EDINA MINNESOTA

Strong Foundation | Reliable Service | Livable City | Better Together

Housing & Redevelopment Authority Meeting Agenda

August 13, 2026, 7:30 AM

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

Participate in the meeting:

Watch the meeting on cable TV or YouTube.com/EdinaTV.

Provide feedback during Community Comment by calling 312-535-8110. Enter access code 2865 931 2490 . 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 Chair 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 Chair may limit the number of speakers on the same issue in the interest of time and topic. Individuals should not expect the Chair or Commissioners to respond to their comments tonight. The Chair will respond to questions raised during Community Comments at the next meeting.

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 Commissioner. If removed the item will be considered immediately following the adoption of the Consent Agenda. (Favorable roll call vote of majority of Commissioners present to approve, unless otherwise noted in consent item.)

6.1. Approve Minutes from July 16, 2026

7. Public Hearings

During "Public Hearings," the Chair will ask for public testimony after staff and/or applicants make their presentations. The following guidelines are in place to ensure an efficient, fair, and respectful hearing; limit your testimony to three minutes and to the matter under consideration; the Chair may modify times, as deemed necessary; avoid repeating remarks or points of view made by previous speakers. The use of signs, clapping, cheering or booing or any other form of verbal or nonverbal communication is not allowed.

8. Reports/Recommendations

8.1. SPARC Grant for General Sports Bar, LLC at 5034 France Avenue

8.2. SPARC Grant for WOLD, LLC dba Smith Coffee at 3948 W. 50th Street

8.3. Professional Services Agreement with Damon Farber Associates for Landscape and Entry Sign Design

8.4. Resolution 2026-05 Approving the Decertification of 66 West Tax Increment Financing District

8.5. Resolution 2026-06 Adopting the Proposed 2027 Budget and Establishing the Proposed Tax Levy Payable in 2027

9. Executive Director Comments

9.1. 72nd & France #3 TIF District - Project Update

10. HRA Member Comments

11. Adjournment

Item Report

August 13, 2026
Housing & Redevelopment Authority

Item Number: 6.1

Department: Community Development

Item Activity: Action

Prepared By: Miriam Laredo-Fuentes, Administrative Support Specialist

Item Title: Approve Minutes from July 16, 2026

Action Requested:
Approve Minutes from July 16, 2026.

Information/Background:
Minutes were prepared from the previous meeting of the HRA Board.

Resources/Financial Impacts:
None.

Relationship to City Policies/Plans/Budget Pillars:
NA

Values Impact:
NA

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. HRA minutes 07-16-2026

MINUTES
OF THE REGULAR MEETING OF THE
EDINA HOUSING AND REDEVELOPMENT AUTHORITY
JULY 16, 2026
7:30 A.M.

I. CALL TO ORDER

Chair Hovland called the meeting to order at 7:30 a.m. and then explained the processes created for public comment.

II. ROLLCALL

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

Absent: None.

III. PLEDGE OF ALLEGIANCE

IV. MEETING AGENDA APPROVED – AS PRESENTED

Motion by Commissioner Jackson, seconded by Commissioner Agnew, approving the meeting agenda as presented.
Ayes: Agnew, Jackson, Pierce, Risser, and Hovland
Motion carried.

V. COMMUNITY COMMENT

No one appeared.

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

Executive Director Neal responded there were no Community Comments at the previous meeting.

VI. ADOPTION OF CONSENT AGENDA AS PRESENTED

Motion by Commissioner Jackson, seconded by Commissioner Pierce, approving the consent agenda as presented:

VI.A. DRAFT MINUTES OF REGULAR MEETING OF JUNE 11, 2026

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

VII. REPORTS AND RECOMMENDATIONS

VII.A. GRANT AGREEMENT WITH SKLO, LLC AT 7271-7275 OHMS LANE – APPROVED

Economic Development Director Neuendorf stated that this item pertains to supporting a small business that is expanding and relocating in Edina. Due to the high costs of updating the aging building, the owner has applied for the SPARC Streamlined Grant Program. Mr. Neuendorf presented the background on Edina's SPARC Program, the Streamlined Grant Program, evaluation and compliance procedures, overview of the proposed project. He concluded with a staff recommendation to approve the grant agreement with reimbursement not to exceed $24,000.

The Board asked questions regarding the specific grant amount and when classes will begin in the new location.

The Board expressed concerns regarding support for this privately owned business when there are ADA updates needed on some public infrastructure in Edina that have not yet been completed.

Ms. Lo, the property owner and founder of the business, stated that they are finding a way to continue doing classes all year round while they searched for a new location. She noted that they can operate the business while renovations are taking place in a limited portion of the building.

The Board thanked Ms. Lo for finding a new location to relocate and continue her successful business in Edina.

Motion by Commissioner Pierce, seconded by Commissioner Agnew, approving the Grant Agreement with SKLO, LLC and authorizing staff to implement the terms of the Agreement.
Ayes: Agnew, Jackson, Pierce, and Hovland
Nay: Risser
Motion carried.

VIII. EXECUTIVE DIRECTOR COMMENTS – Received
VIII.A. STARLING RESTAURANT AT 4925 EDEN AVENUE - PROJECT UPDATE
VIII.B. SPARC PROGRAM - STATUS UPDATE
VIII.C. EDINA'S ELIGIBILITY FOR OPPORTUNITY ZONE 2.0 DESIGNATION
VIII.D. AFFORDABLE HOUSING PROGRESS REPORT

IX. HRA MEMBER COMMENTS – Received

X. ADJOURNMENT
Motion made by Commissioner Jackson, seconded by Commissioner Agnew, to adjourn the meeting at 8:45 a.m.
Ayes: Agnew, Jackson, Pierce, Risser, and Hovland
Motion carried.

Respectfully submitted,

____
Scott Neal, Executive Director

EDINA MINNESOTA

Item Report

August 13, 2026

Housing & Redevelopment Authority

Item Number: 8.1

Department: Community Development

Item Activity: Action

Prepared By: Bill Neuendorf, Economic Dev Mgr

Item Title: SPARC Grant for General Sports Bar, LLC at 5034 France Avenue

Action Requested:

Approve the Grant Agreement with The General Sports Bar, LLC and authorize staff to implement the terms therein.

Information/Background:

Staff recommends that the HRA Board award a SPARC Streamlined Grant to a local business to enable them to modernize an existing restaurant space located at 5034 France Avenue.

The mother and son team of Ann and Alex Schuster have owned a local coffee shop for many years. Smith Coffee & Cafe intends to open a new location in the tenant space that had been occupied by D'Amico and Sons for many years. This space has been vacant since D'Amico's did not renew their lease in Spring 2026.

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The business owners intend to completely refresh the space including modernization of the food preparation area to comply with current standards. The actual costs are higher than initially budgeted. Without the grant, they will not be able to move forward with the full scope of their business plan.

A grant, up to $24,000 is recommended to offset a portion of their $400,000+ remodeling project. Grant funds will be issued after completion of the work and no later than 12/31/2026. The work is poised to begin immediately so that completion no later than November 2026 is possible. The grant eligible work includes $28,000 in costs to modernize the ceiling, plumbing and electrical systems in the food preparation area.

The attached staff presentation summarizes the Streamlined Grant program and the proposed project. The business owner will be in attendance to answer questions about their business.

Resources/Financial Impacts:

No direct levy impact. The SPARC grant funds are sourced from previously collected incremental property taxes from commercial TIF Districts in Edina. The grant funds are not sourced from the general property tax levy.

Relationship to City Policies/Plans/Budget Pillars:
Comprehensive Plan, Amended Spending Plan for Unobligated TIF Funds

Strong Foundation - The SPARC Program strives to strengthen the commercial tax base in Edina.	Livable City - The SPARC Program strives to enable businesses to open and expand to better serve Edina residents as well as the broader market area.

Values Impact:

Stewardship	The SPARC Program invests previously collected monies to strengthen the commercial tax base, create jobs and enable businesses that serve the Edina community.

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 SPARC - General Sports Bar 8-13-2026
2. Edina SPARC Grant Agreement - General Sports Bar 8-13-2026

Grant Agreement with The General Sports Bar, LLC
5034 France Avenue

Presentation to Edina Housing & Redevelopment Authority

August 13, 2026

The CITY of EDINA

Edina's SPARC Program - Background

- Established 2021, amended 2025
- Based on statewide legislation intended to attract investment, create private sector jobs and strengthen tax base
- Program terminates Dec. 31, 2026
- Uses existing (incremental) property taxes previously collected in Edina
- Edina pooled up to $10.28 million from three commercial TIF Districts to fund this program
- Approx. $1.0 million remains available

SPARC
Special Projects and Redevelopment Capital Fund

Edina’s SPARC Streamlined Grant Program - Overview

- Easy to implement for small businesses
- Intended for remodeling and expansion
- Applied only when needed
- Eligible expenses could include:
  - Permanent improvements to increase handicapped accessibility and/or energy efficiency
  - Other permanent improvements critical to open and expand business
- Requires matching investment from owner / operator
- Lesser amount of: 50% of total project costs, or 100% of eligible costs
- Capped at $24,000 per business
- Work to be completed by Nov. 2026
- Reimbursable after completion of work and submission of invoice for eligible work
- Grant-funded work must remain with the property in case business closes

Edina's SPARC Program – Evaluation and Compliance Procedures

	Typical Process for Consideration of SPARC Investments
Step 1	Staff works with prospects, review need and eligibility, prepare Grant Agreement using template created by HRA/City attorney
Step 2	Present Grant Agreement to HRA Board for consideration
Step 3	Applicant to hire contractors and complete work
Step 4	Applicant submits request for reimbursement
Step 5	Staff reviews pay request for compliance
Step 6	HRA Chair & Secretary issue Certificate of Completion
Step 7	Staff issues reimbursement by 12/31/2026

The CITY of EDINA

Project Location -5034 France Avenue

The CITY of EDINA

Streamlined SPARC Grant Recommended

- Location: 5034 France Avenue
- Business Owner: Marty Collins
- Type of Business: restaurant
- Reason for Grant Request: high costs of construction and ADA compliance
- Project Schedule: completion by Nov. 2026
- Scope of Work: remodel existing restaurant, including complete interior remodel on first and lower level, reconstruction of the rear loading dock and front patio area
- Eligible Grant Work: rear loading dock and front patio area
- Job Creation: Yes
- Total Investment: $1 million
- Eligible Costs: $36,000
- Reimbursable Grant: not to exceed $24,000

The CITY of EDINA

Recommended Action

Staff recommends that the HRA Board approve the SPARC streamlined grant agreement with The General Sports Bar, LLC and authorize staff to implement the terms of the agreement.

GRANT AGREEMENT

Between

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

And

THE GENERAL SPORTS BAR, LLC

dba General Sports Bar (GSB)

for the

RESTAURANT LOCATED AT 5034 FRANCE AVENUE SOUTH

Dated as of August 13, 2026

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GRANT AGREEMENT

THIS Grant Agreement (this "Agreement"), made and entered into as of August 13, 2026, between the Edina Housing and Redevelopment Authority, a political subdivision of the State of Minnesota (the "HRA"), and THE GENERAL SPORTS BAR, LLC, a Minnesota limited liability company (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to the temporary authority for use of increment granted by Minnesota Statutes, Section 469.176, subdivision 4n (the "Act"), on October 28, 2021 the HRA adopted, and on November 16, 2021, the City of Edina (the "City") approved a written spending plan for unobligated tax increment monies for the Southdale 2 TIF District, Pentagon Park TIF District, and 70th and Cahill TIF District (the "Spending Plan"); and

WHEREAS, the City adopted an Amended and Restated Spending Plan via Resolution 2025-101 on November 18, 2025 to allow expenditures up to December 31, 2026; and

WHEREAS, pursuant to the Act and the terms set forth in this Agreement, the HRA will provide a grant of unobligated tax increment revenue to the Grantee to assist Grantee in remodeling and modernization of an existing commercial space to accommodate a new restaurant at 5034 France Avenue South in the City (the "Project"); and

WHEREAS, the Grantee represents that without financial participation by the HRA the Grantee's efforts to complete the full scope of the Project would not be possible.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1
Definitions

1.01. Definitions.

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

"Act" means Minnesota Statutes, Section 469.176, subdivision 4n.

"Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Grantee" means THE GENERAL SPORTS BAR, LLC, a Minnesota limited liability company.

"Business Subsidies Act" means M.S., Sections 116J.993 through 116J.995.

"Certificate of Completion" means a certification in the form attached hereto as Exhibit C, to be provided to the Grantee pursuant to this Agreement.

"City" means the City of Edina, Minnesota.

"County" means the Hennepin County, Minnesota.

"Default Notice" means written notice from the HRA to the Grantee setting forth the Event of Default and the action required to remedy the same.

"Event of Default" means any of the events set forth in Section 7.01 hereof.

"Facility" means the tenant space containing approximately 6,049 square feet on the street level plus 2,917 square feet in the lower level of the multi-tenant commercial building located at 5034 France Avenue South, Edina, MN.

"HRA" means the Edina Housing and Redevelopment Authority.

"Indemnified Parties" shall have the meaning set forth in Section 4.01 herein.

"Legal and Administrative Expenses" means the fees and expenses incurred by the HRA in connection with review and analysis of the development proposed under this Agreement and the preparation of this Agreement including, but not limited to, attorney and municipal advisor fees and expenses.

"Grant" means the grant, in the amount not to exceed $24,000, from the HRA to the Grantee. The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

"M.S." means Minnesota Statutes.

"Plans" means the plans, specifications, drawings and related documents for the work to be performed by the Grantee on the Property.

"Project" means the remodeling and modernization of the Facility located at 5034 France Avenue South to accommodate a new restaurant, including reconstruction of the outdoor customer patio and the rear loading dock to improve accessibility and usability of the Facility, as described in greater detail in Exhibit B to this Agreement.

"Property" means real property located at 5034 France Avenue South, Edina, Minnesota, and as legally described in Exhibit A.

"Qualified Costs" means costs incurred by Grantee in connection with the Project, which are estimated to be $36,000 and shown on Exhibit B to this Agreement.

"Section" means a Section of this Agreement, unless used in reference to M.S.

"Spending Plan" means the written spending plan for unobligated tax increment monies for the Southdale 2 TIF District, Pentagon Park TIF District, and 70th and Cahill TIF District adopted by the HRA on October 28, 2021, and approved by the City on November 16, 2021 and as amended and restated on November 18, 2025.

"State" means the State of Minnesota.

"Termination Date" means the date this Agreement is terminated or rescinded in accordance with its terms.

"Unavoidable Delay" means a failure or delay in a party's performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party's reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, lack of materials, or declarations of any state, federal or local government, pandemics, epidemics (including the COVID-19 virus); provided that within ten (10) days after a party impaired by the delay has actual (as opposed to constructive) knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

ARTICLE 2
Representations and Warranties

2.01. HRA Representations.

The HRA makes the following representations to the Grantee:

(a) The HRA has the power under State law to enter into this Agreement and carry out its obligations hereunder.

(b) After each payment by the Grantee on any unforgiven portion of the Note, the HRA will provide Grantee with a statement showing the remaining amounts of unpaid interest, if any, and principal.

(c) The SPARC grant program officially concludes on December 31, 2026. No payments to the Grantee shall be made after this date. It is the responsibility of the Grantee to schedule the work so that the completion dates are satisfied. The HRA is not responsible for delays that prevent the HRA from making grant payments by December 31, 2026.

2.02. Grantee Representations.

The Grantee represents and warrants that:

(a) Grantee is a limited liability company under the laws of the State of Minnesota and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

(b) Grantee will, subject to and as required by Agreement, complete or cause to be completed the Project in accordance with the terms of this Agreement, and all applicable local, state and federal laws and regulations.

(c) At such time or times as may be required by law, the Grantee will comply, or cause compliance with, all local, state and federal environmental laws and regulations applicable to the Project, and will obtain or cause to be obtained any and all necessary environmental reviews, licenses and clearances. The Grantee has received no written notice from any local, state or federal official that the activities of the Grantee or the HRA with respect to the Property may be or will be in violation of any environmental law or regulation. The Grantee has no actual knowledge of any facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Property.

(d) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Grantee is now a party or by which the Grantee is bound.

(e) The Grantee has no actual knowledge that any member of the Board of the HRA, or any other officer of the HRA or the City has any direct or indirect financial interest in the Grantee, the Property, or the Project.

(f) The Grantee will use commercially reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations which must be obtained or met in connection with the Project. Without limitation to the foregoing, the Grantee will request and seek to obtain from the City all necessary variances, conditional use permits and zoning changes related to the Project.

(g) In order to achieve the completion deadlines, the Grantee may begin mobilization and construction of the Project prior to the execution of this Agreement. Grantee understands that any such work shall be done at their sole financial risk.

(h) The Grantee would not undertake the full scope of the Project without the financial assistance to be provided by the HRA pursuant to this Agreement.

2.03. Use of Property. The Grantee's use of the Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, any lease or sublease, and all applicable laws, ordinances and regulations. The Grantee hereby represents and warrants that to its knowledge there is no existing event or circumstance that would hinder the Project as contemplated by this Agreement.

2.04. Insurance; Vacating Facility.

The Grantee will, at its expense, carry such type and amount of insurance as is standard commercially and as may be required under any lease, including, but not limited to, general liability, property, business interruption, and automobile liability insurance. Upon any damage or destruction of the Facility, or any portion thereof, by fire or other casualty, Grantee shall use commercially reasonable efforts to remain in the Facility subject to rights and obligations set forth in any lease. If, upon damage or destruction of the Facility, Grantee decides to vacate the Facility prior to delivery of a Certificate of Completion, the HRA shall not be required to provide the Grant contemplated herein.

ARTICLE 3
The Project

3.01. Timing; Plans. At the HRA's request, the Grantee shall make Plans for the Project available to the HRA for review. Such review does not replace the regulatory reviews conducted by Edina's building, fire and engineering departments.

(a) Subject to Unavoidable Delay and approved extensions by the HRA in writing, Grantee shall cause the Project to commence no later than one month after the date of this Agreement and the Project shall be substantially completed in accordance with the terms of the this Agreement within three (3) months after the commencement date.

(b) The Grantee shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the HRA. All connections to public utility lines and facilities shall be subject to approval of the HRA (in accordance with City code) and any applicable private utility provider. Except for public improvements undertaken by the HRA or another governmental body and assessed against benefited properties, all street and utility installations, relocations, alterations and restorations shall be at the Grantee's expense and without expense to the HRA. The Grantee, at its own expense, shall replace any public facilities or utilities damaged during the Project by the Grantee or its agents or by others acting on behalf of or under the direction or control of the Grantee.

3.02. Certificate of Completion.

(a) Upon the Grantee's request and following the HRA's certification that the Project is completed to the reasonable satisfaction of the Chair and Secretary of the HRA, or their designees, the Chair and Secretary of the HRA, or their designees, will furnish the Grantee with a Certificate of Completion for the Project, in substantially the form attached hereto as Exhibit C, as conclusive evidence of satisfaction and termination of the agreements and covenants of this Agreement with respect to the obligations of the Grantee to complete the Project. The furnishing by the Chair and Secretary of the HRA, or their designees, of such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee or owner to any mortgagee.

(b) The following conditions are also required prior to the Chair and Secretary of the HRA furnishing a Certificate of Completion to Grantee:

- Grantee must receive a Certificate of Occupancy or equivalent documentation from the Edina Building Department, including Public Health Department that attests that the space is approved for occupancy;

- The Edina Engineering Department must provide approval for any exterior work that requires permit;

- Grantee has provided to the HRA copies of paid invoices, lien waivers or equivalent documents to confirm that all Qualified Costs to be reimbursed with the Grant funds have been paid; and

- Grantee must not be in violation of any applicable wage theft laws.

(c) If the Chair and Secretary of the HRA, or their designees, shall refuse or fail to provide a Certificate of Completion following the Grantee's request, the Chair and Secretary of the HRA shall, within twenty-one (21) days after the Grantee's request, provide the Grantee with a written statement specifying in what respects the Grantee has failed to complete the Project in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the Chair and Secretary of the HRA, for the Grantee to obtain the Certificate of Completion.

3.03. Progress Reports. Until the Certificate of Completion is issued for the Project, the Grantee shall make, in such detail as may reasonably be required by the HRA, and forward to the HRA, upon demand by the HRA (provided such demand shall not be made more frequently than monthly in the absence of an Event of Default hereunder), a written report as to the actual progress of the Project. No formal report is required, unless requested by the HRA.

3.04. Access to Property. Subject to any lease, the Grantee agrees to permit the HRA and any of its officers, employees or agents access to the Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the HRA shall not have an obligation to inspect such work.

3.05. Subordination. By written consent of the HRA, which consent shall not be unreasonably withheld, the HRA may subordinate any or all of its rights under this Agreement to any lease.

ARTICLE 4
Defense of Claims; Insurance

4.01. Defense of Claims.

(a) The Grantee shall indemnify and hold harmless the HRA, its governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the "Indemnified Parties") for any expenses (including reasonable attorneys' fees), loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any Indemnified Parties), damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project; provided, however, the Grantee shall not be required to indemnify any Indemnified Party for any claims or proceedings arising from any negligent, intentional misconduct, or unlawful acts or omissions of such Indemnified Party, or from expenses, damages or losses that are eligible to be reimbursed by insurance. Promptly after receipt by the HRA of notice of the commencement of any action in respect of which indemnity may be sought against the Grantee under this Section 4.01, such person will notify the Grantee in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Grantee shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the HRA) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Grantee. The HRA shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Grantee unless the employment of such counsel has been specifically authorized by the Grantee. Notwithstanding the foregoing, if the HRA has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Grantee, the Grantee shall not be entitled to assume the defense of such action on behalf of the HRA, but the Grantee shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the HRA in conducting their defense. The Grantee shall not be liable to indemnify any person for any settlement of any such action effected without the Grantee's consent. The omission to notify the Grantee as herein provided will not relieve the Grantee from any liability which it may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

(b) The Grantee agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity arising or purportedly arising from the actions or inactions of the Grantee (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the HRA in this Agreement or to any actions undertaken by the HRA which are not contemplated by this Agreement but shall, in any event, apply to any pecuniary loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any of the Indemnified Parties) or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the HRA at a rate equal to the prime rate) as a result of the Project, as constructed and operated by the Grantee, or to violate limitations as to the use of the revenues therefrom as set forth in the Act.

(c) All covenants, stipulations, promises, agreements and obligations of the HRA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the HRA and not of any governing body member, officer, agent, servant or employee of the HRA, as the case may be.

ARTICLE 5
Grant for Reimbursement of Expenses

5.01. Development Costs The Grantee has agreed to and shall be responsible to pay or cause to be paid all of its respective costs of the Project, as herein provided. However, the HRA, in order to encourage the Grantee to proceed with the Project, and to assist the Grantee in paying the costs thereof, is willing to provide the Grant.

5.02. Grant.

The HRA agrees to provide the Grantee a grant of unobligated incremental property taxes. The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

The HRA shall provide the Grant to Grantee upon satisfaction of the conditions precedent set forth in Section 5.04 below. Within thirty (30) business days of approval of the Disbursement Request by the HRA as set forth in Section 5.03 below, the HRA shall provide the Grant to the Grantee via check or wire transfer.

(a) The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

(b) The Grant shall not be made by the HRA to the Grantee unless and until the Grantee has provided written evidence reasonably satisfactory to the HRA that (i) Qualified Costs or the total amount of construction costs have been incurred for the Project and paid by the Grantee as demonstrated by copies of paid invoices and lien waivers and (ii) the conditions precedent set forth in Section 5.04 below have been satisfied.

(c) The HRA shall not be obligated to provide the Grant to the Grantee subsequent to the termination of this Agreement as provided in Section 8.06 hereof. In no case shall the HRA be obligated to provide grant funds after December 31, 2026, regardless of the status of the Grantee's work.

(d) Upon written consent from the HRA, which consent shall not be unreasonably withheld, the Grantee may assign its rights under this Agreement to secure financing incurred by the Grantee to pay costs of the Project, or, after a Certificate of Completion has been issued by the HRA, to third parties.

5.03. Disbursement Request.

Upon payment by the Grantee of Qualified Costs or the total construction costs for the Project, the Grantee will deliver to the HRA (a) an instrument executed by the Grantee in substantially the form attached hereto in Exhibit D (i) specifying the amount and nature of the Qualified Costs of the Project to be reimbursed or the total amount of construction costs incurred and (ii) certifying that such costs have been paid to third parties unrelated to the Grantee, or if any costs have been paid to third parties related to the Grantee, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria and that such costs have not previously been contained in an instrument furnished by Grantee to HRA pursuant to this Section 5.03; and (b) evidence reasonably satisfactory to the HRA of the payment by the Grantee of such costs or direction by the Grantee for the HRA to directly pay the Grant amount to the third party for the costs incurred (collectively, the "Disbursement Request"). The Disbursement Request must be submitted to the HRA no later than November 15, 2026, unless an extension is agreed to by the HRA Executive Director. Within ten (10) days after the Grantee's submission of the Disbursement Request to the HRA, the HRA shall either approve the Disbursement Request or provide the Grantee with a written statement specifying what additional information the HRA needs with respect to the Disbursement Request. Thereafter, the HRA will provide to the Grantee or provide directly to the third party at the request of the Grantee, the Grant amount as provided in Section 5.02(a) above and subject to the conditions precedent in Section 5.04 below.

5.04. Satisfaction of Conditions Precedent. Notwithstanding anything to the contrary contained herein, the HRA's obligation to provide the Grant to Grantee shall be subject to satisfaction, or waiver in writing by the HRA, of all of the following conditions precedent:

(a) the conditions precedent in Section 5.03 hereof have been satisfied;

(b) the Grantee has satisfied the Matching Investment requirement in Section 5.05 below; and

(c) the Grantee shall not be in default under the terms of this Agreement beyond any applicable cure period;

In the event that all of the above conditions required to be satisfied as provided in this Section 5.04 have not been satisfied by November 15, 2026 (subject to Unavoidable Delay), either the HRA or the Grantee may terminate this Agreement if such conditions are not satisfied within thirty (30) days following notice to the non-terminating party by the terminating party. Upon such termination, the provisions of this Agreement relating to the Project shall terminate and, except as provided in Article 8, neither the Grantee nor the HRA shall have any further liability or obligation to the other hereunder.

5.05. Matching Investment. Grantee is required to invest at least two times (2x) the Grant amount in total construction costs for the Facility. The total construction cost includes hard and soft costs as well as eligible and ineligible Grant expenses.

5.06. Reserved.

5.07. Notice of Default. Whenever the HRA shall deliver any notice or demand to the Grantee with respect to any breach or default by the Grantee in its obligations or covenants under this Agreement, the HRA shall at the same time forward a copy of such notice or demand to each investor, lender, or holder of any permitted mortgage, lien or other similar encumbrance at the last address of such holder shown in the records of the HRA. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project without first having expressly assumed the obligation to the HRA, by written agreement satisfactory to the HRA, to complete the construction of the Project in accordance with the plans and specifications therefor and this Agreement. Any such holder who shall properly complete the construction of the Project shall be entitled, upon written request made to the HRA, to a certification by the HRA to such effect in the manner provided in Section 3.02.

5.08 Legal and Administrative Expenses. The HRA agrees to pay all Legal and Administrative Expenses that are incurred in connection with the negotiation, approval and documentation of this Agreement. The Grantee agrees to pay all legal and administrative expenses of any amendments to this Agreement.

ARTICLE 6
Prohibitions Against Assignment and Transfer

6.01. Transfer of Property and Assignment. Until such time as the Certificate of Completion is issued, Grantee will not assign its interest in any lease relating to the Facility to any third party without the prior consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Provided that no Event of Default exists hereunder, any such approved assignment shall release the Grantee from its obligations hereunder upon execution and delivery to the HRA by the transferee or assignee of an instrument in form and substance satisfactory to the HRA by which the assignee assumes the obligations of the Grantee hereunder.

Except as set forth in the immediately preceding paragraph, in the absence of specific written agreement by the HRA to the contrary, no approval of any assignment by the HRA thereof with respect to any assignment shall be deemed to relieve the Grantee, or any other party bound in any way by this Agreement or otherwise with respect to the completion of the Project, from any of their obligations with respect thereto.

ARTICLE 7
Event of Default; Fees

7.01. Events of Default. Subject to Unavoidable Delay, 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 which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and the term "default" shall mean any event which would with the passage of time or giving of notice, or both, be an "Event of Default" hereunder):

(a) Failure of the Grantee to substantially complete the Project as required hereunder by November 15, 2026.

(b) Failure of the Grantee or the HRA to observe and perform any other material covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(c) Filing of any voluntary petition in bankruptcy or similar proceedings by the Grantee; general assignment for the benefit of creditors made by the Grantee or admission in writing by the Grantee of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Grantee which are not dismissed or stayed within sixty (60) days.

7.02. Remedies on Default. In the event the HRA desires to exercise any of its rights or remedies as provided herein or otherwise available to the HRA at law or in equity, the HRA shall first provide written notice to Grantee setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the "Default Notice"). Grantee or any transferee or assignee under Section 6.01 hereof, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Grantee's receipt of a Default Notice, Grantee does not cure or remedy the Event of Default therein specified within the time provided above, the HRA may take any one or more of the following actions at any time prior to Grantee's curing or remedying the Event of Default:

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

(b) In the case of a material default that is not cured within a reasonable period of time, terminate all rights of Grantee under this Agreement.

(c) Withhold the Certificate of Completion.

(d) Take whatever action at law or in equity may appear necessary or desirable to the HRA to enforce performance and observance of any obligation, agreement, or covenant of Grantee under this Agreement.

In the event the HRA should fail to observe or perform any covenant, agreement or obligation of the HRA on their part to be observed and performed under this Agreement, Grantee may take any one or more of the following actions:

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

(b) In the case of a material default that is not cured within a reasonable period of time, terminate all rights of the HRA under this Agreement.

(c) Take whatever action at law or in equity may appear necessary or desirable to Grantee to enforce performance and observance of any obligation, agreement, or covenant of the HRA under this Agreement.

7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the HRA, or to the Grantee 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. In order to entitle the HRA, or Grantee to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

7.04. Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is 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.

7.05. Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the HRA shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Grantee herein contained, the Grantee agrees that it shall, on demand therefor, pay to the HRA the reasonable fees of such attorneys and such other expenses so incurred by the HRA.

ARTICLE 8
General Provisions

8.01. Conflicts of Interest; HRA Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the HRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or consultant's employee, or employee of the HRA shall be personally liable to Grantee, or any successor in interest, in the event of any default or breach by the HRA or for any amount which may become due to Grantee or successors or on any obligations under the terms of this Agreement. No member, official, consultant or consultant's employee, or employee of the Grantee shall be personally liable to the HRA, or any successor in interest, in the event of any default or breach by the Grantee or for any amount which may become due to the HRA on any obligations under the terms of this Agreement.

8.02. Equal Employment Opportunity; Minnesota Wage Theft Protection Act. Grantee, for itself and its successors and assigns, agrees that during the construction of the Project it will comply with and cause any contractors or subcontractors to comply with any applicable federal, state and local affirmative action, equal employment, and nondiscrimination laws or regulations and all labor and wage laws, including all provisions related to Minnesota's Wage Theft Protection Act.

8.03. Restrictions on Use. Grantee agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that Grantee, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement and other agreements entered into between the Grantee and the HRA, and shall not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or familial status in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

8.04. 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.

8.05. Business Subsidies Act. The Grant shall not exceed $24,000, therefore, the Grant is not a business subsidy, and the parties will not enter into a business subsidy agreement pursuant to the Business Subsidies Act.

8.06. Term of Agreement. This Agreement shall terminate on the Termination Date; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to Termination Date, as stated in this Section 8.06.

8.07. Provisions Surviving Termination. Sections 4.01 and 7.05 hereof shall survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof.

ARTICLE 9
Administrative Provisions

9.01. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

(a) in the case of Grantee, addressed to or delivered personally to:

The General Sports Bar, LLC
5034 France Ave. S.
Edina, MN 55410
Attn: Marty Collins

(b) in the case of the HRA, addressed or delivered personally to:

Edina Housing and Redevelopment Authority
4801 W 50th Street
Edina, MN 55424
Attention: Executive Director

The HRA and the Grantee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

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

9.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the HRA and the Grantee and their respective successors and assigns.

9.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9.05. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the HRA and the Grantee. The Chair and HRA Secretary are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the HRA. The Executive Director is authorized to approve time extensions due to documented Unavoidable Delays for up to 60 days but in no case past the date required to issue payment by the December 31, 2026 deadline.

9.06. Further Assurances and Corrective Instruments. The HRA and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Project or for carrying out the expressed intention of this Agreement.

9.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provision or Section of this Agreement.

9.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflict-of-laws principles thereof.

9.09. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

By ____
James B. Hovland, Chair

And ____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 13th day of August, 2026, by James B. Hovland, the Chair, and James Pierce, the Secretary, of the Edina Housing and Redevelopment Authority, a Minnesota municipal corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of August, 2026.

____
Notary Public

THE GENERAL SPORTS BAR, LLC, a Minnesota limited liability company

By: ____
Sign above and Print Name here:

Its: ______________________________
Title

STATE OF __________)
) ss.
COUNTY OF __________)

The foregoing instrument was acknowledged before me on this _______ day of August, 2026, by ________________________ (print name), the _____________________________ (print title) of THE GENERAL SPORTS BAR, LLC, a Minnesota limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I have set my hand and my official seal this _________ day of August, 2026.

____
Notary Public

EXHIBIT A

PROPERTY

The real property and interests in such property located in the County of Hennepin, State of Minnesota and described as follows:

Common Address: 5034 France Avenue South, Edina, Minnesota

Legal Description from Hennepin County Tax Records

Addition Name: AUDITOR'S SUBDIVISION NO. 172 HENNEPIN COUNTY, MINN
Lot: 045
Block:
Approximate parcel size: 72 x 150
Metes & Bounds: Common abbreviations S 70 FT OF E 150 FT OF LOT 45 AND N 2 FT OF E ½ OF LOT 49 LOTS 45 AND 49
Abstract or Torrens: TORRENS

Parcel ID Number
18-028-24-41-0055

EXHIBIT B

PROJECT DESCRIPTION; QUALIFIED COSTS

Qualified Costs Generally

Qualified Costs may include:

a) *Energy efficient improvements to building shell including but not limited to: glazing and storefront systems, wall and ceiling insulation, HVAC systems and similar work;*

b) *Permanent improvements to achieve handicapped accessibility per ADA and MN Accessibility Code including but not limited to: entrances and exits to building and/or suite, accessible route to/from handicapped parking stalls to building and/or suite entrances, customer facilities such as toilet rooms, permanent sales counters, elevators and lifts; and*

c) *Other permanent improvements to the building that are necessary to occupy a successful business when approved by the HRA*

Project Description

The Project involves the remodeling and modernization of the Facility located at 5034 France Avenue South to accommodate a new restaurant, including reconstruction of the outdoor customer patio and the rear loading dock to improve accessibility and usability of the Facility. The total estimated construction cost is nearly $1 million.

The estimated Qualified Costs are listed below that are eligible for reimbursement from the unobligated tax increment. The list below is non-exhaustive and the amounts assigned to each category are estimates only and not independent limitations of Grantee's Qualified Costs.

Reconstruction of rear loading dock to replace steps with a ramp	$ 20,000
Reconstruction of the exterior patio with new materials to compliment the adjacent City sidewalk pavers	$16,000
Estimated Total of Qualified Costs	**$ 36,000***

* Grantee's Qualified Cost. The total principal amount of the Grant to reimburse the Grantee for Qualified Costs of the Project will not exceed $24,000. The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, THE GENERAL SPORTS BAR LLC, a Minnesota limited liability company, leased the a portion of the street floor and lower level of the building located at 5034 France Avenue South (the “Property”) in the County of Hennepin and State of Minnesota described on Exhibit A of that certain Grant Agreement (the “Agreement”), dated as of August 13, 2026, between the Grantee and the Edina Housing and Redevelopment Authority; and

WHEREAS, the Property is subject to the provisions of the Agreement; and

WHEREAS, the Grantee has fully and duly performed all of the covenants and conditions of Grantee under the Agreement with respect to the completion of the Project (as defined in the Agreement);

NOW, THEREFORE, it is hereby certified that all requirements of the Grantee under the Agreement with respect to the completion of the Project have been completed and duly and fully performed, and this instrument is to be conclusive evidence of the satisfactory termination of the covenants and conditions of the Agreement as they relate to the completion of the Project. All other covenants and conditions of the Agreement, including the covenants and conditions related to the Grant, shall remain in effect and are not terminated hereby.

Dated this ____ day of ____________, 2026.

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

By ____
James Hovland, Chair

And ______________________________________
James Pierce, Secretary

EXHIBIT D

GRANT DISBURSEMENT REQUEST

Name of Grantee: THE GENERAL SPORTS BAR, LLC (“Grantee”)

Project: The remodeling and modernization of the Facility located at 5034 France Avenue South to accommodate a new restaurant, including reconstruction of the outdoor customer patio and the rear loading dock to improve accessibility and usability of the Facility (The “Project”)

Project Address: 5034 France Avenue South, Edina Minnesota

(A) Actual Project Construction Cost incurred by Grantee for the Project (estimated to be $982,000)	$
(B) Actual Amount of Qualified Costs (estimated to be $36,000)	$
Amount Requested (not to exceed 50% of A nor 100% of B nor $24,000)	**$**

The undersigned represents and certifies as follows:

1) Grantee has completed the Project in accordance with that certain Grant Agreement made and entered into as of August 13, 2026 (the “Grant Agreement”), between the Edina Housing and Redevelopment Authority (the “HRA”), and the Grantee, and all applicable laws and codes related thereto; and

2) Such costs as detailed herein have been or will be paid directly to third parties unrelated to the Grantee and any costs paid to third parties related to the Grantee, do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria; and

3) Costs detailed herein have not previously been contained in an instrument furnished by the Grantee to the HRA; and

4) The Grantee has fully and duly performed all other covenants and conditions of Grantee under the Grant Agreement with respect to the completion of the Project and the disbursement of funds by the HRA.

5) The Grantee directs the HRA to pay the Grant amount directly to:

   Vendor Name: ____________________ Vendor Address: _______________________________

____
(Signature of Grantee)

Printed Name: _____________________________
Date Submitted to HRA: ____________________

Attachments must include:

- Copies of invoices, paid invoices and/or lien waivers by contractor(s)

For Edina HRA Staff Use Only	
Reviewed by:	
Date Approved for Payment:	

EDINA MINNESOTA

Item Report

August 13, 2026

Housing & Redevelopment Authority

Item Number: 8.2

Department: Community Development

Item Activity: Action

Prepared By: Bill Neuendorf, Economic Dev Mgr

Item Title: SPARC Grant for WOLD, LLC dba Smith Coffee at 3948 W. 50th Street

Action Requested:

Approve grant agreement with WOLD, LLC and authorize staff to implement the terms therein.

Information/Background:

Staff recommends that the HRA Board award a SPARC Streamlined Grant to a local business to enable them to modernize an existing commercial space located at 3948 West 50th Street.

The mother and son team of Ann and Alex Schuster have owned a local coffee shop for many years. Smith Coffee & Cafe intends to open a new location in the tenant space that had been occupied by D'Amico and Sons for many years. This space has been vacant since D'Amico's did not renew their lease in Spring 2026.

.

The business owners intend to completely refresh the space including modernization of the food preparation area to comply with current standards. The actual costs are higher than initially budgeted. Without the grant, they will not be able to move forward with the full scope of their business plan.

A grant, up to $24,000 is recommended to offset a portion of their $400,000+ remodeling project. Grant funds will be issued after completion of the work and no later than 12/31/2026. The work is poised to begin immediately so that completion no later than November 2026 is possible. The grant eligible work includes $28,000 in costs to modernize the ceiling, plumbing and electrical systems in the food preparation area.

The attached staff presentation summarizes the Streamlined Grant program and the proposed project. The business owner will be in attendance to answer questions about their business.

Resources/Financial Impacts:

No direct levy impact. The SPARC grant funds are sourced from previously collected incremental property taxes from commercial TIF Districts in Edina. The grant funds are not sourced from the general property tax levy.

Relationship to City Policies/Plans/Budget Pillars:
Comprehensive Plan, Amended Spending Plan for Unobligated TIF Funds

Strong Foundation - The SPARC Program strives to strengthen the commercial tax base in Edina.	Livable City - The SPARC Program strives to enable businesses to open and expand to better serve Edina residents as well as the broader market area

Values Impact:

Stewardship	The SPARC Program invests previously collected monies to strengthen the commercial tax base, create jobs and enable businesses that serve the Edina community.

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 SPARC Grant - Smith Coffee 8-13-2026
2. Edina SPARC Grant Agreement - WOLD LLC Smith Coffee 8-13-2026

Grant Agreement with WOLD, LLC dba Smith Coffee & Café

3948 W. 50th Street

Presentation to Edina Housing & Redevelopment Authority

August 13, 2026

The CITY of EDINA

Edina's SPARC Program - Background

- Established 2021, amended 2025
- Based on statewide legislation intended to attract investment, create private sector jobs and strengthen tax base
- Program terminates Dec. 31, 2026
- Uses existing (incremental) property taxes previously collected in Edina
- Edina pooled up to $10.28 million from three commercial TIF Districts to fund this program
- Approx. $1.0 million remains available

Edina's SPARC Streamlined Grant Program - Overview

- Easy to implement for small businesses
- Intended for remodeling and expansion
- Applied only when needed
- Eligible expenses could include:
  - Permanent improvements to increase handicapped accessibility and/or energy efficiency
  - Other permanent improvements critical to open and expand business
- Requires matching investment from owner / operator
- Lesser amount of: 50% of total project costs, or 100% of eligible costs
- Capped at $24,000 per business
- Work to be completed by Nov. 2026
- Reimbursable after completion of work and submission of invoice for eligible work
- Grant-funded work must remain with the property in case business closes

The CITY of EDINA

Edina's SPARC Program – Evaluation and Compliance Procedures

	Typical Process for Consideration of SPARC Investments
Step 1	Staff works with prospects, review need and eligibility, prepare Grant Agreement using template created by HRA/City attorney
Step 2	Present Grant Agreement to HRA Board for consideration
Step 3	Applicant to hire contractors and complete work
Step 4	Applicant submits request for reimbursement
Step 5	Staff reviews pay request for compliance
Step 6	HRA Chair & Secretary issue Certificate of Completion
Step 7	Staff issues reimbursement by 12/31/2026

The CITY of EDINA

Project Location -3948 W. 50th Street

Streamlined SPARC Grant Recommended

- Location: 3948 W. 50th Street
- Business Owner: Alex and Ann Schuster
- Type of Business: coffee café with food service
- Reason for Grant Request: high costs of construction to modernize outdated food prep area
- Project Schedule: completion by Nov. 2026
- Scope of Work: complete remodel of former D'Amico restaurant
- Eligible Grant Work: new ceiling, plumbing and electrical in food preparation area to meet modern standards
- Job Creation: Yes
- Total Investment: $400,000+
- Eligible Costs: $28,000
- Reimbursable Grant: not to exceed $24,000

The CITY of EDINA

Recommended Action

Staff recommends that the HRA Board approve the SPARC streamlined grant agreement with WOLD, LLC dba Smith Coffee & Cafe and authorize staff to implement the terms of the agreement.

GRANT AGREEMENT

Between

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

And

WOLD, LLC

dba Smith Coffee & Café

for the

CAFÉ LOCATED AT 3948 WEST 50TH STREET

Dated as of August 13, 2026

TABLE OF CONTENTS

GRANT AGREEMENT

THIS Grant Agreement (this "Agreement"), made and entered into as of August 13, 2026, between the Edina Housing and Redevelopment Authority, a political subdivision of the State of Minnesota (the "HRA"), and WOLD, LLC, a Minnesota limited liability company (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to the temporary authority for use of increment granted by Minnesota Statutes, Section 469.176, subdivision 4n (the "Act"), on October 28, 2021 the HRA adopted, and on November 16, 2021, the City of Edina (the "City") approved a written spending plan for unobligated tax increment monies for the Southdale 2 TIF District, Pentagon Park TIF District, and 70th and Cahill TIF District (the "Spending Plan"); and

WHEREAS, the City adopted an Amended and Restated Spending Plan via Resolution 2025-101 on November 18, 2025 to allow expenditures up to December 31, 2026; and

WHEREAS, pursuant to the Act and the terms set forth in this Agreement, the HRA will provide a grant of unobligated tax increment revenue to the Grantee to assist Grantee in financing the remodeling and modernization of an existing commercial space to accommodate a new café at 3948 West 50th Street in the City (the "Project"); and

WHEREAS, the Grantee represents that without financial participation by the HRA the Grantee's efforts to complete the full scope of the Project would not be possible.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1
Definitions

1.01. Definitions.

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

"Act" means Minnesota Statutes, Section 469.176, subdivision 4n.

"Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Grantee" means WOLD, LLC, a Minnesota limited liability company.

"Business Subsidies Act" means M.S., Sections 116J.993 through 116J.995.

"Certificate of Completion" means a certification in the form attached hereto as Exhibit C, to be provided to the Grantee pursuant to this Agreement.

"City" means the City of Edina, Minnesota.

"County" means the Hennepin County, Minnesota.

"Default Notice" means written notice from the HRA to the Grantee setting forth the Event of Default and the action required to remedy the same.

"Event of Default" means any of the events set forth in Section 7.01 hereof.

"Facility" means the first floor corner tenant space, approximately 3,310 square feet located at 3948 West 50th Street, Edina, MN with frontage along both 50th Street and Halifax Avenue.

"HRA" means the Edina Housing and Redevelopment Authority.

"Indemnified Parties" shall have the meaning set forth in Section 4.01 herein.

"Legal and Administrative Expenses" means the fees and expenses incurred by the HRA in connection with review and analysis of the development proposed under this Agreement and the preparation of this Agreement including, but not limited to, attorney and municipal advisor fees and expenses.

"Grant" means the grant, in the amount not to exceed $24,000, from the HRA to the Grantee. The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

"M.S." means Minnesota Statutes.

"Plans" means the plans, specifications, drawings and related documents for the work to be performed by the Grantee on the Property.

"Project" means the remodeling and modernization of an existing commercial space located at 3948 West 50th Street to accommodate a new café, including installation of a new kitchen-quality ceiling in the food preparation area and updated plumbing and electrical service in the food preparation area that will bring the older tenant space into compliance with modern standards, as described in greater detail in Exhibit B to this Agreement.

"Property" means real property located at 3948 West 50th Street, Edina, Minnesota, and as legally described in Exhibit A.

"Qualified Costs" means costs incurred by Grantee in connection with the Project, which are estimated to be $28,000 and shown on Exhibit B to this Agreement.

"Section" means a Section of this Agreement, unless used in reference to M.S.

"Spending Plan" means the written spending plan for unobligated tax increment monies for the Southdale 2 TIF District, Pentagon Park TIF District, and 70th and Cahill TIF District adopted by the HRA on October 28, 2021, and approved by the City on November 16, 2021 and as amended and restated on November 18, 2025.

"State" means the State of Minnesota.

"Termination Date" means the date this Agreement is terminated or rescinded in accordance with its terms.

"Unavoidable Delay" means a failure or delay in a party's performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party's reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, lack of materials, or declarations of any state, federal or local government, pandemics, epidemics (including the COVID-19 virus); provided that within ten (10) days after a party impaired by the delay has actual (as opposed to constructive) knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

ARTICLE 2
Representations and Warranties

2.01. HRA Representations.

The HRA makes the following representations to the Grantee:

(a) The HRA has the power under State law to enter into this Agreement and carry out its obligations hereunder.

(b) After each payment by the Grantee on any unforgiven portion of the Note, the HRA will provide Grantee with a statement showing the remaining amounts of unpaid interest, if any, and principal.

(c) The SPARC grant program officially concludes on December 31, 2026. No payments to the Grantee shall be made after this date. It is the responsibility of the Grantee to schedule the work so that the completion dates are satisfied. The HRA is not responsible for delays that prevent the HRA from making grant payments by December 31, 2026.

2.02. Grantee Representations.

The Grantee represents and warrants that:

(a) Grantee is a limited liability company under the laws of the State of Minnesota and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

(b) Grantee will, subject to and as required by Agreement, complete or cause to be completed the Project in accordance with the terms of this Agreement, and all applicable local, state and federal laws and regulations.

(c) At such time or times as may be required by law, the Grantee will comply, or cause compliance with, all local, state and federal environmental laws and regulations applicable to the Project, and will obtain or cause to be obtained any and all necessary environmental reviews, licenses and clearances. The Grantee has received no written notice from any local, state or federal official that the activities of the Grantee or the HRA with respect to the Property may be or will be in violation of any environmental law or regulation. The Grantee has no actual knowledge of any facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Property.

(d) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Grantee is now a party or by which the Grantee is bound.

(e) The Grantee has no actual knowledge that any member of the Board of the HRA, or any other officer of the HRA or the City has any direct or indirect financial interest in the Grantee, the Property, or the Project.

(f) The Grantee will use commercially reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations which must be obtained or met in connection with the Project. Without limitation to the foregoing, the Grantee will request and seek to obtain from the City all necessary variances, conditional use permits and zoning changes related to the Project.

(g) In order to achieve the completion deadlines, the Grantee may begin mobilization and construction of the Project prior to the execution of this Agreement. Grantee understands that any such work shall be done at their sole financial risk.

(h) The Grantee would not undertake the full scope of the Project without the financial assistance to be provided by the HRA pursuant to this Agreement.

2.03. Use of Property. The Grantee's use of the Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, any lease or sublease, and all applicable laws, ordinances and regulations. The Grantee hereby represents and warrants that to its knowledge there is no existing event or circumstance that would hinder the Project as contemplated by this Agreement.

2.04. Insurance; Vacating Facility.

The Grantee will, at its expense, carry such type and amount of insurance as is standard commercially and as may be required under any lease, including, but not limited to, general liability, property, business interruption, and automobile liability insurance. Upon any damage or destruction of the Facility, or any portion thereof, by fire or other casualty, Grantee shall use commercially reasonable efforts to remain in the Facility subject to rights and obligations set forth in any lease. If, upon damage or destruction of the Facility, Grantee decides to vacate the Facility prior to delivery of a Certificate of Completion, the HRA shall not be required to provide the Grant contemplated herein.

ARTICLE 3
The Project

3.01. Timing; Plans. At the HRA's request, the Grantee shall make Plans for the Project available to the HRA for review. Such review does not replace the regulatory reviews conducted by Edina's building, fire and engineering departments.

(a) Subject to Unavoidable Delay and approved extensions by the HRA in writing, Grantee shall cause the Project to commence no later than one month after the date of this Agreement and the Project shall be substantially completed in accordance with the terms of the this Agreement within three (3) months after the commencement date.

(b) The Grantee shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the HRA. All connections to public utility lines and facilities shall be subject to approval of the HRA (in accordance with City code) and any applicable private utility provider. Except for public improvements undertaken by the HRA or another governmental body and assessed against benefited properties, all street and utility installations, relocations, alterations and restorations shall be at the Grantee's expense and without expense to the HRA. The Grantee, at its own expense, shall replace any public facilities or utilities damaged during the Project by the Grantee or its agents or by others acting on behalf of or under the direction or control of the Grantee.

3.02. Certificate of Completion.

(a) Upon the Grantee's request and following the HRA's certification that the Project is completed to the reasonable satisfaction of the Chair and Secretary of the HRA, or their designees, the Chair and Secretary of the HRA, or their designees, will furnish the Grantee with a Certificate of Completion for the Project, in substantially the form attached hereto as Exhibit C, as conclusive evidence of satisfaction and termination of the agreements and covenants of this Agreement with respect to the obligations of the Grantee to complete the Project. The furnishing by the Chair and Secretary of the HRA, or their designees, of such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee or owner to any mortgagee.

(b) The following conditions are also required prior to the Chair and Secretary of the HRA furnishing a Certificate of Completion to Grantee:

- Grantee must receive a Certificate of Occupancy or equivalent documentation from the Edina Building Department, including Public Health Department that attests that the space is approved for occupancy;

- The Edina Engineering Department must provide approval for any exterior work that requires permit;

- Grantee has provided to the HRA copies of paid invoices, lien waivers or equivalent documents to confirm that all Qualified Costs to be reimbursed with the Grant funds have been paid; and

- Grantee must not be in violation of any applicable wage theft laws.

(c) If the Chair and Secretary of the HRA, or their designees, shall refuse or fail to provide a Certificate of Completion following the Grantee's request, the Chair and Secretary of the HRA shall, within twenty-one (21) days after the Grantee's request, provide the Grantee with a written statement specifying in what respects the Grantee has failed to complete the Project in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the Chair and Secretary of the HRA, for the Grantee to obtain the Certificate of Completion.

3.03. Progress Reports. Until the Certificate of Completion is issued for the Project, the Grantee shall make, in such detail as may reasonably be required by the HRA, and forward to the HRA, upon demand by the HRA (provided such demand shall not be made more frequently than monthly in the absence of an Event of Default hereunder), a written report as to the actual progress of the Project. No formal report is required, unless requested by the HRA.

3.04. Access to Property. Subject to any lease, the Grantee agrees to permit the HRA and any of its officers, employees or agents access to the Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the HRA shall not have an obligation to inspect such work.

3.05. Subordination. By written consent of the HRA, which consent shall not be unreasonably withheld, the HRA may subordinate any or all of its rights under this Agreement to any lease.

ARTICLE 4
Defense of Claims; Insurance

4.01. Defense of Claims.

(a) The Grantee shall indemnify and hold harmless the HRA, its governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the "Indemnified Parties") for any expenses (including reasonable attorneys' fees), loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any Indemnified Parties), damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project; provided, however, the Grantee shall not be required to indemnify any Indemnified Party for any claims or proceedings arising from any negligent, intentional misconduct, or unlawful acts or omissions of such Indemnified Party, or from expenses, damages or losses that are eligible to be reimbursed by insurance. Promptly after receipt by the HRA of notice of the commencement of any action in respect of which indemnity may be sought against the Grantee under this Section 4.01, such person will notify the Grantee in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Grantee shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the HRA) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Grantee. The HRA shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Grantee unless the employment of such counsel has been specifically authorized by the Grantee. Notwithstanding the foregoing, if the HRA has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Grantee, the Grantee shall not be entitled to assume the defense of such action on behalf of the HRA, but the Grantee shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the HRA in conducting their defense. The Grantee shall not be liable to indemnify any person for any settlement of any such action effected without the Grantee's consent. The omission to notify the Grantee as herein provided will not relieve the Grantee from any liability which it may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

(b) The Grantee agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity arising or purportedly arising from the actions or inactions of the Grantee (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the HRA in this Agreement or to any actions undertaken by the HRA which are not contemplated by this Agreement but shall, in any event, apply to any pecuniary loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any of the Indemnified Parties) or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the HRA at a rate equal to the prime rate) as a result of the Project, as constructed and operated by the Grantee, or to violate limitations as to the use of the revenues therefrom as set forth in the Act.

(c) All covenants, stipulations, promises, agreements and obligations of the HRA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the HRA and not of any governing body member, officer, agent, servant or employee of the HRA, as the case may be.

ARTICLE 5
Grant for Reimbursement of Expenses

5.01. Development Costs The Grantee has agreed to and shall be responsible to pay or cause to be paid all of its respective costs of the Project, as herein provided. However, the HRA, in order to encourage the Grantee to proceed with the Project, and to assist the Grantee in paying the costs thereof, is willing to provide the Grant.

5.02. Grant.

The HRA agrees to provide the Grantee a grant of unobligated incremental property taxes. The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

The HRA shall provide the Grant to Grantee upon satisfaction of the conditions precedent set forth in Section 5.04 below. Within thirty (30) business days of approval of the Disbursement Request by the HRA as set forth in Section 5.03 below, the HRA shall provide the Grant to the Grantee via check or wire transfer.

(a) The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

(b) The Grant shall not be made by the HRA to the Grantee unless and until the Grantee has provided written evidence reasonably satisfactory to the HRA that (i) Qualified Costs or the total amount of construction costs have been incurred for the Project and paid by the Grantee as demonstrated by copies of paid invoices and lien waivers and (ii) the conditions precedent set forth in Section 5.04 below have been satisfied.

(c) The HRA shall not be obligated to provide the Grant to the Grantee subsequent to the termination of this Agreement as provided in Section 8.06 hereof. In no case shall the HRA be obligated to provide grant funds after December 31, 2026, regardless of the status of the Grantee's work.

(d) Upon written consent from the HRA, which consent shall not be unreasonably withheld, the Grantee may assign its rights under this Agreement to secure financing incurred by the Grantee to pay costs of the Project, or, after a Certificate of Completion has been issued by the HRA, to third parties.

5.03. Disbursement Request.

Upon payment by the Grantee of Qualified Costs or the total construction costs for the Project, the Grantee will deliver to the HRA (a) an instrument executed by the Grantee in substantially the form attached hereto in Exhibit D (i) specifying the amount and nature of the Qualified Costs of the Project to be reimbursed or the total amount of construction costs incurred and (ii) certifying that such costs have been paid to third parties unrelated to the Grantee, or if any costs have been paid to third parties related to the Grantee, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria and that such costs have not previously been contained in an instrument furnished by Grantee to HRA pursuant to this Section 5.03; and (b) evidence reasonably satisfactory to the HRA of the payment by the Grantee of such costs or direction by the Grantee for the HRA to directly pay the Grant amount to the third party for the costs incurred (collectively, the "Disbursement Request"). The Disbursement Request must be submitted to the HRA no later than November 15, 2026, unless an extension is agreed to by the HRA Executive Director. Within ten (10) days after the Grantee's submission of the Disbursement Request to the HRA, the HRA shall either approve the Disbursement Request or provide the Grantee with a written statement specifying what additional information the HRA needs with respect to the Disbursement Request. Thereafter, the HRA will provide to the Grantee or provide directly to the third party at the request of the Grantee, the Grant amount as provided in Section 5.02(a) above and subject to the conditions precedent in Section 5.04 below.

5.04. Satisfaction of Conditions Precedent. Notwithstanding anything to the contrary contained herein, the HRA's obligation to provide the Grant to Grantee shall be subject to satisfaction, or waiver in writing by the HRA, of all of the following conditions precedent:

(a) the conditions precedent in Section 5.03 hereof have been satisfied;

(b) the Grantee has satisfied the Matching Investment requirement in Section 5.05 below; and

(c) the Grantee shall not be in default under the terms of this Agreement beyond any applicable cure period;

In the event that all of the above conditions required to be satisfied as provided in this Section 5.04 have not been satisfied by November 15, 2026 (subject to Unavoidable Delay), either the HRA or the Grantee may terminate this Agreement if such conditions are not satisfied within thirty (30) days following notice to the non-terminating party by the terminating party. Upon such termination, the provisions of this Agreement relating to the Project shall terminate and, except as provided in Article 8, neither the Grantee nor the HRA shall have any further liability or obligation to the other hereunder.

5.05. Matching Investment. Grantee is required to invest at least two times (2x) the Grant amount in total construction costs for the Facility. The total construction cost includes hard and soft costs as well as eligible and ineligible Grant expenses.

5.06. Reserved.

5.07. Notice of Default. Whenever the HRA shall deliver any notice or demand to the Grantee with respect to any breach or default by the Grantee in its obligations or covenants under this Agreement, the HRA shall at the same time forward a copy of such notice or demand to each investor, lender, or holder of any permitted mortgage, lien or other similar encumbrance at the last address of such holder shown in the records of the HRA. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project without first having expressly assumed the obligation to the HRA, by written agreement satisfactory to the HRA, to complete the construction of the Project in accordance with the plans and specifications therefor and this Agreement. Any such holder who shall properly complete the construction of the Project shall be entitled, upon written request made to the HRA, to a certification by the HRA to such effect in the manner provided in Section 3.02.

5.08 Legal and Administrative Expenses. The HRA agrees to pay all Legal and Administrative Expenses that are incurred in connection with the negotiation, approval and documentation of this Agreement. The Grantee agrees to pay all legal and administrative expenses of any amendments to this Agreement.

ARTICLE 6
Prohibitions Against Assignment and Transfer

6.01. Transfer of Property and Assignment. Until such time as the Certificate of Completion is issued, Grantee will not assign its interest in any lease relating to the Facility to any third party without the prior consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Provided that no Event of Default exists hereunder, any such approved assignment shall release the Grantee from its obligations hereunder upon execution and delivery to the HRA by the transferee or assignee of an instrument in form and substance satisfactory to the HRA by which the assignee assumes the obligations of the Grantee hereunder.

Except as set forth in the immediately preceding paragraph, in the absence of specific written agreement by the HRA to the contrary, no approval of any assignment by the HRA thereof with respect to any assignment shall be deemed to relieve the Grantee, or any other party bound in any way by this Agreement or otherwise with respect to the completion of the Project, from any of their obligations with respect thereto.

ARTICLE 7
Event of Default; Fees

7.01. Events of Default. Subject to Unavoidable Delay, 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 which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and the term "default" shall mean any event which would with the passage of time or giving of notice, or both, be an "Event of Default" hereunder):

(a) Failure of the Grantee to substantially complete the Project as required hereunder by November 15, 2026.

(b) Failure of the Grantee or the HRA to observe and perform any other material covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(c) Filing of any voluntary petition in bankruptcy or similar proceedings by the Grantee; general assignment for the benefit of creditors made by the Grantee or admission in writing by the Grantee of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Grantee which are not dismissed or stayed within sixty (60) days.

7.02. Remedies on Default. In the event the HRA desires to exercise any of its rights or remedies as provided herein or otherwise available to the HRA at law or in equity, the HRA shall first provide written notice to Grantee setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the "Default Notice"). Grantee or any transferee or assignee under Section 6.01 hereof, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Grantee's receipt of a Default Notice, Grantee does not cure or remedy the Event of Default therein specified within the time provided above, the HRA may take any one or more of the following actions at any time prior to Grantee's curing or remedying the Event of Default:

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

(b) In the case of a material default that is not cured within a reasonable period of time, terminate all rights of Grantee under this Agreement.

(c) Withhold the Certificate of Completion.

(d) Take whatever action at law or in equity may appear necessary or desirable to the HRA to enforce performance and observance of any obligation, agreement, or covenant of Grantee under this Agreement.

In the event the HRA should fail to observe or perform any covenant, agreement or obligation of the HRA on their part to be observed and performed under this Agreement, Grantee may take any one or more of the following actions:

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

(b) In the case of a material default that is not cured within a reasonable period of time, terminate all rights of the HRA under this Agreement.

(c) Take whatever action at law or in equity may appear necessary or desirable to Grantee to enforce performance and observance of any obligation, agreement, or covenant of the HRA under this Agreement.

7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the HRA, or to the Grantee 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. In order to entitle the HRA, or Grantee to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

7.04. Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is 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.

7.05. Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the HRA shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Grantee herein contained, the Grantee agrees that it shall, on demand therefor, pay to the HRA the reasonable fees of such attorneys and such other expenses so incurred by the HRA.

ARTICLE 8
General Provisions

8.01. Conflicts of Interest; HRA Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the HRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or consultant's employee, or employee of the HRA shall be personally liable to Grantee, or any successor in interest, in the event of any default or breach by the HRA or for any amount which may become due to Grantee or successors or on any obligations under the terms of this Agreement. No member, official, consultant or consultant's employee, or employee of the Grantee shall be personally liable to the HRA, or any successor in interest, in the event of any default or breach by the Grantee or for any amount which may become due to the HRA on any obligations under the terms of this Agreement.

8.02. Equal Employment Opportunity; Minnesota Wage Theft Protection Act. Grantee, for itself and its successors and assigns, agrees that during the construction of the Project it will comply with and cause any contractors or subcontractors to comply with any applicable federal, state and local affirmative action, equal employment, and nondiscrimination laws or regulations and all labor and wage laws, including all provisions related to Minnesota's Wage Theft Protection Act.

8.03. Restrictions on Use. Grantee agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that Grantee, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement and other agreements entered into between the Grantee and the HRA, and shall not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or familial status in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

8.04. 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.

8.05. Business Subsidies Act. The Grant shall not exceed $24,000, therefore, the Grant is not a business subsidy, and the parties will not enter into a business subsidy agreement pursuant to the Business Subsidies Act.

8.06. Term of Agreement. This Agreement shall terminate on the Termination Date; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to Termination Date, as stated in this Section 8.06.

8.07. Provisions Surviving Termination. Sections 4.01 and 7.05 hereof shall survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof.

ARTICLE 9
Administrative Provisions

9.01. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

(a) in the case of Grantee, addressed to or delivered personally to:

WOLD, LLC
c/o Ann Wold Schuster
4527 Arden Ave.
Edina, MN 55424-1116

(b) in the case of the HRA, addressed or delivered personally to:

Edina Housing and Redevelopment Authority
4801 W 50th Street
Edina, MN 55424
Attention: Executive Director

The HRA and the Grantee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

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

9.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the HRA and the Grantee and their respective successors and assigns.

9.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9.05. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the HRA and the Grantee. The Chair and HRA Secretary are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the HRA. The Executive Director is authorized to approve time extensions due to documented Unavoidable Delays for up to 60 days but in no case past the date required to issue payment by the December 31, 2026 deadline.

9.06. Further Assurances and Corrective Instruments. The HRA and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Project or for carrying out the expressed intention of this Agreement.

9.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provision or Section of this Agreement.

9.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflict-of-laws principles thereof.

9.09. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

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

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

By ____
James B. Hovland, Chair

And ____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 13th day of August, 2026, by James B. Hovland, the Chair, and James Pierce, the Secretary, of the Edina Housing and Redevelopment Authority, a Minnesota municipal corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of August, 2026.

____
Notary Public

WOLD, LLC, a Minnesota limited liability company

By: ______________________________________
Sign above and Print Name here:

Its: ______________________________
Title

STATE OF __________)
) ss.
COUNTY OF __________)

The foregoing instrument was acknowledged before me on this _______ day of August, 2026, by ________________________ (print name), the _____________________________ (print title) of WOLD, LLC, a Minnesota limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I have set my hand and my official seal this _________ day of August, 2026.

____
Notary Public

EXHIBIT A

PROPERTY

The real property and interests in such property located in the County of Hennepin, State of Minnesota and described as follows:

Common Address: 3948 West 50th Street, Edina, Minnesota

Legal Description

Parcel 1: All the part of Lot 35, Auditor's Subdivision No. 172 lying West of the East 13 feet thereof and lying South of a line drawn parallel with and 160.30 feet North of the South line of said Lot 35 except that part thereof lying Easterly and Westerly 74.20 feet and lying North of a line drawn parallel with and the 126.0 feet North of the South line of said Lot 35, according to the recorded plat thereof,

Parcel 2: All that part of the East 22 feet of the South half of Lot 36, Auditor's Subdivision No. 172 lying South of a line drawn parallel with and 150.30 feet North of the South line of said Lot 36 except that part thereof described as follows: Beginning at a point on the South line of said Lot 36 which point is distant 22 feet West from the Southeast corner of said Lot 36, thence North and parallel to the East line of said Lot 36 a distance of 150.14 feet, thence East parallel to the South line of said Lot A distance of .55 of a foot thence Southerly to a point on the South line of said Lot 36, which point is .10 of a foot East of the point of beginning, thence West .10 of a foot to the point of beginning, the West line of said parcel being marked by Judicial Landmarks set pursuant to Torrens Case No. 16224, according the recorded plat thereof;

Parcel 3: All that part of the West 100 feet of the East 122 feet of the South half of Lot 36, Auditor's Subdivision Number 172, Hennepin County, Minnesota, lying South of a line drawn parallel with and 150.30 feet North of the South line of said Lot 36; and

Parcel 4: Also, beginning at a point on the South line of Lot 36, Auditor's Subdivision Number 172, Hennepin County, Minnesota, which point is distant 22 feet West from the Southeast corner of said Lot 36; thence North and parallel to the East line of said Lot 36 a distance of 150.14 feet; thence East a distance of .55 feet; thence Southerly to a point on the South line of Lot 36, which point is .10 feet East of the point of beginning; thence West .10 feet to the point of beginning.

All located in Hennepin County, Minnesota.

Parcel ID Number
18-028-24-14-0126

EXHIBIT B

PROJECT DESCRIPTION; QUALIFIED COSTS

Qualified Costs Generally

Qualified Costs may include:

a) *Energy efficient improvements to building shell including but not limited to: glazing and storefront systems, wall and ceiling insulation, HVAC systems and similar work;*

b) *Permanent improvements to achieve handicapped accessibility per ADA and MN Accessibility Code including but not limited to: entrances and exits to building and/or suite, accessible route to/from handicapped parking stalls to building and/or suite entrances, customer facilities such as toilet rooms, permanent sales counters, elevators and lifts; and*

c) *Other permanent improvements to the building that are necessary to occupy a successful business when approved by the HRA*

Project Description

The Project involves the remodeling and modernization of an existing commercial space located at 3948 West 50th Street to accommodate a new café, including installation of a new kitchen-quality ceiling and wall panels in the food preparation area and updated plumbing and electrical service in the food preparation areas that are permanent in nature and will bring the older tenant space into compliance with modern standards. The total estimated business investment exceeds $400,000, including a total construction estimate of $240,000 to $250,000. The qualified construction costs that are eligible for reimbursement are described below.

The estimated Qualified Costs are listed below that are eligible for reimbursement from the unobligated tax increment. The list below is non-exhaustive and the amounts assigned to each category are estimates only and not independent limitations of Grantee's Qualified Costs.

Acoustical ceiling and FRP	$ 6,000
Plumbing, excluding decorative fixtures	$14,000
Electrical, excluding decorative lighting	$8,000
Estimated Total of Qualified Costs	**$ 28,000***

* Grantee's Qualified Cost. The total principal amount of the Grant to reimburse the Grantee for Qualified Costs of the Project will not exceed $24,000. The actual amount of the Grant shall be the lesser of actual Qualified Costs or 50% of the total construction cost not to exceed $24,000.

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, WOLD LLC, a Minnesota limited liability company, leased the first floor corner tenant space located at 3948 West 50th Street (the "Property") in the County of Hennepin and State of Minnesota described on Exhibit A of that certain Grant Agreement (the "Agreement"), dated as of August 13, 2026, between the Grantee and the Edina Housing and Redevelopment Authority; and

WHEREAS, the Property is subject to the provisions of the Agreement; and

WHEREAS, the Grantee has fully and duly performed all of the covenants and conditions of Grantee under the Agreement with respect to the completion of the Project (as defined in the Agreement);

NOW, THEREFORE, it is hereby certified that all requirements of the Grantee under the Agreement with respect to the completion of the Project have been completed and duly and fully performed, and this instrument is to be conclusive evidence of the satisfactory termination of the covenants and conditions of the Agreement as they relate to the completion of the Project. All other covenants and conditions of the Agreement, including the covenants and conditions related to the Grant, shall remain in effect and are not terminated hereby.

Dated this ____ day of ____________, 2026.

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

By ____
James Hovland, Chair

And ____
James Pierce, Secretary

EXHIBIT D

GRANT DISBURSEMENT REQUEST

Name of Grantee: WOLD, LLC ("Grantee")

Project: The subdivision and remodeling of an existing office facility to accommodate multiple tenants (The "Project")

Project Address: 3948 West 50th Street, Edina Minnesota

(A) Actual Project Construction Cost incurred by Grantee for the Project (estimated to be $240,000 to $250,000)	$
(B) Actual Amount of Qualified Costs (estimated to be $28,000)	$
Amount Requested (not to exceed 50% of A nor 100% of B nor $24,000)	**$**

The undersigned represents and certifies as follows:

1) Grantee has completed the Project in accordance with that certain Grant Agreement made and entered into as of August 13, 2026 (the "Grant Agreement"), between the Edina Housing and Redevelopment Authority (the "HRA"), and the Grantee, and all applicable laws and codes related thereto; and

2) Such costs as detailed herein have been or will be paid directly to third parties unrelated to the Grantee and any costs paid to third parties related to the Grantee, do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria; and

3) Costs detailed herein have not previously been contained in an instrument furnished by the Grantee to the HRA; and

4) The Grantee has fully and duly performed all other covenants and conditions of Grantee under the Grant Agreement with respect to the completion of the Project and the disbursement of funds by the HRA.

5) The Grantee directs the HRA to pay the Grant amount directly to:
Vendor Name: ____________________ Vendor Address: ________________________________

____
(Signature of Grantee)

Printed Name: ______________________________
Date Submitted to HRA: ____________________

Attachments must include:

- Copies of invoices, paid invoices and/or lien waivers by contractor(s)

For Edina HRA Staff Use Only	
Reviewed by:	
Date Approved for Payment:	

EDINA MINNESOTA

Purchase Request

August 13, 2026

Housing & Redevelopment Authority

Item Number: 8.3

Department: Community Development

Item Activity: Action

Prepared By: Bill Neuendorf, Economic Dev Mgr

Item Title: Professional Services Agreement with Damon Farber Associates for Landscape and Entry Sign Design

Action Requested:

Approve the proposal from Damon Farber Associates for the design and administration of landscaping and entry monument sign at Highway 100 interchange and authorize staff to implement the terms of the proposal.

Requisition Number: 12600209

Vendor: Damon Farber Associates

Equipment Status: NA

Funding Source: Centennial Lakes TIF Fund

Cost: $84,800

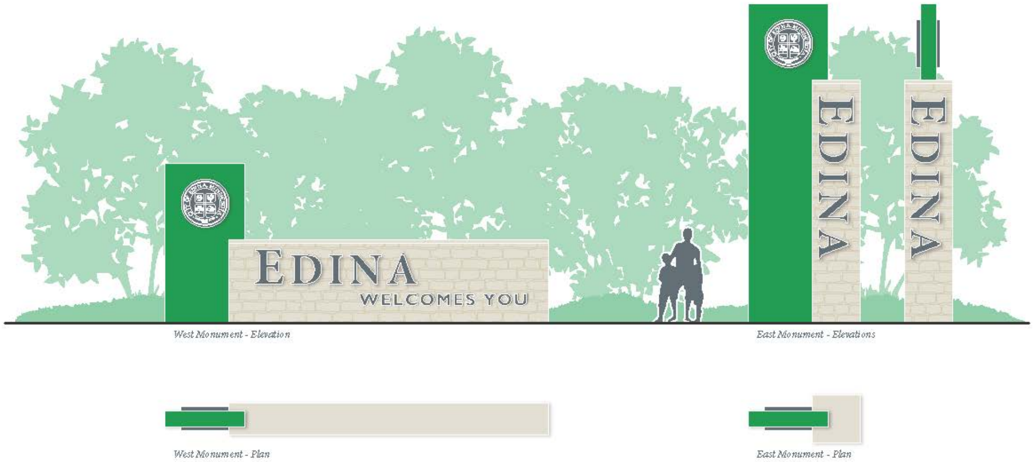
Information/Background:

Edina's Capital Improvement Plan calls for several monument signs located at major entry points to the city. These are installed when strategic opportunities arise and when funding is available.

With the recent reconstruction of the Vernon Avenue / 50th Street bridge that spans Highway 100, an opportunity has been created to install one or two new monument signs.

The designers at Damon Farber Associates were engaged to study the new roadway layout and create concept level designs for consideration. The conceptual design for the monument signs are shown below. Horizontal and vertical layouts are provided due to the limited land available on each side of the highway. The signs feature the phrase "Edina welcomes you" and the City seal using a combination of natural stone and colored metal panels. The letters are intended to be illuminated at nighttime if an electrical source can be reasonably identified.

Monument **Design**



City of Edina / Highway 100 Vernon Entry Experience

Damon Farber Associates investigated sites on the west and east sides of the highway that are highly visible from the southbound and northbound exit ramps. The site on the west side of the highway is more conducive to a new monument sign. The east side of the highway has little available land, includes a steep hill and the site lines are partially blocked by light poles.

The images below show the available sites on the west and east sides of the highway.

West **Monument**

City of Edina / Highway 100 Vernon Entry Experience

East Monument

City of Edina / Highway 100 Vernon Entry Experience

Staff recommends that Damon Farber Associates be hired to prepare complete designs for a new monument sign and associated landscaping on the west side of the highway as well as landscape design for the east side of the highway. These plans should be suitable for bidding purposes.

This design and future construction will be funded using available cash balance in the Centennial Lakes TIF account. The cost of this work is not borne by the City's tax levy.

Resources/Financial Impacts:

Relationship to City Policies/Plans/Budget Pillars:

Livable City - Installation of high quality monument signage enhances the reputation of the community and contributes to civic pride.

Values Impact:

Equity	Creation of monument signs contributes to civic pride of all community members.
Sustainability	Landscaping is intended to be enhanced using drought resistant and native plantings to reduce maintenance needs.

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. Concept Design 6-5-2026
2. Entry Monument Signage Proposal-07-30-2026

City of Edina

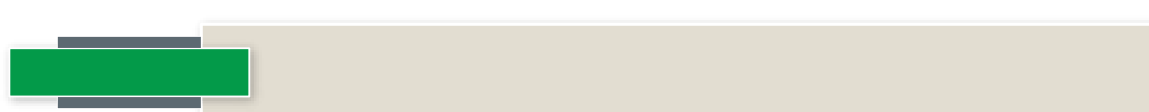
Highway 100 Vernon Entry Experience

06.05.2026

Monument **Design**

West Monument - Elevation

East Monument - Elevations



West Monument - Plan

East Monument - Plan

Monument **Design**

East Monument - Large E Sideways

East Monument - Vertical

East Monument - Large E Vertical

West **Monument**

West Monument

East **Monument**

East Monument

VIEW LOOKING NORTH EAST ON VERNON

VIEW LOOKING WEST ON VERNON

East **Monument**

East **Monument - Alternate**

East **Monument - Alternate**

VIEW LOOKING NORTH EAST ON VERNON

VIEW LOOKING WEST ON VERNON

East **Monument - Alternate**

Birdseye **Monuments**

Plan **West Side**

Plan **East Side**

Plant **Palette**

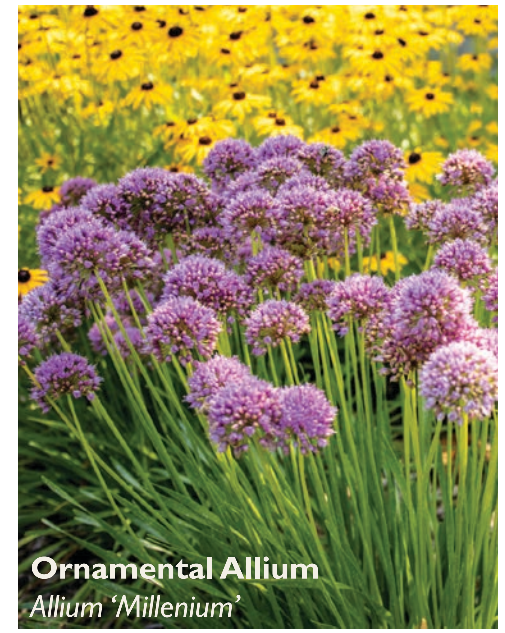
Ornamental Grasses

Prairie Dropseed
Sporobolus heterolepis

Switchgrass
Panicum virgatum

Little Bluestem
Schizachyrium scoparium

Perennials



Ornamental Allium
Allium 'Millenium'

Walker's Low Catmint
Nepeta x faassenii 'Walker's Low'

Blue Star
Amsonia 'Blue Ice'

Shrubs

Grey Owl Juniper
Juniperus virginiana 'Grey Owl'

Red-osier Dogwood
Cornus sericea

Sem False Spirea
Sorbaria sorbifolia 'Sem'

Trees

Common Purple Lilac
Syringa vulgaris

Red Pine
Pinus resinosa

Black Spruce
Picea mariana

DF/

July 30, 2026

Bill Neuendorf, Economic Development Manager
City of Edina
4801 W. 50th St.
Edina, MN 55424

Re: Highway 100/Vernon Entry Experience
Landscape Architectural Proposal DD-CA

Dear Bill,

Thank you for your insight in continuing this project from Design Development to Construction Administration. Along with our subconsultants, which includes Pierce Pini+Associates for Civil, and Sandman Structural Engineers, we have updated fees based on the scope, direction, and needs for the next steps in a two-phase approach. Per previous communications, we have also included revised fees for Nelson-Rudie, Electrical Engineering, as an alternate.

Project Vision
The southbound and northbound off-ramps of Minnesota State Highway 100 at Vernon Avenue offer an opportunity to transform a utilitarian corridor into a clear and welcoming civic threshold. This effort will integrate signage, landscape, and landform to shape a memorable arrival experience while minimizing the visual presence of adjacent sound walls.

Based on our conversation, we have developed the following scope of work:

PHASE I, 2026 (Total Base $73,900; Total Alternate $84,800)
Encompasses design, bid documents, and construction support of the sign and surrounding site at the West side of the bridge (south bound off ramp from Highway 100) and site plantings on the East side of the bridge (north bound off ramp from Highway 100).

Design Development (Base $22,500; Alternate $25,100):

- On-site inspections with Civil and Structural to verify site conditions. Development of sign and site design and details. Comparison of design to budget. Provide 60% design-level documentation for owner review and approval. Alternate includes services and estimated expenses of Electrical Engineer.

Construction Documentation (Base $32,100; Alternate $36,700):

- Full development of bid documents and specifications. Provide 95% design level document for owner review and approval. Alternate includes services and estimated expenses of Electrical Engineer.

Bidding Support (Base $5,500; Alternate $6,600):

- Submit 100% documentation for bidding purposes. Includes pre-bid meeting and addendums, as needed. Alternate includes services and estimated expenses of Electrical Engineer.

Construction Administration ($13,800; Alternate $16,400):

- Provide coordination and owner support services during construction, which includes construction meetings, schedule reviews, submittal reviews and approvals.

PHASE II, 2027 (Total Base $47,800; Total Alternate $55,700)
Encompasses design, bid documents, and construction support of the sign and surrounding site at the East side of the bridge (north bound off ramp from Highway 100).

Design Development (Base $13,800; Alternate $15,400):

- On-site inspections with Civil and Structural to verify site conditions. Development of sign and site design and details. Comparison of design to budget. Provide 60% design-level documentation for owner review and approval. Alternate includes services and estimated expenses of Electrical Engineer.

Construction Documentation (Base $18,200; Alternate $21,300):

- Full development of bid documents and specifications. Provide 95% design level document for owner review and approval. Alternate includes services and estimated expenses of Electrical Engineer.

Bidding Support (Base $4,500; Alternate $5,600):

- Submit 100% documentation for bidding purposes. Includes pre-bid meeting and addendums, as needed. Alternate includes services and estimated expenses of Electrical Engineer.

Construction Administration ($11,300; Alternate $13,400):

- Provide coordination and owner support services during construction, which includes construction meetings, schedule reviews, submittal reviews and approvals.

Schedules
Each phase described above is estimated to take 4 to 6 weeks and will vary based on staff availability and required reviews and approvals. We will work with you to formulate a schedule that works for both parties and provides documentation during desired bidding season.

We look forward to partnering with the City of Edina to shape an arrival experience that reflects Edina's character and commitment to quality and durability.

Please let me know if you have any questions or comments on our scope of work. We are looking forward to working together with you on this exciting project!

Sincerely,

Tom Whitlock

Tom Whitlock, ASLA
President

Item Report

August 13, 2026

Housing & Redevelopment Authority

Item Number: 8.4 **Department:** Community Development

Item Activity: Action **Prepared By:** Bill Neuendorf, Economic Dev Mgr

Item Title: Resolution 2026-05 Approving the Decertification of 66 West Tax Increment Financing District

Action Requested:
Approve Resolution 2026-05 approving the decertification of 66 West Tax Increment Financing District

Information/Background:
The 66 West Tax Increment Financing (TIF) District was established in 2016 to facilitate the adaptive reuse and expansion of a commercial building to be used as affordable housing. Developed by Beacon Interfaith Housing Collaborative and managed by Simpson Housing Services, the 66 West Apartment building provides 39 units of affordable rental housing in a supportive environment for young adults that had previously been homeless. An unanticipated funding gap temporarily hindered the construction financing for the project. A one-time funding contribution from the HRA allowed this project to be constructed in 2017.

The HRA sourced funds from the adjacent Southdale 2 TIF District and a $275,000 interfund loan was structured in the event that future property taxes from 66 West were sufficient to repay the HRA contribution. This strategy was selected by the HRA to sustain long-term funding for future affordable housing in Edina. At year end, the balance of the interfund loan will be $169,037.

In 2019, the Amundson Avenue TIF District was established by the City and HRA using special legislation related to the use of funds from Southdale 2 District for affordable housing. The creation of this District enabled the commercial land to be transferred to a private developer to construct affordable housing without TIF support. This District continues to collect tax increment as a source to support future affordable housing in Edina. This TIF District collected $30,326 in tax increment in 2025. The overall property tax payment including TIF and distributions to City, Schools, and County was $39,127 in 2025.

Due to changes in Minnesota property tax laws, the tax increment revenue collected in the 66 West TIF District is lower than initially projected. This tax change reduced the overall property tax burden on affordable housing with the "Class 4d" tax designation. This change was made by state legislators in an effort to reduce operating costs and rent of affordable housing. In 2025, the property in the 66 West District paid a total of $14,424 in property taxes, $10,511 of which was tax increment. In 2026, the tax increment is anticipated to drop to $7,380.

With this statewide change in tax law, the repayment of the interfund loan has slowed to the point where the administrative burden on City staff is no longer worth the effort.

To better use the City's limited staff resources, it is recommended that funds from the Amundson

Avenue TIF District be used to repay the Southdale 2 Interfund loan in full. It is further recommended that the 66 West TIF District be decertified no later than December 31, 2026. This early decertification will halt the collection of tax increment at the end of 2026. In the future, the property taxes that had previously been designated as "tax increment" will be distributed to each of the taxing agencies.

Resources/Financial Impacts:
The recommended actions will use existing funds to repay an internal loan with no net impact to the budget. This action will reduce the future administrative workload and will return a parcel of land to the overall tax base. Staff can carry out these actions as part of their regular workload.

Relationship to City Policies/Plans/Budget Pillars:

Strong Foundation - Early decertification of this TIF District reduces the administrative workload and returns this property to the overall tax base.

Livable City - support and financing of affordable housing contributes to a more welcoming and vibrant community.

Values Impact:

Stewardship	Ctiy staff monitors the use of public finance programs to ensure City resources are used wisely. Early decertification of this TIF District will reduce the administrative workload without a negative impact to the City's efforts to enable future affordable housing.

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_Decertify 66 West TIF District 8-13-2026

EDINA MINNESOTA

HOUSING AND REDEVELOPMENT AUTHORITY

Resolution 2026-05 Approving the Decertification of 66 West Tax Increment Financing District

Whereas on April 5, 2016 the City of Edina (the "City") and its Housing and Redevelopment Authority (the "HRA") approved the establishment of the 66 West Tax Increment Financing District (the "District"), a housing district, within its Southeast Edina Redevelopment Project Area (the "Project Area") all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.001 to 469.047 and Sections 469.174 to 469.1794, inclusive, as amended (the "Act"); and

Whereas, this financing District served as a method for the HRA to provide a limited amount of gap financing that was essential to complete the construction of the 66 West Apartments which includes 39 units of affordable rental housing for young adults that had previously experienced homelessness; and

Whereas by Resolution 2017-03 duly adopted April 4, 2017 the HRA approved an interfund loan authorizing the advance of up to $300,000 from the Southdale 2 Tax Increment Financing Fund payable from the available tax increment of the District in accordance with the Act (the "Interfund Loan"); and

Whereas the outstanding balance of the Interfund Loan is prepayable in a total payoff amount of $169,037 (the "Interfund Loan Payoff Amount"); and

Whereas together with tax increments collected from the Amundson Tax Increment Financing District (the "Amundson District"), a housing district established to support affordable housing in Edina, the HRA anticipates having sufficient funds available to provide for payment of the Interfund Loan Payoff Amount; and

Whereas the HRA is the administrative authority for the District; and

Whereas as of the date hereof the HRA anticipates that all bonds and obligations to which tax increment from the District have been pledged will be paid in full or defeased and sufficient money has been set aside to pay all other costs authorized under the Tax Increment Financing Plan for the District; and

Whereas the HRA desires by this resolution to cause the decertification of the District after which all property taxes generated by property within the District will be distributed in the same manner as all other property taxes beginning January 1, 2027.

Now therefore be it resolved by the Board of Commissioners of the HRA as follows:

1. HRA staff is authorized to take such action as is necessary to coordinate for the prepayment of the Interfund Loan and utilize tax increment from the Amundson District fund as necessary to provide for the Interfund Loan Payoff Amount.
2. HRA staff is further authorized to take such action as is necessary to cause the decertification of the District, inclusive of filing a copy of this resolution in the City's District files, filing a copy of this resolution with the County Auditor of Hennepin County along with instructions to adjust the records for the District accordingly, and filing a copy of the resolution with the Minnesota Department of Revenue and the Minnesota Office of the State Auditor.
3. HRA staff is authorized and directed to return any surplus tax increment revenue remaining in the District TIF Fund in excess of the costs authorized by the Tax Increment Financing Plan to Hennepin County for distribution to the taxing jurisdictions in which the District is located.

Dated: August 13, 2026

Resolution 2026-05

Decertification of 66 West Tax Increment Financing District

Presentation to Edina Housing & Redevelopment Authority

August 13, 2026

The CITY of EDINA

Background to Redevelop 66 West Site

- Applied special legislation that allowed funds from Southdale 2 TIF District to support affordable housing
- TIF was necessary to provide gap financing that threatened to delay construction
- TIF was one of ten funding sources bundled to allow construction to proceed
- $275,000 provided after milestone achieved
- Structured as interfund loan
- Changes in property tax laws for affordable housing prolong the term to repay this loan
- Each District incurs annual fees and administrative expenses, further delaying repayment
- **Staff recommends repaying interfund loan using other TIF funds and decertifying 66 West TIF District 15 years earlier than anticipated.**

The CITY of EDINA

66 West Apartments

- Developed by Beacon Interfaith Housing Collaborative
- Completed 2017
- $11.2 million budget
- 39 units of affordable rental housing
- Targeted to young adults transitioning out of homelessness

The CITY of EDINA

66 West TIF District

- Established to provide gap financing for affordable housing
- Established 2016
- Scheduled to decertify 2041
- One parcel, 0.9 acres
- $275k interfund loan issued 2017
- No other financial obligations

The CITY of EDINA

Interfund Loan Overview

- Authorized up to $300,000 per HRA Resolution 2017-03
- Strategic means to sustain long term funding source for affordable housing projects and programs
- $275,000 principal issued
- 0% interest
- 2026 loan balance remaining $169,036.55
- Amundson TIF has cash balance of $176,738.75
- Sufficient funds are available to repay in full and decertify 66 West TIF District

The CITY of EDINA

Staff Recommendation

Approve Resolution 2026-05 approving the decertification of 66 West Tax Increment Financing District.

The CITY of EDINA

Item Report
August 13, 2026
Housing & Redevelopment Authority

Item Number: 8.5

Department: Community Development

Item Activity: Action

Prepared By: Nelly Chick-Brewer, Assistant Finance Director, Bill Neuendorf, Economic Dev Mgr, Scott Neal, City Manager

Item Title: Resolution 2026-06 Adopting the Proposed 2027 Budget and Establishing the Proposed Tax Levy Payable in 2027

Action Requested:
Approve Resolution 2026-06, adopting the proposed 2027 budget for the Edina Housing and Redevelopment Authority and establishing the proposed property tax levy payable in 2027.

Information/Background:
The HRA is a separate taxing authority formed by the City Council in 1974. The HRA adopts a budget annually to include anticipated expenses to be incurred to work towards its goals of creating affordable housing and enabling redevelopment of properties to keep the community vibrant.

It should be noted that the majority of expenses in the HRA budget are paid from incremental property taxes collected in active TIF Districts. These expenses are not included in the HRA tax levy.

For nearly ten years, the HRA has adopted a small property tax levy to pay for a portion of the administrative expenses, supplies and programs that enable City staff to operate the HRA effectively. The HRA levy proposed for 2027 includes a 3% percent increase from $267,100 in 2026 to $275,100 in 2027.

Staff recommends that the budget and the levy be approved.

Resources/Financial Impacts:
After approval, this property tax levy will be implemented in 2027 and will affect the amount of property taxes paid by all commercial, industrial and residential tax payers in Edina.

City staff can implement these programs as part of their regular duties.

Relationship to City Policies/Plans/Budget Pillars:

Strong Foundation - promoting redevelopment keeps Edinas tax base strong so that no singular property type is relied upon for fiscal purposes.

Livable City - promotion of affordable housing and redevelopment provides a variety of housing choices and enables a variety of employment opportunities as well as goods and services to the community. These elements contribute to the excellent quality of life that is achieved in Edina.

Values Impact:

	Engagement	Establishing a proposed budget allows stakeholders to provide input before final decisions are made.
	Equity	Establishing a proposed budget for 2027 enables the HRA to continue its service to the broad Edina community.
	Stewardship	Adjusting the HRA to address inflation enables the service to continue with minimal impact to the property tax payers.

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

HOUSING AND REDEVELOPMENT AUTHORITY

Resolution 2026-06 Adopting the Proposed 2027 Budget and Establishing the Proposed Tax Levy Payable in 2027

Whereas The Edina Housing and Redevelopment Authority (the "HRA") has authorities and powers according to Minnesota Statutes, Sections 469.001 to 469.047; and

Whereas MN Statutes Section 469.033, subd. 6 grants the HRA the power to levy and collect taxes subject to a resolution of consent from the Edina City Council for a set period.

Now, therefore, be it resolved by the Board as follows:

Section 1: That there is proposed to be levied upon all taxable real and personal property in the City of Edina, a tax rate sufficient to produce the amount as follows:
HRA GENERAL FUND $275,100

Section 2: That the preliminary budget is as follows:
HRA GENERAL FUND TAX LEVY REVENUES $275,100
HRA GENERAL FUND EXPENDITURES $275,100

Section 3: That the Edina City Council is requested to approve a Resolution consenting to an HRA tax levy payable in 2027.

Passed and adopted by the Housing and Redevelopment Authority on August 13, 2026.

EDINA MINNESOTA

Item Report

August 13, 2026

Housing & Redevelopment Authority

Item Number: 9.1

Department: Community Development

Item Activity: Information

Prepared By: Bill Neuendorf, Economic Dev Mgr

Item Title: 72nd & France #3 TIF District - Project Update

Action Requested:
No action required; for informational purposes only.

Information/Background:
There has been speculation about the status of the 72nd & France #3 TIF District with potential changes to the development program on the NW and SW parcels. The following information summarizes the status of this TIF District in an effort to curb misinformation.

Summary
The 8-acre property at 7235 France Avenue was confirmed to satisfy the State definition of "sub-standard" aka "blighted" and qualifies as a TIF Redevelopment District. The City Council and HRA approved the establishment of the 72nd & France #3 TIF District on November 19, 2024. The approved TIF Plan establishes the maximum 25-year budget ($80,982,935) and maximum duration (25 years) for this District. The HRA may enter into binding repayment obligations from this TIF District for the next 5 years.

These budget limitations are based on projections from the 2024 site plans approved by City Council. At this time, there has been no commitment to collect or to spend this maximum amount.

Private Redevelopment - The HRA approved three TIF Redevelopment Agreements with the anticipated real estate developers for this site: Enclave Companies (NW and East parcels) and Lifestyle Communities (SW parcel).

These funding agreements are performance based; after the developers complete the work, the HRA will provide limited reimbursement. The HRA has no commitment to provide reimbursement to the developers until after they complete the projects, incur the private debt and deliver the agreed-upon public benefits. If any of the developers fail to complete and maintain the projects, the HRA has no obligation to provide reimbursement.

Public Improvements - The City Council terminated further study and financing consideration for a dedicated pedestrian route that crossed France Avenue to connect neighborhoods on both sides of France Avenue / County Road 17. A pedestrian underpass was explored in 2024-25 after this was identified as being preferred instead of an over-the-road bridge. This initial concept was anticipated to be partially located in this TIF District and primarily funded with incremental tax revenue collected from the new buildings located in this District. This type of expenditure is no longer anticipated.

Significant Fiscal Measures Pertaining to 72nd & France #3 District

Description	Amount	Explanation
Total anticipated private investment	$309,949,995	• Based on 2024 site plans that include four independent multi-story buildings arranged on 3 lots and 2024 cost estimates • This degree of private investment would not be possible without the use of TIF to provide reimbursement for extraordinary costs
Pre-TIF property taxes paid	$348,609	• Pay 2024 property taxes paid on 8-acre site
Property Taxes after completion	$3,640,000	• 10x increase • Estimate based on 2024 site plans completed in 2030 • Will only be achieved if private projects can secure private debt and equity to enable construction
Original Tax Capacity	$276,948	• Based on 2024 valuations of 8-acre site
Projected Tax Capacity	$3,967,145	• 14x increase • Estimate based on 2024 site plans approved in 2024 • Will only be achieved if private projects can secure private debt and equity to enable construction
Total Cumulative Spending Budget	$80,982,935 maximum	• Serves as the cumulative spending cap over the 25-year duration of the Financing District assuming original assumptions are accurate • This limits the total spending to a confirmed amount but does not obligate the HRA to collect or spend this maximum amount • Based on the site plans and schedule approved in 2024 • Actual amount may be less if the project scale is reduced or schedule is delayed
Cumulative Redevelopment Costs	$33,730,623 (42%)	• Included in $80 M total spending budget • Cumulative amount over 25-year duration of the Financing District assuming original assumptions are accurate • State law identifies the type of costs qualified for TIF expenditures including: land acquisition, site preparation, site improvements,affordable housing, utilities, limited private improvements and all public improvements • Typical expenses include: payment of TIF Notes, payment of public debt, payment for public infrastructure expenses

Description	Amount	Explanation
Cumulative City Administrative Costs	$7,712,660 (9%)	• Included in $80 M total spending budget • Cumulative amount over 25-year duration of the Financing District assuming original assumptions are accurate • Can be retained by the City for administrative expenses, such as City staff, financial advisors, legal advisors, strategic planning, and miscellaneous expenses to manage the District • These funds would not be available to the City without the use of TIF
Cumulative Financing Costs	$39,539,652 (49%)	• Included in $80 M total spending budget • Cumulative amount over 25-year duration of the Financing District assuming original assumptions are accurate • Dedicate to interest payments on TIF Notes or public debt issued to fund public improvements

Next Steps

If any of the lots are sold to a new developer, the related TIF Redevelopment Agreement will be renegotiated. While financial gaps are anticipated to remain regardless of the developer, the HRA retains rights to fully evaluate and scrutinize the proposed public benefits and the financial pro formas of new projects and new real estate developers. The HRA has full discretion regarding whether or not to use TIF to achieve affordable housing and redevelopment goals.

City staff will continue to apply Edina's thorough policy on the use of Tax Increment Financing on any new project proposed for this TIF District. Edina's TIF policy seeks to provide only the minimal amount of TIF support necessary to enable private financing while simultaneously delivering long lasting benefits to the general public. Edina's TIF policy includes multiple safeguards to ensure that TIF support does not result in excessive profits.

City staff will continue to update the HRA as each phase of this redevelopment project takes shape.

Resources/Financial Impacts:

No impact.

Relationship to City Policies/Plans/Budget Pillars:

Not applicable.

Values Impact:

Not applicable.

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