

JOINT POWERS AGREEMENT

THIS AGREEMENT is made this 3 day of October 2016, by and between **HENNEPIN COUNTY**, a public body corporate and politic under the laws of the State of Minnesota (“County”) and the **EDINA HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota (“Edina HRA”).

RECITALS

WHEREAS, the County is the fee owner of approximately 8 acres of property located at 7001 York Avenue, Edina, Minnesota 55435 (“Site”). Hennepin County’s Southdale Regional Library and District Court are located on the Site; and

WHEREAS, the County’s Service Center, formerly on the Site, was relocated to Southdale Shopping Center mall in May 2016 and the District Court is anticipated to move to Bloomington in 2019; and

WHEREAS, as the existing Library building requires extensive repairs and updates to be kept in good operating condition, the County is considering potential redevelopment of the property; and

WHEREAS, it is anticipated that the regional library will remain on the Site, but will be relocated to a new building. The remainder of the Site provides a mixed-use development opportunity; and

WHEREAS, the County desires to have the Edina HRA serve as the “redevelopment planning manager” so that the eventual project proposed for the Site meets the needs of the County and makes a positive impact to the surrounding community; and

WHEREAS, the Edina HRA is willing to assist the County with the redevelopment planning for the Site; and

WHEREAS, Minnesota Statute Section 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each.

NOW, THEREFORE, it is mutually stipulated and agreed to as follows:

1. PURPOSE. The purpose of this Agreement is to define the responsibilities and obligations of the Edina HRA and the County for preliminary site planning, environmental review and developer selection related to the Site.

2. TERM. This Agreement shall be effective on the date of the signatures of the parties to this Agreement and shall remain in effect until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

3. SERVICES.

A. The Edina HRA shall provide redevelopment planning management services to Hennepin County for the Site as set forth in Exhibit A, attached hereto (“Services”). The Edina HRA shall be responsible for providing the deliverables specified in Exhibit A at an estimated cost for the Edina HRA’s Services as provided in Exhibit C:

The Edina HRA shall serve as the site redevelopment planning manager and contract manager on behalf of the County. The Edina HRA shall enter into contracts with the consultants identified in Exhibit B for the work and at estimated costs identified in Exhibit B (“Consultant Contracts”).

B. Except as otherwise specifically set forth herein, the Services shall include the duties and functions set forth in this Agreement and in Exhibit A attached hereto, in compliance with all federal, state and local laws.

C. Without limiting the generality of the foregoing, the County shall be responsible for the following:

- Approve contract with consultant for preparation of the RFP
- Review and approve RFP
- Authorize Edina HRA staff to enter the Site, at reasonable times and with advance notice
- Authorize and execute any documents necessary to allow the identified consultants to perform the scope of their work and enter the Site under the terms of the Consultant Contracts
- Prepare or cause preparation of survey of Site
- County staff to participate with Edina HRA assigned staff in reviewing and recommending three developers
- If a satisfactory proposal is received, the County shall be solely responsible for selecting the developer and negotiating and entering into an appropriate contract with the selected developer for the redevelopment of the Site.

D. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the Edina HRA. The parties shall keep each other informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: J. Michael Noonan Manager – Land Management
Division
Telephone: (612) 348-8537
Email: j.michael.noonan@hennepin.us

Edina HRA Liaison: Bill Neuendorf, Economic Development Manager
Telephone: (952) 826-0407
Email: BNeuendorf@EdinaMN.gov

4. FEES. The County shall pay Edina HRA for the Services provided herein at a rate of \$125 per hour, together with costs incurred by the Edina HRA for the Consultant Contracts. The County will pay the Edina HRA for Services rendered prior to the effective date of this Agreement. Invoices will be submitted on a monthly basis by the Edina HRA to Hennepin County. Consultant and vendor costs will be included on the invoices with no additional mark up. The Edina HRA shall include a summary report outlining the completion of deliverables by the Edina HRA with the invoice. Payments to the Edina HRA shall be due within 35 days of receipt of an invoice by Hennepin County.

5. EMPLOYEES. Nothing herein is intended nor should be construed as creating or establishing the Edina HRA's employees or consultants as the agent, representative, or employee of Hennepin County for any purpose. The Edina HRA shall be solely responsible for compensating employees assigned by the Edina HRA to provide Services under the terms of this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of the City of Edina or Edina HRA. In addition, the Edina HRA shall be solely responsible for worker's compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, FLSA, and FMLA. The Edina HRA shall retain the authority to control employees providing Services under the terms of this Agreement, including the right to hire, fire and discipline the employee.

6. TERM. The term of this Agreement shall commence upon date of this Agreement and continue until the Services have been completed or the Agreement is otherwise terminated by either party as provided in this Agreement.

7. INSURANCE AND INDEMNIFICATION. The County agrees to defend, indemnify, and hold harmless the Edina HRA against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The Edina HRA agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which Edina HRA is responsible, including the Services provided by the Edina. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, Minn. Stat. § 471.59, subd. 1a, and other applicable laws govern liability of the County and the Edina HRA. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the terms of this Agreement, the County and Edina HRA agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name Edina HRA and Hennepin County as additional insureds.

8. NOTICES. All notices required by this Agreement shall be in written form and shall be deemed delivered upon its receipt by the Executive Director if to the Edina HRA or the Manager – Land Management Division if to the County. Notice may be made by personal delivery, mail or facsimile as follows:

As to the County:

Hennepin County
701 Fourth Avenue S

Suite 400
Minneapolis, MN 55412-1843
Attn: Manager, Land Management Division

As to the Edina HRA: Edina HRA
 4801 W. 50th St.
 Edina, MN 55424
 Attn: Executive Director

9. TERMINATION, SEPARABILITY.

A. This Agreement may be terminated by either party upon thirty (30) days' written notice or at any time, upon mutual agreement of the parties.

B. Upon termination, any and all records in the possession of Edina HRA will be returned to and become the property of the County.

C. Upon termination, the County shall pay the Edina HRA for all Services performed through the date of termination based on the percentage of the Phase completed and shall reimburse Edina HRA for all Consultant Contract costs incurred as of the date of termination.

10. MISCELLANEOUS.

A. This Agreement is governed by the laws of the State of Minnesota.

B. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

C. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the authorized representatives of the County and the Edina

HRA.

D. The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

E. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

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[signature pages to follow]

IN WITNESS WHEREOF, Hennepin County and the Edina HRA have caused this Agreement to be duly executed.

HENNEPIN COUNTY

Reviewed by County Attorney's Office


Assistant County Attorney
Date: 9-27-16

By: Jani A. Callin
Chair of its County Board
Date: 10-3-16

Attest: Ye Clark
Deputy Clerk of the County Board
Date: 10-3-16

By: Paul J. Joseph
County Administrator
Date: 9/29/16

By: Carl Michael
Assistant County Administrator, Public Works
Date: 9/28/16

By: Keith Doherty
Director, Community Works
Date: 9/23/16

**EDINA HOUSING AND REDEVELOPMENT
AUTHORITY**

By:

James Hovland
Its Chair

By:


Ann Swenson

Ann Swenson
Its Secretary

EXHIBIT A

SERVICES

**7001 York Avenue
Hennepin County / Southdale Regional Library Site**

Services of the Redevelopment Planning Manager

The Edina HRA has been requested to serve as “redevelopment planning manager” so that the eventual project proposed for the site meets the needs of the County and makes a positive impact to the surrounding community.

The services to be provided include the following:

- 1) Manage the redevelopment planning process, include contract management
- 2) Engage consultants & other professional services, as needed
- 3) Oversee preliminary planning process, including stakeholder engagement
- 4) Prepare and issue RFQ/RFP to solicit developer proposals
- 5) Other limited duties as determined by Hennepin County

Deliverables and timelines are shown in the table.

		Description	Deliverables	Estimated Timeframe
Step I	Engage consultants	Prepare scope of work for private consultants who can prepare background information for the RFQ/RFP	Executed proposals that identify scope of service	2 months
Step 2a	Background studies	HRA to oversee preparation of environmental, geotechnical, and preliminary market feasibility studies.	Phase I ESA, prelim. geotech. report, & prelim. market study	3 months

		Description	Deliverables	Estimated Timeframe
Step 2b	Community engagement	Implement community engagement process that identifies goals and constraints for the site using broad process that includes perspectives from several stakeholder groups. Conduct approximately 3-4 public forums and focus groups to discuss priorities and concerns of: Edina and Richfield residents, neighbors, businesses, governing agencies as well as real estate interests.	Summary of preferences and concerns	4-5 months
Step 2c	Preliminary site planning	Prepare conceptual site plan(s) based on County priorities and input from stakeholders	Site plan that identifies key features	1 month
Step 2d	Prepare RFQ/RFP	Prepare draft that identifies guidelines, preferences and minimum expectations for review by Planning Commission, City Council, and approval by Hennepin County	Draft RFQ/RFP	1 month
Step 3a	Issue RFQ/RFP	Distribute and promote RFQ/RFP to solicit interest from developers.	Print and online RFQ/RFP	5-6 months
Step 3b	Invite finalists	HRA and County staff to review RFQ responses and invite 3 developers to submit full Proposals.	Identify 3 finalists	1 month
Step 3c	Rank finalists	Review RFP responses and rank for final consideration by County Commissioners Note that the HRA does not have a role after this step.	Rank finalists	1 month

After Hennepin County selects a Developer, several steps are anticipated to achieve full redevelopment of the site. These tasks are NOT included in the scope of services provided by the Edina HRA.

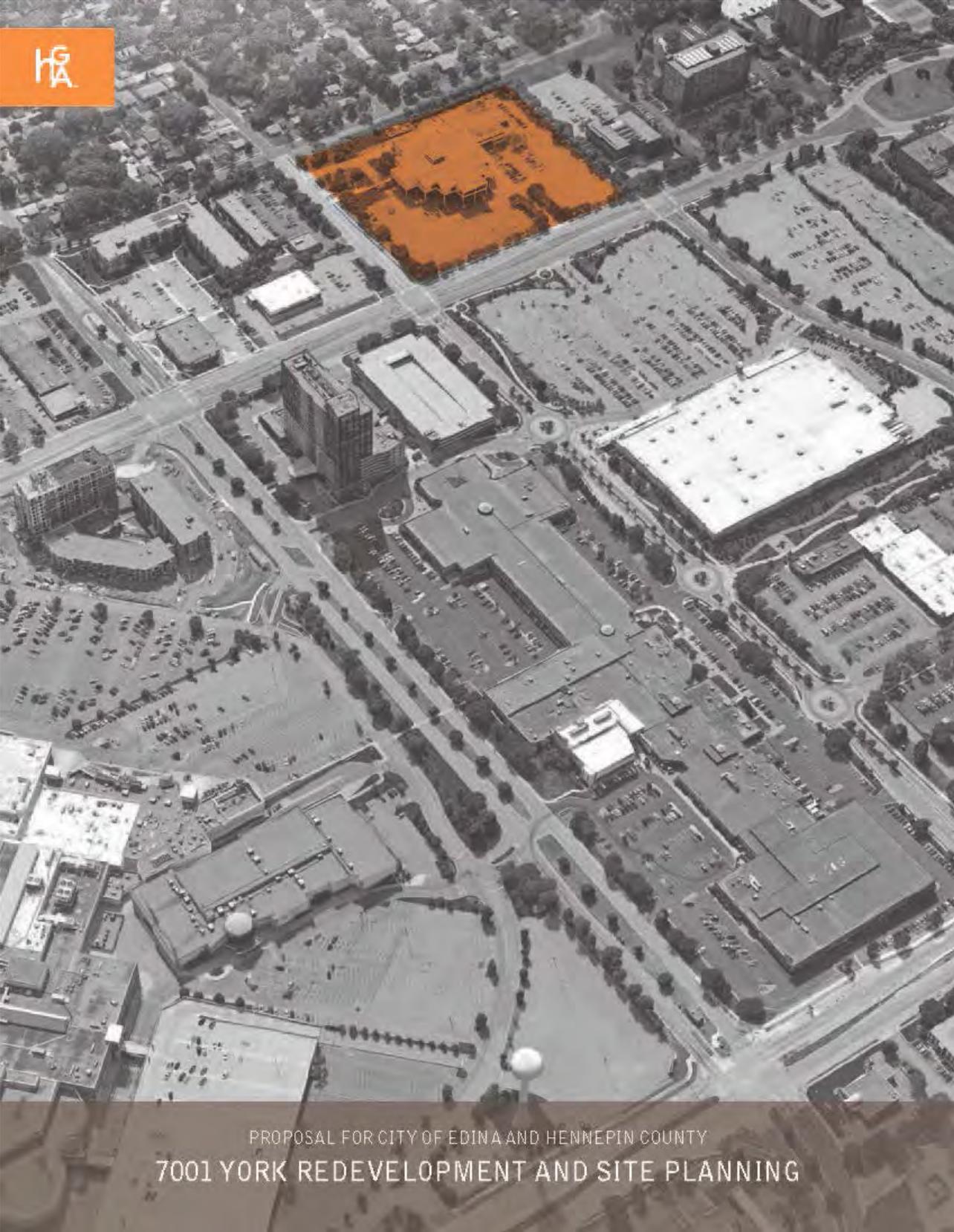
Preparation of transaction documents, final site planning, construction approvals and building construction is anticipated to take 24 to 36 months after selection of the developer.

Prepared August 29, 2016

**EXHIBIT B
CONSULTANT CONTRACTS**

Anticipated Consultant	Scope of Work*	Estimated Cost
Hammel, Green and Abrahamson, Inc. (HGA)	Community engagement and preliminary site planning	\$21,700
Maxfield Research	Preliminary best use / market study	\$7,000
Braun Intertec	Phase I environmental study and preliminary geotechnical study	\$6,630

* Proposals attached.



PROPOSAL FOR CITY OF EDINA AND HENNEPIN COUNTY
7001 YORK REDEVELOPMENT AND SITE PLANNING



August 24, 2016

Bill Neuendorf
Economic Development Manager
City of Edina
4801 West 50th Street
Edina, Minnesota 55424

Re: City of Edina and Hennepin County
7001 York Redevelopment and Site Planning

Dear Bill,

Success for Edina will be based on meaningful community engagement that will reflect the voices of the community. Success will be a concept design that is based in market potential with broadly held public support. Success will be a development report that will guide future engagement with developers in a way that best advances the needs and desires of the community.

Our approach is to engage people in a sincere and open dialogue so that everyone feels that their input is heard and respected. We will draw out the aspirations of residents and facilitate an organized process that will lead to consensus and informed decision making. Our design process and engagement with communities encourages collaboration, imagination and visioning on accelerated timelines.

Highlights of Our Team and Approach:

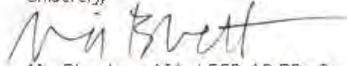
- ▶ Victor Pechaty's engaging style and experience with community planning and engagement
- ▶ Experience with library design in a mixed use environment
- ▶ Understanding of Edina civic culture through community involvement on the Grandview Site
- ▶ Balancing everyone's needs in the community

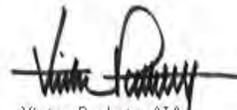
We have assembled a high-performance team of design professionals who offer experience in community engagement, mixed use, retail and library design. Our ability to create a publically-supported conceptual site design, combined with an artful approach and commitment to innovation, will help us bring beautiful and inspiring possibilities to reality.

You have an amazing opportunity on this block and the potential to integrate it into the increasingly pedestrian and public realm in the 'south of Southdale' neighborhood. We understand the programmatic and technical requirements for the 7001 York Avenue. With in-house conceptual cost estimating we can bring a dynamic, mixed-use life to the site and a model development for Edina.

HGA would be delighted to partner with the city to explore the possibilities and options for the 7001 York Avenue site. If you should have any questions regarding our firm, our work or if you need additional information, please do not hesitate to call. Thank you for your consideration.

Sincerely,


Mia Blanchett, AIA, LEED AP BD+C
Vice President


Victor Pechaty, AIA
Vice President

Hammel, Green and Abramson, Inc.
HGA Architects and Engineers, LLC
HGA Architects and Engineers, LLP
HGA Mid Atlantic, Inc.

420 North 5th Street, Suite 100 | Minneapolis, Minnesota 55401
Telephone 612.758.4000 | Facsimile 612.758.4199
www.hga.com





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► **HGA ARCHITECTS AND ENGINEERS**

Hammel, Green and Abrahamson, Inc. (HGA), is a nationally ranked, full-service architecture, engineering and planning firm with offices in Minneapolis and Rochester, Minnesota; San Francisco, San Jose, Sacramento and Los Angeles, California; Milwaukee, Wisconsin and Washington, D.C. In 1953, founding Principals Richard Hammel, Curt Green and Bruce Abrahamson, established HGA's precedents for innovation, collaboration, design excellence and responsiveness to clients which continue to inspire us today.

With more than 700 architects, engineers, interior designers, landscape architects and allied professionals, our employee-owned corporation is organized into interdisciplinary practice groups offering a portfolio of designs for government, corporate, healthcare, arts, community and education clients.

HGA's Public Corporate Practice Group specializes in the evaluation, planning and design of specialized public facilities including libraries, retail, residential and hospitality spaces. HGA seeks to tell the unique story of each client with which we work and applies its industry knowledge and expertise to understand our clients' strategic goals. To achieve this, we customize our approach to each individual community. Our design team allows us the ability to focus on this goal while drawing on our large firm resources such as in-house specialty engineering, interiors and landscape architecture departments.

HGA gives the personalized service that a small firm provides, coupled with highly specialized staff and resources that a large full-service firm offers. At HGA, all building design disciplines are located under one roof. The result is seamless coordination of design, planning and engineering services, and ultimately better solutions for our clients.

► LEADERSHIP TEAM AND PUBLIC ENGAGEMENT PROCESS

The team leadership for the Public Engagement and Site Planning consists of highly qualified individuals who have experience working with cities on similar projects. Victor Pechaty, Mia Blanchett, Amanda Henderson and Kenny Horns have a successful history working together and bring diverse experience and complementary skills to set the 7001 York Avenue project on the path for success.

Prior to Public Engagement meeting #1, Victor Pechaty will propose engagement and facilitation tools and techniques to City and County staff for consideration. Based upon which techniques are selected by staff for the Public Engagement meeting, Victor, Mia and Amanda will present the selected tools and techniques at the meetings, and will facilitate conversations and draw-out comments from the attendees. Victor will lead the main conversation and Mia and Amanda will facilitate small group discussions and document the overall input from the community. Minutes and documentation from the meetings can be routed or posted to the community website if desired.

Following the two Public Engagement meetings, and a check-in meeting with City and County staff, conceptual site layouts will be developed by Victor, Amanda and Mia in collaboration with civil engineer Kenny Horns. Priorities, key elements and especially community input will be highlighted in the site layouts. Victor and Mia will review the

In Follow-up Public Engagement meeting #3, Victor will guide the community through the layouts on in a powerpoint and/or presentation boards format with assistance from Mia and Amanda. Victor, Mia and Amanda will be available, with City staff, to answer and respond to any questions the community may have. Community input gathered at meeting #3 will be incorporated into the conceptual site layout, and an alternative option may be developed.

Victor Pechaty will present the preferred concepts to the City and County officials at the planned Edina Planning Commission, Edina City Council, City of Richfield and Hennepin County Commissioners.

► HGA MINNEAPOLIS STAFF

123 ARCHITECTURE **26** INTERIOR DESIGN **22** ELECTRICAL ENGINEERING **22** STRUCTURAL ENGINEERING
35 MECHANICAL ENGINEERING **05** CIVIL ENGINEERING **06** LANDSCAPE ARCHITECTURE **08** SPECIFICATIONS
03 COST ESTIMATING **10** COMPUTER/IT **67** ADMINISTRATIVE **327** TOTAL **86** LEED ACCREDITED PROFESSIONALS



**Victor
Pechaty**

**DESIGN PRINCIPAL
PUBLIC ENGAGEMENT FACILITATOR | AIA**

A senior project designer with 25 years of experience working through all phases of the design and construction process, Victor will be responsible for leading the design team and ensuring that your project vision is fully realized in planning and design. As a public engagement facilitator, Victor has extensive experience leading local municipalities and private sector clients in an inclusive and collaborative consensus building process. As project designer, Victor's award winning designs for libraries, residential and retail spaces as well as community and recreational facilities create meaningful public connections.

▶ SELECTED EXPERIENCE

- BROADWAY AT CENTER | MIXED-USE TOWER WITH HOUSING
Rochester, Minnesota
- CITY OF ST. LOUIS PARK | COMMUNITY AND RECREATION
CENTER PROGRAMMING AND MASTER PLANNING
- CITY OF EDINA | GRAND VIEW PUBLIC WORK SITE
- CITY OF MINNETONKA | GLEN LAKE COMMUNITY CENTER |
WILLISTON RECREATION CENTER*
- CITY OF SAINT PAUL | 'BETHE MATCH' DEVELOPMENT
SITES
- CITY OF WAYZATA | MILL STREET REDEVELOPMENT AND
PARKING STRUCTURE
- CITY OF OAKDALE | TANNERS LAKE REDEVELOPMENT
- CITY OF BLOOMINGTON | COMMUNITY CENTER NEEDS
ASSESSMENT
- RAMSEY COUNTY LIBRARY | SHOREVIEW LIBRARY AND
FEASIBILITY STUDY
Shoreview, Minnesota

*PRIOR TO JOINING HGA

▶ EDUCATION / AFFILIATIONS

- MASTER OF SCIENCE IN ADVANCED ARCHITECTURAL
DESIGN (MSAAD) Columbia University Graduate School of
Architecture, Planning, and Preservation, 1996
- REGISTERED PROFESSIONAL Minnesota



**Amanda
Henderson**

PUBLIC ENGAGEMENT SUPPORT

Amanda's experience planning and organizing complex projects will be utilized in the public engagement process as she assists the project team in gathering information, identifying needs, and outlining key implementation measures for the City of Edina. Amanda will assist in facilitating community workshops and other methods of engagement (i.e. survey, interviews) that can reach out to the broader community, and strengthen community support for the project. With a focus on design and technical details and a strong technical aptitude, Amanda will help to ensure a successful project that responds to the City of Edina's needs, project schedule and budget.

▶ SELECTED EXPERIENCE

- CITY OF COLUMBIA HEIGHTS | REPLACEMENT LIBRARY
Columbia Heights, Minnesota
- CITY OF COLUMBIA HEIGHTS | CITY HALL SITE
Columbia Heights, Minnesota
- HENNEPIN COUNTY LIBRARY | BROOKLYN PARK LIBRARY
Brooklyn Park, Minnesota
- CITY OF GOLDEN VALLEY | COMMUNITY CENTER
ASSESSMENT AND CONCEPT DESIGN
Golden Valley, Minnesota
- HENNEPIN COUNTY | ENERGY CENTER FACADE
Minneapolis, Minnesota
- RAMSEY COUNTY LIBRARY | SHOREVIEW LIBRARY AND
FEASIBILITY STUDY
Shoreview, Minnesota
- ANIMAL HUMANE SOCIETY | FACILITIES MASTER PLAN
Golden Valley, Minnesota
- GSA | DETROIT RIVER INTERNATIONAL TRADE CROSSING
NEW LPOE | Detroit, Michigan
- GSA | DERBY LINE LPOE PORT REFRESH | Derby Line, Vermont

▶ EDUCATION / AFFILIATIONS

- BACHELOR OF FINE ART
North Dakota State University, 2005



Mia Blanchett

PROJECT MANAGER | AIA, NCARB, LEED AP BD+C

Mia immerses herself in an interactive team process that will address the City of Edina's goals in the spirit of open communication. A skillful manager, Mia will work closely with City stakeholders, Hennepin County, neighborhood and community participants, and the development community as she applies her knowledge of planning, local municipalities and design to develop consensus. In order to set the stage for a future successful project, the results of the study will propose plans and ideas based on learnings from the community.

With over 20 years of experience, Mia believes in the value of providing to clients timely, clear and accurate information for the best early decisions, setting the course early on in the project to provide a smooth process and maximize success of the future project.

▶ SELECTED EXPERIENCE

RAMSEY COUNTY LIBRARY | SHOREVIEW LIBRARY AND FEASIBILITY STUDY
Shoreview, Minnesota

CITY OF WAYZATA | MILL STREET REDEVELOPMENT AND PARKING STRUCTURE

HENNEPIN COUNTY LIBRARY | BROOKLYN PARK LIBRARY
Brooklyn Park, Minnesota

RAMSEY COUNTY LIBRARY | NEW BRIGHTON LIBRARY
New Brighton, Minnesota

RAMSEY COUNTY | HUMAN SERVICES SERVICE CENTER FEASIBILITY AND RENOVATION
Saint Paul, Minnesota

SURLY BREWING COMPANY | DESTINATION BREWERY
Minneapolis, Minnesota

▶ EDUCATION / AFFILIATIONS

BACHELOR OF ARCHITECTURE
University of Minnesota

REGISTERED ARCHITECT
MN, ND, WI

LEED ACCREDITED PROFESSIONAL
Building Design and Construction

AMERICAN INSTITUTE OF ARCHITECTS
Member



Kenny Horns

CIVIL ENGINEER | PE, LEED AP BD+C

Kenny has over 30 years of diverse experience as a project manager, project, design and field engineer as well as engineering liaison on a variety of site development and infrastructure projects. He prepares site plans with careful attention to regulatory requirements and processes that can impact project schedules and budgets. His project experience includes site infrastructure evaluations, planning and zoning compliance, storm water management, street and highway design and utility systems; as well as feasibility reports, environmental assessment worksheets and permit applications.

▶ SELECTED EXPERIENCE

WHITETAIL WOODS REGIONAL PARK
Dakota County, Minnesota

MINNESOTA ZOO
Bison Holding Facility
Apple Valley, Minnesota

MINNESOTA TWINS BALLPARK
Minneapolis, Minnesota

MARSHALL AREA YMCA
Marshall, Minnesota

WALKER ART CENTER EXPANSION
Minneapolis, Minnesota

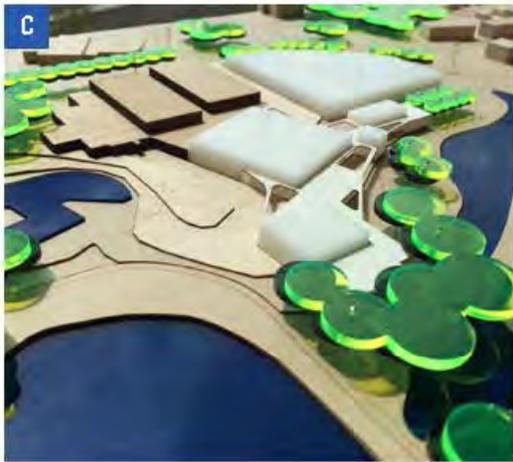
HENNEPIN THEATER DISTRICT STREETScape
Minneapolis, Minnesota

▶ EDUCATION / AFFILIATIONS

BACHELOR OF SCIENCE, CIVIL ENGINEERING
University of Minnesota

PROFESSIONAL ENGINEER
Minnesota and 40 other states

LEED ACCREDITED PROFESSIONAL
Building Design and Construction



A MILWAUKEE PUBLIC LIBRARY | East Branch Library, Mixed-use, Housing, Retail Development **B** HENNEPIN COUNTY LIBRARY | Brooklyn Park Library **C** CITY OF ST. LOUIS PARK | Community and Recreation Center Programming and Master Planning **D** CITY OF WAYZATA | Mill Street Redevelopment and Parking Structure **E** RAMSEY COUNTY LIBRARY | Shoreview Library Feasibility Study and New Library **F** CITY OF GOLDEN VALLEY | Community Center Assessment and Concept Design

Similar Projects

PUBLIC ENGAGEMENT AND SITE PLANNING

City of St. Louis Park | Community and Recreation Center Programming and Master Planning

City of Edina | Grandview Public Work Site

City of Minnetonka

▶ Glen Lake Community Center

▶ Williston Recreation Center*

City of Saint Paul | "Be the Match" Development Sites

City of Wayzata | Mill Street Redevelopment and Parking Structure

City of Oakdale | Tanners Lake Redevelopment

City of Bloomington | Community Center Needs Assessment

City of Columbia Heights | Community Activity Center and Feasibility Study

City of Eden Prairie | Eden Prairie Community Center - Aquatics Programs Feasibility Study and Aquatics Addition

City of Golden Valley | Community Center Assessment and Concept Design

City of Shakopee | Community Center Addition and Renovation Concept Design

V3/George Group North | 10-Story Housing and Sports Performance Facility, Mixed-Use Development

Ramsey County Library | Shoreview Library Feasibility Study and New Library

Hercules Public Library | Hercules, California

San Jose Public Library | Multiple Locations Feasibility Studies | San Jose, California

Fitchburg Public Library | Fitchburg, Wisconsin

Tulsa City - County Library | Facilities Master Plan
Tulsa, Oklahoma

LIBRARY AND LIBRARY MIXED-USE

Hennepin County Library | Brooklyn Park Library

City of Columbia Heights | Columbia Heights Library

Ramsey County Library | Shoreview Library

Ramsey County Library | Maplewood Library

Ramsey County Library | New Brighton Library

Brambleton Mixed-use development and Library | Loudoun County, Virginia |

Milwaukee Public Library | East Branch Library, Mixed-use, Housing, Retail Development

Milwaukee Public Library | Mitchell Street Branch, Mixed-use Development

Village of Egg Harbor | Cowles Community Center and Library | Egg Harbor, Wisconsin

MIXED-USE DEVELOPMENT

Broadway at Center | 24-Story Mixed-use Tower with Housing, Hotel, Retail and Conferencing | Rochester, Minnesota

Marine Terminal Building | 5-Story Mixed-Use Office, Retail and Housing | Milwaukee, Wisconsin

South Water Works | 4-Story Mixed-Use Housing, Office, Retail | Milwaukee, Wisconsin

Aperture Apartments at the North End | 4-Story Mixed-Use Housing and Retail | Milwaukee, Wisconsin

Domus | 6-Story Mixed-Use Office, Retail and Housing | Milwaukee, Wisconsin

Eleven25 at Pabst | 3-Story Mixed-Use Housing, Retail, Classrooms, Fitness, Hotel | Milwaukee, Wisconsin

88Nine Radio Milwaukee | Offices and Retail | Milwaukee, Wisconsin

*Work performed by Victor Pechaty prior to joining HGA

Project Approach

PROJECT UNDERSTANDING

The City of Edina and Hennepin County are partnered on an initial planning effort at 7001 York Avenue, the current site of Southdale Library. Redevelopment of this site presents a signature opportunity for a mixed-use development that includes a new and updated Hennepin County Library paired with mixed-use programs that bring the highest and best use to this prominent location.

The goals of the current planning effort include the following:

1. Facilitate an interactive public engagement process that invites input, ideas, and vision for site redevelopment from a variety of stakeholders.
2. Develop options for mixed-use programming on the site and create site plans and 3/D diagrams illustrating potential site layouts
3. Refine preferred option based on continued public and staff input and provide quantitative program (site area, potential areas for each program use, parking metrics, relevant planning, zoning, and engineering considerations, etc.)
4. Provide final report of findings for inclusion in Development RFP to be issued in Spring, 2017

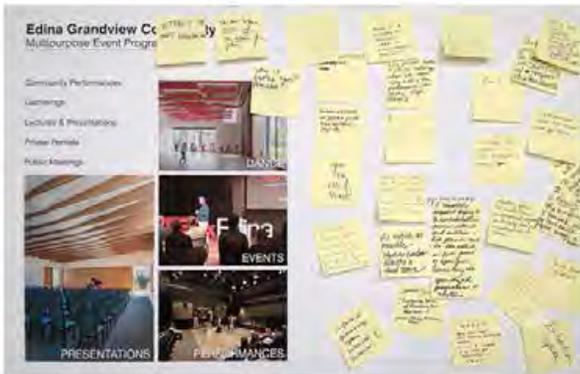


PROJECT APPROACH

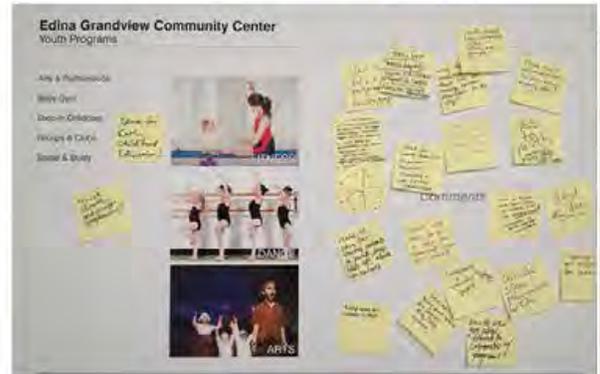
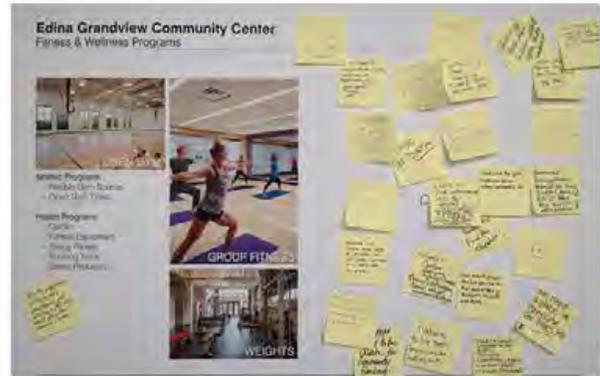
Visioning

Facilitate an interactive public engagement process that invites input, ideas, and vision for site redevelopment from a variety of stakeholders. Stakeholders include, but are not limited to: City staff, community members, and Council representatives from the City of Edina. Staff and leaders from Hennepin County departments and Hennepin County Libraries, City staff, leaders, and community members from the City of Richfield, and representatives from the real estate development community.

HGA has extensive experience in providing similar public engagement processes for several Twin Cities metro municipalities and counties. Similar efforts have focused on a variety of program types including: public libraries, community/recreation centers, urban design, parking infrastructure, lakefront redevelopment, and mixed-use facilities. We are able to deploy a variety of tools in a public forum to invite participation and full engagement of stakeholders. Specific tools and techniques to be shared and vetted in the City and County on preparation for public engagement events will be reviewed and selected in consultation with the City and County.



Images (this page): Edina Grandview Public Participation Boards

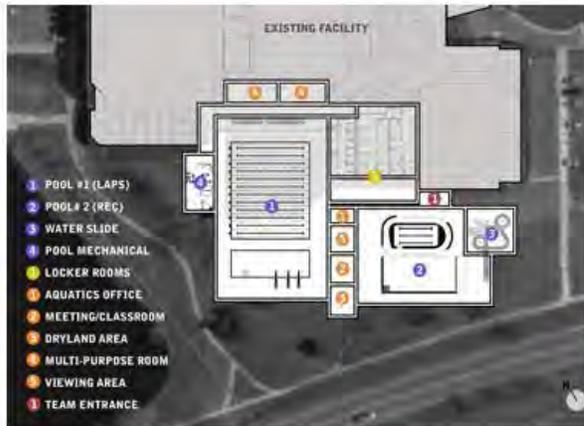


Program Options

Using information gathered from public engagement forums and City/County staff and leaders, HGA will prepare site and space programs for at least three mixed-use options for the site. Programs will be expressed in quantitative metrics of net and gross square footage, number of stories, associated parking requirements, etc. The program options will evolve concurrently with site test fit studies.

HGA also brings prior experience with Hennepin County Libraries and is prepared to work the HCL team to create a general program scope (or adaption of existing program models) to serve as the planning basis for the integration of a new HCL on the site.

Potential mixed-use programming, with input from the real estate development community and City/County staff, will be evaluated through the lens of business performance and success. A successful outcome on the 7001 site must consider a best-value blend of uses that draws library patrons and users to each program represented in the development at operational costs that support an overall business pro-forma.



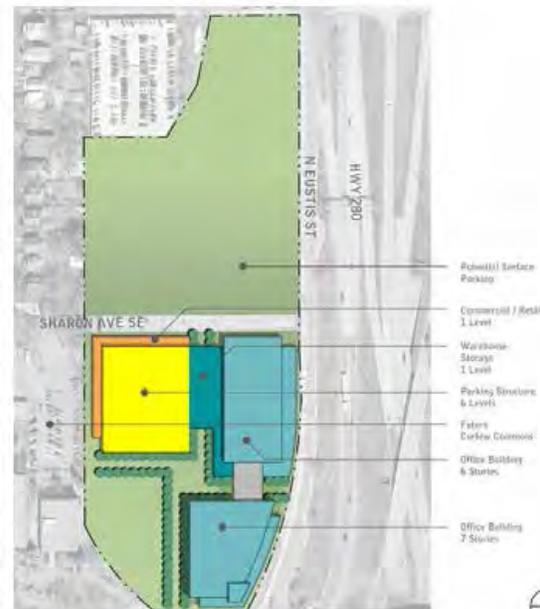
Site Planning Options

The 7001 York site calls for a unique approach and consideration given the proposed mixed-use nature of the project. Transcending typical two-dimensional site planning, each program and site option will require three dimensional considerations to find the “highest and best use” interconnection of mixed-use programs.

Beyond evaluating spatial opportunities and limitations of the site, each design alternative will also consider programmatic synergies between programs/uses, operational efficiencies, opportunities for sustainable technologies, and business/pro-forma advantages of one option over another. This approach acknowledges and supports the notion that successful development on this site depends on a combination of factors. Finding and maximizing program synergies between the new library and adjacent mixed-use programs will be an area of focus.

Images (this page) Left: Eden Prairie Community Center Aquatics Programs Feasibility Study and Aquatics Addition Options; Right: City of St. Louis Park Community and Recreation Center Programming and Master Planning

(Opposite Page) Left: Edina Grandview Site Options; Right: St. Paul Be the Match Site Fit Plans



PROJECT APPROACH



Consensus and Conclusions

While each public engagement process is customized to the unique needs of each client, HGA suggests a three-tier model of engagement to insure broad input and listening to all stakeholders while building toward consensus and resolution. The three tiers are as follows:

1. **Input:** This tier solicits a broad range of input from all stakeholders. This layer of input invites broad participation and intent listening/documentation on the consultant's part. The input is collected through community forums and small group meetings with groups of users representing particular departments or interests.
2. **Review/Edit/Recommend:** HGA tracks all input and seeks to identify areas of commonality and consensus. A summary of input received and trends observed are reported to a "Steering Committee" of staff leaders from the City and County. In this tier, the Steering Committee helps to edit all input into defined program areas and provides direction to the consultant team on program options and overall project scope. The Steering Committee receives and reviews the draft mixed-use programs and site planning/massing studies in preparation for community and stakeholder review.



3. **Approve/Adopt:** As the consultant team and Steering Committee refines site planning/massing options based on a second layer of input from stakeholders, a preferred option emerges that is recommended to a decision making body (Edina City Council and Hennepin County Commissioners) for approval and inclusion into a future development RFP.

This process is intended to align with and reinforce the Scope of Services document provided for this project. HGA remains flexible to adjust and customize the details of the Public Engagement and Site Planning process

Final Report

The Public Engagement and Site Planning process is formatted into a final report insuring that all research, input, design options, and final deliverables are gathered into a single, easily accessible location.

Proposed Fees



We understand the fundamental and pre-planning nature of the community engagement phase for future development on the 7001 York site. The engagement with the Public from Edina, Richfield and surrounding areas within Hennepin County will be broad, open, honest, and accessible. We present a very approachable team, and understand the importance of drawing out broad participation and encouraging courageous conversation. We provide active listening and present the results from listening back to the community so that participants recognize that they have been heard, and consider themselves part of the development. Our goals are to achieve as much

participation as possible from a wide variety of stakeholders with a focus on age, racial, economic and geographic diversity; and that the community acknowledges that their thoughts and ideas have been heard, and know that the future development on the site is rooted in community input – which is a crucial foundation for the success of the future development.

The site planning will be fundamental, showing general site planning principals and massing, rather than detailed design, to set the direction for the development proposals.

SERVICES	TEAM MEMBERS	FEE
Preparation for and facilitation of Public Engagement meetings #1 and #2 (anticipated scope of services items 1 – 3) DELIVERABLES <ul style="list-style-type: none"> • Work with staff to discuss and select from variety of public engagement tools and techniques • Draw out, gather and document input from a wide diversity of stakeholders 	Victor Pechaty Amanda Henderson Mia Blanchett	\$5,600
Develop and present conceptual site layouts (anticipated scope of services items 4 - 6) DELIVERABLES <ul style="list-style-type: none"> • Meet with city and county team to review input received, benchmarking, identify priorities, consensus around key elements • Create conceptual site layouts combined with trends and planning principles, review with staff in preparation for meeting #3 • Site layouts will identify general massing, show community input and consensus, highlight opportunities and show highest and best use of the site 		\$8,200
Public Engagement meeting #3 (anticipated scope of services item 7 - 8) DELIVERABLES <ul style="list-style-type: none"> • Incorporate comments from public meeting #3, create alternate plan • Meet with staff to review plan and alternate • Prepare presentation documents 		\$5,400
Present concept to City and County officials and provide electronic renderings and documentation (anticipated scope of services item 9-10) DELIVERABLES <ul style="list-style-type: none"> • Public meetings: Edina Planning Commission, Edina City Council, City of Richfield, Hennepin County Commissioners • Provide all electronic documentation for inclusion into developer RFQ/RFP 		\$1,600
TOTAL PROFESSIONAL SERVICES (LUMP SUM)		\$20,800
REIMBURSABLE EXPENSE ALLOWANCE (NTE)		\$900

HOURLY RATES	
Victor Pechaty, Public Engagement Facilitator / Project Designer	\$185.00
Amanda Henderson, Public Engagement Support	\$100.00
Mia Blanchett, Project Manager	\$180.00
Kenny Horns, Civil Engineer	\$175.00
Support Architect	\$88.00





MINNEAPOLIS MILWAUKEE ROCHESTER SACRAMENTO SAN FRANCISCO SAN JOSE LOS ANGELES WASHINGTON, DC



June 21, 2016

Bill Neuendorf
Economic Development Manager
Edina Housing and Redevelopment Authority
4801 W 50th Street
Edina, MN 55424

Dear Mr. Neuendorf:

Thank you for contacting Maxfield Research and Consulting, LLC regarding your research and consulting needs for a highest and best use market analysis. As we understand, you are considering the market potential to develop various uses on land located on the Southdale Library Site at 7001 York Avenue in Edina, Minnesota. Real estate types being considered include multifamily (for-sale, market rate and affordable rental housing, and senior housing), commercial (office and retail), and lodging.

The attached proposal provides a proposed scope of services and associated costs to complete either an Initial Market Potential Assessment or a Full Market Potential Analysis for development of the subject property. The Initial Assessment would provide a preliminary evaluation of the types of land uses best suited for the Site based on market trends and property characteristics. The Full Market Potential Analysis would provide comprehensive market information and detailed recommendations regarding the type(s) of development best suited for the Site.

Please review the enclosed proposal. If you have questions, please contact me at (612) 904-7971 or email at mmullins@maxfieldresearch.com. If the proposal meets with your approval, please date and sign one copy and return it to our offices along with the initial payment, and we will begin work immediately.

Sincerely,

MAXFIELD RESEARCH AND CONSULTING, LLC

A handwritten signature in black ink that reads "Matt Mullins". The signature is written in a cursive, flowing style.

Matt Mullins
Vice President

Enclosure

(main) 612-338-0012 (fax) 612-904-7979
7575 Golden Valley Road, Suite 385, Golden Valley, MN 55427
www.maxfieldresearch.com



Maxfield
Research & Consulting

June 21, 2016

Bill Neuendorf
Economic Development Manager
Edina Housing and Redevelopment Authority
4801 W 50th Street
Edina, MN 55424

CONTRACT FOR PROFESSIONAL SERVICES

Maxfield Research and Consulting, LLC proposes to provide market research and consulting services to the Edina Housing and Redevelopment Authority (the "Client") to assess the potential to develop various uses on land located on the Southdale Library Site at 7001 York Avenue in Edina, Minnesota. We understand the subject property is approximately eight acres and Hennepin County will retain a portion of the Site.

This proposal presents a Scope of Services for an Initial Market Potential Assessment and a Full Market Potential Analysis. The Initial Assessment would provide a preliminary evaluation of the types of land uses best suited for the Site based on market trends and property characteristics. The Full Market Potential Analysis would provide comprehensive market information and detailed recommendations regarding the type(s) of development best suited for the Site. Residential land uses to be evaluated include for-sale multifamily (townhome/condominium), market rate rental housing, affordable rental housing, and senior housing. Commercial real estate product types to be considered include retail, office, and lodging.

SCOPE OF SERVICES – INITIAL MARKET POTENTIAL ASSESSMENT

A. Site Analysis/Property Overview

1. Field visit to the Site in Edina to assess aesthetics, access and visibility.
2. Review historic and projected traffic volumes adjacent to the Site.
3. Identify adjacent and surrounding land uses and discuss proximity to retail, services, schools, housing, lodging, recreational amenities, and employment.
4. Prepare a drive time analysis.
5. Provide mapping and illustrations of the Site and surrounding area; such items may include aerial photography, zoning and planned land uses, parcel boundaries, etc.
6. Discuss the appropriateness of the Site for potential uses – including multifamily housing, commercial (retail and office), and lodging.

(main) 612-338-0012 (fax) 612-904-7979
7575 Golden Valley Road, Suite 385, Golden Valley, MN 55427
www.maxfieldresearch.com

B. Demographic/Economic Analysis

1. Define an appropriate draw area (i.e. "Market Area or Trade Area") for the Site that will incorporate various residential and commercial real estate uses.
2. Analyze data on population, household, and employment growth trends and characteristics in the Market Area.
3. Based on consumer expenditure and retail sales data, prepare a retail supply and demand gap analysis for the Market Area.
4. Compile historical information on building permit trends (residential and commercial) in the Market Area.

C. Market Analysis

1. Survey newer competitive for-sale and rental housing developments in the Market Area. Collect information on average price/rents, vacancy rates, and target markets.
2. Analyze home resale values in Edina and the Market Area. Present information on sales volume, median and average pricing, days on market, etc.
3. Inventory existing and pending market rate active adult, congregate, assisted living, and memory care senior projects in the Market Area; provide data on year built, number of units, and service level.
4. Examine overall commercial real estate trends (retail, office, medical office, lodging) through secondary data.
5. Identify newer, commercial real estate developments in the Market Area; including information on amount of space, vacancy rates, and lease rates.
6. Present information on commercial and multifamily residential projects that are planned, pending, and under construction in the Market Area.
7. Summarize market findings by land use type.

D. Conclusions and Recommendations

1. Based on the quality of the subject property, demographic/economic trends, and real estate market conditions assess the potential to develop various real estate types on the Site, including; multifamily housing (rental and owned), commercial (retail and office), and lodging.
2. Provide preliminary recommendations for each development product type based on a ranking of real estate types in order of appropriateness for the property based on market conditions and an assessment of development timing.
3. Recommend general concepts and a mix of uses to be developed on the Site and suggest phasing of the property.

E. Meetings and Client Contact

1. One initial orientation meeting or conference call to discuss study objectives.
2. One meeting (via conference call) to review draft findings of the report.
3. Report preparation.

Cost for Staff Time (Initial Market Potential Assessment): **\$7,000.00**

MAXFIELD RESEARCH AND CONSULTING, LLC

SCOPE OF SERVICES – FULL MARKET POTENTIAL ANALYSIS

A. Site Analysis/Property Overview

1. Field visit to the Site in Edina to assess aesthetics, access and visibility.
2. Review historic and projected traffic volumes adjacent to the Site.
3. Identify adjacent and surrounding land uses and discuss proximity to retail, services, schools, housing, lodging, recreational amenities, and employment.
4. Prepare a drive time analysis.
5. Provide mapping and illustrations of the Site and surrounding area; such items may include aerial photography, zoning and planned land uses, parcel boundaries, etc.
6. Discuss the appropriateness of the Site for potential uses – including multifamily housing, commercial (retail and office), and lodging.

B. Demographic and Economic Analysis

1. Define an appropriate draw area(s) (i.e. "Market Area" or "Trade Area") for the property that will incorporate various residential and commercial real estate uses.
2. Analyze data on growth trends and characteristics in the Market Area, including:
 - a. Population and household growth trends to 2030;
 - b. Age distribution of the population;
 - c. Household income by age of householder in 2016 with projections to 2021;
 - d. Household Tenure by Age of Householder in 2010 and 2014;
 - e. Household Tenure by Income in 2014;
 - f. Household Type in 2010 and 2014;
 - g. Employment growth trends and projections to 2030;
 - h. Local area unemployment trends;
 - i. Employment and wages by industry; and,
 - j. Commuting patterns of residents and workers.
3. Summarize links between the demographic profile and the impact of the Market Area demographics on the ability to support specific types of land uses on the Site.

C. General Occupancy Residential Market Analysis

1. Analyze residential building permits issued from 2000 through 2015 in the Market Area, including single-family, townhome/condominium, and multifamily units.
2. Collect information on the average resale value trends for single-family and condominium/townhomes in the Market Area.
3. Inventory actively marketing condominium/townhome developments in the Market Area; collect information on year open, number of units, home price range and absorption.
4. Inventory pending for-sale multifamily housing developments in the Market Area, including information on type of housing, number of units and timing. Assess the potential impact of these pending developments on the subject Site.
5. Collect and analyze overall rents and vacancies for general occupancy rental housing in the Market Area.

6. Survey newer market rate and affordable general occupancy apartments in and near the Market Area; present information on location, number of units, unit mix and sizes, rents and occupancy rates.
7. Inventory any pending general occupancy rental housing developments in the Market Area; assess their impact on the market.
8. Quantify the potential demand for general occupancy multifamily housing (including market rate and affordable general occupancy rental, and for-sale townhome/condominiums) on the subject Site.
9. Identify unmet market niches and the ability to attract different market segments to housing at the subject Site.

D. Senior Housing Market Analysis

1. Summarize demographic trends as they relate to demand for senior housing in the Market Area.
2. Define the different types of senior housing.
3. Survey existing market rate senior housing developments in the draw area. Projects will include rental and for-sale active adult, congregate (independent living with services available), assisted living, and memory care senior housing developments.
4. Analyze data collected from the survey on year opened, number of units, vacancies, pricing, unit types and features, common-area amenities, services provided (if applicable), and resident profile.
5. Inventory pending senior developments in Edina and the draw area and assess their potential impact on the market.
6. Interview senior housing professionals in the area to assess market trends and the potential need for additional senior housing in Edina.
7. Calculate demand for market rate active adult, congregate, assisted living, and memory care senior housing in the Market Area. Estimate the proportion of this demand that could be captured on the subject property.

E. Retail Market Analysis

1. Review and refine if necessary the primary trade area for retail on the Site.
2. Summarize published retail market trends in the Trade Area and the Metro Area.
3. Identify total consumer expenditures per household in the Trade Area.
4. Provide data on overall retail sales in the Trade Area.
5. Based on consumer expenditure and retail sales data, prepare a retail supply and demand gap analysis for the Trade Area.
6. Inventory competitive retail space in the vicinity, including information on year built/renovated, square footage, retail mix, vacancies, lease rates and other expenses (tax and operating).
7. Interview retail brokers familiar with the area regarding overall demand for new retail in the Trade Area, the appeal of the Site for new retail, and potential tenant types and lease rates achievable.

8. Inventory any planned retail developments near the Site. Assess the potential impact of these developments on the Site.
9. Quantify the total square feet of retail space that can be supported on the Site, including the type of space that is appropriate.
10. Identify a mix of uses, potential users, unmet market niches, and general development concepts that would be appropriate for the subject property.
11. Recommend appropriate lease rates/pricing and size of spaces.

F. Office Market Analysis

1. Define and refine if necessary the Market Area for office space on the Site.
2. Summarize available published office market trends in the Market Area and the Metro Area.
3. Examine employment and business growth trends in the Market Area.
 - a. Examine overall employment growth trends and projections for the Market Area through 2030.
 - b. Analyze business growth trends in the Market Area, focusing on growth among businesses that traditionally utilize office space.
4. Inventory office buildings actively marketing in the Market Area. Examine information on year built, size, class of the building, tenant profile, vacancy rate, lease rates and other expenses (tax and operating).
5. Inventory any planned office developments near the Site. Assess the potential impact of these projects on the subject property.
6. Interview office brokers familiar with the area regarding overall demand for new office space in the Market Area, the appeal of the Site for new office space, and potential tenant types and lease rates achievable.
7. Quantify the total square feet of office space that can be supported on the Site, including the type of space that is appropriate.
8. Recommend appropriate general development concepts for the Site, such as traditional multi-tenant office space, medical offices, single-tenant user, etc.
9. Suggest appropriate lease rates/pricing and size of spaces.

G. Hotel Market Analysis

1. Review and present any secondary data regarding lodging market conditions in the Twin Cities Metro Area.
2. Examine historical (5-year) hotel market trends (occupancy, room rates, room supply, room revenue) for hotel properties (limited-service and full-service) in the Market Area and vicinity.
3. Inventory newer competitive hotel properties in the Market Area and vicinity. Provide information on year built, number of rooms, room types, rates, and property features and amenities (including food and beverage outlets and meeting/banquet space).

4. Conduct interviews with hospitality operators and business/tourism organizations regarding the need for additional hotel rooms in the area and, in particular, on the subject Site.
5. Identify any planned or proposed hotel facilities in the Market Area and assess their impact on demand.
6. Calculate average daily room demand for hotel rooms in the Market Area.
7. Project the portion of room demand that could be supported by a hotel on the subject property.
8. Recommend an appropriate hotel concept to be considered for the Site, including number of rooms, room types, rates, and features/amenities.
9. Project average daily occupancy rate and estimate the period of time it will take to reach stabilized occupancy.

H. Conclusions and Recommendations

1. Examine the findings from the multifamily residential and commercial real estate market analyses.
2. Identify commercial and residential real estate products that have potential to succeed on the subject property in the short-term and the long-term (to 2030). Include total square feet for recommended commercial uses, number of rooms for a hotel concept, and total number of units for recommended housing products.
3. Identify housing concepts that would be appropriate for the Site, including pricing, rental rates, number of units, project style, etc.
4. Identify a mix of potential retail uses and unmet market niches that would be appropriate for the property.
5. Recommend appropriate general office development concepts for the Site, such as executive suites, traditional rental space, medical offices, etc.
6. For suggested retail and office development concepts, include information on appropriate lease rates, types of tenants, and size of spaces.
7. Recommend an overall development concept for the Site based on potential synergies between the various types of uses appropriate for the area.
8. Estimate absorption for various segments of the property based on the calculated market demand and estimated growth trends; the absorption projection will indicate the mix of uses to be developed and long-term phasing of the property.

I. Meetings and Client Contact

1. One initial orientation meeting with Client to discuss study objectives.
2. One conference call to discuss draft report findings.
3. Report preparation.

Cost for Staff Time (Full Market Potential Analysis):

\$20,000.00

MAXFIELD RESEARCH AND CONSULTING, LLC

COST OF SERVICES

The work outlined under the Scope of Services for the **Initial Market Potential Assessment** will be performed for Seven Thousand Dollars (\$7,000.00), including all out-of-pocket expenses such as outside data purchases and an electronic version of the report. An initial payment in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) will be required along with an executed copy of this agreement prior to commencement of work by Maxfield Research and Consulting, and the balance of the contract amount will be due upon completion.

The above work program for the **Full Market Potential Analysis** will be completed for Twenty Thousand Dollars (\$20,000.00), including all out-of-pocket expenses such as outside data purchases and an electronic version of the report. An initial payment in the amount of Ten Thousand Dollars (\$10,000.00) will be required along with an executed copy of this agreement prior to commencement of work by Maxfield Research and Consulting, and the balance of the contract amount will be due upon completion.

If the Initial Market Potential Assessment is completed first, the cost to complete the Full Market Potential Analysis would be discounted by Five Thousand Dollars (\$5,000.00) if contracted for within a period of 180 days of the completion of the Initial Market Potential Assessment. Therefore, the cost to upgrade to the Full Market Potential Analysis would be Fifteen Thousand Dollars (\$15,000.00) with an initial payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00).

Any additional research or meeting time requested by the Client beyond that set forth in the accompanying Scope of Services will be billed at our normal hourly rates for staff time (\$55 to \$150).

WORK PRODUCT

The Initial Market Potential Assessment will be completed in memorandum format. The Full Market Potential Analysis will be presented in bound report format.

COMPLETION TIME

The Initial Market Potential Assessment will be completed within Fifty (50) to Sixty (60) days of receipt of an executed contract and initial payment in the offices of Maxfield Research and Consulting, LLC, unless delayed by unexpected emergencies, forces beyond the control of one or both parties or by written agreement of the parties. The completion time for the Full Market Feasibility Study would depend on Maxfield's workload at the time authorization is given to proceed. Currently, completion time is Ninety (90) days.

PAYMENT

All invoices are payable to Maxfield Research and Consulting, LLC within fifteen (15) days of receipt of an invoice showing the work completed and the direct costs for expenses. A finance charge of one and one-half percent (1.5%) per month will be added to the unpaid balance of each invoice not paid within thirty (30) days.

DISCLAIMER

The objective of this research assignment is to gather and analyze as many market components as is reasonable within the time limits and projected staff hours set forth in this agreement. We assume no responsibility for matters legal in character. The property/land is assumed to be free and clear of any indebtedness, liens or encumbrances; and good and marketable title and competent management are assumed, unless otherwise stated.

If building plans or site plans are included in the report, they are to be considered only approximate and are submitted to assist the reader in visualizing the property. We assume no responsibility for the accuracy of any building or site plans. Certain information and statistics contained in the report, which are the basis for conclusions contained in the report, will be furnished by other independent sources. While we believe this information is reliable, it has not been independently verified by us and we assume no responsibility for its accuracy.

The conclusions in the report are based on our best judgments as market research consultants. Maxfield Research and Consulting, LLC disclaims any express or implied warranty of assurance of representation that the projections or conclusions will be realized as stated. The result of the proposed project may be achieved, but also may vary due to changing market conditions characteristic of the real estate industry, changes in facts that were the basis of conclusions in this report, or other unforeseen circumstances.

In the event payment is not received on a timely basis, Maxfield Research and Consulting, LLC shall be entitled to a lien against the subject property.

This agreement will be construed according to the laws of the State of Minnesota.

TERMINATION

This agreement may be terminated upon written notification of either party to the other. In the event of termination, the Client will pay Maxfield Research and Consulting, LLC for staff hours performed at the firm's normal hourly rates, plus all expenses incurred through the date of termination.

Mr. Bill Neuendorf
Edina Housing and Redevelopment Authority

June 21, 2016
Page 9

If this proposal meets with your approval, please sign and return one copy to the offices of Maxfield Research and Consulting, LLC.

The costs outlined in the Scope of Services shall remain in effect for a period of 90 days from the date listed at the top of this contract.

Agreed to this _____ day of _____ 2016.

MAXFIELD RESEARCH AND CONSULTING, LLC

EDINA HRA



Matt Mullins
Vice President

Bill Neuendorf
Economic Development Manager

I Authorize: (please initial below)

_____ Initial Market Potential Assessment
(\$7,000.00)

_____ Full Market Potential Analysis
(\$20,000.00)

_____ Initial to Full Upgrade –
Initial Balance Applied to total cost
(\$15,000.00)

MAXFIELD RESEARCH AND CONSULTING, LLC



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

July 12, 2016

Proposal QTB041874

Mr. Bill Neuendorf
City of Edina
7450 Metro Blvd
Edina, MN 55439

Re: Proposal to Conduct a Phase I Environmental Site Assessment and Preliminary Geotechnical Evaluation
Southdale Library
7001 York Avenue
Edina, Minnesota

Dear Mr. Neuendorf:

Braun Intertec Corporation is pleased to present this proposal to conduct a phase I environmental site assessment (ESA) and a preliminary geotechnical evaluation to aid in the future redevelopment of the Southdale Library site in Edina, Minnesota.

Phase I ESA Scope of Services

The objective of a Phase I ESA is to evaluate the site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) criteria and requirements. The Phase I ESA will be conducted in general conformance with the scope and limitations of ASTM International Practice E 1527-13 (ASTM Practice E 1527-13) and 40 CFR Part 312.

Site History Review

The Phase I ESA will summarize reasonably ascertainable information pertaining to former and current land-use activities at the site. Our summary will include a review of aerial photographs, fire insurance atlases, city directories, property tax files, building records, topographic maps, and/or other historical documents to satisfy the historical-use requirements of the ASTM Practice E 1527-13 and 40 CFR Part 312.

Regulatory Information Review

We will request that a national regulatory information vendor, such as Environmental Data Resources, Inc., conduct a limited file evaluation of the site. If readily available and practically reviewable, the file evaluation will include, at a minimum, a review of the following databases within the corresponding approximate minimum search distance indicated in the ASTM Practice E 1527-13 and 40 CFR Part 312:

- Federal National Priorities List (NPL)
- Federal Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)
- Federal Institutional and Engineering Controls
- Federal Resource Conservation and Recovery Act (RCRA) Transport, Storage and Disposal (TSD) facilities

- Federal RCRA TSD facilities that have received RCRA corrective action activities
- Federal RCRA generators
- Federal Emergency Response Notification (ERNS) sites
- State NPL and CERCLIS equivalents
- State landfill and/or solid waste disposal sites
- State Voluntary cleanup programs
- State leaking underground and aboveground storage tank (LUST/LAST) sites
- State registered underground and aboveground storage tank (UST/AST) sites
- State Brownfield programs
- State Institutional and Engineering Controls
- State spills list
- Environmental Liens

We will review and summarize this information, and comment on known and potential environmental hazards that may impact the site. The scope of work does not include a detailed review of file information of identified facilities listed on the regulatory databases. However, if in our opinion a file review is warranted to evaluate the existence of a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition, we will contact you to discuss expanding the assessment to include a file review and the associated costs.

Site Reconnaissance and Interviews

The Phase I ESA will include a reconnaissance of the site. During the reconnaissance, we will note, if observed, the type of vegetation, exposed soils, open excavations or depressions, and site topography. Visible indications of underground and aboveground storage tanks, dumping, spills of petroleum and chemicals, and other obvious potential sources of contamination will be noted. In addition, we will conduct interviews with site representatives and governmental officials regarding past and current land-use activities.

Results and Reporting

A draft Phase I ESA report will be sent to you for review and comment. The Phase I ESA report will remain in draft status until we are notified by you to proceed with issuance of the final Phase I ESA reports.

If we encounter indications of existing or potential sources of contamination during our assessment, we will notify you to discuss how the assessment may proceed. You may wish to discontinue the Phase I ESA or you may consider expanding the assessment to further evaluate the contamination sources that are identified. If contamination at the site is confirmed, the property owner may be required to notify proper governmental authorities.

User-Provided Information

As part of Phase I ESA, the "User" should provide available information to Braun Intertec as the Environmental Professional to help identify the possibility of recognized environmental conditions in connection with the Site. A "User" is the party seeking to use ASTM Practice E 1527-13 to complete an environmental site assessment and may include, without limitation, a potential purchaser, tenant or owner of the property, a lender, or a property manager.

The attached User questionnaire should be completed in its entirety by the User(s) and returned with the signed authorization. If multiple Users are requesting reliance on the Phase I ESA, please provide us with a questionnaire completed by each of the appropriate entities.

Assessment Limitations

Upon completion of the Phase I ESA, Braun Interotec does not guarantee qualification for Landowner Liability Protections (LLP). Our proposed scope of work is consistent with "good commercial and customary practices" (as defined by ASTM Practice E 1527-13) conducted in an effort to evaluate recognized environmental conditions at a site in this area.

The assessment will not include vapor encroachment screening as defined in ASTM Practice E2600-10, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. ASTM Practice E2600-10 is not a requirement or component of AAI, and its results are not determinative of whether hazardous substances from a release are or may be present at the property for the sake of AAI or ASTM E1527-13. However, vapors present or likely present from hazardous substances or petroleum products will be considered no differently than hazardous substances or petroleum products present or likely present as a result of a release to the environment. Therefore, while a vapor encroachment screening per the ASTM Practice E2600-10 standard will not be conducted as part of this proposal, the potential for impacts to the property from vapor migration that is a result of a release of hazardous substances and/or petroleum products to the environment will be considered when assessing for the presence of a recognized environmental condition as defined by ASTM E1527-13.

Preliminary Geotechnical Evaluation Scope of Services

The purpose of this preliminary geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on potential site redevelopment, and provide preliminary geotechnical recommendations regarding site redevelopment.

The following tasks are proposed to help us meet our project goals for the geotechnical evaluation. If unfavorable or unforeseen conditions are encountered at any point during the completion of tasks that lead us to recommend an expanded scope of services, we will contact you to discuss those conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on aerial photographs, it appears the site is primarily an existing bituminous parking lot. Therefore, we anticipate boring locations will be accessible to a truck-mounted drill rig.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

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

We assume the City will locate private utilities on the site, however, if desired we can also subcontract a utility locator to assist with locating private utilities.

Penetration Test Borings

We propose to complete 4 standard penetration test (SPT) borings for the preliminary evaluation, extending them to a nominal depth of about 20 feet below the existing ground surface. Standard penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer. Based on the intended exploration depths, we do not anticipate sealing of the boreholes will be required.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform the laboratory testing listed below. Actual laboratory testing performed will be dependent on the soils encountered and will be at the discretion of the geotechnical engineer.

- 6 moisture content tests (ASTM D 2216)
- 2 mechanical sieve analyses, #200 sieve only (ASTM D 1140)

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform preliminary engineering analyses related to site redevelopment, and prepare a report including:

- A CAD sketch showing exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion regarding geotechnical conditions that may affect site redevelopment, including the reuse of on-site materials during construction and the impact of groundwater.

- Preliminary recommendations for preparing structure subgrades, including soil correction depths, if applicable, and the selection and compaction of structural fill.
- Preliminary recommendations for the design of structure foundations, ground supported slabs, and pavements.

Only an electronic copy of our preliminary geotechnical evaluation report will be submitted to you, unless you request otherwise.

Costs

The lump sum costs for each of the tasks described in this proposal are as follows.

Service Description	Cost
Phase I ESA	\$2,200
Preliminary Geotechnical Evaluation	\$4,430
<hr/>	
Total Project	\$6,630

Additional Geotechnical Services

If an all-terrain drill rig is needed for site access due to the discovery of unfavorable terrain or changed conditions, an additional charge of \$ 30 per hour will apply.

If borings must be extended beyond their intended termination depths, we will charge an additional \$25 per lineal foot beyond the originally intended termination depth.

If a private utility locator is requested to aid in locating private utilities, an additional fee of \$250 will apply to cover the subcontractor.

Schedule

We anticipate the draft Phase I ESA will be completed within two to three weeks from the date of your written authorization. The reports will remain in draft status until we are notified by you to proceed with issuance of final reports.

We anticipate that field exploration for the borings for the geotechnical evaluation can begin within approximately two to three weeks of written authorization and should be completed in approximately one day. Preliminary boring results and recommendations will be available within a week of completion of the drilling and we anticipate we can submit our geotechnical evaluation report approximately four to five weeks after authorization.

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



General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. It is being sent in an electronic version *only*. A hard copy of the proposal will be supplied upon request. ***Please return a signed copy of the proposal, the completed User Questionnaire, and the completed Client Information Request Form, in their entirety.***

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

We appreciate the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please call Tim Lenway at 952.995.2488 or Josh Van Abel at 952.995.2020.

Sincerely,

BRAUN INTERTEC CORPORATION



Timothy S. Lenway, MPH
Principal – Senior Scientist



Joshua J. Van Abel, PE (FOTI)
Principal – Senior Engineer

- Attachments:
General Conditions – (9/1/13)
Client Information Request Form
ASTM Practice E 1527-13 User questionnaire

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



General Conditions

Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing.

We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to

you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.6 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.

Environmental Site Assessment

Project/Site Name _____

So that we may serve you better, please answer the following questions concerning the project Site. If a question does not apply to the Site, answer with "NA." If you do not know the answer, reply "unknown." Please return the completed form along with one copy of the signed authorization letter.

Client Objectives

A. What is your interest in the Site? Circle all that apply.

Buying Property Refinancing Selling Property
Development Redevelopment Other _____

B. For reliance purposes, who would you like to be addressed on the report?

Name _____ Telephone _____
Address _____ E-mail/Fax _____

C. How many copies? _____ Unless otherwise requested, the Braun Intertec standard is two.

To whom? _____

D. Is there anyone not already listed on the report that requires a copy of the final report?

Name _____ Telephone: _____
Address _____ E-mail/Fax _____

E. What is the desired completion date for this project?

F. Do you wish to receive a verbal report before the written report is received? YES NO

G. Is a draft report requested prior to submittal of the final report? Once a report is issued final changes can be made, but additional fees will apply and will require that the original copies of the report be sent back.

YES NO E-mail/Fax _____

H. Is confidentiality requested? YES NO

If so, to whom is it limited? _____

Site-Specific Information

A. Who is the current property owner?

Name _____ Telephone _____

B. Has any previous environmental work been performed on the Site? Circle all that apply.

Geotechnical/Soil Borings

Phase I/Phase II Site Assessments

Asbestos Evaluations

Hazardous Materials Testing

Unknown

No

Other: _____

If yes:

When was it performed?

By whom? Name and telephone number?

Name _____ Telephone _____

What were the results?

Are report copies available? YES NO

C. Where is the Site located?

Address _____

Legal description _____

D. Is a current Site plan available? If so, please provide. YES NO

E. Who will provide access to the property and/or who is the Site contact?

Name: _____ Telephone: _____

F. Are there any special concerns regarding the property?

G. How large is the property (total acreage)?

H. How is the property currently used? Circle all that apply.

Undeveloped Agricultural Residential Parking Lot
Commercial

Industrial Retail Office Building Warehouse
Other _____

I. What is the proposed use of the property?

J. Are there existing buildings on the property? YES NO

If yes:

How many buildings? _____

What year was each building built? _____

What is the total square footage of each building? _____

Are you aware of any asbestos-containing building materials in any building? _____

Give a brief description and use of each building.

K. What was the property used for in the past?

L. Has the property ever been used for dumping or landfilling in the past?

M. How are the adjacent properties used?

N. Are there currently or previously any aboveground or underground storage tanks located on the property?

YES NO

If yes:

Where are they located?

What is the size and contents of the tanks? (ex: 500-gallon diesel)

When were the tanks installed?

Are there any maintenance records available for the tanks?

Are the tanks currently being used? YES NO

If No: When were the tank(s) closed? _____

Was the MPCA notified? _____

O. Have hazardous chemicals or petroleum products ever been stored at the Site? YES NO

If yes, which ones? _____

P. Utilities

Are there any wells or septic systems formerly or currently located at the Site? YES NO

Is it connected to city sewer and water? YES NO

What types of utilities service the Site? Circle all that apply.

Gas Electric Propane Other _____

ASTM Practice E 1527-13 User Questionnaire

Site: Southdale Library
7001 York Avenue
Edina, Minnesota

Name: _____ Date: _____

Company: _____

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the "Brownfields Amendment", the User must conduct the following inquiries. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.

- (1) **Environmental cleanup liens that are filed or recorded against the *property*.**
The types of title reports that may disclose environmental liens include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose environmental liens. Did a search of *recorded land title records* (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the *property* under federal, tribal, state or local law?

- (2) **Activity and use limitations (AULs) that are in place on the *property* or that have been filed or recorded against the *property*.**
The types of title reports that may disclose AULs include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose AULs. Did a search of *recorded land title records* (or judicial records where appropriate) identify any AULs, such as *engineering controls*, land use restrictions, or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state or local law?

- (3) **Specialized knowledge or experience of the person seeking to qualify for the LLP.**
Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

- (4) **Relationship of the purchase price to the fair market value of the *property* if it were not contaminated.**
Does the purchase price being paid for this *property* reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

AA/00E

- (5) **Commonly known or reasonably ascertainable information about the property.**
Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example,
- (a) Do you know the past uses of the *property*? If so, please explain.
 - (b) Do you know of specific chemicals that are present or once were present at the *property*? If so, please explain.
 - (c) Do you know of spills or other chemical releases that have taken place at the *property*? If so, please explain.
 - (d) Do you know of any environmental cleanups that have taken place at the *property*? If so, please explain.
- (6) **The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.**
Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*? If so, please explain.

**EXHIBIT C
ESTIMATED COST FOR SERVICES**

Redevelopment Planning Management Budget

	Phase & Description	By Whom	hourly rate	est. hours	sub-total
Prelim. Study and Engagement - Issue RFQ/RFP	identify team and prepare Joint Powers Agreement	HRA	125	3	\$375.00
	monitor consultant contracts	HRA	125	3	\$375.00
	coordinate & review prelim. studies and public engagement activities	HRA	125	5	\$625.00
	engagement & prelim site planning (by HGA)	Lump	na	1	\$21,700.00
	prelim. enviro. & geotech study (by Braun)	Lump	na	1	\$6,630.00
	prelim. market study (by Maxfield)	Lump	na	1	\$7,000.00
	site survey (by Henn Cnty)	Lump	na	1	\$0.00
	assemble ad hoc task force / stakeholder groups	HRA	125	3	\$375.00
	outreach & publicity efforts	HRA	125	3	\$375.00
	social media outreach	Lump	200	1	\$200.00
	prepare 3 public sessions	HRA	125	4	\$500.00
	attend 3 public session	HRA	125	6	\$750.00
	debrief 3 public sessions	HRA	125	3	\$375.00
	prepare 1 developer focus group	HRA	125	1	\$125.00
	attend 1 focus group	HRA	125	1	\$125.00
	debrief focus group	HRA	125	1	\$125.00
	prepare RFQ/RFP	HRA	125	24	\$3,000.00
	marketing plan for RFQ/RFP	HRA	125	3	\$375.00
	distribution of RFQ/RFP (print & online)	Lump	na	1	\$1,500.00
	prepare pre-RFQ meeting	HRA	125	2	\$250.00
Attend pre-RFQ meeting	HRA	125	1	\$125.00	
follow up after pre-RFQ meeting	HRA	125	1	\$125.00	
Recommend finalists	Review submitted Qualifications	HRA	125	14	\$1,750.00
	Invitation to 3 finalists	HRA	125	2	\$250.00
	Review Proposals & rank finalists	HRA	125	9	\$1,125.00
	recommendation to proceed	HRA	125	2	\$250.00
	contingency (expanded scope, if needed)	TBD			\$595.00
Maximum Not to Exceed Total =					\$49,000.00