

# REPORT / RECOMMENDATION



**To:** MAYOR AND COUNCIL

**Agenda Item #:** IX. A.

**From:** Debra Mangen  
City Clerk

**Date:** February 19, 2013

**Subject:** CORRESPONDENCE

**Action**   
**Discussion**   
**Information**

**Action Requested:**

Attached is correspondence received since the last Council Meeting.

No action is requested.

**Subject:** Issues from JMS work at 4524 Bruce Ave.

Dear City Council Members,

Erik and I are writing today to update you on the multiple issues we have experienced as a result of the new construction being performed by JMS Homes at 4524 Bruce Avenue, Edina. We have lived in our home at 4522 Bruce Avenue since 2005.

The item of greatest concern is listed first, but we also wish to share the many challenges and difficulties that we have experienced during this process. You will also see attached email correspondence illustrating our attorney's attempts to bring the first issue to resolution, but JMS has been non-responsive.

**1. Significant damage was done to our driveway, iron fence and gate, and backyard tree during the excavation process at 4524 Bruce Avenue, which began on December 3, 2012. This has created significant financial consequences due to the need for repairs and limited use of our property. Despite repeated outreach from our attorney, beginning as early as January 4, 2013, this issue has not been resolved.**

- As per the email we sent all City Council members on December 7, 2012 significant damage was done to our driveway during JMS's excavation of the property at 4524 Bruce Avenue. We know that Mayor Hovland, Joni Bennett and Mary Brindle all witnessed this damage themselves during the weekend of Dec 7-9th. The damage was so significant that engineering officials and City of Edina Building department employees indicated that it would be unsafe to use our driveway for a period of approximately 6 days until JMS could provide temporary shoring up of my property. We have been told by engineers that a significant portion of our driveway will need to be repaired in the spring as the ground settles and additional cracks appear due to the warmer weather. This will prevent us from accessing our driveway or garage until the repairs are complete.
- Additionally, the excavation caused significant damage to our iron gate, which we use to close off the driveway so that our Golden Retriever can be contained in the backyard. The excavation work caused our fence to be so significantly loosened that it visibly crooked and unstable. Repairs to stabilize the posts and replace damaged sections of the fence will also mean that we cannot use our fence and gate for several days and therefore, can't let our dog out into the yard as we normally do throughout the day.
- The roots of our backyard tree situated just west of our driveway were significantly damaged due to the excavation work as well.
- Throughout this driveway issue we were in continual contact via email, phone and in person with Mr. Steve Kirchman and building inspectors including Greg Bomsta and Mike Kuisle. They were highly responsive and helpful during a very difficult few weeks during which the damage occurred and afterwards as we awaited temporary repairs to allow for resumed use of our driveway and iron gate. Building Inspections took multiple photos of the damage that was done to our property and Mr. Kirchman sent me copies via email of these photos.
- Edina's Construction Management Plan as found on the City website indicates in item #4 "The Contractor is responsible for repairing any damage to public streets or adjacent properties."

Note: JMS has yet to demonstrate a good faith effort in coming to agreement for repairing the damage incurred to our property by their actions. We have incurred substantial legal fees throughout this process as well, through no fault of our own. As of Feb. 14th, our attorney (Gregg Collins) indicated that Matt Hanish of JMS

said that he has not met with Steve or anyone else at JMS to discuss the Agreement yet. When Mr. Collins inquired as to when that may happen, Matt Hanish replied "in the next couple of days", but Matt also acknowledged that nothing was presently scheduled. (PLEASE SCROLL DOWN TO THE BOTTOM OF THIS EMAIL TO SEE THE FORWARDED E-MAIL EXCHANGE BETWEEN OUR ATTORNEY, GREGG COLLINS, AND MATT HANISH OF JMS.) Please note that our attorney has been attempting to get a response since January 4, 2013. Mr. Hanish claims not to have received our attorney's communications, but Mr. Collins was clearly using the correct email address throughout the process.

**2. Multiple nails and roofing staples have been left on our driveway creating a safety hazard to our pet and potential damage to our vehicle tires.**

This is in conflict with item #7 of the Construction Management Plan, which states:

5. "The Contractor shall keep the site, all streets, all sidewalks, boulevard areas and adjacent properties clean from waste, materials or refuse resulting from his operations on the site."

- On three separate occasions in January we found a total of 6-7 three-inch nails on our driveway. On the second and third time (January 29th) I spoke to one of the sub-contractor employees (Kevin from Bluejack) about this issue and he indicated that he'd do his best to avoid this, but it was very difficult because the house being built is too close to our property. Because our dog uses the driveway and backyard throughout the day, these nails pose a very real safety concern and could create significant harm if one of these nails were to get stuck in his paw.

Below is a listing of all other dates and quantities of nails and staples we have found in the middle of our driveway where our vehicle passes multiple times daily:

- February 4th: 20-25 roofing staples and 1 one-inch long nail
- February 5th: 3 large three-inch long nails and 1 one-inch long nail
- February 7th: 1 one-inch long nail with staples on it
- February 8th: 1 3" long nail and 2 one-inch long nails with staples
- February 12th: 17 nails total, including 2 two-inch long screws and 15 one-inch long nails
- February 13th: 2 three-inch long nails, 3 one-inch long nails

This makes a grand total of 31 nails that I have saved and have pictures of. (I emailed photos of these nails to Mr. Kirchman on Feb. 12 and 13 if you would like to see them.) One might see a few nails as a careless mistake, which is bad enough, but 31 nails in less than ten days suggests a blatant disregard for our property and the safety of our dog and my vehicle tires. I have communicated with Scott Whitworth of JMS about this issue on multiple occasions, including Feb. 4, 7, and 12. Despite assurances that this issue would be managed, it continues to occur. This poses a continuing threat to our dogs' paws and my vehicle tires.

**3. Noise from construction is audible seven days a week and compromises our ability to fully enjoy our home on weekends and evenings.**

- The City of Edina Code 1040.03 states:

"No person shall engage in or permit construction and repair activities involving the use of any kind of electric, diesel or gas-powered motor vehicles or machine or other power equipment, audible beyond the property line of the property where the activity is occurring, except between the hours of 7:00 a.m. and 9:00 p.m., Monday through Friday, and 8:00 a.m. and 7:00 p.m., Saturday, Sunday and holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas)."

- We understand the intent of the 7 day work allowance may have originally been to allow residents who work full time to work on their homes on weekday evenings and/or on weekends. However, in this case, JMS

Homes, a professional builder has been working consistently on weekday evenings and on weekends. While their work ethic may be admirable, it is truly difficult to live in a state of continual construction noise, starting as early as 8:00 am on Saturdays and Sundays (a supposed "day of rest") and well past the dinner hour on week days. This noise includes generators, vehicles loading and unloading, hammering and pounding.

- On Saturday, February 9th, JMS's subcontractors began working at the site and woke me up at 7:10 am. An Edina Police officer had to come to the site twice to tell the workers they are not allowed to work until 8:00 am on Saturdays before they listened.

Improvement suggestion: Restrict the hours of construction noise down to Monday - Friday 7:00 am - 7:00 pm and Saturday/Sunday 9:00-6:00 pm. This would ensure that the "majority" of the day on weekdays is not spent listening to construction noise by cutting work time to 12 hours. You could then allow longer hours on case-by-case basis, requiring City approval and prior notification to neighbors.

**4. JMS's workers have trespassed on our property several times during the course of the project, especially during excavation, as well as February 4th and as recently as this week,**

- JMS's workers have accessed our property on multiple occasions without our permission. On February 4th, I (Ann) returned home from a 45 minute appointment to find my driveway and garage blocked by a roofer's ladder that was leaning up against my iron fence. (If the 5' wide side setback does not allow builders to perform their work without trespassing on neighbors' property, then either the builder should plan for a smaller footprint on the home or the setback requirement should be increased.)

**5. JMS's workers repeatedly violate Edina Ordinance 1400.10 by parking within five feet of my driveway and other private driveways on Bruce Avenue.**

- Today I had to call Edina Police twice due to this issue. First around 11:45 am, a work vehicle was parked about 2 ft from my driveway, inhibiting my ability to pull into my driveway. Later at 2:35 pm when I was trying to exit my driveway to pick up my daughter from school, both the road and my driveway were blocked by a large truck. Despite having one worker sitting in the truck, the truck's driver was inside the JMS home and I had to wait 10 minutes until the truck was moved out of the way. While this occurred, about 3 vehicles traveling south on Bruce Avenue were also blocked and the road was impassable.

This ordinance is clearly laid out in the "Construction Management Plan 2012" document as found on the City of Edina website:

5. Edina Ordinance 1400.10 Parking, Stopping and Standing, Loading shall apply as follows: No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places: a. On a boulevard between sidewalk and roadway; b. Within five feet of the intersection of any public or private driveway or alley with any street or highway;

Additionally, earlier this month at 4528 Bruce Avenue a motor vehicle accident occurred as the resident at that address attempted to pull out into the street and collided with another vehicle due to severely limited visibility caused by vehicles parked within 5 feet of her driveway. This accident resulted in significant damage to her vehicle and she had to pay a \$1,000 insurance deductible as a result. Additionally, damage occurred to the other car, which is also owned by a resident of 4500 Bruce Avenue. Fortunately, no one was physically harmed.

We hope that the content of this email outlines clearly how JMS's disregard for neighbors and our properties is impacting us and other Bruce Avenue residents. Thousands of dollars in damage has already occurred, while safety hazards continue to exist, including parking issues and hazardous materials being left on our property. My husband and I have been forced to spend many hours identifying, recording and reporting the multiple issues outlined above over the past several months. We hope you will be supportive and protective of the rights of Edina homeowners like us in the face of builders seeking to make profit. It does not seem fair or

reasonable that they should be allowed to conduct their business in a manner that is so neglectful and careless of those around them and violates City Code. We ask that you please support us in seeking resolution to our driveway, fence and gate issue prior to issuance of final permits, approvals or certificate of occupancy for the property at 4524 Bruce Avenue.

Sincerely,

Ann and Erik Wordelman  
4522 Bruce Avenue  
Edina, MN 55424

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Begin forwarded message:

**From:** Gregg Collins <[gcollins@mulliganbjornnes.com](mailto:gcollins@mulliganbjornnes.com)>  
**Subject:** RE: Contact Info  
**Date:** February 11, 2013 9:30:52 AM CST  
**To:** Matt Hanish <[matth@jmscustomhomes.com](mailto:matth@jmscustomhomes.com)>  
**Cc:** "scottw@jmscustomhomes.com" <[scottw@jmscustomhomes.com](mailto:scottw@jmscustomhomes.com)>, "jeff@jmscompanies.com" <[jeff@jmscompanies.com](mailto:jeff@jmscompanies.com)>, "wordelman@comcast.net" <[wordelman@comcast.net](mailto:wordelman@comcast.net)>, "EWordelman@SpencerStuart.com" <[EWordelman@SpencerStuart.com](mailto:EWordelman@SpencerStuart.com)>

Matt:

I am attaching the string of e-mails that I have sent to you over the last 5 weeks. I am also attaching the draft Agreement that was attached to the original e-mail and every follow up e-mail.

Please note that your e-mail address on every e-mail in the string is correct. Also, I never received a bounce-back message on any of the e-mails I sent, indicating that the message failed to go through. Also, to be clear, up until last Friday I did not copy either Jeff or Scott on the e-mails, but I did last Friday. If by your e-mail below you are telling me that neither Scott or Jeff received my e-mail from Friday, then there is a serious credibility issue. I am again copying Scott and Jeff with this e-mail.

Since we have been waiting over 5 weeks for a response on this matter, I would appreciate a response from the appropriate person at JMS in the next couple days. Thank you.

*Gregory J. Collins*

Mulligan & Bjornnes PLLP  
401 Groveland Avenue  
Minneapolis, MN 55403-3219  
Direct 612-879-1816 | Fax 612-871-7869  
[gcollins@mulliganbjornnes.com](mailto:gcollins@mulliganbjornnes.com) | [www.mulliganbjornnes.com](http://www.mulliganbjornnes.com)



This e-mail, and any attachment, contains information which is confidential and is intended for the addressee only. If you have received this e-mail in error, please reply to the sender of the message and then destroy this message. Thank you for your anticipated cooperation.

**From:** Matt Hanish [<mailto:matth@jmscustomhomes.com>]  
**Sent:** Monday, February 11, 2013 9:16 AM  
**To:** Gregg Collins  
**Subject:** Contact Info

Greg,

As I indicated in our phone conversation, to date, I have not received any correspondence from you or your office via email or regular mail. I also spoke with Jeff and Scott and neither received your correspondence. Please provide any correspondence by replying to this message. Thank you.

Sincerely,

*Matt Hanish*

Vice President Construction

JMS Custom Homes, LLC

525 15th Ave S

Hopkins, MN 55343

(952) 294-2123 Direct

(952) 949-3630 Main

(952) 292-7895 Cell

(952) 949-3730 Fax

MN Builder License #BC392462

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by the Builders Association of the Twin Cities (BATC)!



[www.jmcustomhomes.com](http://www.jmcustomhomes.com)

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**From:** Gregg Collins <[gcollins@mulliganbjornnes.com](mailto:gcollins@mulliganbjornnes.com)>  
**Subject:** FW: Wordelman property  
**Date:** February 8, 2013 4:56:23 PM CST  
**To:** "[matth@jmscustomhomes.com](mailto:matth@jmscustomhomes.com)" <[matth@jmscustomhomes.com](mailto:matth@jmscustomhomes.com)>  
**Cc:** "[scottw@jmscustomhomes.com](mailto:scottw@jmscustomhomes.com)" <[scottw@jmscustomhomes.com](mailto:scottw@jmscustomhomes.com)>, "[jeff@jmscompanies.com](mailto:jeff@jmscompanies.com)" <[jeff@jmscompanies.com](mailto:jeff@jmscompanies.com)>, "[wordelman@comcast.net](mailto:wordelman@comcast.net)" <[wordelman@comcast.net](mailto:wordelman@comcast.net)>, "[EWordelman@SpencerStuart.com](mailto:EWordelman@SpencerStuart.com)" <[EWordelman@SpencerStuart.com](mailto:EWordelman@SpencerStuart.com)>

Matt:

It has now been over a month (Jan. 4) since we sent you a draft Agreement relating to resolving the damage that JMS has caused to the Wordelman property as a result of your construction activities next door. Despite sending two follow up e-mails as set forth below, you have completely failed and refused to contact me.

It is the Wordelman's preference to resolve this matter amicably between themselves and JMS. However, if you refuse to respond to our communications you will leave them no alternative but to take this to another level, either legally or politically through the City of Edina.

In your notification letter to the Wordelmans dated Oct. 29, 2012, you committed to them and assured them that you would "replace and repair to its original condition any disturbed areas including grade, sod and landscaping that is disturbed due to our construction activities." It is time make good on those assurances and commitments.

Please contact me on or before Tues., Feb. 12, or you will leave the Wordelmans no alternative but to take steps to force JMS to honor their commitment.

*Gregory J. Collins*

Mulligan & Bjornnes PLLP  
401 Groveland Avenue  
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Direct 612-879-1816 | Fax 612-871-7869  
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**From:** Gregg Collins  
**Sent:** Sunday, January 27, 2013 2:58 PM  
**To:** [matth@jmscustomhomes.com](mailto:matth@jmscustomhomes.com)  
**Cc:** [wordelman@comcast.net](mailto:wordelman@comcast.net)  
**Subject:** FW: Wordelman property

Matt:

Following up on the e-mail and Agreement I sent you on January 4. I am still waiting for either someone at JMS or your attorney to contact me. If you fail to respond, you will leave us no alternative than to enlist the assistance of the City of Edina in getting you to respond on these issues. Please get back to me in the next couple of days. Thank you.

Gregg

*Gregory J. Collins*

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Minneapolis, MN 55403-3219  
Direct 612-879-1816 | Fax 612-871-7869  
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**From:** Gregg Collins  
**Sent:** Monday, January 21, 2013 11:23 AM  
**To:** [matth@jmscustomhomes.com](mailto:matth@jmscustomhomes.com)  
**Cc:** [wordelman@comcast.net](mailto:wordelman@comcast.net)  
**Subject:** FW: Wordelman property

Hi Matt:

Following up on the e-mail and Agreement I sent you below. Please get back to me or have your attorney contact me on this in the next few days. Thank you.

Gregg

*Gregory J. Collins*

Mulligan & Bjornnes PLLP  
401 Groveland Avenue  
Minneapolis, MN 55403-3219  
Direct 612-879-1816 | Fax 612-871-7869  
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**From:** Gregg Collins  
**Sent:** Friday, January 04, 2013 3:33 PM  
**To:** [matth@jmscustomhomes.com](mailto:matth@jmscustomhomes.com)  
**Cc:** [wordelman@comcast.net](mailto:wordelman@comcast.net)  
**Subject:** Wordelman property

Hi Matt:

As we discussed previously, the Wordelmans want an agreement between them and JMS regarding any work that is going to be done on their property going forward to address the issues that arose out of your excavation and the resulting undermining of the support for their driveway. I have prepared the attached Agreement to address those issues.

By way of background, which I believe we discussed briefly during our telephone conference, we have been in consultation with two engineers who have told us that the supporting soil under the driveway has been compromised by the sloughing of the soil into the excavation, and as a result the driveway will need to be replaced so the soil can be properly compacted from above. Also, the Wordelmans have discussed the tree issue with an Arborist who has indicated to them that it could take up to three years for any tree damage to become evident, hence the three year time period in the Agreement. I left the attorney's fees amount blank. The amount to be inserted will depend upon how much in the way of additional fees will be generated in order to finalize the Agreement. At present, the Wordelmans have incurred \$3,225.00 in fees relating to this matter.

Please review the Agreement with your attorney and have him or her contact me with any questions.

Gregg

***Gregory J. Collins***

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Direct 612-879-1816 | Fax 612-871-7869

[gcollins@mulliganbjornnes.com](mailto:gcollins@mulliganbjornnes.com) | [www.mulliganbjornnes.com](http://www.mulliganbjornnes.com)

## AGREEMENT

by and between

**J.M.S. CUSTOM HOMES, LLC  
("JMS")**

and

**ERIK J. WORDELMAN AND ANN-MARIE B. WORDELMAN  
(collectively the "WORDELMANS")**

### RECITALS:

- FIRST:** JMS is the owner, developer and general contractor for a lot and home being built at 4524 Bruce Ave., Edina, MN (the "JMS Lot").
- SECOND:** The Wordelmans are the owners of a lot and home located at 4522 Bruce Ave. Edina, MN, to the North of the JMS Lot (the "Wordelman Lot").
- THIRD:** The excavation for constructing the new home on the JMS Lot has resulted in the sloughing of soil from the Wordelman Lot into the excavation, undermining the support for a portion of the Wordelman driveway and damaging the support for the Wordelman fence that runs along the side of the driveway.
- FOURTH:** JMS acknowledges responsibility for the fence and driveway undermining and in order to avoid a dispute and potential litigation regarding such matters agrees to repair the fence and replace portions of the driveway in accordance with the terms and conditions contained in this Agreement.

THEREFORE, for good and valuable consideration, including the mutual promises and obligations contained herein, the parties enter into this Agreement according to the following terms and conditions:

1. Work and Payments by JMS. JMS agrees to do the following:
  - a. Temporarily support the Wordelman fence and gate, so as to make it safe and operable pending replacement of the driveway and permanent reinstallation of the fence as provided below.
  - b. Pay for the cost of replacing the Wordelman driveway, with a comparably constructed concrete driveway, from the first expansion joint east of the gate to the rear of the driveway. Construction of the driveway will take place in either the spring or summer of 2013. Prior to replacement, the driveway bed will be compacted under the supervision and testing of Braun Engineering to obtain a compaction level of 100%. The Wordelmans will obtain a minimum of three bids

for the work and may choose the company providing the middle or the lowest of the three bids to perform the work.

- c. Pay for Midwest Fence (original installer) to reinstall the Wordelman fence following or in conjunction with the replacement of the driveway. JMS will also pay for any fence or gate components that have become damaged or inoperable or need replacement as a result of the excavation and construction on the JMS Lot.
  - d. Pay for the replacement, with comparable mature trees, of any of the maple or pine trees in the southwest corner of the Wordelman Lot that turn out to be substantially damaged or die within the next three (3) years, the roots of which were cut or disturbed during excavation.
  - e. Pay for the survey work needed to assist with the reinstallation of the driveway and fence to be sure they are placed in their same location, and within the easement granted to the Wordelmans by the predecessor owners of the JMS Lot. The parties agree to the use of Carlson McCain for this work, as they have already done an "Existing Conditions Survey" for JMS showing the original location of the driveway and fence.
  - f. Pay the Wordelmans the sum of \$3,000 upon the execution of this Agreement, as compensation for their inconvenience and loss of use of their driveway and garage as a result of the undermining and during the period of replacement, as described above.
  - g. Pay for the Wordelman legal fees and costs incurred pertaining to this matter, including but not limited to the preparation of this Agreement, up to an amount not to exceed \$\_\_\_\_\_. A copy of an itemized statement will be submitted by the Wordelman attorneys to JMS for the fees and costs, which shall be paid by JMS within 30 days of submission.
2. Escrow. JMS agrees to escrow with the closing title company upon the sale of the JMS Lot and home, the sum of \$40,000 to be used as payment for the work described above. Release of the escrow funds for payment of the described work shall be allowed only upon written agreement of both JMS and the Wordelmans.
  3. Release of JMS. Upon completion of the work and payments as outlined in paragraphs 1 and 2, the Wordelmans agree to release forever and discharge JMS from all claims, actions and liabilities relating to the undermined driveway and fence and damage to the trees in the southwest corner of the Wordelman Lot.
  4. Non-waiver of Future Claims. It is understood and agreed that this Agreement is limited to resolving the known claims of the Wordelmans relating to the undermined driveway and fence and the possible claims relating to damage to the trees, due to root removal, in the southwest corner of the Wordelman Lot. The Wordelmans do not waive or release, and specifically hereby reserve, any unknown and/or future claims relating to their property that may potentially arise as a result of the construction activities of JMS.

5. Attorney's Fees. If litigation arises out of a breach of this Agreement, attorney's fees, costs and disbursements shall be awarded to the party which prevails on its claims at trial.
6. Binding Effect/Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, agents, representatives, officers, directors, and assigns.
7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.
8. Consent to Jurisdiction, Service of Process, and Venue. The parties consent to venue and jurisdiction in the District Court of Hennepin County, State of Minnesota, and to service of process under Minnesota law, in any action commenced to enforce this Agreement.
9. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements and undertakings regarding the same subject matter covered by this Agreement. This Agreement may not be amended other than by a writing signed by the parties.
10. Severability. If any provision of this Agreement shall, for any reason, be adjudged to be void, invalid or unenforceable by a court of law, the remainder of this Agreement shall continue and remain in full force and effect.
11. Enforceability. The forbearance of either party to enforce any provisions of this Agreement shall not constitute a waiver of that party's right to pursue any prior or subsequent breach, violation or default of the Agreement.
12. Counterparts/Signatures. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original agreement but all of which taken together shall constitute one and the same document. Further, a signed document transmitted electronically shall be considered as binding as an original signature.
13. Effective Date. The effective date of this Agreement, or the measuring date for any term set forth in the Agreement, unless specified otherwise, shall be the date of the last signature set forth below.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

J.M.S. CUSTOM HOMES, LLC

\_\_\_\_\_  
ERIK J. WORDELMAN

By \_\_\_\_\_

Dated: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
ANN-MARIE B. WORDELMAN

Mr. James Hovland

February 14, 2013

Mayor of Edina

Edina City Hall

4801 West 50<sup>th</sup> Street

Edina, MN 55424

Dear Mr. Hovland

First, I want to thank you for your efforts and words to the MAC Council and FAA at the meeting to fight the new flight plan that sends the majority of take offs over Edina, in particular, the Brookview Heights neighborhood where I have lived for 24 years. I also attended the meeting and agree with you that we should share the pain, not concentrate it. When I moved here we had plenty of noise from the freeways around us but we knew it coming in. The noise was a trade-off for easy and fast access to the anywhere you needed to go. I never bargained for the added plane noise we are enduring since the two new runways were built. We have had many a family gathering disrupted and moved inside due to nonstop airplane take offs. It's bad now but in the summertime when we could be enjoying the outdoors we are forced inside.

We are not done with the FAA, they will be back to push their agenda.

Safety: as you stated, there are no current safety issues at MSP.

Fuel savings: at whose cost? Make more energy efficient planes.

Efficiency: again at whose cost? Not the airlines.

In short, I want to be involved with the efforts to protect our environment and lifestyle in Edina. I would offer my property to install a noise monitoring device if need be. I have signed up for City Extra emails but would like to leave my contact information with you in case I can help in any way.

Steve Johannes

5133 Danens Drive

Edina, MN 55439

R. 952-828-9415

C. 952-457-8538

[Steve.johannes@sparboe.com](mailto:Steve.johannes@sparboe.com)

Sincerely,



Susan Howl

---

**From:** Lynette Biunno on behalf of Edina Mail  
**Sent:** Thursday, February 07, 2013 10:35 AM  
**Cc:** Susan Howl  
**Subject:** FW: Thoughts on appointments to City Boards & Commissions



**Lynette Biunno, Receptionist**

952-927-8861 | Fax 952-826-0389  
[lbiunno@EdinaMN.gov](mailto:lbiunno@EdinaMN.gov) | [www.EdinaMN.gov](http://www.EdinaMN.gov)

...For Living, Learning, Raising Families & Doing Business

**From:** Angela Berger [<mailto:vonberger@hotmail.com>]  
**Sent:** Thursday, February 07, 2013 10:15 AM  
**To:** Edina Mail; [jonibennett12@comcast.net](mailto:jonibennett12@comcast.net); Mary Brindle (Comcast); [joshsprague@edinarealty.com](mailto:joshsprague@edinarealty.com); [swensonann1@gmail.com](mailto:swensonann1@gmail.com)  
**Subject:** Thoughts on appointments to City Boards & Commissions

Mayor Hovlund and fellow Edina City Council members,

As the application process is closed for appointments to boards and commissions that advise the Edina City Council and you enter the interview stage of the selection process, I wanted to pass on a few things for consideration. In my opinion these appointments should ultimately be given to citizens qualified or interested in the topic area of the type of appointment they seek and who have the best interest of the city and their neighbors at heart. This of course is a definition that can be applied subjectively to a broad spectrum of people.

However, I urge those that are conducting the interviews and making selection recommendations from the City Council to create a better representation of our community and the resident's desires than what I have seen in the past. My perception currently, is that these boards and commissions are populated with like minded individuals that create narrow agendas within their areas of expertise. Recommendations have come from these commissions and boards in recent years that do not have the full support of the community including:

- Bike path and pedestrian friendly transportation initiatives
- Domestic Partner Registry programs
- City Council Resolutions on State Constitutional Amendments
- Formation of neighborhood associations

Public input is solicited in some cases for these new initiatives. However, these ideas should be more thoroughly vetted through the commissions and boards before they ever get to City Council and public input. The lack of diversity in political philosophy and life experiences creates an echo chamber where ideas that seem worthy don't come from a broad consensus of Edina residents but a very small minority of active citizens who get appointed.

I feel the City Council would be best served by a broader representation of interests that could provide unselfish opinions and true counsel to its city leaders. I hope you take the opportunity in the coming month to look at applicants with new eyes and put an emphasis on their qualifications and what perspectives they could bring as advisors.

Angela Berger  
Edina Resident

Susan Howl

---

To: Karen M. Kurt  
Subject: FW: Objection to City drawn "Neighborhoods" and to assignment of my street Belvidere Lane

From: Gary Hudson [mailto:ghudson4034@gmail.com]  
Sent: Thursday, February 07, 2013 1:52 PM  
To: Edina Mail  
Subject: Re: Objection to City drawn "Neighborhoods" and to assignment of my street Belvidere Lane

Thank you, Lynette,

The map in the Sun Current is very difficult to read. I went to the City of Edina site and finally found the maps. Not easy to read there, either, because the lines are so pale. But I am mistaken. Belvidere Lane is in the South Cornelia area.

Nevertheless, I feel I have a point about a consistent western boundary for the Lake Cornelia and South Cornelia areas.

Perhaps you would be so kind as to forward this, also, to the Mayor, other Council Members, and City Manager Neal.

Thank you.

Gary Hudson

> -----Original Message-----

> From: Gary Hudson [mailto:ghudson4034@gmail.com]

> Sent: Thursday, February 07, 2013 1:09 PM

> To: Edina Mail

> Subject: Objection to City drawn "Neighborhoods" and to assignment of my street Belvidere Lane

>

> Please forward to City Council Members, including Mayor Hovland and to

> City Manager Neal

>

> City officials:

>

> I respectfully but strongly submit an observation and a request.

>

> I agree with Council Member Brindle that city drawn neighborhoods are not necessary, and I wish to dispute the placement of my street Belvidere Lane.

>

> When I purchased my home at 4512 Belvidere Lane in 2003, the Edina Realty listing indicated the home was located in the desired Cornelia area. Belvidere Lane is a one-block street located between Wooddale and West Shore Drive. Cornelia Elementary School is just a couple of blocks away.

>

> In the February 7th Sun Current I find that in the present rendering, Belvidere Lane has now been located in the Lake Edina area, instead of South Cornelia. I have never seen Lake Edina and never shall. My associations with homes and residents is not to the south.

> It is to the east and to the north.

>

> Why does the "neighborhood" for Belvidere Lane not have a western boundary of Highway 100 (or at least West Shore Drive), just as the Lake Cornelia area just to the north has a boundary of Highway 100? The current rendering makes no sense.

>

> On our national map, North Dakota and South Dakota share common eastern and western boundaries.

>

> If we must have "neighborhoods," please reconsider and return Belvidere Lane and environs to a Cornelia designation.

>

> Please reply.

>

>

>

>

Gary A. Hudson  
952-929-0634  
[ghudson4034@gmail.com](mailto:ghudson4034@gmail.com)

2-7-13

Members of the Council:

Thank you for the opportunity to apply and interview for the opening on the planning commission.

As I stated in the interview, I think I would be an outstanding planning commission member. I come with no pre-conceived notions or axes to grind...only a passion to see Edina continue the excellence and make this community even better with thoughtful vision and planning.

You noted that there are many experts such as lawyers, real estate agents, developers, architects, etc. in the mix.

I believe that no one has the community expertise that I bring as well as critical work experiences. I would specifically point to the fact that I was not just director of community education services and in my later years, director of communications. My title for many, many years also included "and facilities." Our \$44M referendum in the 90's was totally overseen by me. The details of building codes, variances, working with construction managers, union trades, contractors, architects both building, civil and landscape, etc. are all areas of experience. In addition, I was directly involved in the last referendum as well. Many people note the operation of the Community Center, community education, and communications as my only background. That is incorrect.

As a long time resident, I have seen Edina undergo a progressive renovation and know that the people of Edina demand due diligence and outstanding planning.

My passion is service. In addition, my vast experience of working with the public, boards, committees, etc. are a big plus.

I am hopeful that as you make your decision, you will look long term and not just to fill an immediate want.

Being in the public eye, you are all aware of what I hope is an excellent track record of hard work, team playing, critical thinking skills, communication skills, administration to details, research, etc.

Thank you again for the opportunity to apply and interview.

I appreciate your willingness to share your time and talents on all of our behalf.

Doug Johnson

Susan Howl

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Subject:

**From:** lane ayres [<mailto:lanebfa@gmail.com>]

**Sent:** Thursday, February 07, 2013 9:21 PM

**To:** Edina Mail

**Cc:** Joni Bennett; Morningside Neighborhood Association

**Subject:** damage to residential streets caused by heavy-weighted construction vehicles and dump-trucks.

Please distribute the below email I originally sent to Councilmember Bennett to all Planning Commissioners, City Council members, City Manager Scott Neal, City Engineer Wayne Houle, Community Development Director Cary Teague and Mayor Jim Hovland. The photo of a my granddaughter and I watching a large flatbed truck with an earth-digging vehicle on the original email did not copy into this forwarded email.

While I share Councilmember Bennett's comments below of finding a balance between the rights of property owners and of their neighbors on the teardown/rebuild issue, my point is different. It relates to the question of how much the homeowner abutting a new street pays for the rebuilding of that street. If you walk down Branson Street when it isn't covered with snow, you will see cracks in various directions all over the asphalt. This is a one block long street with little non-resident traffic. I believe that builders who use heavyweight construction vehicles in conjunction with new construction should be charged a fee per vehicle for the cumulative damage that over time they cause. Those fees can be used to offset the costs of city street repair and rebuilding. Thanks for considering this suggestion. Lane Ayres, 4407 Branson St.

----- Forwarded message -----

**From:** **Joni Bennett** <[jonibennett12@comcast.net](mailto:jonibennett12@comcast.net)>

**Date:** Thu, Feb 7, 2013 at 3:36 PM

**Subject:** Re: Photo from the front yard of 4407 Branson St.--early fall 2012

**To:** lane ayres <[lanebfa@gmail.com](mailto:lanebfa@gmail.com)>

Dear Mr. Ayres,

Thank you for your thoughtful email and photo illustration. I see today that you have forwarded it to the Morningside Neighborhood Association. The MNA Steering Committee is studying issues related to residential reconstruction and will convey information and make recommendations to the Planning Commission and City Council.

I encourage you also to send your comments and photo directly to City Hall for distribution to Planning commissioners and City Council members. You can find names and individual email addresses on the city website at [www.EdinaMN.gov](http://www.EdinaMN.gov). In the alternative, you can send a single email to [mail@EdinaMN.gov](mailto:mail@EdinaMN.gov) with the request that it be distributed to all Planning Commissioners, City Council members, City Manager Scott Neal, City Engineer Wayne Houle and Community Development Director Cary Teague.

Edina requires builders to pay for repair of damage to sidewalks, streets, curbs and gutters. It would be helpful to see the information you found about cities that require builders to pay for street reconstruction. Can you send it in the form of attachments to or hyperlinks in your email?

The Council is holding a work session with the Planning Commission at 5 p.m. on Tuesday, March 5. The meeting is open to the public, upstairs in the Community Room at City Hall, and will be audio

taped. Discussion at the meeting is conducted among commissioners, Council members and city staff. Residents are welcome to comment in advance or after the meeting.

I am looking forward to seeing recommendations for changes both in the zoning code (massing) and construction management ordinances, policy and practices. My goal is adoption of changes that will strike a balance between the rights of property owners to remodel and rebuild and the rights of neighboring property owners to peaceful enjoyment of their own property.

Thank you again for your email. Please let me know if you have any other questions or comments.

Sincerely yours,

Joni Bennett  
Edina City Council member  
[jonibennett12@comcast.net](mailto:jonibennett12@comcast.net)  
[952-927-0661](tel:952-927-0661)

On Feb 5, 2013, at 9:26 AM, lane ayres wrote:

Dear Councilmember Bennett, there has been a lot of discussion since last year about street and curb replacement in Edina and the percentage of the costs that are billed to the homeowners on a given street versus spread across city taxpayers. I have a suggestion for another way to recoup at least a small portion of the costs. The below photo is not the picture most prominent in my mind, but it is representative of my suggestion.

The above photo is of me with my then about 1 year old granddaughter Harriet. What is in my mind more I did not take photos of. Last fall a new house across the street and down from ours was being constructed after the previous house had been torn down. The address is 4310 Branson. There had to be lots of large trucks needed to haul away the house remains, but what I remember was later.

On another fall day my granddaughter, my wife and I spent the afternoon in our front yard. We watched over a period of time as between 35 and 40 or more large 16 wheeled dump trucks carried the dirt and sand away to make the hole for just this one new basement. Each truck must have weighed several tons empty, and many more when full. They were lined up in front of the house, then loaded and driven away one at a time, with empty trucks constantly pulling up. I could almost hear the asphalt groaning and feel the small breakup of it's composition as each truck went by our house.

There have been several new houses constructed in the last few years just on my one short block, and more are planned. It's clear that our street, Branson Street, will need replacement sooner because of this extra wear and tear. I suggest the enactment of some appropriately significant fee for new construction in Edina based on the number of vehicle trip in various weight categories that are needed for tear-down and construction. The need for road repair is an indirect cost of home-building, and it is reasonable for the builder to bear that cost. From a cursory internet search it appears this is already being done in other cities and states. I hope the City Council and Mayor will positively consider this suggestion.

Let me know if you have any questions or thoughts about this. Thanks for the good work you do for our city. Best wishes, Lane

--

Lane Ayres  
4407 Branson St., Minneapolis, Mn. 55424  
H- 952-929-4868 C- 612-616-5661

Subject: Edina/Hopkins School District Boundaries

To: Mayor James Hovland

Jim, hope all is well and you are having a good weekend.

As we have discussed and agreed upon during a couple of different conversations, the financial relationship between the City of Edina and the Edina School District is relevant to our neighborhood campaign to detach from the Hopkins School District and attach to the Edina School District.

I am trying to get a picture of this financial relationship, and cannot find much of use on the internet. I am hoping that given your support of our efforts, and that we are Edina taxpayers, the City and/or you can help on this.

In general, my objective is to get an understanding of the financial arrangements between the City and the School District. If I understand things right, there has been a history the City funding capital projects that are accessed by the School District through inter-governmental leases or other agreements. Not sure if there is anything over on the operating side of the city budget.

Seems to me the best way to accomplish the objective would be to get a schedule of all expired, in force and pending (e.g. under negotiation) agreements between the City and the School District, to include the following:

- Title of agreement.
- General description of subject matter of agreement
- Date of agreement
- Term of agreement
- Amount and schedule of funds or other consideration transferred or to be transferred between the School District and the City (either way)
- Use of proceeds received by either City or School District under the agreement
- Description of any indebtedness incurred by the City associated with the Agreement, including any collateral to secure the indebtedness
- Anything else relevant to the relationship between the City and the School District.

I'm thinking someone at the City must keep track of all this kind of thing, so hopefully there is something quickly available you can have sent. If I could get something by this Friday, it would be much appreciated. If I need to submit more formal to get this information (like a FOIA request or something else), please let me know right away.

If you or someone on staff want to discuss, best way to reach me is on my cell phone number (provided below). I look forward to hearing from you. Thanks for all your help.

Timothy W. Kuck  
Executive Vice President, Strategy & Business Development Universal Hospital Services  
6625 West 78th Street  
Suite 300  
Minneapolis, MN 55439  
612.309.1632 (mobile)  
952.893.3256 (direct), 952.607.3115 (fax), twkuck@uhs.com

Susan Howl

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**From:** Lynette Biunno on behalf of Edina Mail  
**Sent:** Monday, February 11, 2013 8:56 AM  
**Cc:** Susan Howl  
**Subject:** FW: New bike lanes--a note of support for the Edina City Council



**Lynette Biunno, Receptionist**

952-927-8861 | Fax 952-826-0389

[lbiunno@EdinaMN.gov](mailto:lbiunno@EdinaMN.gov) | [www.EdinaMN.gov](http://www.EdinaMN.gov)

...For Living, Learning, Raising Families & Doing Business

**From:** Cathy Gasiorowicz [<mailto:cathygaz@yahoo.com>]  
**Sent:** Sunday, February 10, 2013 4:42 PM  
**To:** Edina Mail  
**Subject:** New bike lanes--a note of support for the Edina City Council

Dear Members of the Edina City Council,  
After decades as Minneapolis residents, my husband and I moved to Edina July 2012. The lack of bike paths and lanes was nearly a dealbreaker for me, but in the end, the townhouse won out. Fast forward a few months and the landscape is changing!

As enthusiastic recreational bicyclists, we were thrilled to see bike lanes popping up around Edina and are deeply grateful to the City Council for supporting this initiative--no doubt you've had to deal with some intense opposition.

Thanks again for helping make Edina a more bike-friendly community!

Warm regards,  
Cathy Gasiorowicz

612.867.9804 cell  
[cathygaz@yahoo.com](mailto:cathygaz@yahoo.com)

Susan Howl

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**From:** Lynette Biunno on behalf of Edina Mail  
**Sent:** Wednesday, February 06, 2013 10:22 AM  
**Cc:** Susan Howl  
**Subject:** FW: Interesting Article on Portland Ore Transportation



**Lynette Biunno, Receptionist**

952-927-8861 | Fax 952-826-0389

[lbiunno@EdinaMN.gov](mailto:lbiunno@EdinaMN.gov) | [www.EdinaMN.gov](http://www.EdinaMN.gov)

...For Living, Learning, Raising Families & Doing Business

**From:** Andrew Brown [<mailto:andrew.r.brown@att.net>]  
**Sent:** Wednesday, February 06, 2013 9:40 AM  
**To:** Edina Mail  
**Subject:** Interesting Article on Portland Ore Transportation

Dear Mayor Hovland,

Below is a link to an interesting article on transportation in Portland Oregon, how it developed, where its going in relation to Minneapolis.

<http://www.minnpost.com/community-voices/2013/02/evolved-transit-city-portland-s-lesson-minneapolis>

Minneapolis is pushing for street cars going from downtown as far south as 46th street, could it ever be possible to have that run to 66th street and see a straight shot down 66th street from Southdale to the airport, giving people in Edina a legitimate option to taking Hwy 62 to the airport and downtown Minneapolis.

(<http://www.startribune.com/local/189070301.html>)

I fully understand the expense concern but its costing every commuter over \$695 in just delays alone, not including normal gas, insurance and repair costs, per year. (<http://www.startribune.com/local/east/189943801.html>)

It could also spur even more increased re-development in the Southdale Corridor, the old best buy store site, the old Wickes furniture site, and the Southdale Hospital facility to name just a few.

Attached/Linked below is the United Street Car company Tuscon AZ project.

<http://unitedstreetcar.com/projects/tucson-streetcar-project>

<http://www.tucsonstreetcar.info/>

<http://tucsonstreetcar.com/pdf/Building-the-Link.pdf>

Thank you again

Andy Brown

5512 Park Place

612-220-3045

Lunds 50th Grocery Stock crew 16 years

Financial analyst Satellite Shelters

Woody Ginkel  
4801 Woodhill Way  
Edina, Minnesota 55424

February 1, 2013

To: Member of the City of Edina City Council

Re: Neighborhood Association Policy

Dear Council Members:

I would like to make a few comments about the present proposal by the City of Edina to create new designated neighborhoods. I would like to comment on the noted purpose of your Neighborhood Association Policy and how such action would impact me.

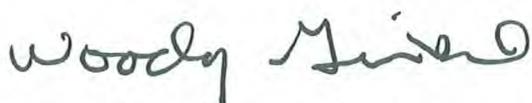
It appears that several people have spent much time to study and propose the creation of these new named neighborhoods. You describe this new policy's purpose as an action to facilitate communication between residents and City staff and officials. You envision that these new neighborhoods will foster interaction between individuals. How is the artificial creation of new "neighborhoods" going to accomplish this?

I don't believe that all of the possible ramifications of your potential plan have been scrutinized carefully. The mere creation of new neighborhoods with new names and new boundaries will not better communication. I feel the opposite will occur. Your actions are divisive. They are antagonizing people who live in named neighborhoods now. Some of us find it more than exasperating that you intend to change history with the notion that it will somehow make life better for all. You cannot force the idea of community for the common good on people. You will be terribly disappointed with the outcome.

I live at 4801 Woodhill Way in Sunnyslope. My wife and I and family moved here 25 years ago. Our neighborhood was platted over 70 years ago. There are 73 homeowners proud to live in this neighborhood. The original owner of my house moved here in 1949. He had an annual neighborhood Christmas party in his house going back to the 1950s. Our neighborhood has a Sunnyslope Association now. We have had two social gatherings every year for years and years. We publish an annual directory for all neighbors. We find now that you intend to place us in a new neighborhood called The Greater Country Club. I, and I believe the vast majority of my neighbors, have no interest in changing our name. I would have no interest in participating or being involved in a Greater Country Club neighborhood. Why would I? Why change history under the misguided belief that you are improving City wide communication?

I feel that your desire to improve your City by this action is at best pure wishful thinking. Should you approve this plan, you will not be creating new cooperation but rather fostering a very unhealthy confrontational atmosphere. I ask that you disapprove this plan.

Sincerely,



woody@ginkelproperties.com

Susan Howl

---

**From:** Lynette Biunno  
**Sent:** Monday, February 04, 2013 12:51 PM  
**To:** Scott Neal  
**Cc:** Susan Howl  
**Subject:** FW: Resident's opinion on PACS fee

Good afternoon,

This message has been forwarded to the Mayor and Council members and Scott Neal.



**Lynette Biunno, Receptionist**

952-927-8861 | Fax 952-826-0389

[lbiunno@EdinaMN.gov](mailto:lbiunno@EdinaMN.gov) | [www.EdinaMN.gov](http://www.EdinaMN.gov)

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**From:** Sharon Allison  
**Sent:** Monday, February 04, 2013 12:49 PM  
**To:** Lynette Biunno  
**Subject:** Resident's opinion on PACS fee

Lynette –

Please forward this to the City Council and Scott, from Pat Teynor, 952-938-1944:

Summary:

- On fixed income and cannot afford to pay additional fees
- Does not have internet/cable/newspaper delivery – cannot afford these additional expenses
- Cannot afford to put money in her grandkids cards
- Set up as an opt-out option for those on fixed income
- Make it voluntary so those who are wealthy can want the services pay for it
- Set up users fee similar to pet licensing – those who want it pay for it
- Creates liability – falling on sidewalk/getting hit on bike
- There are poor people in Edina
- No public process; feels sneaky
- Will be talking with her senior friends about this

She would appreciate a call.

Thanks,



**Sharon Allison, Public Works and Engineering Office Manager**

952-826-0449 | Fax 952-826-0392

[SAllison@EdinaMN.gov](mailto:SAllison@EdinaMN.gov) | [www.EdinaMN.gov](http://www.EdinaMN.gov)

...For Living, Learning, Raising Families & Doing Business

Sunday, January 27, 2013

To: Members of City of Edina City Council

Re: Creation of New Neighborhoods

We, residents of "Sunnyslope", strongly disagree with the ongoing initiative of the City of Edina to create new neighborhoods with new boundaries and new names. Sunnyslope is a neighborhood of 73 homes platted over 70 years ago. We take great pride in living in here and being known through history as Sunnyslope. We ask that you disapprove the current plan to no longer recognize Sunnyslope, ~~but~~ *and not* include it in a new area called Greater Country Club.

Woody Ginkel	4801 Woodhill Way
Gig Ginkel	4801 WOODHILL WAY
Stu L	4904 E Sunnyslope Rd.
Enfuss	4904 E. Sunnyslope Rd
Lisa Sporeum	4908 Ridge Place
Wentz	4916 Dale Drive
<del>WKW</del> Karina White	4916 Dale Drive
Mr. Jimmy Corrie	4929 W. Sunnyslope Rd.
Ray Kelly	4809 W. Sunnyslope Rd
Joe Eiten	4809 Hilltop LN
Doris Lundstrom	4912 Ridge Place
Joseph Joseph	4812 woodhill way
Kelly Jensen	4812 woodhill way
J. Dan Lehmann	4801 E. Sunnyslope Rd.

SUNNYSLOPE PETITION

Mark Sparano

4905 East Sunnyslope Road

Tom +  
Kirsten Corner

4900 Woodhill Way

Powray Wells 4809 Hilltop Lane

Amy Kelly 4809 W. Sunnyslope

Katy Barron 4928 Dale Dr.

Brant Pellogg 4804 W. Sunnyslope Rd.

Roxane Larson 4801 E Sunnyslope Rd.

Chris Sanders 4800 E. SUNNYSLOPE RD

Kathy Sandy 4800 E. Sunnyslope Rd

~~FOOD~~

Jane & Dutch 4816 Woodhill Way

4907 E Sunnyslope Rd

4907 E Sunnyslope Rd.

Rebecca

4907 E Sunnyslope Rd.

Steve Dietrich 4816 WOODHILL WAY

Scott M. Spencer 4905/8 Ridge Plum Eden

Maggie + Gayle Knade 4904 Ridge Place

Notes from the Edina Chemical Health Partners Meeting  
January 17, 2013

Hot Topic: Darin Erickson, Assistant Professor Division of Epidemiology & Community Health

He began with a description of what they do and what they don't do. Their focus of research and policy is the role of the environment and how it is related to the community. It combines public health and environmental influences. Darin stated that we like to say we do not deal with things under the skin, like genetics, personality etc. Those things are important in context but that is not what they study. We study the influences "outside the skin" and how that affects behavior. We talk about the environmental influences and associated problems.

Darin stated that we can start out by saying that there is fairly good evidence that as alcohol is more available, it is used more. Another way to say it is that as alcohol is more physically available, use increases. Such things as how many outlets there are, and the economic availability are the issues we look at. We ask and compare, what is the price of alcohol? This is the big topic of the day. The price is the hottest topic. The reason is that the cheaper it is, the more people use it. Hundreds of studies have looked at that. Increased alcohol use and problems go together. Alcohol is a dangerous drug. Some people ask, how could it be dangerous, if it is legal? It is necessary to use a clarification of the dangers. When you stack it up against other drugs that are not legal, alcohol comes out as very dangerous.

Policy changes that get at restrictions and that actually limit, are really designed to get at reducing availability. A comment was made that the MN Licensed Beverage Association desires to loosen restrictions on alcohol sales.

Darin stated that there is no research on relaxing the 60-40 ratio. He said that he cannot provide any information on that. Darin stated that he will talk about a couple of studies that might be of interest and the effects that these have. When a community requires the food and alcohol sales ratios, it essentially says that we aren't going to let anyone put up a bar. The ratios require a larger staff and a real kitchen. By doing this, it limits more alcohol outlets. He noted that you are increasing costs for the business. In a bar, alcohol is cheaply priced. By requiring food sales, alcohol is more expensive in a restaurant than in a bar. It curtails consumption. It is like a speed bump. This is all about slowing consumption. The ratios are all reasonable. I cannot definitively say it does these things, but pricing tells something. Darin noted that not every place uses a 40/60. For a research project on this food/alcohol sales ratios, you would have to look at the past 5 years. In trying to look at this, we can't randomly assign this. First of all, the data is not available. In the state of MN, we have 11,000 establishments in the state. We get this information from the State of MN, however we don't know when looking at the data, if it is a restaurant or a bar. It would be great if I could count up the number of bars and restaurants, and if I could compare beer/wine establishments to the full service liquor. In California, they do show the difference between licensees with

on/off sales of alcohol. They have 50 different types of licenses. They know much more about the specifics of their licensees, such as brew pubs, vineyards with alcohol service and so on. They do not have food and alcohol ratios, but they say you have to maintain a kitchen with specific license types. A bar or nightclub is a different type of license. One type of license requires a snack bar. In California, I can see all the establishments that have to sell food and those that don't. We know that a greater density of outlets leads to negative issues in the community. Higher density of bars is associated with more assaults. However, a higher density of restaurants is not associated with assaults. When looking at the density of off-sales establishments, this does not show a significant association with assaults.

A question was asked about whether population is calculated into this. Darin responded that a lot of us in this field of research, use the square miles or roadway miles to correlate the data. Imagine that you are at home, how far do you have to go to get it? What is the physical availability of it. If it is a mile, compared to three miles to get alcohol, that is what we are looking at. In calculations, the number of alcohol outlets is divided by the number of roadway miles. Census data such as home value, and income is thrown in too.

Darin stated that in another study, social workers looked at child maltreatment. The variable of the number of child maltreatment reports showed no relationship with restaurants versus more child maltreatment with bars. However, we are pretty confident that as alcohol becomes more available, we see that it is linked with crime and other effects. With the current state of knowledge, and as a researcher, I am not an advocate of increasing alcohol sales.

Discussion followed. It was noted that there seems to be a trend that there is a relaxing of alcohol sales. A comment was made that the Sunday ban is dropping in other states. There has been some talk of getting rid of the ban in Minnesota. We did see the change from ending bar sales at 1 AM to 2 AM. These efforts for relaxing alcohol sales are widespread across the country. A comment was made that privatization has been greatly changed across the nation. Statewide municipals have gone away. Another comment was that density in our nearest neighbor to the north, in Minneapolis--- there has been a 40% increase in alcohol licensees. There are many economic factors. Some of the economic decisions are winning the battle versus public health considerations. Public health is losing out to economic factors. The data is pretty straightforward. It doesn't make sense that we could increase over 40% and not see an effect. A question was asked about what is exactly the difference between a bar and a restaurant? What about the restaurants that have bars inside...essentially barstaurants? One could be a corner bar and the other could be a downtown bar with seating for 800. Some restaurants are a breakfast, lunch and dinner diner, and then transform into a bar at night. Darin stated that one way that researchers can look at this is to look at the fire capacity, the paper you see hung on the wall, otherwise every establishment in Minnesota is counted the same. For example, there is Appleby's with a full bar, Pizza Hut with a beer license and Chucky Cheese with beer only. We also have the 3.2 issue. Darin noted that he can separate the spirits issue versus beer only.

He stated that as we are getting more restaurants with bars in the restaurants, it is getting harder to tease apart. If you walk into an Appleby's at 9PM, it will look like a bar. From a community perspective, we can look at it. Appleby's probably functions largely as a bar at night.

Mary Brindle noted that there is a trend toward a TAPAS or small plate. If you order the small plate, and the liquor cost is high, the 40/60 ratio is blown apart. The price points look good in the Edina establishments. The premium margaritas start at \$10.00. We are looking at the trends right now. We have never had a happy hour and now we have a happy hour. The restaurants at 50th and France are jubilant. The Edina Grill and Mozza Mia are saying sales are up. It is true that there is a general relaxing of the ordinances, but we can't say that we cannot look at the real world. What we determined was that we prohibited the "twofers". We gave the businesses a choice to re-price. We are still making it harder than in some of the other communities. The police officers don't set policy. Ancectodally, there have been no increase in calls for service to the police, since the happy hour was established. We have the police officers prevalent in the community. They are visible, and they are part of the fabric of the community. They are seen at the shopping areas, and the mall. Business owners appreciate this. A comment was made that "Uptown" in Minneapolis is the best example where rampant bar culture caused community problems. When so many licenses were added, it became like a localized clubbing scene. Edina is not a club atmosphere. We have a unique feel. Brian made the comment that the police are on the back end of the night. We don't play around. At Point of France, we will prosecute, we aren't going to do shenanigans. Darin noted that we are talking about a whole set of diverse communities. We may think that when density goes up, affluent communities can probably buffer this. In research, our hypothesis was that poorer neighborhoods would show greater effects from increased density. It seemed that cohesive communities, with neighborhood associations would buffer crimes, and that a tightly knit community could deal with issues. However, there was no relationship. If there are more bars, there are more problems. Mary stated that the ratios will be looked at during an upcoming work session, and it might be in the first quarter. A comment was made that Do-Town is a focus on healthy behaviors for the community that Edina has endorsed. There are pledges made for important topics. It seems like Do-Town should consider substance abuse.

Dear

Edina City Council 2/5/13

I believe that we need to stop killing our pets. The coyotes are killing them and send them away however we need to trap them and send them to not come back. I do not want you to kill the coyotes. I hope you will consider my idea.

Abby Gardner  
Age 10

Susan Howl

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**From:** James Hovland  
**Sent:** Tuesday, February 12, 2013 2:18 PM  
**Cc:** Susan Howl  
**Subject:** FW: more MMBA info



**Lynette Biunno, Receptionist**

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...For Living, Learning, Raising Families & Doing Business

**From:** Scott Neal  
**Sent:** Tuesday, February 12, 2013 1:40 PM  
**To:** 'Jay Carroll'; James Hovland; [jonibennett12@comcast.net](mailto:jonibennett12@comcast.net); [josh@joshsprague.com](mailto:josh@joshsprague.com); [swensonann1@gmail.com](mailto:swensonann1@gmail.com); Mary Brindle (Comcast); Steve Grausam; Greg Keehr  
**Subject:** RE: more MMBA info

Mr. Carroll –

The City dedicated a great deal of time and effort in 2011 to investigate allegations of wrongdoing against Mr. Grausam and Mr. Keehr. We concluded the allegations were without merit, and I shared that response with you via email. Your most recent email simply repeats allegations that have been previously investigated and resolved. I do not intend to invest additional time and effort to investigate allegations again.



**Scott Neal, City Manager**

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...For Living, Learning, Raising Families & Doing Business

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Read my blog at [City blogs](#).

**From:** Jay Carroll [<mailto:jc331@aol.com>]  
**Sent:** Monday, February 11, 2013 3:55 PM  
**To:** James Hovland; Scott Neal; [jonibennett12@comcast.net](mailto:jonibennett12@comcast.net); [josh@joshsprague.com](mailto:josh@joshsprague.com); [swensonann1@gmail.com](mailto:swensonann1@gmail.com); Mary Brindle (Comcast); Steve Grausam; Greg Keehr  
**Subject:** more MMBA info

Hello to all,

I thought you would all like to know something else pertinent to the MMBA Scholarship money that Director Grausam received. The MMBA newsletter posted on the Internet verifies the Mr. Grausam was actually a Board Director of the MBAA the year that his family received the money. The scholarship award winners are chosen by their Board of Directors. I would think that the MMBA would have considered that a conflict of interest.

Also, noted in the 2013 application for the scholarship, of which I have a copy, is that it is awarded to full-time and part-time MMBA families' members only. How come the other dues paying MMBA members like a Johnson Bros. representative or a beer distributor's family don't also qualify? In my opinion, they want the money to go to the decision maker's family. Quid pro quo, it is as simple as that! Also, not a single Edina Liquor store employee that I have surveyed recently, has ever heard or seen of this significant

benefit. Nothing posted in-store or mentioned in a newsletter. I have heard of at least one Edina Liquor Store family that would have been extremely interested in the opportunity to receive financial aid for their children's college!

How much ineptitude are we going to endure? They can't even post a piece of paper on the wall in the employee room.

Sincerely, Jay Carroll

Susan Howl

---

**From:** James Hovland  
**Sent:** Monday, February 11, 2013 4:07 PM  
**Cc:** Susan Howl  
**Subject:** FW: more MMBA info



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**To:** James Hovland; Scott Neal; [jonibennett12@comcast.net](mailto:jonibennett12@comcast.net); [josh@joshsprague.com](mailto:josh@joshsprague.com); [swensonann1@gmail.com](mailto:swensonann1@gmail.com); Mary Brindle (Comcast); Steve Grausam; Greg Keehr  
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Sincerely, Jay Carroll

Susan Howl

---

**From:** James Hovland  
**Sent:** Monday, February 11, 2013 3:38 PM  
**Cc:** Susan Howl  
**Subject:** FW: research



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...For Living, Learning, Raising Families & Doing Business

**From:** Jay Carroll [<mailto:jc331@aol.com>]  
**Sent:** Monday, February 11, 2013 3:07 PM  
**To:** James Hovland; Scott Neal; Steve Grausam; Greg Keehr; [jonibennett12@comcast.net](mailto:jonibennett12@comcast.net); [josh@joshsprague.com](mailto:josh@joshsprague.com); [ryan.gauthier@patch.com](mailto:ryan.gauthier@patch.com); Mary Brindle (Comcast); [swensonann1d@gmail.com](mailto:swensonann1d@gmail.com)  
**Subject:** research

Edina City Officials and employees of the City of Edina,

As a concerned resident, I wanted to pass along the information regarding the location of the Minnesota Statute regarding "gifts". It is Mn Stats. 471.895 with various subdivisions. I believe that both the gas grill and scholarship money readily fit the descriptions of gifts. Both Director Grausam and Mr. Keehr both easily qualify as "interested parties". They are both decision makers and received personal gifts from a person or entity to that the City of Edina issued checks, for goods and or services.

Regards, Jay Carroll

**Subject:** State of the City

Manager Neal, Mayor Hovland and others,

It now looks like our Liquor Store Director Grausam is speaking out officially and publicly for our well-being. Please see the Patch article of this past week. With his statements now in the public domain and as a senior employee in the ranks of Edina City Hall Management, I think we all would like to know when he would suggest that we put our kids to bed and where our families' should worship. Are you kidding me! I didn't know he had a medical degree nor the right to any platform and in the purview of his job, to comment on the City of Edina's official policies. I don't care about his personal opinion. He is not a resident of Edina and I sure did not think he had an official opinion on the personal choices of the residents of Edina. Remember, this is the same person who received a college scholarship from the MMBA (Minnesota Municipal Beverage Association) for his family. This significant amount of money was awarded by the MMBA, who's members are made up of Municipal Liquor Stores and receive most of their money from the vendors and suppliers who pay large amounts of money to also be members. This whole MMBA relationship in my opinion, is fraught with conflicts of interest. Yes Manager Neal, you already told me, somebody somewhere in the halls of our City Hall said it was okay for him to keep the money. Manager Neal, please state again the policy regarding a City of Edina employee receiving cash or gifts in kind from any entity that that City of Edina has a business relationship with, I'm confused? This would be no different if there was a Minnesota State City Manager's Association (is there/don't know?) and the City of Edina pays into their Assoc.'s account \$5,000 a year to be a member. There are also private enterprises that pay in even larger amounts of money to be members and that they sell services and goods to the respective cities for which you are the decision maker for these goods and services, for the most part. Every year they award large amounts of money back to a select few of the City Managers. Manager Neal, I believe I know you well enough to know, that you would not accept the money or if you did, it would go into the City's treasury. Please tell us again why this was allowed to happen.

Second item. I'm also reminded of the ads that are still appearing on the flat screen monitors when shopping in our three liquor stores. There are ads for enterprises (restaurants, bars and products) that have no relationship to the City of Edina. As far as I know, there is also no revenue stream from letting this promotional company place ads in our stores. To verify, ask the Liquor Store Director, it was his buddy that put in the screens. I've got an idea, maybe we should start placing Phillips Vodka ads on the sides of our city lawnmowers, our street sweepers could showcase Park Tavern and our snowplows could have decals from Budweiser or at least be pulled by Clydesdales! When is this nonsense going to stop. Just because the net profit revenue created by our Municipal Liquor Stores helps offset some of the cities' less well performing departments does not mean they they should not be overseen any less. The actual "net profit margin" of the Edina Liquor Stores would not rival what the successful private stores would consider acceptable. Municipal liquor stores have monopolies, plain and simple. We could have the reps stock the shelves (some already do) automatic re-ordering (some already do) and have self-checkout with oversight, now that would be really profitable! We might need carry-outs, we Edina folk like help with the bags and boxes. If anything, there should be more oversight not less. Product placement incentives are rampant and thriving in the Liquor Store Industry. If I'm a private Liquor Store owner, I can take any and all of the incentives that come my way, or simply ask for lower pricing. Who is watching the "store"?

Last item, over a year ago Manager Neal you stated that a Liquor Store manager turned over/brought in a gas grill to the City. The manager stated that he did not know why the grill was delivered to his house. Hmm, very interesting, this was also collaborated by Director Grausam. First of all, you did not note in your response that the grill did not get turned in until after there was speculation of it's existence. Also, the time of the grill's original delivery to the manager's residence in Minneapolis was over a year and a half earlier. The time delta of the grill's original delivery and it's subsequent "turning in", in my opinion is salient to the whole matter. I would think if I was an employee of the City of Edina and I received a package at my house and was unsure or it's origin but knew it had something to do with my job, I would think a reasonable amount of time to turn it in would be maybe a day or two. Not several years later after being used. In my opinion, I would suggest there

some real problems with the time line and subsequent official actions, or lack of, of this whole matter. It also came to my attention recently of a private liquor store owner that was wined, dined and played golf on a distributor's dime at a winery in California. While this is a common occurrence, it was refreshing to know it was enjoyed by someone who could engage in that sort of enterprise because rather than getting better pricing on his purchases for his store, he chose to take it in the form of a vacation. By the way Manager Neal, you should attend the MMBA annual meeting this year at Arrowwood Resort in Alexandria in May. If you like the finest wine, the finest spirits, fine food, door prizes and golf, you will absolutely want to go every year.

Finally, following the lead of Director Grausam's recent promulgation, if the new way to get things "aired" is to go the Patch and publish opinions on and for the City of Edina, I would suggest that the City could efficiently speak on the Patch of many significant official investigations, management firings and sensitive situations and fully inform the residents, voters and taxpayers of Edina.

Jay Carroll        P.S. To save time, please remind the City Attorney to instruct the City Council Members not to respond or comment on this email, like he informed them to do last year. For the record, only two Council members have ever responded to the many emails that I have written. So much for listening to the constituency, socratic dialogue and transparent government.