caused by their own acts, omissions, or negligence.

(d) None of the Indemnified Parties shall be liable to the Developer or to any third party for any consequential or other damages that may arise out of delays of any kind relating to activities undertaken pursuant to this Agreement, including but not limited to delays due to environmental conditions, court challenges or elements outside the control of the City.

(e) Neither Developer or Developer's Representatives shall be liable to the City or to any third party for any consequential or other damages that may arise out of delays of any kind relating to activities undertaken pursuant to this Agreement, including but not limited to delays due to environmental conditions, court challenges or elements outside the control of the Developer, provided, the Developer and Developer's Representatives (as applicable) shall use commercially reasonable efforts to avoid or minimize delays in the performance of their obligations under this Agreement.

(f) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City as a municipal entity only and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(g) Nothing in this Section is intended to waive, limit, or modify any immunities, defenses, or liability limitations available to either Party under Minnesota Statutes, including without limitation any municipal liability limitations contained in Minnesota Statutes, particularly Chapter 466.

ARTICLE VII.

EVENTS OF DEFAULT

Section 7.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by either Party to pay when due any payments required to be paid by such Party under this Agreement or to pay when due ad valorem taxes on the Property which are required to be paid by such Party under this Agreement.

(b) Failure by either Party to close on the sale and acquisition of the Property, subject to Sections 3.4 and 3.5 hereof;

(c) The Developer's failure to achieve Commencement and Completion of Minimum Improvements, or portions thereof, pursuant to the terms, conditions and limitations of this Agreement.

(d) Failure by either Party to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder, and the continuation of such failure for a period of thirty (30) days after written notice of such failure from the other Party ("Cure Rights").

(e) The Developer does any of the following prior to completion of construction of the Minimum Improvements: (i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar federal or state laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admit, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

(f) If any warranty or representation by either Party in this Agreement is untrue in any material respect.

(g) If Developer is in default under any Mortgage and has not entered into a work-out agreement with the holder of the Mortgage.

Section 7.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 7.1 of this Agreement occurs, subject to the Cure Rights and Unavoidable Delays, the City may take any one or more of the following actions:

(a) Suspend its performance under the Agreement until it receives assurances from the Developer, deemed reasonably adequate by the City, that the Developer will cure its default and continue its performance under the Agreement.

(b) Terminate this Agreement and retain the Earnest Money except as otherwise provided under Section 3.4(i);

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due or damages arising under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement. Notwithstanding anything contained in the foregoing to the contrary, in no event shall the City be entitled to seek or recover consequential, special, punitive, or speculative damages.

Section 7.3. Developer's Remedies on Default. Whenever any Event of Default by City referred to in Section 7.1 of this Agreement occurs, subject to the Cure Rights and Unavoidable Delays, the Developer may take whatever action at law or in equity may appear necessary or desirable to the Developer to collect any payments due or damages arising under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement. Notwithstanding anything contained in the foregoing to the contrary, in no event shall the Developer be entitled to seek or recover consequential, special, punitive, or speculative damages.

Section 7.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the either Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.5. Attorneys' Fees. Whenever any Event of Default occurs and either the City or Developer shall employ attorneys or incur expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting Party under this Agreement, the default Party agrees that it shall, within ten (10) days of written demand by the non-defaulting Party pay to the non-defaulting Party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party; provided, that the defaulting Party shall only be obligated to make such reimbursement if the non-defaulting party prevails in such collection or enforcement action.

ARTICLE VIII.

ADDITIONAL PROVISIONS

Section 8.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer and such successors and assigns shall devote the Property to, and only to, and in accordance with, the uses specified in the Edina City Code.

Section 8.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement it will comply with all applicable federal, state and local equal employment and nondiscrimination laws and regulations.

Section 8.3. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Project or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer or any successors in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement. None of the Developer's Representatives shall be personally liable to the City or any successors in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or successor or on any obligations under the terms of the Agreement.

Section 8.4. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either Party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested or delivered personally; and

- (a) In the case of the Developer, is addressed or delivered personally to:

Arcadia Ave Partners, LLC
c/o Hempel Real Estate
800 LaSalle Avenue, Suite 1250
Minneapolis, MN 55402
Attn: William P. Katter
Email: bkatter@hempelcompanies.com

with a copy to:

Summit Real Estate Law, PLC
800 LaSalle Avenue, Suite 1250
Minneapolis, MN 55402
Attn: Nicholas J. Monson, Esq.
Email: nick@summitrelaw.com

(b) In the case of the City, is addressed or delivered personally to:

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

with a copy to:

Dave Kendall
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

(c) Either Party may, upon written notice to the other Party, change the address to which such notices and demands are made.

(d) Notices shall be deemed effective on the earlier of the date of receipt if delivered personally, or one business day after the date of deposit in the U.S. Mail, if so dispatched by registered or certified mail.

Section 8.6. Disclaimer of Relationship. The Parties each acknowledge that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by such Party or any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner or joint venture between the City and the Developer.

Section 8.7. Covenants Running with the Land. The terms and provisions of this Agreement shall be deemed covenants running with the Property and shall be binding upon any successors or assigns of the Developer and any future owners or encumbrancers of the Property.

Section 8.8. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of Minnesota. Any dispute concerning this Agreement or the actions of the parties hereunder shall be venued in Minnesota district courts with jurisdiction over the location of the Property.

Section 8.10. No Waiver. Neither the failure of either Party to exercise any power given such party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder,

nor any custom or practice of the parties at variance with the terms hereof constitutes a waiver of either Party's right to demand exact compliance with the terms hereof.

Section 8.11. Severability. If any one or more of the provisions of this Agreement or the applicability of any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

Section 8.12. Waiver of Consequential Damages. Each Party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary, or punitive damages as a result of the breach by the other Party of any of the provisions hereof.

Section 8.13. Survival. Except as otherwise expressly set forth herein, all of the terms of this Agreement will survive and be enforceable after the Closing.

Section 8.14. Entire Agreement; Modifications. This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless set forth in a writing executed by the Parties.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf, and the Developer has caused this Agreement to be duly executed in its name and behalf, on or as of the date first above written.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

**ARCADIA AVE PARTNERS, LLC,
a Minnesota limited liability company**

By: _____

Name: William P. Katter

Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by William P. Katter, the Chief Manager of Arcadia Ave Partners, LLC, a Minnesota limited liability company, on its behalf.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

EXHIBIT “A”

LEGAL DESCRIPTION OF CITY PROPERTY

Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the East 90 feet of Lots 11 to 19 inclusive, all in Block 2, Grandview Heights, Hennepin County, Minnesota according to the recorded plat thereof;

And

That part of Government Lot 8, Section 28, Township 117, Range 21, lying North of the centerline of Eden Avenue and East of a line drawn parallel to the main track of the Minneapolis, Northfield and Southern Railway from a point on the North line of said Government Lot 8 distant 582 feet East from the Northwest corner of said Government Lot 8;

As amended by the final Survey as agreed to by the Parties.

EXHIBIT "B" CONCEPT PLAN



B1

EXHIBIT “C”

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (“Agreement”) is dated ____, 20__, and is made by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“City”) and **ARCADIA AVE PARTNERS, LLC**, a Minnesota limited liability company (“Owner”).

RECITALS

A. Owner owns certain land located in Hennepin County, Minnesota, legally described on **Exhibit A** attached hereto (“Owner Property”).

B. The City and Owner entered into that certain Contract for Private Development Agreement dated _____, 20__ (“Contract”) for acquisition of the Owner Property from the City and development of the Owner Property.

C. Pursuant to the Contract, Owner is required to grant to the City a permanent, public easement for ingress, egress and access to and from the public right of way known as Eden Avenue, as legally described on **Exhibit B-1** and depicted on **Exhibit B-2** attached hereto (“Easement Area”).

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I GRANT OF EASEMENT

Section 1.1 Easement Premises. Owner hereby grants and conveys to the City, for the benefit of the City and the general public, a non-exclusive, perpetual public easement (the “Easement”) over, across, upon and through the Easement Area, together with and including all ancillary amenities, components, and fixtures which may be located thereon and therein now or in the future (collectively, the “Easement Premises”), for the purposes of vehicular and pedestrian ingress, egress and access to and from Eden Avenue, all in accordance with and subject to the terms and conditions of this Agreement.

ARTICLE II USE OF EASEMENT PREMISES

Section 2.1 Operation and Control of Easement Premises. During the term of this Agreement, Owner shall operate the Easement Premises in accordance with this Agreement and all applicable governmental laws, ordinances, regulations and orders, at Owner’s sole cost and expense. Subject to the terms of this Agreement, owner has full authority and control over the management,

operation and use of the Easement Premises.

Section 2.2 Waste, Nuisance, Damage, Disfigurement or Injury to Easement Premises. Neither the City nor Owner shall knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Easement Premises, or any disfigurement or injury to any improvements hereafter erected or located upon the Easement Premises, or any part thereof, or the fixtures and/or equipment thereof. Owner, in its use and occupancy of the Easement Premises, shall not knowingly and willfully commit or suffer to be committed any act or thing which constitutes a nuisance. Usual and normal wear and tear, damage by the elements, unavoidable casualty or depreciation and diminution over time shall be considered “waste,” “nuisance,” “damage,” “disfigurement,” or “injury.”

Section 2.3 Owner’s Reservation of Certain Rights. The City’s easement rights under this Agreement shall be subject to the following reservations, as well as the other applicable provisions contained in this Agreement:

- (a) Owner reserves the right to temporarily erect or place barriers in and around areas on the Easement Premises which are being constructed and/or repaired in order to ensure either safety of persons or protection of property.
- (b) Owner reserves the right to adopt and enforce reasonable rules and regulations for the safe, efficient, and orderly use and operation of the Easement Premises, so long as such rules and regulations are applied on a non-discriminatory basis, do not adversely impact the City’s or the public’s rights to use of the Easement Premises as set forth in this Agreement, and are mutually agreed to by Owner and the City Manager.
- (c) Owner reserves the right to access and use the Easement Premises and grant rights to other parties the right of access and use of the Easement Premises at all times and in any manner, and grant additional rights therein, so long as such access, use or grant is not inconsistent with the rights granted to the City and general public hereunder.

ARTICLE III CONSTRUCTION AND MAINTENANCE OF THE EASEMENT PREMISES

Section 3.1 Construction of Improvements. Owner shall be responsible for construction of the improvements, including driveway, trail or sidewalk, required by the City as conditions of its approval of a plat or site plan of the Owner Property (“Improvements”), at Owner’s sole cost and expense.

Section 3.2 Maintenance. At all times during the term hereof, Owner, at its cost and expense, shall keep and maintain the Easement Premises and Improvements in good condition and repair in a first-class manner, which such maintenance shall include, without limitation, the following:

- (a) all repairs, replacements, renewals, alterations, additions and betterments thereof,

structural and on-structural, ordinary and extraordinary, and foreseen and unforeseen, all as may be necessary to keep the Easement Premises and Improvements in the condition and require required by this Agreement, and which do not adversely impact the City's or the public's rights to use of the Easement Premises and Improvements as set forth herein;

(b) maintaining all sidewalk, trail and/or driveway surfaces in a smooth and evenly-covered condition, which maintenance work shall include repairing and resurfacing the same;

(c) periodic removal of all papers, debris, filth, refuse, ice and snow, provided all of the foregoing shall be performed at appropriate intervals during such times as shall not unreasonably interfere with the use of the Easement Premises.

Section 3.3 No Obligation of the City to Repair or Maintain. The City shall have no obligation of any kind, expressed or implied, to repair, rebuild, restore, reconstruct, modify, alter, replace, or maintain the Easement Premises or any part thereof. The City may, in its discretion, remove ice and snow from the Easement Premises.

ARTICLE IV TAXES AND ASSESSMENTS

Section 4.1 Payment of Taxes and Assessments. Owner shall pay, or cause to be paid, before becoming delinquent, all real estate taxes, charges, assessments, and levies, assessed and levied by any governmental taxing authority during the term of this Agreement against the Easement Premises.

ARTICLE V INDEMNIFICATION, INSURANCE

Section 5.1 Indemnification of the City. Except to the extent caused by the willful misconduct or negligence of the City, its employees or agents, or the general public, or arising out of the default by the City and its officers, employees or agents, of obligations made pursuant to a contract with the Owner, including this Agreement, Owner hereby covenants and agrees to assume and to permanently indemnify and save harmless the City and its employees and agents from and against any and all claims, demands, actions, damages, costs, expenses, reasonably attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property, to the extent arising from or out of the design or initial construction, maintenance and operation of the Easement Premises, or in connection with the use or occupancy of the Easement Premises, or any part thereof, by Owner, or to the extent arising out of the breach of Owner's obligations hereunder.

Section 5.2 Property Insurance. At all times during the term hereof, Owner, at its sole cost and expense, shall keep the Easement Premises, and all alterations, extensions, and Improvements thereto and replacements thereof, insured, in the amount of the full replacement cost thereof and with such deductibles and Owner deems appropriate, against loss or damage by fire and against

those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against other such risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general locations, use and occupancy to such improvements.

Section 5.3 Personal Property. All property of every kind and character which Owner may keep or store in, at, upon, or about the Easement Premises shall be kept and stored at the sole risk, cost and expense of Owner as it may determine.

Section 5.4 Liability Insurance. During the term of this Agreement, Owner shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to improvements similar to those located on the Easement Premises, now or in the future, at commercially reasonable coverage levels, to be reviewed from time to time by the Owner:

- (a) insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the use, occupancy, or condition of the Easement Premises, Improvements located therein, or any part thereof, including insuring the indemnification obligations set forth in Section 5.1 above, which such insurance shall provide that the City is an additional insured.

Section 5.5 General Insurance Required. All insurance required in this Agreement shall be placed with financially sound and reputable insurers licensed to transact business in the State of Minnesota. Owner shall promptly, following the City's request therefor, furnish the City with copies of policies evidencing all such insurance or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to the City at least 10 days before the cancellation is effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

Section 5.6 No Obligation of the City for Insurance. At no time and under no circumstances shall the City be required to take out, maintain in force and effect, or pay for any time of insurance coverage with reference to the protection of and/or ownership of and/or occupancy of and/or a suite relating to the Easement Premises and/or any improvements hereafter located thereof.

ARTICLE VI CASUALTY

Section 6.1 Destruction. In the event that all or any part of the Easement Premises are destroyed by fire or other casualty, and subject to a determination by the relevant mortgage lender, Owner shall promptly rebuild , reconstruct and/or restore the same to the extent insurance proceeds are available or, in the event insurance proceeds are not sufficient to reconstruct the same, to the extent insurance proceeds combined with any contributions by Owner toward reconstruction are available.

**ARTICLE VII
DEFAULT AND REMEDIES**

Section 7.1 Default by Owner. If Owner fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days' written notice of such default or, if such default cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same, then, in such case, the City may pursue all available remedies at law and in equity.

**ARTICE VIII
MISCELLANEOUS**

Section 8.1 Waiver. The waiver by any party hereto of any breach or default of any provisions anywhere contained in this Agreement shall not be deemed to be a waiver of any subsequent breach or default thereof. No provisions of this Agreement shall be deemed to have been waived by any party hereto unless such waiver is in writing and signed by the party charged with any such waiver.

Section 8.2 Amendments. Except as otherwise herein provided, and not otherwise, no subsequent alteration, amendment, change, waiver, discharge, termination, deletion, or addition to this Agreement shall be binding upon either party unless in writing and signed by both parties.

Section 8.3 Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner: Arcadia Ave Partners, LLC
 c/o Hempel Real Estate
 800 LaSalle Avenue, Suite 1250
 Minneapolis, MN 55402
 Attn: William P. Katter
 Email: bkatter@hempelcompanies.com

with a copy to: Summit Real Estate Law, PLC
 800 LaSalle Avenue, Suite 1250
 Minneapolis, MN 55402
 Attn: Nicholas J. Monson, Esq.
 Email: nick@summitrelaw.com

In the case of the City: City of Edina
 4801 West 50th Street
 Edina, MN 55424
 Attn: City Manager

with a copy to: Campbell Knutson, P.A.
Attn: Dave Kendall
Grand Oak Office Center I
860 Blue Gentian Road
Suite 290
Eagan, MN 55121

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 8.4. Covenant Running With Land. This Agreement shall be a covenant running with the land and shall be binding upon the owners from time to time of the Owner Property.

Section 8.5 Severability. The invalidity of any portion of this Agreement shall not impair in any manner the validity, enforceability or effect of the rest of this Agreement.

Section 8.6 Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.7 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Owners have hereunto set their hands as of the day and year first above written.

[Remainder of page intentionally left blank]

[Signature pages to follow]

OWNER:

ARCADIA AVE PARTNERS, LLC,
a Minnesota limited liability company

By: _____
Name: William P. Katter
Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by William P. Katter, the Chief Manager of Arcadia Ave Partners, LLC, a Minnesota limited liability company, on its behalf.

Notary Public

CITY OF EDINA

By: _____
James B. Hovland
Its Mayor

By: _____
Scott Neal
Its City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by James B. Hovland and Scott Neal, respectively, the Mayor and City Manager, of the City of Edina, a Minnesota municipal corporation, on behalf of the entity.

Notary Public

DRAFTED BY:
Campbell Knutson P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
(651) 452-5000

EXHIBIT "A"
TO
PUBLIC ACCESS EASEMENT

Legal Description of Access Easement:

EXHIBIT "B"
TO
PUBLIC ACCESS EASEMENT

**EXHIBIT “D”
PLAZA EASEMENT AGREEMENT**

THIS PLAZA EASEMENT AGREEMENT (this "Agreement") is made and entered into this _____, day of _____ 20____ ("Effective Date"), by and between the **CITY OF EDINA**, a Minnesota municipal corporation (the "City"), and **ARCADIA AVE PARTNERS, LLC**, a Minnesota limited liability company ("Owner").

RECITALS:

- A. The City and Owner, as "Developer", are parties to that certain Contract for Private Development dated March 17, 2026 (as amended, the "Contract").
- B. The Contract provides for the development by Owner of certain real property legally described on the attached Exhibit A (referred to herein and in the Contract as the "Property").
- C. The Contract provides Owner’s development of the Property with certain "Minimum Improvements" consisting generally of a combination of for-sale condominium and townhouse units and a commercial building.
- D. The Minimum Improvements also will include a ground-level, outdoor plaza and amenity area (referred to herein as the "Plaza"), which such Plaza is located on that portion of the Property legally described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2 (the "Plaza Property").
- E. The City and Owner have agreed in the Contract that Owner shall grant an easement to the City pursuant to which the Plaza will be permanently open and accessible to the general public for its use and enjoyment pursuant to the terms and conditions of this Agreement.
- F. Owner has agreed to own, operate, manage, and maintain the Plaza pursuant and subject to the terms and conditions of the Contract and this Agreement.
- G. The City and Owner deem it to be in their interests and in furtherance of the development plan for the Property reflected in the Contract to enter into this Agreement.
- H. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Contract.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

**ARTICLE I.
GRANT OF EASEMENTS**

Section 1.1. Easement Premises. Owner hereby grants and conveys to the City, for the benefit of the City and the general public:

(a) a non-exclusive, perpetual public easement over, across, upon and through the Plaza Property, together with and including all (i) surface improvements now or hereafter located thereon, including, without limitation, all paving, sidewalks, and pathways, and (ii) all amenities, components, and fixtures now or hereafter located thereon, including, without limitation, all benches, tables, chairs, and trash receptacles, all to the extent required by the Final Development Plan, Development Contract, and the Contract (collectively, the "Plaza Premises") for the purpose of the general public utilizing the Plaza Premises and its components as a public plaza, in accordance with and subject to the terms and conditions of this Agreement, and

(b) a non-exclusive, perpetual public easement over, across, upon and through all means of pedestrian and vehicular access to and from public rights of way, streets, alleys, public spaces, and easements appurtenant and/or used in connection with the Plaza Premises located on the Property and adjoining or contiguous to the Plaza Premises, including all roads, driveways, parking lots, exterior concourses, passageways, sidewalks and stairways providing such means of access, (collectively, the "Access Premises", and together with the Plaza Premises, collectively the "Easement Premises"), all in accordance with and subject to the terms and conditions of this Agreement.

**ARTICLE II.
TERM**

Section 2.1. Term. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, shall be effective as of the date hereof, shall be perpetual, and shall remain in effect until affirmatively released by the City. Such release shall be evidenced by the recording of a release or termination of this Agreement in the real estate records of Hennepin County, Minnesota, at which time this Agreement shall terminate, subject to reconciliation of expenses and obligations incurred through the date of release or termination and the continuation of those provisions that specifically survive termination of this Agreement, and the Plaza and any other areas of the Easement Premises shall thereafter belong to and be under the sole control of Owner, its successors and assigns.

ARTICLE III.
USE OF EASEMENT PREMISES

Section 3.1. Operation and Control of Easement Premises. During the term of this Agreement, Owner shall operate the Easement Premises in accordance with this Agreement and all applicable governmental laws, ordinances, regulations and orders, at Owner's sole cost and expense. Subject to the terms of this Agreement, Owner has full authority and control over the management, operation, and use of the Easement Premises. Owner is entitled to keep and retain as its own property all income and revenue produced from the use and operation of the Easement Premises during the term of this Agreement and shall have no obligation to report to or account to the City for any such income or revenue or with respect to expenses incurred by Owner in its use and operation of the Easement Premises, provided, however, all use of the Plaza by the general public shall be free of charge and Owner shall not charge any fee for the use of the Plaza pursuant to this Agreement.

Section 3.2. Special Events. The easement rights granted hereunder include the right for the City and/or members of the general public (including organizations not affiliated with the City) to reserve and use the Plaza Premises for periodic community special events (e.g., fundraising walks/runs, art fairs, holiday events, community celebrations, etc.), provided that Owner may establish an application and permit process for such special events and require that the sponsor of such special event enter into a standard form license or similar agreement with Owner for the use of the Plaza Premises containing certain conditions, requirements, and restrictions which must be met by the special event's sponsor (e.g., insurance requirements, clean-up responsibilities, etc.). The terms and conditions of any such permit/application process and all such license/use agreements shall be commercially reasonable and applied to all users and special event sponsors on a non-discriminatory basis.

Section 3.3. Waste, Nuisance, Damage, Disfigurement or Injury to Easement Premises. Neither the City nor Owner shall knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Easement Premises, or any disfigurement or injury to any improvements hereafter erected or located upon the Easement Premises, or any part thereof, or the fixtures and/or equipment thereof. Owner, in its use and occupancy of the Easement Premises, shall not knowingly and willfully commit or suffer to be committed any act or thing which constitutes a nuisance. Usual and normal wear and tear, damage by the elements, unavoidable casualty or depreciation and diminution over time shall not be considered "waste," "nuisance," "damage," "disfigurement," or "injury."

Section 3.4. Owner's Reservation of Certain Rights. The City's easement rights under this Agreement shall be subject to the following reservations, as well as the other applicable provisions contained in this Agreement:

(a) Owner reserves the right to close-off any portion of the Easement Premises for such reasonable period of time as may be legally necessary, in the opinion of Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing-off any portion of the Easement Premises, Owner shall give as much written notice as reasonably practicable of its intention to do so.

(b) Owner reserves the right at any time and from time to time to exclude and restrain any private party from access to the Plaza for cause and on a non-discriminatory basis.

(c) Owner reserves the right to temporarily erect or place barriers in and around areas on the Easement Premises which are being constructed and/or repaired in order to ensure either safety of persons or protection of property.

(d) Owner reserves the right to adopt and enforce reasonable rules and regulations for the safe, efficient, and orderly use and operation of the Easement Premises, so long as such rules and regulations are applied on a non-discriminatory basis, do not adversely impact the City's or the public's rights to use of the Easement Premises as set forth in this Agreement, and are mutually agreed to by Owner and the City Manager. By way of example and not limitation, Owner may establish the following hours of operation: from April 15 to October 31, 7:00 a.m. - 10:00 p.m. and from November 1 to April 14, 7:00 a.m. - 8:00 p.m.

(e) Owner may impose reasonable time, place, and manner restrictions on the use of and activity within the Plaza, provided such restrictions are content neutral and imposed to the extent necessary to ensure the safe operation of the Plaza and the Minimum Improvements as a whole (e.g., promoting the safety of the residents of the residential element of the Minimum Improvements).

ARTICLE IV. MAINTENANCE OF THE EASEMENT PREMISES

Section 4.1. Maintenance. At all times during the term hereof, Owner, at its cost and expense, shall keep and maintain the Easement Premises and the other Minimum Improvements in good condition and repair in a first-class manner, similar to that of other public plazas located within other first-class, multi-use projects in the Minneapolis-Saint Paul metropolitan area, which such maintenance shall include, without limitation, the following:

(a) all repairs, replacements, renewals, alterations, additions and betterments thereto, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen, all as may be necessary to keep the Easement Premises and the other Minimum Improvements in the condition and repair required by this Agreement, and which are consistent with the requirements of the Final Development Plan, Development Contract and the Contract, and are not inconsistent with the City's or the public's rights to use of the Easement Premises as set forth in this Agreement;

(b) the inspection, repair, replacement, and maintenance of all pedestrian surfaces to a smooth and evenly-covered condition, which obligation includes, without limitation, the cleaning, sweeping, repairing and resurfacing of such pedestrian surfaces;

(c) periodic removal of all papers, debris, filth, refuse, ice and snow, provided all sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the use of the Easement Premises;

(d) maintaining and replacing all landscaping and other vegetation;

(e) placing, keeping in repair, replacing and repainting any appropriate directional signs or markers within or associated with the Easement Premises;

(f) operating, keeping in repair, cleaning and replacing, when necessary, such lighting facilities as may be reasonably required, including, without limitation, all lighting necessary or appropriate for security of the Easement Premises; and

(g) maintaining in good working order, repairing, and replacing as necessary all domestic water, sewer, storm water, gas, electricity, power, heat, telephone, other communications service and any and all other utility or similar services used, rendered, or supplied, upon, at, from, or in connection with the Easement Premises.

Section 4.2. No Obligation of the City to Repair or Maintain. The City shall have no obligation of any kind, expressed or implied, to repair, rebuild, restore, reconstruct, modify, alter, replace, or maintain the Easement Premises or any part thereof.

ARTICLE V. UTILITIES

Section 5.1. Utility Charges. During the term of this Agreement, Owner shall pay, or cause to be paid, when the same become due, all charges for water, sewer usage, storm water, gas, electricity, power, heat, telephone, or other communications service and any and all other utility or similar services used, rendered, supplied, or consumed in, upon, at, from, or in connection with the Easement Premises, or any part thereof.

ARTICLE VI. TAXES AND ASSESSMENTS

Section 6.1. Payment of Taxes and Assessments. Owner shall pay, or cause to be paid, before becoming delinquent, all real estate taxes, charges, assessments, and levies, assessed and levied by any governmental taxing authority during the term of this Agreement against the Easement Premises and the other Minimum Improvements. Nothing contained in this Agreement shall

require Owner to pay any franchise, estate, inheritance, excise, succession, capital levy, or transfer tax of the City or any income, excess profits or revenue tax payable by the City under this Agreement. Subject to the terms of the Contract, Owner shall have the right and option, at any time but solely at Owner's expense, to pay any real estate taxes or assessments in installments or under protest or in a similar manner, or to contest the levy or amount of the same in appropriate legal or administrative proceedings.

ARTICLE VII. INDEMNIFICATION, INSURANCE

Section 7.1 Indemnification of the City. Except to the extent caused by the willful misconduct or negligence of the City, its employees or agents, or the general public, or arising out of the default by the City and its officers, employees or agents of obligations made pursuant to a contract with Owner, including this Agreement, Owner hereby covenants and agrees to assume and to permanently indemnify and save harmless the City and its employees and agents from and against any and all claims, demands, actions, damages, costs, expenses, reasonable attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property, to the extent arising from or out of the design or initial construction, maintenance and operation of the Easement Premises, or in connection with the use or occupancy of the Easement Premises, or any part thereof, by Owner, or to the extent arising out of the breach of Owner's obligations hereunder.

Section 7.2. Property Insurance. At all times during the term hereof, Owner, at its sole cost and expense, shall keep the Easement Premises and the other Minimum Improvements, and all alterations, extensions, and improvements thereto and replacements thereof, insured, in the amount of the full replacement cost thereof and with such deductibles as Owner deems appropriate, against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to such improvements.

Section 7.3. Personal Property. All property of every kind and character which Owner may keep or store in, at, upon, or about the Easement Premises shall be kept and stored at the sole risk, cost, and expense of Owner.

Section 7.4. Liability Insurance. During the terms of this Agreement, Owner shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to facilities and improvements similar to those located on the Easement Premises, at commercially reasonable coverage levels, to be reviewed from time to time by Owner: insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the use, occupancy, or condition of the Easement Premises, or any part thereof,

including insuring the indemnification obligations set forth in Section 7.1 above. Such insurance shall provide that the City is an additional insured.

Section 7.5. General Insurance Requirement. All insurance required in this Agreement shall be placed with financially sound and reputable insurers licensed to transact business in the State of Minnesota. Owner shall promptly, following the City's request therefor, furnish the City with copies of policies evidencing all such insurance or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to the City at least 10 days before the cancellation becomes effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

Section 7.6. No Obligation of the City for Insurance. At no time and under no circumstances shall the City be required to take out, maintain in force and effect, or pay for any type of insurance coverage with reference to the protection of and/or ownership of and/or occupancy of and/or a suit relating to the Easement Premises and/or any improvements hereafter located thereon.

ARTICLE VIII. ASSIGNMENT

Section 8.1. Assignment by the City. During the term of this Agreement, the City may not assign or transfer its interest under this Agreement without the prior written consent of Owner.

ARTICLE IX. CASUALTY

Section 9.1. Destruction. In the event that all or any part of the Easement Premises and/or other portions of the Minimum Improvements are destroyed by fire or other casualty, and subject to a determination by the relevant mortgage lender, Owner shall promptly rebuild or reconstruct the same to the extent insurance proceeds are available or, in the event insurance proceeds are not sufficient to reconstruct the same, to the extent insurance proceeds combined with any contributions by Owner toward reconstruction are available.

ARTICLE X. EMINENT DOMAIN

Section 10.1. Major Condemnation. If all of the Easement Premises is taken, acquired, or condemned by eminent domain for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of vesting of title in the condemning authority. Each party shall make its own claim in the condemnation proceeding based upon the value of its respective interest in the Easement Premises.

**ARTICLE XI.
DEFAULT AND REMEDIES**

Section 11.1. Default By Owner. If Owner fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days' written notice of such default or, if such default cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same, then, in such case, the City may pursue all available remedies at law and in equity.

**ARTICLE XII.
MISCELLANEOUS**

Section 12.1. Waiver. The waiver by any party hereto of any breach or default of any provisions anywhere contained in this Agreement shall not be deemed to be a waiver of any subsequent breach or default thereof. No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver is in writing and signed by the party charged with any such waiver.

Section 12.2. Amendments. Except as otherwise herein provided, and not otherwise, no subsequent alteration, amendment, change, waiver, discharge, termination, deletion, or addition to this Agreement shall be binding upon either party unless in writing and signed by both parties. Owner and the City agree to join in and consent to amendments to this Agreement, to the extent such amendments are reasonably required by Owner's relevant mortgage lender encumbering the Easement Premises, provided; however, that Owner and the City shall not be required to enter into any amendment which does not adequately protect the legitimate interest and security of the City with respect to the development of the Property as contemplated in the Contract.

Section 12.3. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Agreement does not require the joinder or approval of any other person and each of the parties respectfully has the full, unrestricted and exclusive legal right and power to enter into this Agreement for the term and upon the provisions herein recited and for the use and purposes hereinabove set forth. This Agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any construction lender or permanent lender.

Section 12.4. Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Premises to the general public, except as explicitly set forth in this Agreement.

Section 12.5. Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c)

delivered personally, as follows:

In the case of Owner: Arcadia Ave Partners, LLC
 c/o Hempel Real Estate
 800 LaSalle Avenue, Suite 1250
 Minneapolis, MN 55402
 Attn: William P. Katter
 Email: bkatter@hempelcompanies.com

with a copy to: Summit Real Estate Law, PLC
 800 LaSalle Avenue, Suite 1250
 Minneapolis, MN 55402
 Attn: Nicholas J. Monson, Esq.
 Email: nick@summitrelaw.com

In the case of the City: City of Edina
 4801 West 50th Street
 Edina, MN 55424
 Attn: City Manager

with a copy to: Campbell Knutson, P.A.
 Attn: Dave Kendall
 Grand Oak Office Center I
 860 Blue Gentian Road
 Suite 290
 Eagan, MN 55121

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 12.6. No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, action or remedies to any person or entity.

Section 12.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.8. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 12.9. Consents and Approvals. In all cases where consents or approvals are required hereunder, such consents or approvals shall not be unreasonably conditioned, delayed or withheld. All consents or approvals shall be in writing in order to be effective.

Section 12.10. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 12.11. Survival. The easements granted hereby and each reservation, covenant, condition and restriction contained in this Agreement will run with the land and will be binding upon, and inure to the benefit of, as the case may be, Owner and the City and their respective successors and assigns.

Section 12.12. Subdivision. The parties acknowledge that the Property may be subdivided by a Registered Land Survey. Following such subdivision, the fee owner of any portion of the Property may prepare an amendment to this Agreement to (i) confirm those parcels of the Property which are burdened or benefitted by the terms and condition of this Agreement, and (ii) release all other parcels of the Property from the terms and conditions of this Agreement. Such owner shall deliver the amendment to the all other fee owners of the Property and to the City for execution, and all other fee owners of the Property and the City shall promptly execute and acknowledge the amendment and return it to the fee owner that prepared the amendment for recording against title to the Property.

[Remainder of page intentionally left blank; signature pages follow]

**EXHIBIT A
TO
PLAZA EASEMENT**

A1

**EXHIBIT B-1
TO
PLAZA EASEMENT**

**EXHIBIT B-2
TO
PLAZA EASEMENT**

Depiction of the Plaza Property [See attached]

**EXHIBIT “E”
SIDEWALK EASEMENT AGREEMENT**

THIS SIDEWALK EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____ 20____ ("Effective Date"), by and between **ARCADIA AVE PARTNERS, LLC**, a Minnesota limited liability company ("Owner"), and the **CITY OF EDINA, MINNESOTA**, a Minnesota municipal corporation (the "City").

RECITALS:

- A. Owner is the owner of the real property legally described on Exhibit A attached hereto and incorporated herein (the "Property").
- B. The Property is subject to that certain Contract for Private Development by and among Owner and the City, dated March 17, 2026 (the "Contract").
- C. Pursuant to the Contract, Owner has agreed to grant the City an easement over, upon and across the surface of that portion of the Property legally described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2 (the "Sidewalk Property") for sidewalk and public access purposes, on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

- 1. Easement Premises. Owner hereby grants and conveys to the City, for the benefit of the City and the general public a non-exclusive, perpetual public easement over, across, upon and through the Sidewalk Property, together with and including all (a) surface improvements now or hereafter located thereon, including, without limitation, all paving, sidewalks, pathways, retaining walls, and other hardscapes and (b) all amenities, components, and fixtures now or hereafter located thereon, including, without limitation, all transit stops, benches, trash receptacles, and landscaping, (collectively, the "Easement Premises"), for the purpose of the general public utilizing the Easement Premises and its components for their respective intended purposes, including for the passage and access of pedestrians, in accordance with and subject to the terms and conditions of this Agreement.
- 2. Term. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, shall be effective as of the date hereof, shall be perpetual, and shall remain in effect until affirmatively released by the City. Such release shall be evidenced by the recording of a release or termination of this Agreement in the real estate records of Hennepin County, Minnesota, at which time this Agreement shall terminate, subject to reconciliation of expenses and obligations incurred through the date of release or termination and the continuation of those provisions that specifically survive termination of this Agreement, and the Easement

Premises shall thereafter belong to and be under the sole control of Owner.

3. Operation and Control of Easement Premises. During the term of this Agreement, Owner shall operate the Easement Premises for sidewalk and public access purposes and other related or incidental purposes consistent with Section 1 above and in accordance with this Agreement and all applicable governmental laws, ordinances, regulations and orders, at Owner's sole cost and expense.

4. Maintenance. At all times during the term hereof, Owner, at its cost and expense, shall keep and maintain the Easement Premises in good condition and repair, which such maintenance shall include, without limitation, the following:

(a) all repairs, replacements, renewals, alterations, additions and betterments thereto, as may be necessary to keep the Easement Premises in the condition and repair required by this Agreement, and which do not impair the City's or the public's rights to use of the Easement Premises as set forth in this Agreement;

(b) the maintenance of all pedestrian surfaces to a smooth and evenly-covered condition, which obligation includes, without limitation, the cleaning, sweeping, repairing and resurfacing of such pedestrian surfaces;

(c) periodic removal of all papers, debris, filth, refuse, ice and snow, provided all sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the use of the Easement Premises;

(d) maintaining and replacing all landscaping and other vegetation;

(e) placing, keeping in repair, replacing and repainting any appropriate directional signs or markers within or associated with the Easement Premises; and

(f) operating, keeping in repair, cleaning and replacing, when necessary, such Easement Premises lighting facilities as may be reasonably required to reasonably illuminate the Easement Premises, including, without limitation, all lighting within the Easement Premises.

5. No Obligation of the City to Repair or Maintain. The City shall have no obligation of any kind, expressed or implied, to repair, rebuild, restore, reconstruct, modify, alter, replace, or maintain the Easement Premises or any part thereof.

6. Payment of Taxes and Assessments. Owner shall pay, or cause to be paid, before becoming delinquent, all real estate taxes, charges, assessments, and levies, assessed and levied by any governmental taxing authority during the term of this Agreement against the Easement Premises. Nothing contained in this Agreement shall require Owner to pay any franchise, estate, inheritance, excise, succession, capital levy, or transfer tax of the City or any income, excess profits or revenue

tax payable by the City under this Agreement. Subject to the terms of the Contract so long as the same remains in effect, Owner shall have the right and option, at any time but solely at Owner's expense, to pay any real estate taxes or assessments in installments or under protest or in a similar manner, or to contest the levy or amount of the same in appropriate legal or administrative proceedings.

7. Indemnification and Insurance.

(a) Indemnification of the City. Except to the extent caused by the willful misconduct or negligence of the City, its employees or agents, or the general public, or arising out of the default by the City and its officers, employees or agents of obligations made pursuant to a contract with Owner, including this Agreement, Owner hereby covenants and agrees to assume and to indemnify and save harmless the City and its employees and agents from and against any and all claims, demands, actions, damages, costs, expenses, reasonable attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property, to the extent arising from or out of the design or initial construction, maintenance and operation of the Easement Premises, or in connection with the use or occupancy of the Easement Premises, or any part thereof, by Owner, or to the extent arising out of the breach of Owner's obligations hereunder.

(b) Property Insurance. At all times during the term hereof, Owner, at its sole cost and expense, shall keep the Easement Premises and all alterations, extensions, and improvements thereto and replacements thereof, insured, in the amount of the full replacement cost thereof and with such deductibles as Owner deems appropriate, against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar construction, general location, use, and occupancy to such improvements.

(c) Liability Insurance. During the term of this Agreement, Owner shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to facilities and improvements similar to those located on the Easement Premises, at commercially reasonable coverage levels, to be reviewed from time to time by Owner: insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the use, occupancy, or condition of the Easement Premises, or any part thereof, including insuring the indemnification obligations set forth in Section 7.1 above. Such insurance shall provide that the City is an additional insured.

(d) General Insurance Requirement. All insurance required in this Agreement shall be placed with financially sound and reputable insurers licensed to transact business in the State of Minnesota. Upon written request of the City, Owner shall furnish the City with a certificate or certificates of the respective insurers stating that such insurance is in force and effect. The

insurance coverage herein required may be provided by a blanket insurance policy or policies.

8. Casualty and Condemnation. In the event that all or any part of the Easement Premises are destroyed by fire or other casualty, and subject to a determination by the relevant mortgage lender, Owner shall promptly rebuild, reconstruct and/or restore the same to the extent insurance proceeds are available or, in the event insurance proceeds are not sufficient to reconstruct and/or restore the same, to the extent insurance proceeds combined with any contributions by Owner toward reconstruction are available. If all of the Easement Premises is taken, acquired, or condemned by eminent domain for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of vesting of title in the condemning authority. Each party shall make its own claim in the condemnation proceeding based upon the value of its respective interest in the Easement Premises.

9. Default By Owner. If Owner fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days' written notice of such failure or, if such failure cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same, then, in such case, the City may pursue all available remedies at law and in equity, including curing such failure on behalf of Owner and Owner shall pay to the City all costs incurred by the City on account thereof within 30 days after demand thereof by the City. If Owner fails to make payment within such 30-day period, the City may assess such costs incurred to all or any portion of the Property as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

10. Miscellaneous.

(a) Waiver. The waiver by any party hereto of any breach or default of any provisions anywhere contained in this Agreement shall not be deemed to be a waiver of any subsequent breach or default thereof. No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver is in writing and signed by the party charged with any such waiver.

(b) Amendments. Except as otherwise herein provided, and not otherwise, no subsequent alteration, amendment, change, waiver, discharge, termination, deletion, or addition to this Agreement shall be binding upon either party unless in writing and signed by both parties.

(c) Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Agreement does not require the joinder or approval of any other person and each of the parties respectfully has the full, unrestricted and exclusive legal right and power to enter into this Agreement for the term and upon the provisions herein recited and for the use and purposes hereinabove set forth.

(d) Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Premises to the general public.

(e) Notices. Except as otherwise expressly provided in this Agreement, a notice,

demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner: Arcadia Ave Partners, LLC
 c/o Hempel Real Estate
 800 LaSalle Avenue, Suite 1250
 Minneapolis, MN 55402
 Attn: William P. Katter
 Email: bkatter@hempelcompanies.com

with a copy to: Summit Real Estate Law, PLC
 800 LaSalle Avenue, Suite 1250
 Minneapolis, MN 55402
 Attn: Nicholas J. Monson, Esq.
 Email: nick@summitrelaw.com

In the case of the City: City of Edina
 4801 West 50th Street
 Edina, MN 55424
 Attn: City Manager

with a copy to: Campbell Knutson, P.A.
 Attn: Dave Kendall
 Grand Oak Office Center I
 860 Blue Gentian Road
 Suite 290
 Eagan, MN 55121

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

(f) No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, action or remedies to any person or entity.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(h) Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

(i) Consents and Approvals. In all cases where consents or approvals are required hereunder, such consents or approvals shall not be unreasonably conditioned, delayed or withheld. All consents or approvals shall be in writing in order to be effective.

(j) No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

11. Survival. The easements granted hereby and each reservation, covenant, condition and restriction contained in this Agreement will run with the land and will be binding upon, and inure to the benefit of, as the case may be, Owner and the City and their respective successors and assigns.

12. Subdivision. The parties acknowledge that the Property may be subdivided by a Registered Land Survey. Following such subdivision, the fee owner of any portion of the Property may prepare an amendment to this Agreement to (i) confirm those parcels of the Property which are burdened or benefitted by the terms and condition of this Agreement, and (ii) release all other parcels of the Property from the terms and conditions of this Agreement. Such owner shall deliver the amendment to the all other fee owners of the Property and the City for execution, and all other fee owners of the Property and the City shall promptly execute and acknowledge the amendment and return it to the fee owner that prepared the amendment for recording against title to the Property.

[Remainder of page intentionally left blank]

[Signatures pages to follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

OWNER:

ARCADIA AVE PARTNERS, LLC,
a Minnesota limited liability company

By: _____

Name: William P. Katter

Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by William P. Katter, the Chief Manager of Arcadia Ave Partners, LLC, a Minnesota limited liability company, on its behalf.

Notary Public

EXHIBIT A

Legal Description of Property

EXHIBIT B-1

Legal Description of the Sidewalk Property

EXHIBIT B-2

Depiction of the Sidewalk Property [See attached.]

**EXHIBIT “F”
PURCHASE AGREEMENT**

1. **PARTIES.** This Purchase Agreement is made on _____ day of _____, 20____ (“Agreement”), by and between the **CITY OF EDINA**, a Minnesota municipal corporation, located at 4801 West 50th Street, Edina, Minnesota 55424 (“Purchaser”), and the **ARCADIA AVE PARTNERS, LLC**, a Minnesota limited liability company (“Seller”).

2. **OFFER/ACCEPTANCE.** Purchaser offers to purchase and Seller agrees to sell real property located in the City of Edina, County of Hennepin, State of Minnesota, legally described in Exhibit A attached hereto (referred to herein as the “Property”).

3. **PRICE AND TERMS.** The price for the real property included in this sale is _____ (\$_____) based on the following property to be purchased:

_____ \$50,000.00 per townhome unit, plus 2% per year from _____ (calculated on a monthly basis) for _____ townhome units;

_____ \$47,500.00 per condominium unit, plus 2% per year from _____ (calculated on a monthly basis) for _____ condominium units;

_____ \$1,000,000.00 for the commercial lot, plus 2% per year from _____ (calculated on a monthly basis)

which shall be payable by Purchaser to Seller in cash or certified funds in full on the Date of Closing.

4. **DEED/MARKETABLE TITLE.** Upon performance by Purchaser, Seller shall execute and deliver a Warranty Deed conveying marketable title of record, subject to:

- A. Covenants, conditions, restrictions, declarations and easements of record, if any;
- B. Reservations of minerals or mineral rights by the State of Minnesota, if any;
- C. Building and zoning laws, ordinances, state and federal regulations; and
- D. Any other matters consented to by Purchaser in writing or not timely objected to by Purchaser.

(hereinafter “Permitted Exceptions”).

5. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

A. Prior Years' Deferred or Delinquent Real Estate Taxes. Any deferred or delinquent real estate taxes payable in years prior to the year of Closing, including any Green Acres deferment, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

B. Deferred or Delinquent Special Assessments. Any deferred or delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

C. Real Estate Taxes and Special Assessments Payable in the Year of Closing. Real estate taxes payable in the year of Closing shall be prorated between Seller and Purchaser on a calendar year basis to the Date of Closing. On or before the Date of Closing, Seller shall pay in full all levied, pending, and certified special assessments associated with the Property as of the date of this Agreement. Seller shall pay penalty, interest, and costs on any delinquent installment of taxes and special assessments payable in the year of Closing.

6. SELLERS' BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIENS. Seller represents that to the best of Seller's knowledge the buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller represents that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrant that there are no present violations of any restrictions relating to the use or improvement of the Property.

7. ACCESS PRIOR TO CLOSING. Upon reasonable notice to Seller, Purchaser and Purchaser's authorized agents shall have the right during the period from the date of this Agreement to the Date of Closing to enter in and upon the Property in order to make, at Purchaser's expense, surveys, measurements, soil tests and other tests that Purchaser shall deem necessary. Purchaser agrees to restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees. Purchaser shall not perform any invasive testing of the Property without Seller's prior written consent. Seller's consent may be conditioned upon any restrictions that Seller deems necessary. Notwithstanding the foregoing, Purchaser's liability shall be limited pursuant to the liability limits under Minn. Stat. ch. 466.

8. POSSESSION. Seller shall deliver possession of the Property not later than the actual Date of Closing.

9. TITLE INSURANCE BY SELLERS. Purchaser shall obtain a title insurance commitment for an ALTA Owner's Form title insurance policy (the "Commitment") issued by a

title company, certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, by which said company commits to issue its policy of title insurance that insures that at closing Purchaser shall have good, marketable and insurable title of record to the Property. Purchaser shall be allowed twenty (20) business days after receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

10. TITLE CORRECTIONS AND REMEDIES. Seller shall have twenty (20) business days from receipt Purchaser's written title objections to notify Purchaser of Seller's intention to make title marketable within twenty (20) days from Seller's receipt of such written objections. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of Closing shall not delay the Closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of title within ten (10) days after written notice to Purchaser, the parties shall perform the Agreement according to its terms. If no such notice is given, or if notice is given but title is not corrected within the time provided for, this Agreement shall be null and void, at the option of Purchaser, and in such case, neither party shall be liable for damages hereunder to the other.

11. NOTICES. Any notices required or permitted to be given hereunder shall be in writing and shall be effective: (i) when delivered personally, (ii) when received by overnight courier service (provided that a copy of such notice is deposited in the United States mail within one (1) business day of the email transmission), or (iii) three (3) days after being deposited in the United States Mail (sent certified or registered, return receipt requested), in each case addressed as follows (or to such other address as the parties hereto may designate in the manner set forth herein):

If to Purchaser: City of Edina
 4801 W. 50th St.
 Edina, MN 55424
 Attn: City Manager

with a copy to: Campbell Knutson, P.A.
 Grand Oak Office Center I
 860 Blue Gentian Road, Suite 290
 Eagan, MN 55121
 Attn: Edina City Attorney

In the case of Owner: Arcadia Ave Partners, LLC
 c/o Hempel Real Estate
 800 LaSalle Avenue, Suite 1250
 Minneapolis, MN 55402
 Attn: William P. Katter

Email: bkatter@hempelcompanies.com

with a copy to: Summit Real Estate Law, PLC
800 LaSalle Avenue, Suite 1250
Minneapolis, MN 55402
Attn: Nicholas J. Monson, Esq.
Email: nick@summitrelaw.com

12. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.

13. WELL DISCLOSURE. *[Check one of the following:]*

Seller certify that Seller does not know of any wells on the Property.

Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

14. DISCLOSURE OF INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM.
[Check one of the following:]

Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.

Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

15. SELLER'S COVENANTS AND REPRESENTATIONS. Seller as part of the consideration therefore, represents and covenants with Purchaser and its successors and assigns that:

- A. Seller has or as of the Date of Closing will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions, and any other matters affecting the title, except for the Permitted Exceptions. Seller has the present full authority and power to execute this Agreement and, on or prior to the Date of Closing, Seller shall have the full authority and power to close the sale of the Property.
- B. To Seller's actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.
- C. As of the Date of Closing there will be no outstanding or unpaid claims, actions, or

causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date hereof.

- D. Seller is not foreign persons as defined in § 1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.
- E. To Seller's actual knowledge, there is no action, litigation, investigation, or other proceedings of any kind pending or threatened against Seller with respect to the Property.
- F. To Seller's actual knowledge: (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. § 6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds, or pesticides ("**Hazardous Materials**") have been generated, treated, stored, released, or disposed of or otherwise placed, deposited in, or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Seller shall indemnify and hold Purchaser harmless from any and all claims, causes of action, damages, losses, or costs (including reasonable lawyer's fees) relating to breach of the foregoing representations and warranties by Seller or to hazardous substances or petroleum products in the subsoil or ground water of the Property which arise from or are caused by acts or occurrences upon the Property prior to Purchaser taking possession. These warranties and indemnifications shall survive the delivery of the Warranty Deed.

The covenants, representations, and warranties contained in this Section shall be deemed to benefit Purchaser and its successors and assigns and shall survive any termination or expiration of this Agreement or the delivery of the Limited Warranty Deed. All of Seller's covenants, representations, and warranties in this Agreement shall be materially true as of the date hereof and of the Closing Date and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement, or Purchaser may postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty. Seller indemnifies Purchaser from any breaches of the covenants, warranties, and representations set forth in this Section.

16. CONDITIONS TO PURCHASER'S OBLIGATIONS. The obligations of Purchaser under this Agreement are conditioned upon satisfaction or waiver by Purchaser of each of the following by the Closing Date ("Purchaser's Contingencies):

- (a) Access, Investigations or Testing. Purchaser determining, in its sole discretion, on or before the Closing Date, that it is satisfied, in its sole discretion, with Purchaser's inspection of the Property and the results of matters disclosed by any environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent.
- (b) Title. Title shall have been found acceptable by Buyer in its sole discretion, or been made acceptable, in accordance with the requirements and terms of Paragraph 10 of this Agreement.
- (c) Representations and Warranties. The representations of Seller contained in this Agreement will be true now and on the Closing Date as if made on the Closing Date.

If the Purchaser's Contingencies have not been satisfied on or before the Closing Date, then the Purchaser may, at the Purchaser's option, terminate this Agreement by giving notice to the Seller on or before the Closing Date. The contingencies set forth in this section are for the sole and exclusive benefit of the Purchaser, and the Purchaser shall have the right to waive the contingencies by giving notice to the Seller.

17. CLOSING. The closing (the "Closing") shall take place at the offices of a title company designated by Purchaser (the "Title Company"). The Closing shall occur within ninety (90) days after the execution of this Agreement by all parties ("Closing Date"), or at such other time as agreed upon by the parties. Unless otherwise agreed by the parties in writing, in the event that any of the contingencies provided for in this Agreement are not satisfied prior to the Date of Closing, this Agreement shall be null and void and of no further force and effect. At closing, Sellers and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Number for the purposes of completing state and federal tax forms.

18. CLOSING DOCUMENTS.

- A. At the Closing, Sellers shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):
 - (1) **Limited Warranty Deed.** A Limited Warranty Deed in recordable form and reasonably satisfactory to Purchaser, which shall include the following well representations: "Seller certifies that the Seller does not know of any wells on the described Property."
 - (2) **Seller's Affidavit.** A standard form affidavit by Sellers indicating that on

the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Sellers or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

- (3) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Sellers, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Sellers are not a “foreign person” as defined in §1445(f)(3) of such Code and such regulations.
- (4) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.
- (5) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.
- (6) **Settlement Statement.** A Closing settlement statement prepared by the Title Company reflecting the financial provisions of this Agreement.
- (7) **Other Documents.** All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Purchaser shall execute and deliver to Sellers the following:

- (1) **Purchase Price.** Payment of the Purchase Price.
- (2) **Settlement Statement.** A Closing settlement statement prepared by the Title Company reflecting the financial provisions of this Agreement.
- (3) **CRV.** A Certificate of Real Estate Value in form acceptable to the Title Company and Seller.
- (4) **Other Documents.** All documents reasonably determined by either party or the title insurance company to be necessary to provide title insurance for the Property.

19. CLOSING COSTS.

A. The following costs relating to the Closing of this transaction shall be paid by Seller:

- (1) The cost of issuance of the title commitment;
- (2) State deed tax and conservation fee attributable to the Limited Warranty Deed;
- (3) One half of the closing fee charged by Title Company for the Closing between Seller and Purchaser;
- (4) The cost of recording the satisfaction of any existing mortgage and any other reasonable document(s) necessary to make title marketable.
- (5) Seller's attorney fees.

B. The following costs relating to the Closing of this transaction shall be paid by Purchaser as follows:

- (1) The premium issued pursuant to the Commitment;
- (2) Recording fee for the Limited Warranty Deed;
- (3) Purchaser's attorneys' fees;
- (4) One half of the closing fee charged by Title Company for the Closing between Seller and Purchaser; and
- (5) The cost of engineers or other consultants, if any, engaged by Purchaser regarding the Property.

20. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Agreement.

21. BROKER'S COMMISSIONS. Seller and Purchaser represent to each other that they have dealt with no brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all other claims, damages, costs or expenses of or for any fees or commissions resulting from their separate actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

22. ASSIGNMENT. Neither party may assign its rights under this Agreement without the prior written consent of the other party.

23. REMEDIES. If Seller has performed or are ready, willing and able to perform all obligations required by this Agreement and Purchaser shall fail or refuse to perform this

Agreement within the time and in the manner provided, then Seller's sole remedy shall be the right to terminate this Agreement by giving a 30-day written notice to Purchaser pursuant to Minnesota Statutes section 559.21, as it may be amended for time to time. If Purchaser fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate. Upon termination, parties shall have no further rights and obligations hereunder other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement.

If Purchaser has performed or is ready, willing and able to perform all obligations required by this Agreement and Seller shall fail or refuse to perform this Agreement within the time and in the manner provided, then Purchaser, at its option may (a) terminate this Agreement, or (b) bring an action for specific performance provided that any action for such specific performance is commenced within six (6) months after such right arises. Purchaser may also bring a claim for actual damages for its actual out-of-pocket expenses related to this Agreement, as a result of Seller's default.

24. ENTIRE AGREEMENT; MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

25. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

26. CONTROLLING LAW. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

27. COUNTERPARTS. This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date.

[Remainder of page intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year written above.

PURCHASER:

CITY OF EDINA

By: _____

_____, Its Mayor

By: _____

_____, City Manager

SELLER:

ARCADIA AVE PARTNERS, LLC,
a Minnesota limited liability company

By: _____

Name: William P. Katter

Its: Chief Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Insert Legal Description of properties to be purchased pursuant to Contract for Private Development Contract between the City of Edina and Arcadia Ave Partners LLC, dated _____.

**EXHIBIT “G”
CERTIFICATE OF COMPLETION**

Redevelopment of 5146 Eden Avenue – Phase [____]

WHEREAS, Arcadia Ave Partners, LLC, a Minnesota limited liability company (“Developer”, entered into a Contract for Private Development (“Contract”) with the City of Edina, a Minnesota municipal corporation (“City”) dated March 17, 2026, with the intention of constructing a series of Minimum Improvements on the site to be delivered in phases and collectively known as the Project, and

[**WHEREAS**,the Developer has completed specific portions of the Project described as: _____ . These portions are located at the following addresses: _____ and identified with the following Parcel Identification Numbers (PIDs): _____.]

[**WHEREAS**, the Developer has completed the Project in its entirety.]

NOW THEREFORE, The City certifies that the Developer has fully complied with its obligations to construct the phase(s) of the Project’s Minimum Improvements described above in accordance with the applicable provisions of the Contract. The City acknowledges that Developer is released and forever discharged from its obligations under the Contract with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements described above, and the City waives any right, title or interest it may have in the applicable portion of the Property. The Hennepin County Recorder’s Office is hereby authorized to accept for recording the filing of this instrument, to be a conclusive determination of the satisfaction and termination of the covenants and conditions of the Contract for Private Development described above.

IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed in its name and behalf on the _____ day of _____, 20_____.

CITY OF EDINA

By: _____
_____, Its Mayor

And: _____
_____, Its City Manager

STATE OF MINNESOTA)

)ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ and _____, respectively, the Mayor and City Manager, of the City of Edina, a Minnesota municipal corporation, on behalf of the entity.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

Campbell Knutson

Professional Association

Grand Oak Office Center I

860 Blue Gentian Road, Suite 290

Eagan, Minnesota 55121

Telephone: (651) 452-5000



Whereas the City is the fee owner of a certain real property located at 5146 Eden Avenue (PID No. 28-117-21-31-0014, 28-117-21-31-0015, 28-117-21-31-0016) in the City of Edina which is legally described in Exhibit A attached hereto (“Property”);

Whereas the City and Arcadia Ave Partners, LLC, a Minnesota limited liability company (“Arcadia”) have negotiated the final terms of the sale and development of the Property as set forth in a Contract for Private Development (“Agreement”);

Whereas the City has received and reviewed the proposed Agreement for the sale and purchase of the Property to be entered into between the City and Arcadia;

Whereas the City desires to convey the Property to Arcadia under the terms of the Agreement;

Whereas pursuant to Minnesota Statutes §462.356, subd. 2, the Planning Commission has reviewed the proposed conveyance of the Property and has found that the conveyance is consistent with the City’s comprehensive municipal plan.

Now, therefore, be it resolved by the City Council of the City of Edina:

1. The conveyance of the Property to Arcadia pursuant to the Agreement is approved.
2. The Mayor and City Manager are hereby authorized and directed to execute any and all documents as necessary to complete the sale transaction pursuant to the Agreement.

Dated: March 17, 2026

EXHIBIT "A"

Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the East 90 feet of Lots 11 to 19 inclusive, all in Block 2, Grandview Heights, Hennepin County, Minnesota according to the recorded plat thereof;

And

That part of Government Lot 8, Section 28, Township 117, Range 21, lying North of the centerline of Eden Avenue and East of a line drawn parallel to the main track of the Minneapolis, Northfield and Southern Railway from a point on the North line of said Government Lot 8 distant 582 feet East from the Northwest corner of said Government Lot 8;

As amended by the final Survey as agreed to by the Parties.



Item Number: 8.2

Department: Parks & Recreation

Item Activity: Discussion

Prepared By: Rachel DeVries, Park Planner

Item Title: Braemar Park Master Plan Presentation: Improvements at Golf Dome Trailhead Parking and Pickleball

Action Requested:

Presentation to review improvements to existing golf dome parking for trailhead and pickleball as part of Braemar Park Master Plan. Construction purchase requests for implementation will be brought to City Council at future meetings, including agenda item 8.3.

Information/Background:

At 500 acres Braemar Park attracts both residents and regional visitors to its numerous recreational opportunities, often utilizing Braemar Boulevard/ Hilary Lane for access. The Braemar Park Master Plan identified upgrades for this critical road network to support multi-modal transportation and increase bike and pedestrian safety. The adopted Braemar Park master plan identified several updates, enhancements, and replacements of amenities park wide. The plan also includes site improvements, including parking for trailhead use and pickleball.

Staff and consultants examined the entire park and selected the Braemar Golf Dome site as the highest feasibility for parking expansion to improve and address unsafe conditions and to create a trailhead location that also includes pickleball practice facilities. Designs looked into parking and traffic impacts, environmental impacts, and accessibility opportunities, including EV charging stations.

Resources/Financial Impacts:

Parking, pickleball, biking, and pedestrian upgrades will be supported by local option sales tax funding.

Relationship to City Policies/Plans/Budget Pillars:

Expansion for safety and recreational use are supported by parks and trails strategic plan as well as sustainability goals.



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Engagement

Items were identified during master plan creation.



Equity

Accessibility for all users. Addition of pickleball courts for southwest quadrant. Reduction in barriers for new players and lessons.



Health

Addition of pickleball court surfacing will promote physical fitness and social play. Reduction of on-street parking increases patron safety.



Stewardship

Maximization of recreational space and minimization of hard surfaces and maintenance requirements by creating dual-use space.



Sustainability

Reduction of hard surfaces and preservation of canopy and natural resources by creating dual-use spaces.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Braemar Park Braemar Dome Project Presentation



The CITY of
EDINA

Braemar Park Implementation

Improvements at Golf Dome Trailhead Parking and Pickleball

EdinaMN.gov

Braemar Master Plan Highlights

- Plan components
 - Pedestrian Trail System
 - Mountain Bike Trail System
 - Ski Trail System
 - Natural Resources
 - **Site Improvements**



Braemar Golf Dome Site Improvements

- Goals
 - Improve site safety
 - Incorporate trail users
 - Incorporate future road plans
 - Maximize recreational potential
 - Incorporate Pickleball needs
 - Minimize barriers and impacts



Parking Challenges

- Off Street parking creates challenges
 - 30-46 cars recorded during video observations
 - 745 daily visitors with 10% during peak times



Parking Expansion

- Existing Conditions
 - Existing Season November through April
 - 58 parking stalls 55 standard and 3 accessible
 - 750 average daily visitor average in March
 - Two entry points
 - Off street Parking on Braemar Blvd shoulder
 - Braemar Blvd horizontal curvature creates visibility challenges



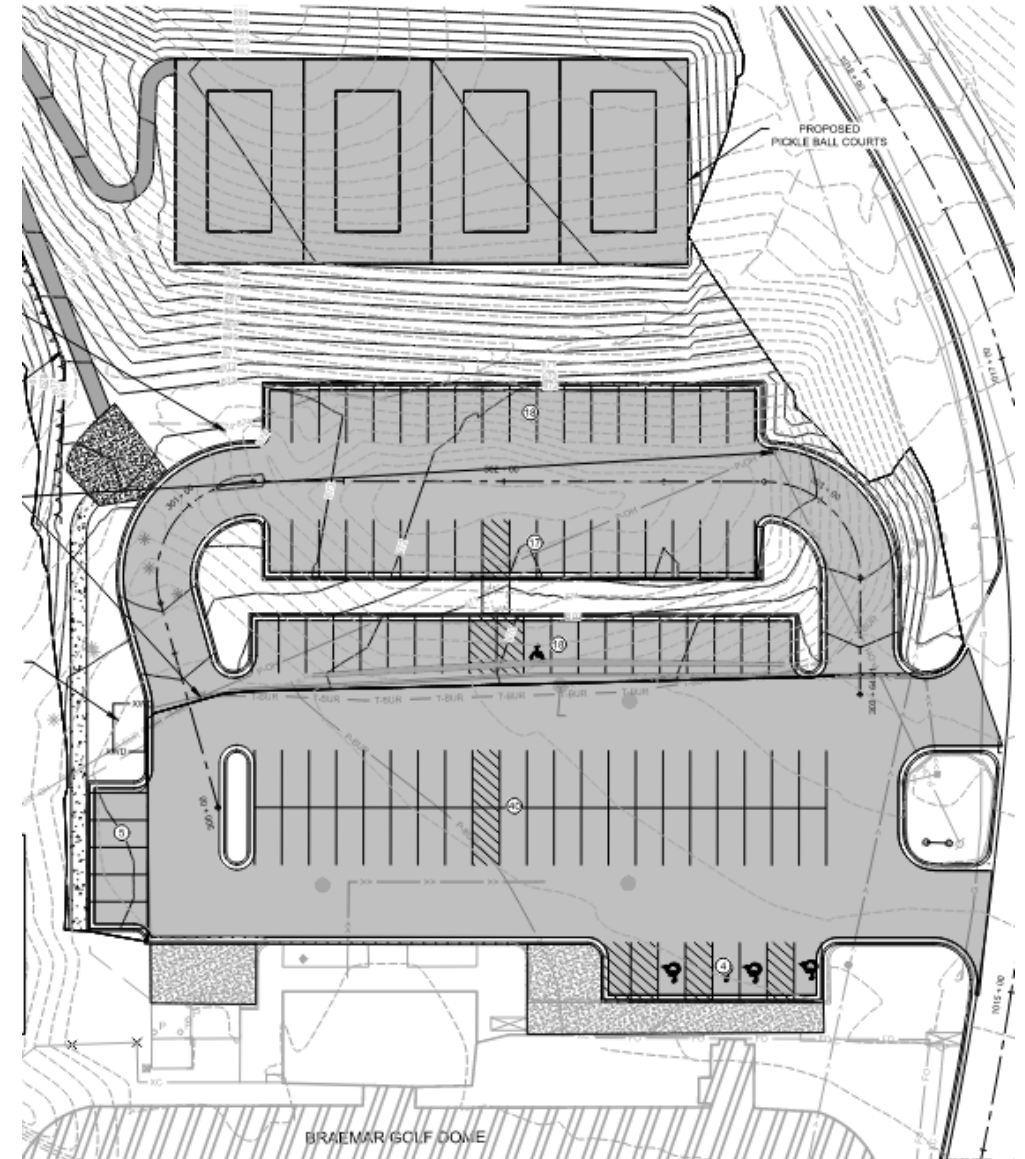
Pickleball Practice Facility

- Maximize summer use
- Minimized sound disturbances
- Opportunities for lessons and designated practice areas
- Adds 4 courts for use and helps alleviate pressures



Concept Evolution

- Image shows early design rendition with pickleball courts build to north of property
 - Impacts
 - 10,000 square feet of impervious surfacing in addition to parking lot addition. Impact to
 - 25,000 square feet of Oak woodlands (50+ Oaks impacted)



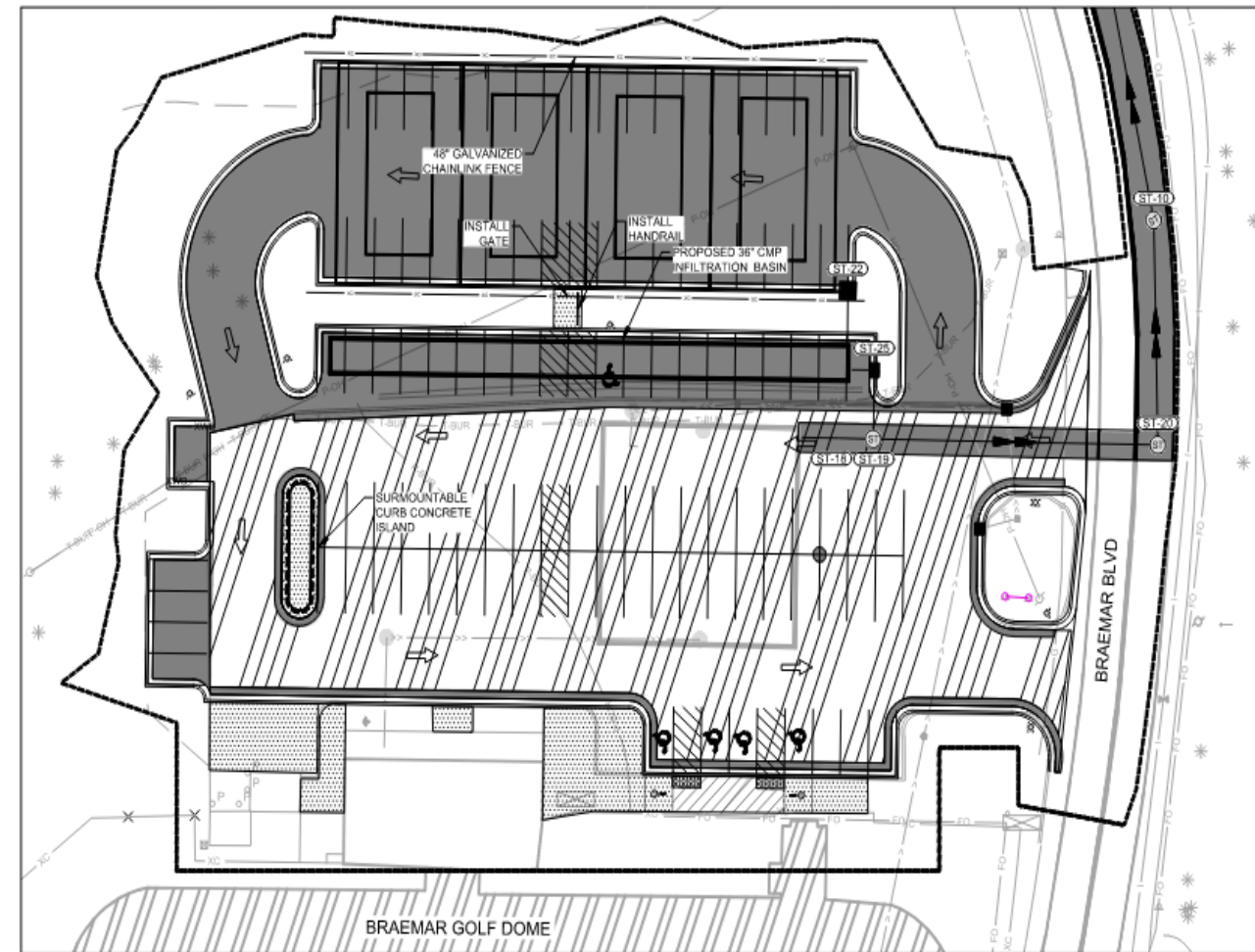
Maximizing Sustainability and Recreation

- Reduction of hard surfaces
- Reduction of tree impacts
- Maximization of Recreational Potential
 - Pickleball Practice Facility
 - Trailhead
- EV ready infrastructure



Project Components

- Preconstruction
 - Tree Removals Package
 - April Completion
- Parking Lot Expansion
 - Addition of 50 Parking Spots
 - Improved Sightlines and Flow
 - Trailhead and connections
 - Pickleball Practice Facility
 - Stormwater Improvements
 - Braemar Blvd Section Repavement
 - Utility Relocates
 - Construction after Golf Dome Season is concluded



Braemar Park Forestry Goals

- Support
 - Existing and Restored Eco-Types
 - Healthy Canopy Coverage
 - Succession Planting
 - Forest Diversity and Climate Resilience
- Create
 - Experience
 - Sustainable Landscape
- Invest
 - 2025 Arbor Day
 - 200 Trees
 - 25,000 SF Resilient Woodland Canopy
 - Storm Damaged Areas
 - Buffer Plantings
 - Restoration Plantings and Invasives Suppression
 - Future Planting Events





Item Number: 8.3

Department: Parks & Recreation

Item Activity: Action

Prepared By: Rachel DeVries, Park Planner

Item Title: Purchase Request: Braemar Park Master Plan Preconstruction Tree Clearing and Grubbing at Braemar Golf Dome

Action Requested:

Approve Purchase Request for reconstruction tree removal and grubbing at Braemar Park with Castle Rock Contracting and Tree Service LLC for \$39,420.

Requisition Number: 12600093

Vendor: Castle Rock Contracting and Tree Service LLC

Equipment Status: Replacement

Funding Source: LOST Capital

Cost: \$39,420

Information/Background:

Braemar Park master plan identified several updates, enhancements, and replacements of amenities park wide. Site improvements including trailhead parking and pickleball were identified. Staff studied feasibility options for these improvements throughout the park and determined the best area for addition was to site adjacent to the Braemar Golf Dome Parking lot. Improvements were designed to address safety and maximize recreational potential while balancing the need to minimize tree impacts and hard surfaces. This purchase request is the first part of the project which includes tree removal and grubbing to allow for construction later this summer.

Resources/Financial Impacts:

Project funded through local option sales tax (LOST)

Relationship to City Policies/Plans/Budget Pillars:



Strong Foundation



Reliable Service



Livable City



Better Together

Values Impact:



Engagement

Project engaged through Master Plan process.



Equity

Braemar Park brings accessible recreation to the SW quadrant.



Health

Addition of new recreational activities promoting physical and social health.



Stewardship

Maximization of services and investments by expanding users.



Sustainability

Minimizing impacts to natural resources and reduction of hard surfaces.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Braemar Tree Package Castle Rock Contract (Board Portal)

**FORM OF AGREEMENT
BETWEEN CITY OF EDINA AND CONTRACTOR
FOR NON-BID CONTRACT
P&R23208-8
Braemar Golf Dome Tree Clearing and Grubbing**

THIS AGREEMENT made this **17th** day of March **2026**, by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“Owner” or “City”) and **CASTLE ROCK CONTRACTING AND TREE SERVICE LLC**, (“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 SEH
- D. Drawing (1 to 6 sheets), prepared by SEH
- E. Responsible Contractor Verification of Compliance
- F. 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 “F” having the last priority.

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

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contract **\$39,420** 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 April 17, 2026.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Responsible Contractor. This contract may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn Stat. § 16C.285, subd. 3.
- K. Subcontracts:
- (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

- (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

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

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

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

Contractual Liability (identifying the contract):

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

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

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

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

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

11. PERFORMANCE AND PAYMENT BONDS. Performance and payment bonds are not required for the doing of any public work if the contract price is \$175,000 or less. On projects of more than \$175,000 for the doing of public work a payment bond and a performance bond each in the amount of the contract price must be furnished to the City prior to commencement of work. The form of the bonds must satisfy statutory requirements for such bonds.

12. MISCELLANEOUS.

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

- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
- J. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not 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



Item Number: 9.1

Prepared By: Transportation Commission

Item Activity: Refer to Staff

Item Title: Joint Advisory Communication: Wooddale Ave Bike Lane Project

Approved by the Transportation Commission February 19, 2026

Approved by the Energy & Environment Commission March 12, 2026

Approved Work Plan Item: No

Council Charge: NA

Situation: Wooddale serves neighborhoods where kids, families and older adults walk, bike, and cross every day. For a corridor with its traffic volumes and speeds, national guidance supports protected facilities that clearly separate people walking and biking from motor vehicle traffic.

Before narrowing direction, we believe Council should have the benefit of a full evaluation of feasible alternatives and their safety impacts.

This project is a rare opportunity to make meaningful, cost-effective safety improvements. We encourage Council to ensure all viable options are thoughtfully reviewed and presented prior to selecting a final design.

Recommendation: As you consider the 2026 Wooddale Avenue mill and overlay, the Transportation and Energy & Environment Commissions urge Council to direct staff to review and present viable all-ages-and-abilities (AAA) design alternatives for the corridor – including options beyond those currently proposed such as those in the attached presentation provided to the Transportation Commission by members of the community.

Items not on the approved work plan: Council action is rarely taken mid-year for items not on the current approved work plan. Action is only taken if Council chooses to discuss the Advisory Communication at the Council meeting and provides specific direction through a Council vote. Commissions are encouraged to submit new initiative proposals through the annual work plan process.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

1. Staff Presentation (Board Portal)
2. Community Presentation (Board Portal)

Project Limits

Legend

- Advisory Bike Lane
- Bikeable Shoulder
- - - Bike Boulevard
- Shared Bike Lane
- Shared/Standard Bike Lane
- Standard Bike Lane
- Buffered Bike Lane
- Shared Use Path
- Nine Mile Creek Regional Trail

- Wooddale Ave, W 50th St to Valley View Rd
- Only north-south bike corridor in NE quadrant
- Bituminous overlay scheduled for 2026
- Pedestrian and Bicycle Master Plan recommends combination of standard bike lanes, buffered bike lanes, and shared-use paths



Existing Conditions

- W 50th St to W 56th St
 - NB shared bike lane
 - SB standard bike lane
 - On-street parking (east only)
 - 5' sidewalk (east only)
- W 56th St to Valley View Rd
 - NB/SB shared bike lanes
 - On-street parking (east only)
 - 5' sidewalk (east only)
- ADT: 5,200-6,700 vpd (2022-2023)
- 25 mph speed limit

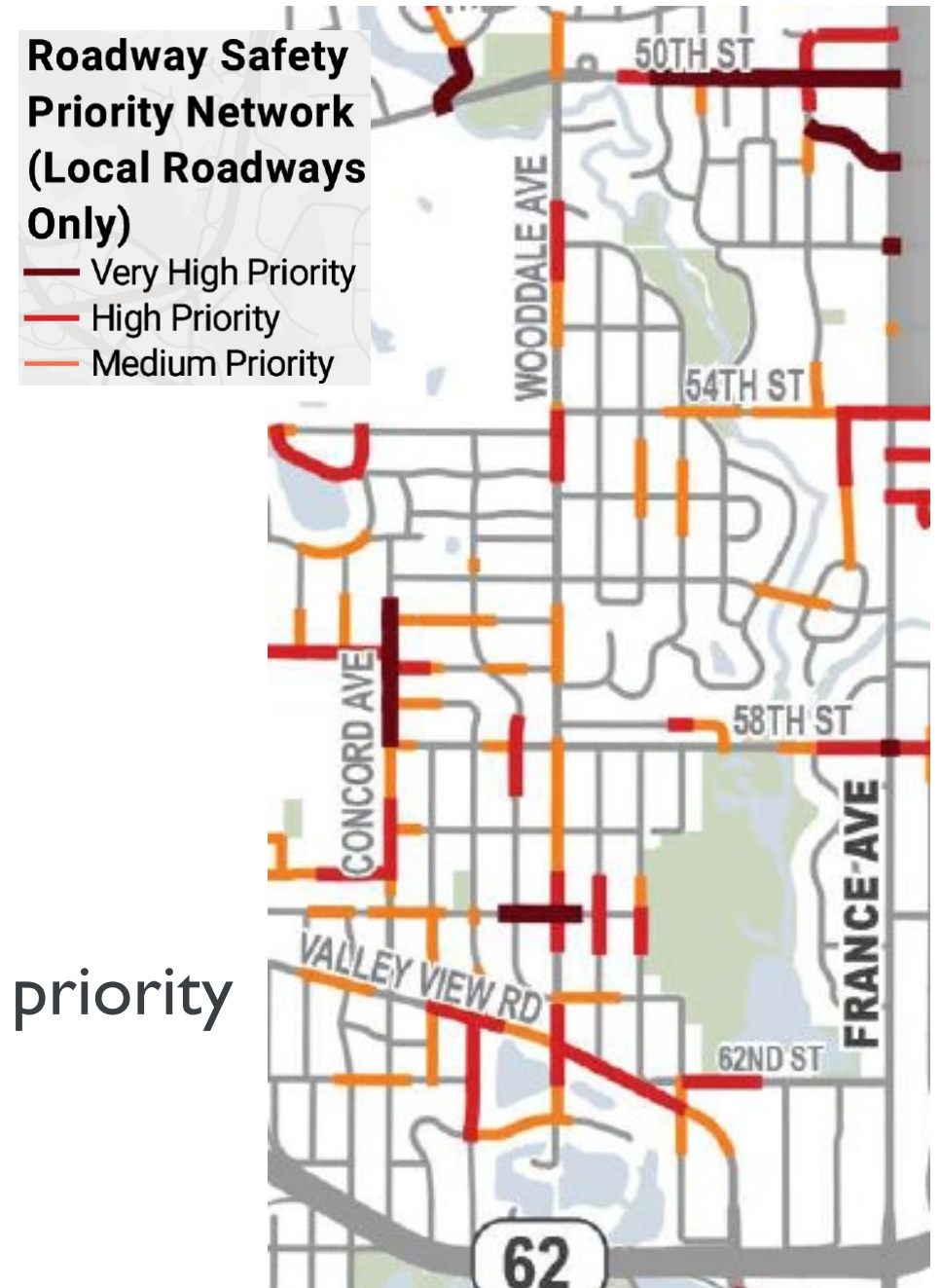
Legend

- - - - - Advisory Bike Lane
- Bikeable Shoulder
- - - - - Bike Boulevard
- Shared Bike Lane
- Shared/Standard Bike Lane
- Standard Bike Lane
- Buffered Bike Lane
- Shared Use Path
- Nine Mile Creek Regional Trail



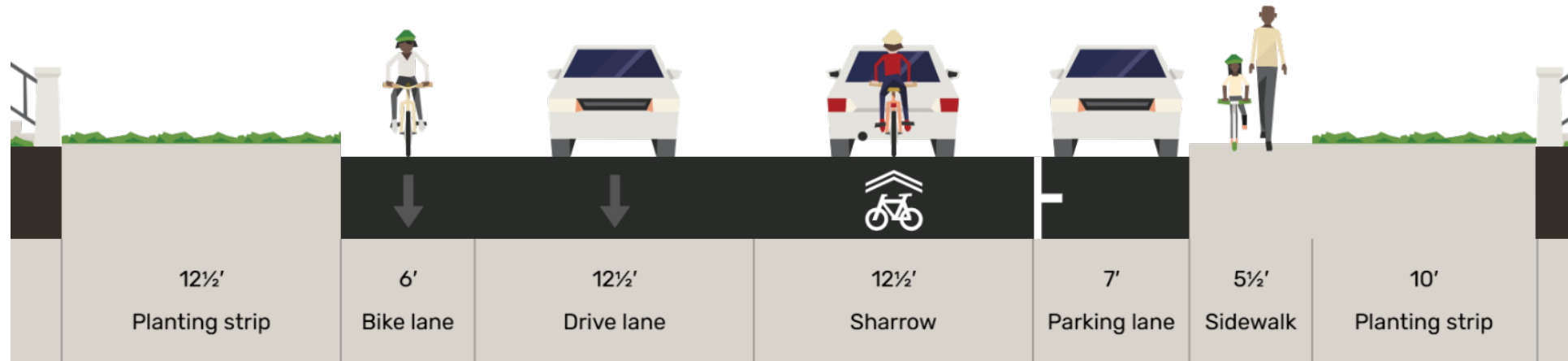
Existing Conditions

- 29 reported crashes in last 10 years
 - Severity:
 - 38% minor/possible injury (11)
 - 62% property damage only (18)
 - Mode:
 - 70% involved motor vehicle (20)
 - 10% involved cyclist (3)
 - 10% involved parked car (3)
 - 10 % other (3)
- Several segments noted as medium/high priority in draft SEMAP

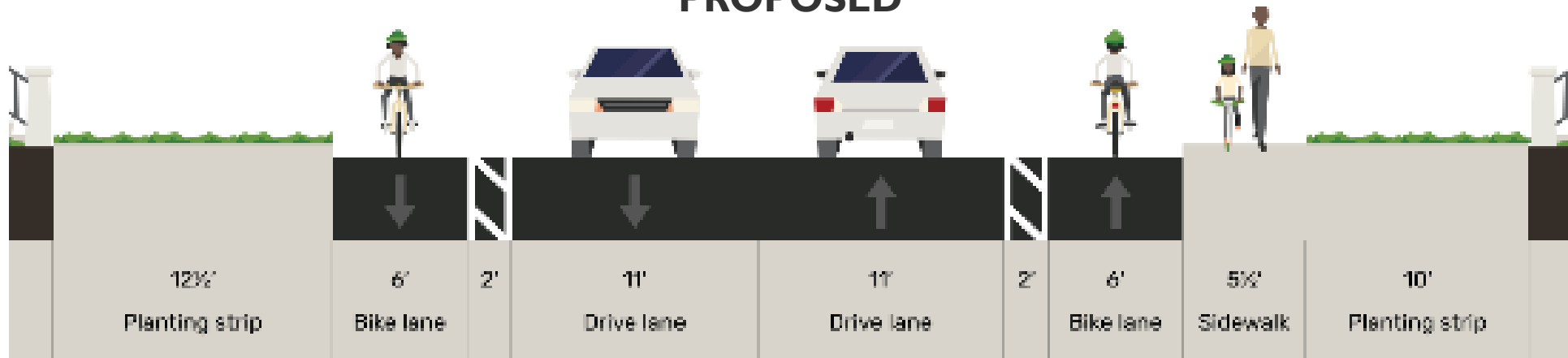


W 50th St to W 56th St

EXISTING



PROPOSED

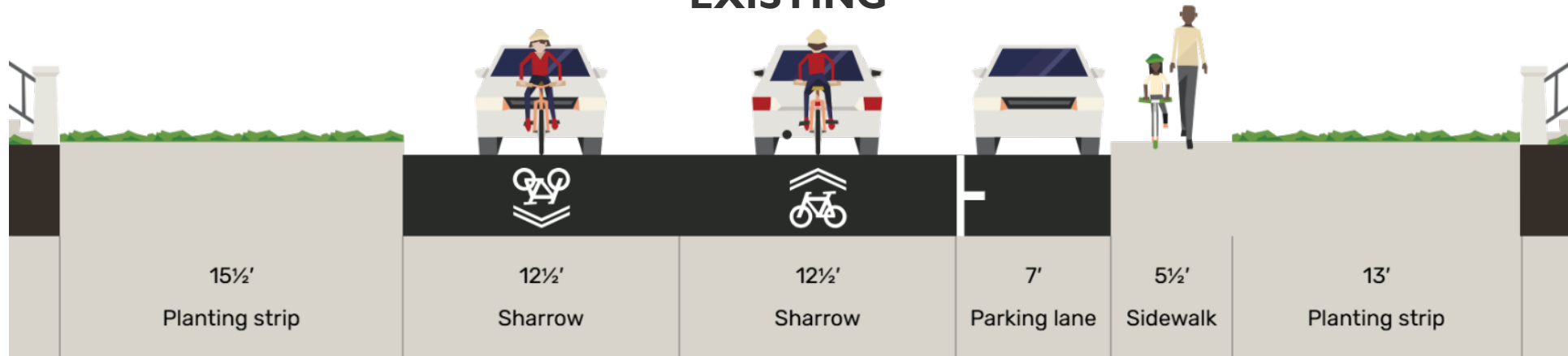


The CITY of
EDINA

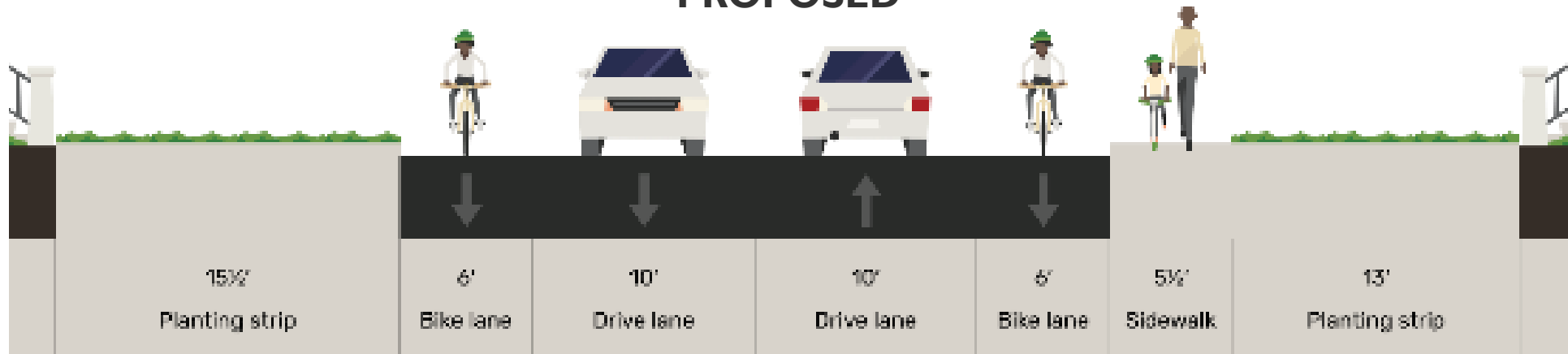
**Actual dimensions may vary along the corridor*

W 56th St to W 61st St

EXISTING



PROPOSED

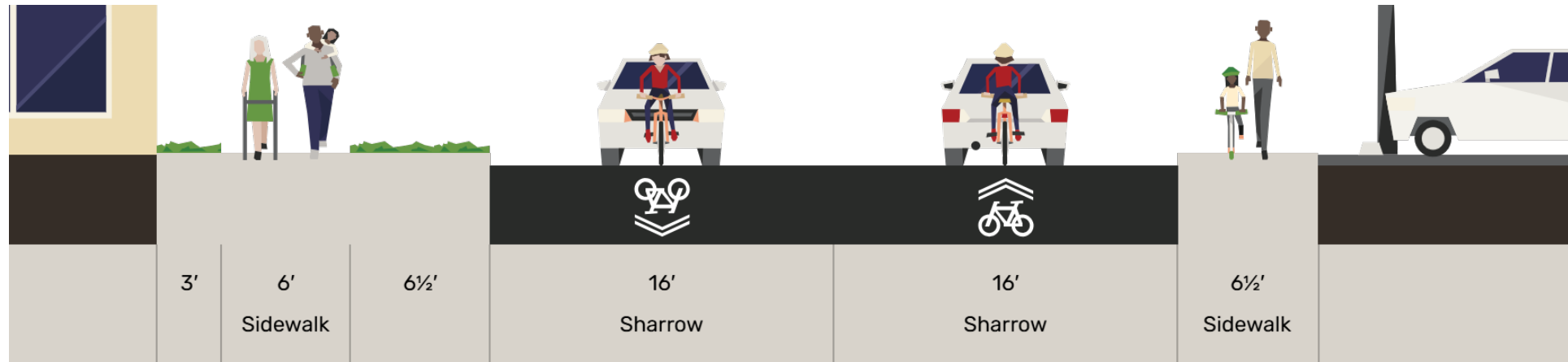


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EDINA

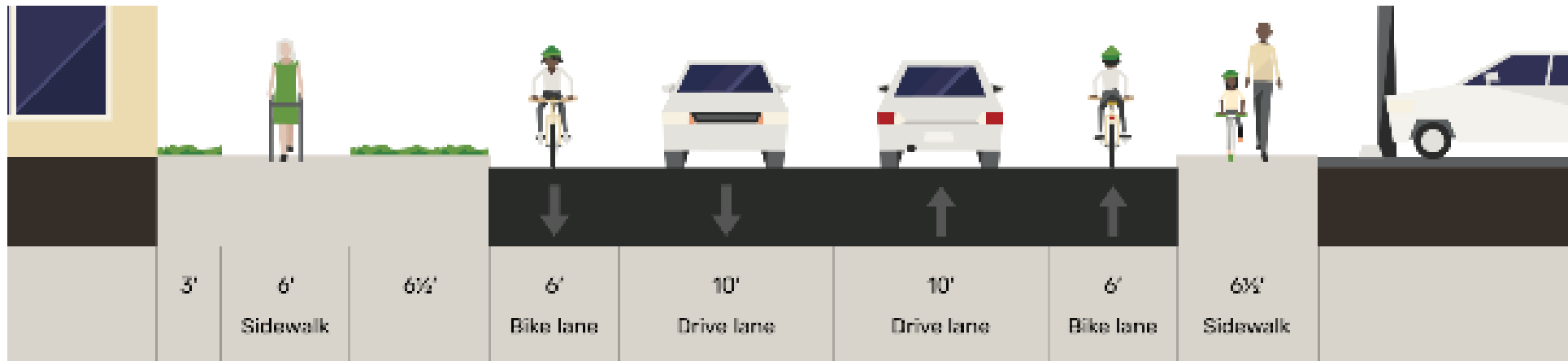
**Actual dimensions may vary along the corridor*

W 61st St to Valley View Rd

EXISTING



PROPOSED



Connecting Facilities

- Existing:
 - Wooddale Ave bike boulevards/shared-use path
 - Valley View Rd bike lanes
- Planned:
 - Wooddale Ave bridge
 - Rosland Park pedestrian bridge
 - Wooddale Ave bike lanes through Country Club
- Future:
 - Bike lanes on Golf Terrace, W 54th St, W 58th St
 - Connection to Fred Richards Park/NMCRT

Legend	
Advisory Bike Lane	Proposed Twin Loops
Existing Bike Boulevard	Proposed Bike Boulevard
Bikeable Shoulder	Proposed Bike Lane
Existing Shared Bike Lane	Proposed Buffered Bike Lane
Existing Bike Lane	Proposed Shared-Use Path
Existing Buffered Bike Lane	Proposed CP Rail Regional Trail
Existing Shared-Use Path	
Nine Mile Creek Regional Trail	



Next Steps

- Seeking feedback from adjacent properties
- Project will require a no parking resolution from City Council (spring 2026)
- If approved, implementation will occur following overlay (summer 2026)



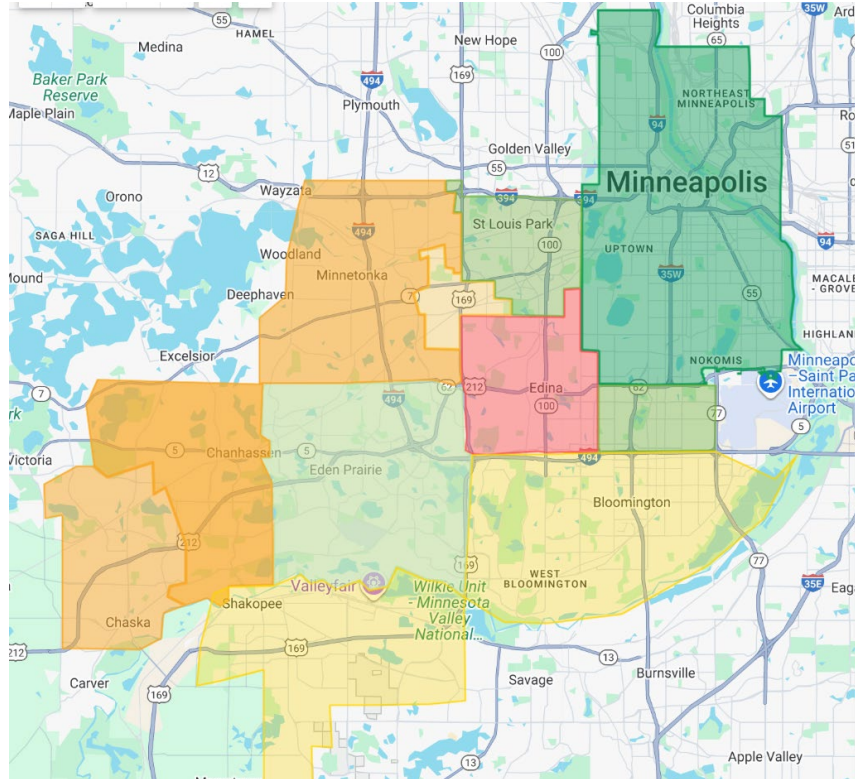
Wooddale Corridor



Spring 2026

We've fallen behind

City	Rating
Minneapolis	73
St Louis Park	57
Richfield	53
Eden Prairie	45
Bloomington	36
Shakopee	35
Hopkins	34
Chaska	31
Minnetonka	31
Chanhassan	30
Edina	24



[PeopleForBikes.com](https://www.peopleforbikes.com) City Ratings 2025

Protected vs Unprotected



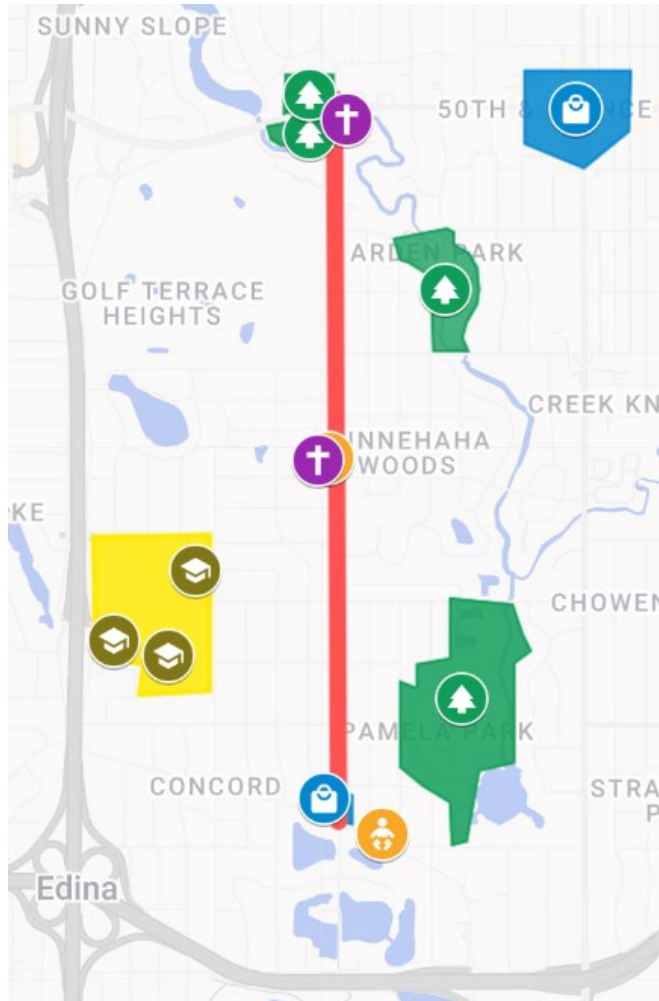
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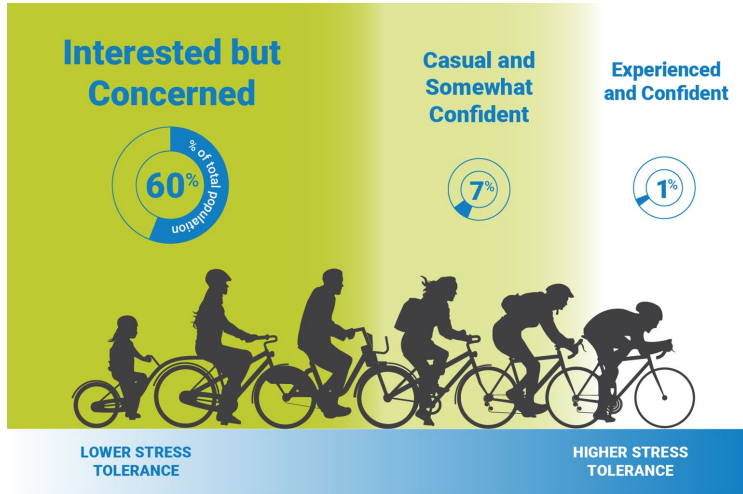
Everyday Destinations

- Schools
- Parks
- Small Businesses
- Daycares
- Churches

Future Connectivity

- Rosland Bridge (2026)
- Valley View Rd
- 50th St
- Wooddale to St. Louis Park

All Ages and Abilities



"Protected bike lanes are the **only** tool for All Ages & Abilities biking on streets with high curbside demand, speeds of more than **25mph**, multiple adjacent travel lanes, or motor vehicle volumes above **6,000** vehicles per day."

- NACTO Urban Bikeway Design Guide, 2025 (pg 148)

AAA design advances city plans

- Comprehensive Plan
- Climate Action Plan
- Bike/Ped Master Plan
- Active Routes to School Plan

Transportation and Land Use



Decrease community wide VMT by 7% by 2030.

As outlined in the chart to the right, the total vehicle miles traveled (VMT) in Edina in 2019 was 581 million miles. This is an increase of 80.2 million miles, or 12.7% increase over the seven year span. Edina has also seen a steady trend in commuter modes with 78% commuters driving alone. Decreasing commuters driving alone by 6% to match the county-wide average would decrease vehicle miles traveled by up to 10 million miles. Increasing opportunities and safety of bike and walking routes to schools, retail nodes, and recreation centers can support reduced vehicle use for other types of daily trips.

Implementation Actions

-
- TL 1-1 Revise street design standards and prioritize funding to align with Vision Zero strategies to **create safe streets for people walking, biking**, micro-mobility options, and riding transit while also accommodating vehicles. Provide bicycle and pedestrian safety and skills training to all school-aged children in Edina with an accompanying program to educate parents and all interested adults.
-
- TL 1-2 **Accelerate building on-street and off-street protected bike lanes**, sidewalks, crosswalks, and other walking infrastructure in high-need areas and fill connectivity gaps as identified in the City's Bike and Pedestrian Master Plan.

Research supports AAA (protected) design

- **1.8x larger increases** in bicycle commuting compared to standard (painted) lanes (1)
- Ridership increase of **+21% to +171%** after protected lanes were installed (2)
- Ridership increase of **+50%** after protected lanes were installed (3)

- **10%** of riders on the protected lanes said they **switched from other modes** (e.g., car, transit) (2)

- **8% speed reduction** of vehicles vs standard lanes (4)

- Protected lanes **reduce bike/car crashes up to 50%** compared to standard lanes (5)

(1) The Link Between Low-Stress Bicycle Facilities and Bicycle Commuting — Ferencak & Marshall (2025)

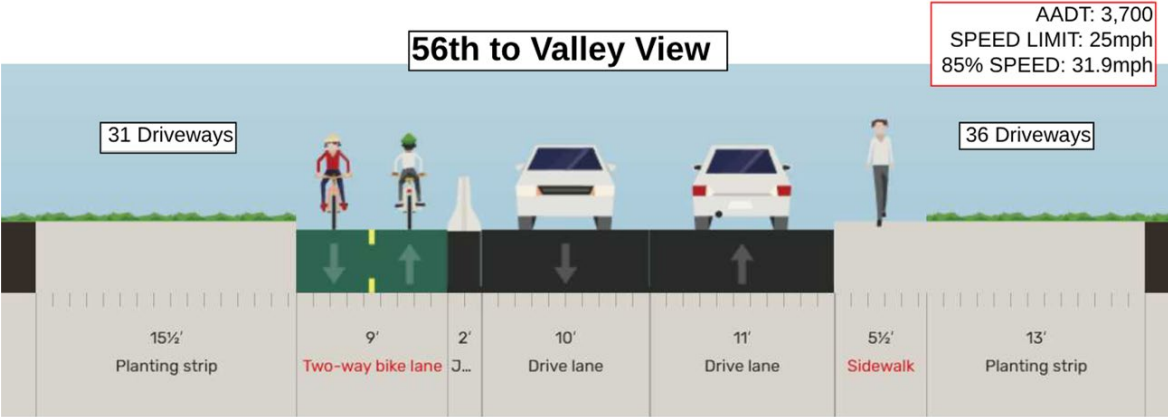
(2) Lessons from the Green Lanes: Evaluating Protected Bike Lanes in the U.S. — Monsere et al. (2014)

(3) West Mulberry Street Protected Bike Lane Pilot Project — Fort Collins, CO City Staff (2024)

(4) The Traffic Calming Effect of Delineated Bicycle Lanes — Younes et al. (2023)

(5) Developing Crash Modification Factors for Separated Bicycle Lanes — FHWA (2023)

Wooddale Corridor



Smoking tables next to
non-smoking tables
used to be normal too

Join us in fighting for safe streets



Vision Zero
Vancouver
ROVÉLO CREATIVE





Item Number: 10.1

Department: Administration

Item Activity: Discussion

Prepared By: MJ Lamon, Special Projects & Engagement Manager, Walter Flores, Administrative Support Specialist

Item Title: 2026 Student Commissioner Annual Onboarding Update

Action Requested:

Discuss the annual student commissioner onboarding process.

Information/Background:

The 2026 Student Commission positions are available to sophomore, junior, and senior students residing in Edina or enrolled at Edina High School through open enrollment. Each student commissioner will serve a one-year term, commencing on September 1.

Outlined below is the timeline for the annual student commissioner onboarding process. Over recent years, the Council has utilized various interview panels for student selection. These have included two council members; one council member paired with a community volunteer; or two community volunteers who are current or former commission members. The following options are provided for consideration and City staff request confirmation from City Council regarding their preferred approach to interviews and selections:

Interview Panel Options:

- Option 1: Two Council Members
- Option 2: One Council Member & One Community Volunteer
- Option 3: Two Community Volunteers (Current or Former Commission Members)

Timeline:

- Application Opens: Friday, April 10
- Application Closes: Sunday, May 17
- Interview #1: Thursday, June 4
- Interview #2: Monday, June 15
- Interview #3: Tuesday, June 23
- Debrief: Monday, June 29
- Appointments: Tuesday, July 21 (City Council Meeting)
- Orientation: Thursday, August 20 (Virtual)

Please note: A fourth interview session will be scheduled if demand exceeds available interview dates.

Resources/Financial Impacts:

No fiscal or capacity impact.

Relationship to City Policies/Plans/Budget Pillars:

City of Edina's boards and commissions are established by the city council and outlined in city code.



Better Together

Values Impact: The City's advisory commission is one way Edina advances its values through resident involvement in City governance. Several commissions are directly aligned with specific values—such as Sustainability through the Energy and Environment Commission and Health through the Community Health Commission—ensuring those perspectives are consistently integrated into City work. More broadly, the commission structure serves as a key engagement strategy, providing community members meaningful opportunities to collaborate with city council and, at times, influence decisions, strengthening shared ownership and connection to the community.



Engagement

Advisory commissions are a foundational engagement practice that invites residents to work on issues and, at times, help shape decisions. Through commission service, community members build meaningful connections, contribute lived experience, and strengthen trust and belonging in City governance.



Equity

Commission appointments support participation in City decision-making by creating multiple pathways for residents to contribute their perspectives and experiences. The appointment process seeks to ensure diverse representation and reduce barriers so that commissions better reflect the community they serve.



Health

By engaging residents in advisory roles, the City can integrate diverse perspectives that help identify health impacts and promote conditions that support community well-being.



Stewardship

The commission structure encourages long-term, forward-looking thinking that considers social and economic impacts.



Sustainability

By engaging residents in advisory roles, the City can integrate diverse perspectives to support and implement Edina's Climate Action Plan.

Supporting Documentation:

Documents marked with "Board Portal" do not meet [ADA Web Content Accessibility Guidelines \(URL\)](#) and are not included in the public packet. To request a board portal document, please [submit a data request \(URL\)](#).

None