

**HOPKINS CITY COUNCIL
AGENDA
Tuesday, February 13, 2024
6:30 pm**

**THIS AGENDA IS SUBJECT TO CHANGE
UNTIL THE START OF THE CITY COUNCIL MEETING**

Schedule Special HRA Meeting after City Council meeting

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

IV. CONSENT AGENDA

1. Minutes of the February 6, 2024, Regular Meeting Proceedings
2. Approval of 2024-2026 Contract with Police Officers Association; Bishop
3. Approval of MOU with Police Officers Association for 2023 Wages; Bishop

V. PUBLIC HEARINGS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Resolutions Approving Planned Unit Development Agreement, PUD Site Plan Review, Preliminary and Final Plat Review for 325 Blake Road; Krzos
2. Approval of the First Amended and Restated Contract for Prive Redevelopment between the City of Hopkins and Alatus Hopkins; Elverum

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meeting: Tuesday, February 20 at 6:30 p.m.

X. ADJOURN

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
FEBRUARY 6, 2024**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, February 6, 2024, at 6:38 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund and Hunke attending. Council Member Balan was absent. Others attending included City Manager Mornson, City Clerk Domeier, Finance Director Bishop, Community Development Manager Needham, Special Projects and Initiatives Manager Imihy Bean and City Attorney Riggs.

ADOPT AGENDA

Motion by Hunke. **Second** by Garrido.

Motion to Adopt the Agenda.

Ayes: Garrido, Goodlund, Hanlon, Hunke
Nays: None. Absent: Balan. Motion carried.

PRESENTATIONS

III.1. Proclamation Recognizing February as Black History Month; Imihy Bean

Special Projects and Initiatives Manager Imihy Bean summarized City Council Report 2024-13. The City recognizes February as Black History Month to honor Black residents and staff members who have made these contributions to Hopkins and to recognize the City's role in perpetuating racial disparities while reaffirming a commitment to true inclusion going forward.

Motion by Hunke. **Second** by Garrido.

Motion to adopt a Proclamation Recognizing February as Black History Month.

Ayes: Balan, Garrido, Goodlund, Hanlon, Hunke
Nays: None. Absent: Balan. Motion carried.

III.2. Minnehaha Creek Watershed District Project Update; Elverum

Michael Hayman. Director of Project Planning with the Minnehaha Creek Watershed District (MCWD) provided an update on their work in the Blake Corridor including Cottageville Park and the 325 Blake Road site.

CONSENT AGENDA

Motion by Garrido. **Second** by Goodlund.

Motion to Approve the Consent Agenda.

1. Minutes of the January 5, 2024, Goal Setting Retreat Proceedings
2. Minutes of the January 16, 2024, Special Meeting Proceedings
3. Minutes of the January 16, 2024, Regular Meeting Proceedings
4. Resolution Appointing Election Judges for the March 5, 2024, Presidential Nominating Primary; Domeier

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
FEBRUARY 6, 2024**

5. Resolution Establishing a Polling Place in the City of Hopkins for the Hennepin County Commissioner District Special Elections on April 30 and May 14, 2024; Domeier
6. Resolution Recommending Appointments to the Charter Commission; Domeier
7. Ratify Checks Issued in January 2024; Bishop

Ayes: Garrido, Goodlund, Hanlon, Hunke
Nays: None. Absent: Balan. Motion carried.

NEW BUSINESS

VII.1. Resolution Affirming the City of Hopkins Mission Statement and Adopting the 2024 Goals and Strategic Plan for the City of Hopkins; Mornson

City Manager Mornson summarized the 2024 Mission and Goals of the Hopkins City Council. He provided a presentation that included the 2023 accomplishments and plans for 2024.

Motion by Hunke. **Second** by Garrido.

Motion to Adopt Resolution 2024-006 Affirming the City of Hopkins Mission Statement and Adopting the 2024 Goals and Strategic Plan for the City of Hopkins.

Ayes: Garrido, Goodlund, Hanlon, Hunke
Nays: None. Absent: Balan. Motion carried.

ANNOUNCEMENTS

City Manager Mornson noted that the meetings for March are changed due to elections and scheduling conflicts. Mayor Hanlon reviewed the upcoming meeting schedule.

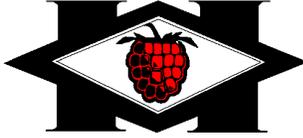
ADJOURNMENT

There being no further business to come before the City Council, and upon a motion by Hunke, second by Goodlund, the meeting was unanimously adjourned at 7:25 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



Finance Department

CITY OF HOPKINS

City Council Report 2024-016

To: Honorable Mayor and Council Members
Mike Mornson, City Manager

From: Nick Bishop, Finance Director

Date: February 13, 2024

Subject: Approval of 2024-2026 Contract with Police Officers Association

RECOMMENDED ACTION

MOTION TO approve 2024-2026 Union Contract with the Hopkins Police Officers Association

OVERVIEW

The City completed a compensation study in early 2023 to better understand market conditions citywide. There was a market gap for police officer compensation and due to the tight labor market for qualified police officers regionally. The Police Officer Association has agreed to a separate memorandum of understanding that implements the results of the compensation study as of 9/10/2023. Both the MOU and 2024-2026 contracts were negotiated jointly. The 2024-2026 contract should only be approved if the MOU is also approved.

The contract calls for a 4.0% wage increase effective January 1, 2024 and a 3.0% wage increase effective January 1, 2025 and 2026. Insurance contributions are consistent with other settled contracts. The contract includes higher rates of pay for field training officers, on call detective pay, K-9 officer pay and implements a fitness incentive. The compensation in this agreement is consistent with the results of the compensation study and has increases that allow Hopkins to be competitive in the labor market.

The approved 2024 budget was prepared based on staff's best estimate for a settled contract and included estimates for wage increases and step movements similar to other settled contracts. The contract being proposed does exceed budgeted amounts. The City Council authorized the hiring of two new police officer positions with Minnesota Public Safety Aid. In order to stay within budget, staff is proposing hiring one position and using the remaining funds for the increased contract amounts.

SUPPORTING INFORMATION

- 2024-2026 Contract with Hopkins Police Officer Association

MASTER LABOR AGREEMENT

BETWEEN

CITY OF HOPKINS

AND

HOPKINS POLICE OFFICER'S ASSOCIATION

January 1, 2024, through December 31, 2026

TABLE OF CONTENTS

ARTICLE 1. PURPOSE OF AGREEMENT	4
ARTICLE 2. RECOGNITION	4
ARTICLE 3. DEFINITIONS	5
ARTICLE 4. EMPLOYER SECURITY	6
ARTICLE 5. EMPLOYER AUTHORITY	6
ARTICLE 6. BULLETIN BOARDS	6
ARTICLE 7. PAYROLL DEDUCTION FOR DUES	7
ARTICLE 8. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE	7
ARTICLE 9. SAVINGS CLAUSE	11
ARTICLE 10. SENIORITY	11
ARTICLE 11. DISCIPLINE	13
ARTICLE 12. CONSTITUTIONAL PROTECTION	14
ARTICLE 13. WORK SCHEDULES	14
ARTICLE 14. OVERTIME	14
ARTICLE 15. COURT TIME	16
ARTICLE 16. CALL BACK TIME	16
ARTICLE 17. WORKING OUT OF CLASSIFICATIONS	16
ARTICLE 18. INSURANCE	16
ARTICLE 19. STANDBY PAY	18
ARTICLE 20. UNIFORMS	18
ARTICLE 21. OFFICER IN CHARGE AND FIELD TRAINING OFFICER	19

Police Officers

ARTICLE 22. INJURY ON DUTY	19
ARTICLE 23. FITNESS INCENTIVE	19
ARTICLE 24. WAIVER	20
ARTICLE 25. SUPPLEMENTAL RETIREMENT	21
ARTICLE 26. HOLIDAYS	21
ARTICLE 27. FLEX LEAVE	22
ARTICLE 28. ADVANCE RESIGNATION NOTICE PROGRAM	22
ARTICLE 29. TUITION REIMBURSEMENT PROGRAM	22
ARTICLE 30. COMPENSATORY TIME PAYOUT	22
ARTICLE 31. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN	23
ARTICLE 32. DURATION	23
APPENDIX A.....	24
APPENDIX B.....	27

ARTICLE 1. PURPOSE OF AGREEMENT

This agreement is entered into on February 13, 2024, between City of Hopkins, hereinafter called the EMPLOYER, and the HOPKINS POLICE OFFICER'S ASSOCIATION, hereinafter called the ASSOCIATION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION

2.1 The EMPLOYER recognizes the ASSOCIATION as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 3, for all police personnel in the following job classifications:

- Detective
- Patrol Officer
- Canine (K-9) Officer
- DWI Officer
- School Resource Officer

2.2 In the event the EMPLOYER and the ASSOCIATION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 ASSOCIATION: The Hopkins Police Officer's Association.
- 3.2 ASSOCIATION MEMBER: A member of the Hopkins Police Officer's Association.
- 3.4 BASE PAY RATE: An employee's wage without additional pay such as longevity or any additional incentives.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 DEPARTMENT: The Hopkins Police Department.
- 3.6 EMPLOYER: The City of Hopkins.
- 3.7 CHIEF: The Chief of the Hopkins Police Department.
- 3.8 ASSOCIATION OFFICER: Officer elected or appointed by the Hopkins Police Officer's Association.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.14 CONTINUOUS VACATION PERIOD: A period of time in which the employee uses at least three (3) days of vacation time between two scheduled shifts.

ARTICLE 4. EMPLOYER SECURITY

The ASSOCIATION agrees that during the life of this AGREEMENT that the ASSOCIATION will not cause, encourage, participate in or support any strike, slowdown or other interference with the normal function of the EMPLOYER.

ARTICLE 5. EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this AGREEMENT.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6. BULLETIN BOARDS

6.1 The City shall provide reasonable bulletin board space for use by the Association in posting notices of Association business and activities; said bulletin board space shall not be used by the Association for political purposes other than Association elections.

ARTICLE 7. PAYROLL DEDUCTION FOR DUES

7.1 In recognition of the Union as exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of regularly monthly union membership using the procedure outlined in state law.

7.3 Hold Harmless Provision. The Association will indemnify, defend and hold the City harmless against any and all claims made and against any suits instituted against the City, its officers or employees, by reason of deductions under this Article.

ARTICLE 8. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

8.1 DEFINITION OF A GRIEVANCE

A Grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

8.2 ASSOCIATION REPRESENTATIVES

The ASSOCIATION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and change in the position of Steward and/or alternate.

The EMPLOYER will recognize REPRESENTATIVES designated by the ASSOCIATION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

8.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the ASSOCIATION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE

Police Officers

AND ASSOCIATION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the EMPLOYEE and the ASSOCIATION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

8.4 PROCEDURE

Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedures:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall within twenty-one (21) calendar days after such alleged violations have occurred, present such grievance in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the ASSOCIATION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the ASSOCIATION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the ASSOCIATION the EMPLOYER'S Step 2 answer in writing

Police Officers

within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the ASSOCIATION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the ASSOCIATION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the ASSOCIATION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the ASSOCIATION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the ASSOCIATION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the Bureau of Mediation Services.

8.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the ASSOCIATION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days

Police Officers

following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the ASSOCIATION and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the ASSOCIATION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the ASSOCIATION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the ASSOCIATION in each step.

8.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who had completed the required probationary period, the grievance may be appealed either to Step 4 of the Article 8 or to the Police Review Committee. If appealed to the Police Review Committee,

Police Officers

the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 8. The aggrieved employee shall indicate in writing which procedure is to be utilized Step 4 of Article 8 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 8.

Nothing in this contract shall prevent the employee from pursuing an Equal Employment Opportunity Commission (EEOC) claim and a grievance.

ARTICLE 9. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Hopkins. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department as a full time sworn Police Officer, except that employees re-entering the Police Department after less than one year from the date of severance shall have their original date of hire adjusted forward by the number of days they were separated from the Department. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

Police Officers

- 10.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the EMPLOYER.
- 10.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.
- 10.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 10.5 Shift assignments for employees assigned to the patrol functions of the DEPARTMENT shall expire four times each year, and shall be re-bid at least one month prior to such expiration. Senior qualified employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment. For the purposes of training newly hired officers during their probationary year, the Department may assign the least senior non-probationary employee off the team desired by the administration to accommodate training the probationary employee if there are no volunteers available. The Department may not assign the same senior qualified officer off of their requested shift for more than one (1) quarter in any year to accommodate training of the probationary employee. Employees classified or assigned by EMPLOYER as Investigator, Canine Officer, or Narcotics Officer shall work shift assignments as determined by the department head.
- 10.6 One continuous vacation (at least three (3) days) period shall be selected on the basis of seniority until March 31 of each calendar year.

ARTICLE 11. DISCIPLINE

11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a) oral reprimand;
- b) written reprimand;
- c) suspension;
- d) demotion; or
- e) discharge.

11.2 Suspension, demotions and discharges will be in written form.

11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Written documentation of administrative memos and coaching documentation are to be removed from the employee's personnel file by the Employer after one year from the date the document was created if the behavior does not continue.

11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

11.5 Discharges will be preceded by a five (5) day suspension without pay.

11.6 Employees under investigation will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have an ASSOCIATION representative present at such questioning.

11.7 Grievances relating to this ARTICLE shall be initiated by the ASSOCIATION in Step 3 of the grievance procedure under Article 8.

ARTICLE 12. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 13. WORK SCHEDULES

13.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training;
- d) authorized leave time.

13.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

13.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum/maximum number of hours the EMPLOYER may assign employees.

ARTICLE 14. OVERTIME

14.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article. Employees may elect to take comp time in lieu of overtime pay. Employees taking comp time will be compensated with paid time off at one and one-half (1 1/2) the amount of overtime worked. Comp time shall be taken in the same manner as vacation or flex time. Employees shall be allowed up to a maximum of 48 hours of accrued comp time. Any amount of accrued comp time over the maximum amount will be paid to the employee at the standard overtime rate. Any employee leaving the municipal service shall be compensated for all comp time accrued to the date of separation at the standard overtime rate.

Police Officers

- 14.2 Assigned overtime (overtime not created by a late arrest, court appearance or other circumstances unique to a specific officer) will generally be assigned by the Employer on the basis of seniority, meaning that overtime opportunities will be offered first to the most senior, available officer and overtime assignments for which no volunteers are forthcoming may be assigned by inverse seniority. The department may select and assign personnel to special overtime details such as neighborhood meetings, police outreach programs and interview panels regardless of seniority. However, overtime assignments immediately following the conclusion of a scheduled shift shall first be offered to officers working such shift by seniority.
- 14.3 The department will compensate officers at the standard overtime rate for all in-house training, mandatory training, and mandatory Department meetings. With the permission of their supervisor, an officer may elect to take comp time in lieu of overtime pay. SWAT Team Training on days off shall be compensated with Comp time unless the employee will exceed the maximum allowed comp time accrual. Any hours above the maximum accrual will be paid as overtime. All other training time will be compensated by direct exchange time or by pay at the regular straight time wage rate.
- 14.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 14.5 Overtime will be calculated to the nearest one-tenth of an hour.
- 14.6 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE 15. COURT TIME

An employee shall receive one hour of overtime for cancellation of a court appearance within 24 hours of the scheduled appearance. If an employee had been on standby for court and the appearance is canceled, compensation shall be the greater of one hour of overtime or the stand-by pay earned.

ARTICLE 16. CALL BACK TIME

An employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. An officer called back for court appearance will receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE 17. WORKING OUT OF CLASSIFICATIONS

Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 18. INSURANCE

18.1 Effective January 1, 2024, the EMPLOYER will contribute the following per month per employee based on their election:

Single	\$1,225.32
Single +1	\$2,014.14
Single +Children	\$1,989.38
Family	\$2,043.50

Police Officers

18.2 Effective January 1, 2025 and January 1, 2026, the EMPLOYER will contribute based on the most expensive insurance plan, the City will increase its contribution by:

- Single - 95% of the amount of the premium increase
- Single + 1 - 75% of the amount of the premium increase
- Single + Children - 75% of the amount of the premium increase
- Family - 60% of the amount of the premium increase

However, in no event shall the ratio of total exposure to the Employee (Calculated by the city's contribution divided by combining total premium, deductible and co-pay (if applicable)) fall below:

- Single – 95% Employer contribution / 5% Employee contribution
- Single + 1 - 75% Employer contribution / 25% Employee contribution
- Single + Children - 75% Employer contribution / 25% Employee contribution
- Family - 60% Employer contribution / 40% Employee contribution

If the ratios for any of these categories (single, single+, family) drop below these percentages, the employer shall increase its contribution to at least these minimums.

18.3 All employees shall receive a minimum of single group health insurance coverage. Employees with single insurance coverage, who were hired prior to September 1, 2004, will be eligible to commit the difference between single coverage expense and the EMPLOYER contribution to obtain certain mutually agreed appropriate benefits, such as deferred compensation, additional insurance, or cash. If the benefit is taken as cash, the amount will be reduced by payroll taxes.

18.4 Employees who choose to opt out of the City's health insurance program will receive \$325.00 to obtain certain mutually agreed appropriate benefits. Employees wishing to opt out must provide proof of insurance coverage through another provider. In lieu of the \$325.00, employees hired after September 1, 2004 will receive \$100.00 per month if they opt out of the City's health insurance program.

ARTICLE 19. STANDBY PAY

Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE 20. UNIFORMS

The EMPLOYER shall provide required uniform and equipment items to all new employees as stated in Appendix B. The Employer shall provide the initial issue uniform and equipment in the event of a mandatory change in uniform or equipment. The specific items provided by the employer will be limited to those that are required to be replaced due to the mandatory change, according to Appendix B and including any additions to Appendix B. All employees shall receive an annual uniform and equipment allowance. See Chart below.

2024 - \$1,000

2025 - \$1,050

2026 - \$1,100

The allowance shall be paid on or near January 1 annually as a separate check. An employee employed less than twelve months shall receive a prorated amount of allowance. Items purchased with this allowance are intended solely for use as an employee of the city. Uniform allowance may be used to purchase any items not expressly prohibited by the department. If any items need replacement after an employee's allowance has been exhausted, such replacement is the responsibility of the employee.

ARTICLE 21. OFFICER IN CHARGE AND FIELD TRAINING OFFICER

- 21.1 Effective January 1, 2022 An officer specifically designated "Officer in Charge," shall be paid at a rate equal to the 7.5% their base pay rate.
- 21.2 Effective January 1, 2024, An officer specifically designated "Field Training Officer" which includes the Firearms, Use of Force and Taser Instructors, shall be paid \$5.00. per hour above their regular pay rate. F.T.O. pay would be paid to officers who are trained in their discipline during the hours that they are actually training officers.
- 21.3 Officers may not earn OIC and FTO pay concurrently. If absent a Sergeant, the senior officer acting in the role as an FTO does not qualify for OIC pay, the next senior qualified Officer shall act as OIC and receive the OIC pay rate.

ARTICLE 22. INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days (720 hours) per injury, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments.

ARTICLE 23. FITNESS INCENTIVE

23.1 The City agrees to implement an annual fitness incentive program to be announced by Police Administration before July 1, 2024. All Employees who pass the required testing will be eligible for the incentive payment in January 2025 and in the years after. The fitness incentive amount will be equivalent to 1% of the employee's base pay.

23.2 In the event, Police Administration is unable or unwilling to announce the parameters of the fitness incentive program by July 1, 2024, the Employees will automatically receive the incentive.

ARTICLE 24. WAIVER

24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

24.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT. The EMPLOYER and the ASSOCIATION each voluntarily and un-qualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 25. SUPPLEMENTAL RETIREMENT

The EMPLOYER agrees to provide an additional retirement contribution of \$25.00 per month per sworn officer for a variable annuity retirement plan approved by the Police Civil Service Commission and the 1971 Hopkins City Council.

ARTICLE 26. HOLIDAYS

Employees shall receive twelve (13) holidays per year (104 hours) toward the two thousand and eighty (2,080) hour work year requirement. An EMPLOYEE required to work a shift on New Year's Day, President's Day, Martin Luther King's Birthday, Easter, Memorial Day, Juneteenth, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve or Christmas, shall be eligible for holiday pay. For the purpose of this section, if 50% or more of a full work shift falls on one of the holidays, the full shift shall be compensated at holiday pay. If less than 50% of any full shift falls on one of the above holidays, no holiday pay shall be paid. Holiday pay shall be 1/2 times the basic hourly rate, making the full compensation for a holiday shift one and one-half (1 1/2) times the basic hourly pay rate. However, for hours worked in excess of the employee's regularly scheduled shift on a holiday, employees shall be compensated at two (2) times their regular base rate of pay. Under no circumstances will the total compensation for the work on a holiday exceed two (2) times the basic pay rate. Employees can carry over (8) hours of holiday time from year to year.

In the event an officer leaves prior to the end of the year, a pro-rated amount of holiday leave will be withheld from employees leave accruals.

ARTICLE 27. FLEX LEAVE

27.1 Flex Leave Adopted. The City of Hopkins Flex Leave Program is hereby adopted.

27.2 No Diminution of Benefits. The employer will not diminish or decrease benefits available under the Flex Leave Program while this Agreement is in effect.

ARTICLE 28. ADVANCE RESIGNATION NOTICE PROGRAM

The City of Hopkins Advance Resignation Notice Program is hereby adopted.

ARTICLE 29. TUITION REIMBURSEMENT PROGRAM

Employees will be eligible to use the City's Tuition Reimbursement Program pursuant to the Citywide tuition reimbursement policy.

ARTICLE 30. COMPENSATORY TIME PAYOUT

Prior to the start of each calendar year, employees may elect to receive up to 48 hours of compensatory time to be earned in the next calendar year in taxable compensation in that next calendar year. Once the calendar year to which the election relates has begun, the election is irrevocable. Compensatory time elected to be received in cash shall be the first compensatory time hours earned in the calendar year. The cash shall be paid through payroll at the time it would have been earned thereby ensuring payment shall be made within 2.5 months following the end of the calendar year in which the cash payment is due.

ARTICLE 31. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

31.1 All members of POA will participate in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) pursuant to Minnesota Statute 352.98, which shall be administered as provided by law.

31.2 Each member of the union shall contribute the following amounts to the Plan:

- 2% of gross salary

31.3 With thirty days (30) days' advance notice, the association may remove the post-employment health care savings plan.

ARTICLE 32. DURATION

This AGREEMENT shall be effective as of January 1, 2024, except as herein noted, and shall remain in full force and effect until the thirty-first day of December 2026. In witness whereof, the parties have executed this AGREEMENT on the 13th day of February 2024.

FOR THE CITY OF HOPKINS

FOR THE ASSOCIATION



City Manager



President



Finance Director



Vice President

Mayor

Treasurer/Secretary

Police Officers

APPENDIX A

WAGES

Hourly Percent Increase	4.0%	3.0%	3.00%
	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
Step 1	\$ 40.86	\$ 42.09	\$ 43.35
Step 2	\$ 42.64	\$ 43.92	\$ 45.24
Step 3	\$ 44.43	\$ 45.76	\$ 47.13
Step 4	\$ 46.22	\$ 47.61	\$ 49.04
Step 5	\$ 48.00	\$ 49.44	\$ 50.92
Step 6	\$ 49.79	\$ 51.28	\$ 52.82
Step 7	\$ 51.58	\$ 53.13	\$ 54.72
Step 8	\$ 53.36	\$ 54.96	\$ 56.61
Step 9	\$ 55.16	\$ 56.81	\$ 58.51

(a) Employees classified or assigned by the EMPLOYER as Investigators, Narcotics Officer or School Resource Officer will receive Three Hundred (\$300.00) per month or Three Hundred (\$300.00) pro-rated for less than a full month in addition to their regular wage rate. The Employer shall assign schedules based upon the needs of the department and specific position.

(b) On-Call Pay

1. In the circumstance of non-routine on-call situations of an emergency nature, the department will post for non-routine on-call pay.

2. Employees shall be compensated for one (1) hour at time and one-half (1-1/2) for each day they are required to be on-call duty. Employees shall be compensated for two (2) hours at time and one-half (1-1/2) for each Holiday they are required to be on-call duty. Hours actually worked shall be paid at time and one-half (1-1/2).

Police Officers

3. Effective Jan. 1, 2021, positions listed in sub-point A, who are subject to on-call requirements, shall receive on-call pay of \$25 per day on-call.

4. Effective Jan. 1, 2024, positions listed in sub-point A, who are subject to on-call requirements, shall receive 2 hours of straight time. Employees shall be compensated for two (2) hours at time and one-half (1-1/2) for each Holiday they are required to be on-call duty. Hours actually worked shall be paid at time and one-half (1-1/2).

(c) Any officer assigned to care for a dog as a K-9 officer will receive 1/2 hour maintenance credit for each day that officer personally maintains a canine. Such hours shall not qualify for time and one-half premium overtime compensation unless required under the Fair Labor Standards Act. The K-9 Officer will receive a 3% premium above their base wages.

(c) New officers with experience may be hired at a rate above the "Start" wage rate.

- Officer with one year of experience - 1 year wage rate.
- Officer with two years of experience - 2 year wage rate.
- Officer with three plus years of experience - 3 year wage rate.

(d) Flex Leave Accrual Schedule (see full Flex Leave Policy for official guidelines).

Lateral Accruals

- Credit for years of service at other departments for purpose of flex leave accrual (up to 10 years)
- Credit for years of service at other departments for purpose of placement on the pay scale, decision regarding placement will be made by the EMPLOYER. Placement will not exceed years of service but may be lower than years of service at another organization depending on previous pay, market and the ability for the City to pay.
- No retro will be given regarding accruals.

Police Officers

Flex Leave Accrual Schedule										
Year	Leave		Year	Leave		Year	Leave		Year	Leave
	Hrs/Days			Hrs/Days			Hrs/Days			Hrs/Days
1	152 / 19		6	184 / 23		11	208 / 26		16	232 / 29
2	160 / 20		7	192 / 24		12	208 / 26		17	232 / 29
3	168 / 21		8	192 / 24		13	216 / 27		18	232 / 29
4	176 / 22		9	200 / 25		14	224 / 28		19	232 / 29
5	184 / 23		10	200 / 25		15	232 / 29		20	248 / 29
									21	248 / 29
									22	248 / 29
									23	248 / 29
									24	248 / 29
									25	272 / 34

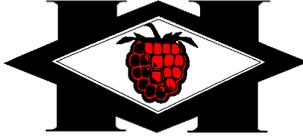
APPENDIX B

UNIFORMS

- 2 Pair Uniform Cargo Pants - Class B
- 2 Short Sleeve Shirts - Navy Class B
- 2 Long Sleeve Shirts - Navy Class B
- 1 Pair Boots/Shoes
- 1 Pair Uniform Pants - Class A
- 1 Long Sleeve Shirt - Navy Class A
- 1 Short Sleeve Shirt - Navy Class A
- 1 Winter Weight Duty Jacket
- 1 Light Weight Duty Jacket
- 1 Raincoat and Rain Hat Cover
- 1 Traffic Vest
- 1 Winter Hat
- 1 Summer Hat
- 1 Hat Badge
- 2 Shirt/Jacket Badges
- 2 Name Plates
- 1 Clip-on Uniform Tie
- 1 Pair Winter Weight Gloves
- 2 Pair Dress Socks
- 1 Ballistic Vest (and all necessary replacements)
- 1 Department Issue Service Weapon **
- 1 Full Set of Leather Gear and equipment:
 - Duty Belt
 - Inner Belt
 - Cuff Case, Handcuffs and Keys
 - Mace Case and Chemical Agent
 - Double Magazine Case and 3 Magazines
 - Radio Holder and Radio with 2 Batteries
 - Flashlight Holder and Flashlight
 - Taser Holster
 - Firearm Holster
 - Glove Pouch Key Holder

* The Employee may elect to substitute a leather duty jacket for the winter weight duty jacket with the Employee to pay the difference in price.

**ONLY if new hires elect to carry department issued service weapon. Otherwise, this cost is assumed by the new hire.



Finance Department

CITY OF HOPKINS

City Council Report 2024-015

To: Honorable Mayor and Council Members
Mike Mornson, City Manager

From: Nick Bishop, Finance Director

Date: February 13, 2024

Subject: Approval of MOU with Police Officers Association for 2023 Wages

RECOMMENDED ACTION

MOTION TO approve MOU with Police Officers Association for 2023 Wages.

OVERVIEW

The City completed a compensation study in early 2023 to better understand market conditions citywide. There was a market gap for police officer compensation and due to the tight labor market for qualified police officers regionally, staff are recommending a wage adjustment retroactive to September 10, 2023. This is consistent with the MOU previously approved for Police Sergeants.

The wage structure being proposed reduces the number of steps from 13 to 9. All officers will be moved to the step that corresponds with their years of service as of 9/10/2023.

The estimated budget impact from this change is \$47,000. Due to other revenues being higher than expected and, staff is comfortable with this budget impact for 2023.

SUPPORTING INFORMATION

- MOU with Police Officers Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HOPKINS AND
HOPKINS POLICE OFFICERS ASSOCIATION
2023 WAGE ADJUSTMENT**

WHEREAS, City of Hopkins (the “City”) and Hopkins Police Officers Association (the “Association”) are parties to a Collective Bargaining Agreement in effect from January 1, 2021 through December 31, 2023; and

WHEREAS, the City conducted a market study to review citywide compensation and determined there was a market gap of police officer compensation and there is a shortage of qualified licensed police officers regionally; and

WHEREAS, the parties have come to an agreement as a means of retaining and recognizing the change in market conditions since the 2021-2023 labor agreement was adopted,

NOW THEREFORE BE IT RESOLVED, that the parties mutually agree as follows;

Effective September 10, 2023 the City will make adjustments to compensation for officers employed by the City as of January 31, 2024.

1. Implement a new compensation structure with 9 steps, 2023 wages are as follows:

1 (start)	2 (one year)	3 (two years)	4 (three years)	5 (four years)	6 (five years)	7 (six years)	8 (seven years)	9 (eight years)
\$39.28	\$41.00	\$42.72	\$44.44	\$46.16	\$47.87	\$49.59	\$51.31	\$53.03

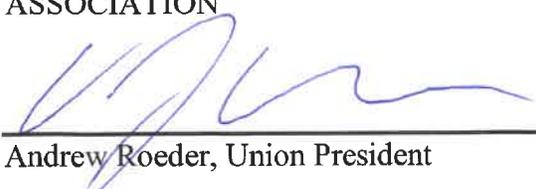
2. Move all officers to the step corresponding with years of service.

This memorandum will be in effect from September 10, 2023 through December 31, 2023.

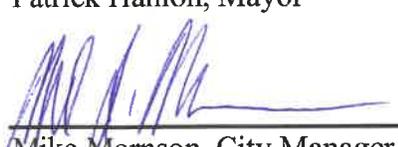
FOR THE CITY OF HOPKINS

FOR HOPKINS POLICE OFFICERS
ASSOCIATION

Patrick Hanlon, Mayor



Andrew Roeder, Union President



Mike Mornson, City Manager



CITY OF HOPKINS

City Council Report 2024-014

To: Honorable Mayor and Council Members
Mike Mornson, City Manager

From: Ryan Krzos, City Planner

Date: February 13, 2024

Subject: 325 Blake Road – Planned Unit Development Amendment, PUD Site Plan Review, and Preliminary and Final Plat Review.

RECOMMENDED ACTION

A COMBINED MOTION TO:

- 1) Approve Resolution 2024-007 Approving the Planned Unit Development amendment and a First Reading of an Ordinance Rezoning property within the 325 Blake Road Redevelopment.
- 2) Approve Resolution 2024-008 Approving the PUD Site Plan for Site B.
- 3) Approve Resolution 2024-009 Approving the PUD Site Plan for Site C.
- 4) Approve Resolution 2024-010 Approving the PUD Site Plan for Site D.
- 5) Approve Resolution 2024-011 Approving the PUD Site Plan for the Blake Road Townhomes.
- 6) Approve Resolution 2024-012 Approving the Preliminary Plat for Mile 14 on Minnehaha Creek Townhomes.
- 7) Approve Resolution 2024-013 Approving the Final Plat for Mile 14 on Minnehaha Creek Townhomes.

OVERVIEW

The applicant, Alatus, LLC on behalf of the property owner, the Minnehaha Creek Watershed District (MCWD), requests:

- 1) A Planned Unit Development (PUD) amendment and rezoning.
- 2) Four PUD site plan approvals – respectively for Sites B, C, D, and the townhomes.
- 3) Preliminary and final plat approvals for the townhome site.

The land use requests are necessary to facilitate revisions and modifications of the applicant's plans for the next phases of redevelopment of the subject property. The overall redevelopment contemplates a mixed-use, commercial and residential transit-oriented development across Blake Road from the future Blake Road light rail transit station.

The PUD Amendment request would recognize the revisions to the overall project and rezone Alatus' portion of the development property from MX-TOD Mixed-Use Transit-Oriented District (TOD) Center with a planned unit development, to RX-TOD,

Residential-Office Mix Transit-Oriented District (TOD) Center with a planned unit development. The PUD amendment allows departures from the underlying zoning requirements in exchange for a development that is of higher quality, exceeds some minimum standards, and delivers public benefits.

The PUD site plan review requests for buildings B, C, and D would amend and supersede the site-level approvals previously granted. The townhome PUD site plan request and preliminary and final plat requests would allow that component of the project to move forward as well, not having prior approval at the site-specific level.

Based on the findings in this report, staff and the Planning and Zoning Commission recommend approval of these requests subject to the conditions detailed in the attached resolutions for each respective request. Should the City Council approve the first reading of the PUD rezoning ordinance, a second reading and authorization to enter into an amended PUD Agreement will be scheduled for the February 20, 2024 meeting.

BACKGROUND

In December of 2021, Alatus received approval for the overall Planned Unit Development, Site Plan Review for Buildings A, B, C, and D, and a subdivision application to facilitate the redevelopment. Meeting materials and minutes, and project plans are on the City's website for the [325 Blake Road project](#). The City prepared an [Environmental Assessment Worksheet \(EAW\)](#) for the development pursuant to State Statute. The EAW identified areas where the potential for environmental effects exists but concluded that appropriate measures have or will be incorporated into the project plan and/or permits to reasonably mitigate these impacts. Accordingly, the City Council approved a resolution making a negative declaration of need regarding an environmental impact statement for the redevelopment also in December 2021. It should be noted that to date, the EAW contemplated a greater number of residential units than have been considered within the PUD and site plans up for consideration.

In June of 2022, Alatus received approval for an amendment to the PUD for Building A to allow an increase to the number of units to 116, a decrease of the parking to 77 spaces, adjustments to the building setbacks, and modifications to the primary exterior building materials. Construction is now complete on Building A, now known as Chorus Apartments.

Additional project background outlining the events and process that occurred prior to Alatus receiving initial zoning approval is available on the City's website: [325 Blake Road Planning Background](#). The overall site plan associated with the 2021 PUD approval is included as an attachment for reference. Additionally, the previously approved Site Plans for Building A ([Link](#)), Building B ([Link](#)), Building C ([Link](#)), and Building D ([Link](#)) are on the City's website. The current proposal is generally consistent with the previous plans, with the principal differences being:

- Reduced building height and unit count for Building B
- Three additional stories in Building D primarily comprised of structured parking.
- Updated exterior materiality and architectural design.
- Minor modifications to building layouts.

Project Summary

The attached Applicant's Project Narrative provides a detailed summary of the components of the 325 Blake Rd redevelopment project that are subject to this request. Generally, Alatus intends to redevelop approximately 12.75 acres of the nearly 17-acre site with the remaining property to be retained by the MCWD for stormwater management and creek restoration. Alatus proposes on their portion of the property a mixed-use development oriented to the future Blake Road light rail transit station. The project consists of a three-phased redevelopment with 823 housing units targeted to owners, renters (both affordable and market rate) and seniors in both multiple unit buildings and townhome units. The specific development types and phases are outlined in the 325 Blake Road Development Summary table below. Features of the development include an overall design focus to connect both residents and the public with the Minnehaha Creek, a mix of housing types and affordability levels, a mix of residential and commercial uses at densities that support the future Blake Road light rail transit station, an enhanced public realm intended to activate public spaces, enhance social connection, and promote pedestrian and bicycle activity, sustainability components, enhance stormwater management, and shared parking.

325 Blake Road Development Summary

Phase	Site/Building	EAW	2021 PUD Approval	2022 PUD Amendment	Proposed 2024 PUD Amendment
1A	A - Chorus	144 units	112 units	116 units	
	Parking	114 spaces	124 spaces	77 spaces	
1B	B - Artessa	130 units	112 units		65 units
	Parking	183 spaces	184 spaces		96 spaces
2	C - Crescendo	380 units	389 units		395 units
	Commercial	8,000 sf	9,000 sf		8,960 sf
	Parking	482 spaces	520 spaces		608 spaces
1B	D - Duet	188 units	187 units		215 units
	Parking	276 spaces	277 units		441 spaces
	Townhomes	33 units	33 units		32 units
	Parking	66 spaces	66 spaces		64 spaces
3	Commercial pad	9,000 sf	8,900 sf		9,000 sf
	Parking	48 spaces	43 spaces		0 spaces
1B	Spine Road, Public Infrastructure, Stormwater treatment	22 spaces	39 spaces		37 spaces
	Residential Total	<i>875 units</i>	<i>833 units</i>	<i>837 units</i>	<i>823 units</i>
	Commercial Total	<i>17,000 sf</i>	<i>17,900 sf</i>	<i>17,900 sf</i>	<i>17,960 sf</i>
	Parking Total	<i>1,191 spaces</i>	<i>1,253 spaces</i>	<i>1,206 spaces</i>	<i>1,323 spaces</i>

Community Engagement and Comment

The application for any significant development project requires a neighborhood meeting hosted by the applicant. The intent of the neighborhood meeting is to expand and enhance the dissemination of information to the residents of the City and to

encourage involvement by residents in the planning process. The applicant's neighborhood meeting was held on Tuesday, January 16, 2024, at 43 Hoops Academy. A summary of the meeting is included as an attachment.

The land use approval requests require a public hearing, which was conducted by the Planning and Zoning Commission at their January 23, 2024 meeting. The City published notice of this public hearing in the official paper and mailed notices directly to 1,151 addresses encompassing all of the property owners and residents within 500 feet of the subject property. Signage informing the community of a pending development proposal was also displayed on the site. The City received one comment on this item – an email from Amy Friesen which is attached to this report. During the presentation of this item to the City Council Staff will provide an update on any public comments received since the public hearing.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission conducted the required public hearing and reviewed the requests at their January 23, 2024 meeting. No members of the public spoke during the public hearing. The Planning and Zoning Commission discussed public safety, sustainability features of the development, and price points of the residential units. Following discussion, the Commission voted unanimously to recommend approval of the requests.

ANALYSIS

Planned Unit Development Amendment and Rezoning

A planned unit development (PUD) allows for flexibility from traditional development standards in return for a higher quality development. The Development Code establishes two types of PUDs: small-scale PUD and large-scale PUD. Small-scale PUDs are optional for projects three acres in area or less, and mandatory for projects above that threshold. Since the affected parcel is greater than three acres in size, the large-scale PUD requirement applies. Large-scale PUDs are meant to promote master-planned development of large parcels with a system of streets, blocks, and open spaces, and a mix of zones to create new, walkable neighborhoods.

This being an amendment to the previously approved PUD overlay and individual site plans, the required review process follows the procedures of a new PUD request. The PUD review process includes approval of a PUD overlay rezoning, and a PUD site plan approval. The PUD overlay establishes an overall zoning plan and specifically authorizes the development to deviate from the underlying zoning regulations. Typically, the City looks for an applicant to exceed zoning standards, building code requirements or meet the goals and vision of the Comprehensive Plan. In this case, the underlying zoning is proposed to be changed (rezoned) from the existing MX-TOD zone designation to the RX-TOD zone which more closely aligns with the building types and uses proposed. The amendment to the existing overlay zone is necessary to reflect the updated and revised elements of the overall project, principally modifications to the number of units in each building.

PUD site plans specifically approve the detailed plans for building and site design for the one or more properties within the development reflective of the flexibility granted by the PUD overlay. Site Plan Approval previously granted for sites B, C, and D would be

superseded by the current site plan requests.

In making decisions regarding approval of PUDs, the City must consider at least the following factors:

- a. Whether the proposed PUD development plan and zoning map amendment is consistent with the comprehensive plan and any other adopted plans for the subject area;
- b. Whether the PUD development plan complies with the PUD overlay zone provisions of Section 102-440 of the Development Code;
- c. Whether the proposed development will result in public benefits that are greater than or at least equal to those that would have resulted from development under conventional zoning regulations; and
- d. Whether appropriate terms and conditions have been imposed on the approval to protect the interests of surrounding property owners and residents, existing and future residents of the PUD and the general public.

Legal Authority

Decisions on PUDs are considered a legislative action. When considering a legislative action, the City is assigning zoning classifications or creating development standards to regulate the types of uses and/or structures. Under the law, the City has wide flexibility to create standards that will ensure the type of development it desires; however, these regulations must be reasonable and supported by a rational basis relating to promoting the public health, safety, and welfare.

Criteria Evaluation

Staff has evaluated the PUD amendment request and offers the following findings:

Criterion a - whether the proposed PUD development plan and zoning map amendment is consistent with the comprehensive plan and any other adopted plans for the subject area:

Rezoning the subject properties from MX-TOD with a planned unit development (PUD) to RX-TOD with a PUD is consistent with the Activity Center Future Land Use as guided in the 2040 Comprehensive Plan. Activity Centers surround and support the planned Blake Road and Shady Oak light rail stations along the Southwest Light Rail Transit (LRT) Green Line Extension. These areas are planned to include moderate to high-density mixed-use development designed to complement and enhance the existing development pattern in these areas and support the public investment in transit.

The Activity Center areas are expected to experience significant reinvestment and redevelopment to absorb a substantial portion of the city's anticipated future growth. Development in the Activity Center areas is expected to be medium to larger scale neighborhood and regional uses with an approximate mix of 75% residential and 25% commercial. Densities in these areas are envisioned to range from 20-60 units per acre, with 75-150 units per acre within ¼ mile of an LRT station platform. The applicant's plan proposes an overall residential density of 79 units per acre, which is within the Activity Center category standards for areas close to an LRT station; however, it falls short of the commercial space percentage guideline. Staff finds that the departure from the commercial

guideline is warranted given the context of the site and proximity to existing commercial nodes.

The applicant's narrative identifies goals from the Comprehensive Plan that support the proposed development. Staff concurs with their assessment, and as such finds that this criterion is met.

Criterion b - whether PUD development plan complies with the PUD overlay zone provisions of Section 102-440 of the Development Code:

Staff conducted an analysis of the [proposed master development](#) against the PUD section of the Development Code. Generally, this section regulates the design and layout of zones, lots, blocks, streets, and civic spaces. The proposed master site plan remains largely unchanged from that which was approved with the original PUD in 2021. Building A – Chorus Apartments, was constructed per that original site layout. Nonetheless, with few exceptions, the master site plan complies with the applicable development standards that are now prescribed in the zoning code. Accordingly, staff finds that this criterion is met.

Criterion c - whether the proposed development will result in public benefits that are greater than or at least equal to those that would have resulted from development under conventional zoning regulations:

The requested deviations for this project are outlined in a [site level Development Analysis](#) and described in the applicant's narrative. In exchange for the requested deviations, the applicant pledges the items listed below.

- A mix of housing types and affordability levels.
- An overall design focus to connect both residents and the public with the Minnehaha Creek.
- A mix of residential and commercial uses at transit-supportive densities.
- An enhanced public realm intended to activate public spaces and promote pedestrian and bicycle activity.
- Sustainability components including rooftop solar on Sites A & D, a green roof on Site B, and LEED certification for Site C.
- Enhanced stormwater management.
- Shared parking.
- Privately owned and maintained open space that will be open to the general public.
- Public Art.

Staff finds that these benefits and features create a higher quality development than could not have otherwise occurred adhering to the underlying zoning regulations, and as such finds this criterion to be met.

Criterion d - whether appropriate terms and conditions have been imposed on the approval to protect the interests of surrounding property owners and residents, existing and future residents of the PUD and the general public.

Staff's recommended conditions of approval are reflected in each of the seven resolutions pertaining to the requests. In general, the recommended conditions require revisions to the plans to adhere to Development Code standards. A number of the conditions relate to specific building design details that are

typically shown on construction drawings and not necessarily at the level of detail presented. The development analyses attached to this report note the standards that conditions are associated with or those that will be deviated from as part of the PUD.

A [traffic study](#) by Kimley-Horn and Associates was conducted in 2021 in conjunction with the preparation of the EAW and the initial PUD approval. The current number of units proposed is less than those associated with the study, and conversely the number of parking stalls proposed has increased. The overall development plan accounts for the recommendations in the study, particularly regarding turning movement lanes at the two entrances into the development. Furthermore, vehicle traffic generated from the proposed use can be supported by the existing roadway network and no vehicular capacity improvements are needed at this time but will be monitored on an ongoing basis. In addition to vehicular traffic, the overall design also prioritizes bicycle and pedestrian linkages and circulation.

Lastly, the proposed stormwater treatment facility and Minnehaha Creek enhancements on the MCWD's portion of the property not only provide natural amenities for residents of the development and surrounding neighborhood, but also serve as a buffer for the adjoining lower density neighborhoods. Staff finds that this criterion is met.

PUD Site Plan Review

PUD site plans are the detailed plans for building and site design for the subject property that carry out the vision of the PUD development plan. Approval of a PUD site plan must occur before any building permits are issued for the PUD. Amendments to approved PUDs must be processed as new planned unit development applications. The applicant is requesting PUD site plan amendments for Buildings B, C, and D, and a new PUD site plan for the townhomes site.

In making recommendations and decisions regarding approval of PUD site plans the City must consider the sole criterion of whether the site plan, as proposed, complies with the regulations of the Development Code and all other applicable regulations.

The individual site plan narratives and plan documents are linked below:

[Narrative, Site Plan, and Architectural Plans for Site B](#)

[Narrative, Site Plan, and Architectural Plans for Site C](#)

[Narrative, Site Plan, and Architectural Plans for Site D](#)

[Narrative, Site Plan, and Architectural Plans for the Townhomes Site](#)

Legal Authority

Site Plan Review is considered a quasi-judicial action. For this type of application, the City is judging whether the applicable Zoning regulations and approval criteria are or will be followed. Generally, if the applications meet these requirements they should be approved. The City may impose conditions as long as said conditions are reasonably related to the impacts of the use or structures in question.

Criteria Evaluation

Staff has evaluated the four PUD site plan requests and offers the following findings:

Criterion - whether the site plan, as proposed, comply with the regulations of the Development Code and all other applicable regulations:

The four respective site plan submittals are in compliance with the Development Code except where otherwise deviating from the standards as allowed through the PUD process. A detailed assessment of the four sites against each of the applicable standards is included in an analysis linked in PUD review criterion c above. Provided the conditions of approval are complied with, staff finds this criterion is met.

Preliminary and Final Plat

A subdivision is requested to create the 32 individual lots for the for-sale townhomes. An association would own and maintain the common areas within the townhome parcel. The subdivision process consists of City review of a preliminary plat and a final plat. The preliminary plat is a document that indicates the proposed layout of the subdivision to be submitted that demonstrates compliance with the comprehensive plan and the Development Code and includes required supporting data. The final plat is a document that is submitted for recording with the County recorder to effectuate the subdivision.

In making recommendations and decisions regarding approval of a preliminary plat, the City must consider whether said plat is consistent with the comprehensive plan and complies with all applicable regulations of the Development Code. In reviewing the final plat, the City is to consider whether the final plat is in conformance with the approved preliminary plat and with all applicable Development Code regulations.

[Proposed Preliminary for Mile 14 on Minnehaha Creek Townhomes](#)

[Proposed Final Plat for Mile 14 on Minnehaha Creek Townhomes](#)

Legal Authority

Subdivision Review is considered a quasi-judicial action. For this type of application, the City is judging whether the applicable Development Code regulations and approval criteria are or will be followed. Generally, if the applications meet these requirements they should be approved. The City may impose conditions as long as said conditions are reasonably related to the impacts of the subdivision in question.

Criteria Evaluation

Staff has evaluated the preliminary and final plat requests and offers the following findings:

Preliminary Plat Criterion - whether the proposed preliminary plat is consistent with the comprehensive plan and complies with all applicable regulations of the Development Code:

The proposed subdivision would be consistent with the proposed overall Planned Unit Development plan and the PUD site plan specific to the townhomes site. Staff's recommendation for approval includes a condition that an existing easement for utilities and drainage be vacated because of conflicts with building

layout. New easements for these purposes will be dedicated with this plat, and a separate request for vacation of the existing easement will need to be processed.

Final Plat Criterion - whether the final plat is in conformance with the approved preliminary plat and with all applicable Development Code regulations:

Provided the PUD amendment and PUD site plans are approved for the townhome site, this criterion is met.

ALTERNATIVES

1. By motion, vote to approve the planned unit development amendment and first reading of the rezoning; site plans; and preliminary and final townhome plat for 325 Blake Road.
2. By motion, vote to deny of all or some of the requests for the amended planned unit development, site plans, and preliminary townhome plat for 325 Blake Road. Should the City Council consider this option, it must also identify specific findings that support this alternative. It should be noted that the applicant is currently entitled to construct buildings B, C, and D in accordance with the 2021 approvals.
3. Continue for further information. If the City finds that further information is needed, the items should be continued. It should be noted that the application was deemed complete as of January 3, 2024 meaning the initial 60-day deadline for agency action ends March 3, 2024, but may be extended to May 2, 2024 with written notice to the applicant.

SUPPORTING INFORMATION

- Ordinance 2024-1206
- Resolutions 2024-007, 2024-008, 2024-009, 2024-010, 2024-011, 2024-012, and 2024-013
- [Master Development Analysis](#) and [Site Level Development Analysis](#)
- Applicant's Narratives
- [Narrative, Site Plan, and Architectural Plans for Site B](#)
- [Narrative, Site Plan, and Architectural Plans for Site C](#)
- [Narrative, Site Plan, and Architectural Plans for Site D](#)
- [Narrative, Site Plan, and Architectural Plans for the Townhomes Site](#)
- [Proposed Preliminary for Mile 14 on Minnehaha Creek Townhomes](#)
- [Proposed Final Plat for Mile 14 on Minnehaha Creek Townhomes](#)
- Neighborhood Meeting Summary
- 2021 Overall Master Plan
- Public Comment

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE 2024-1206

AN ORDINANCE REZONING THE PROPERTY WITH THE 325 BLAKE ROAD REDEVELOPMENT (WITH PIDs 19-117-21-14-0015, 19-117-21-14-0014, 19-117-21-14-0013 & 19-117-21-14-0019) FROM MX-TOD, MIXED USE TRANSIT ORIENTED DEVELOPMENT (TOD) CENTER TO RX-TOD, RESIDENTIAL-OFFICE MIX TRANSIT ORIENTED DEVELOPMENT (TOD) CENTER WITH A PLANNED UNIT DEVELOPMENT

THE COUNCIL OF THE CITY OF HOPKINS DOES HEREBY ORDAIN AS FOLLOWS:

1. That the zoning classification of MX-TOD, Mixed-Use Transit-Oriented Development (TOD) Center with a Planned Unit Development Overlay, upon the following described premises is hereby repealed, and in lieu thereof, said premises is hereby zoned RX-TOD, Residential-Office Mix Transit Oriented Development (TOD) Center with a Planned Unit Development (PUD).
2. The properties to be rezoned, addressed as 325 Blake Road N, 1221 2nd Street NE, 1222 2nd Street NE, and 1225 2nd Street NE, are legally described as follows:

Lot 1, Block 2, Lots 2 and 3, Block 2, and Outlot D, Mile 14 on Minnehaha Creek, Hennepin County, Minnesota

First Reading: February 13, 2024

Second Reading: February 20, 2024

Date of Publication: February 29, 2024

Date Ordinance Takes Effect: February 29, 2024

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-007

A RESOLUTION APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT (PUD) DEVELOPMENT PLAN AND APPROVING A FIRST READING OF ORDINANCE 2024-1206 REZONING PROPERTY WITHIN THE 325 BLAKE ROAD REDEVELOPMENT FROM MX-TOD, MIXED-USE TRANSIT-ORIENTED DEVELOPMENT (TOD) CENTER WITH A PLANNED UNIT DEVELOPMENT (PUD) TO RX-TOD, RESIDENTIAL-OFFICE MIX TRANSIT-ORIENTED DISTRICT (TOD) CENTER WITH A PLANNED UNIT DEVELOPMENT (PUD), SUBJECT TO CONDITIONS

WHEREAS, the applicant, Alatus, LLC on behalf of the property owner the Minnehaha Creek Watershed District (MCWD), initiated a Planned Unit Development Amendment application for the 325 Blake Road Redevelopment for properties addressed as 325 Blake Road N, 1221 2nd Street NE, 1222 2nd Street NE, and 1225 2nd Street NE with PIDs: 19-117-21-14-0015, 19-117-21-14-0014, 19-117-21-14-0013 & 19-117-21-14-0019, and

WHEREAS, this property is legally described as follows:

Lot 1, Block 2, Lots 2 and 3, Block 2, and Outlot D, Mile 14 on Minnehaha Creek, Hennepin County, Minnesota

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on December 22, 2024; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on January 23, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission review this application during their January 23, 2024 meeting and recommended approval by the City Council; and,

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the staff report dated February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves a resolution approving an Amended PUD Development Plan

and a first reading of Ordinance 2024-1206 rezoning the property with PIDs 19-117-21-14-0015, 19-117-21-14-0014, 19-117-21-14-0013 & 19-117-21-14-0019 from MX-TOD, Mixed-Use Transit-Oriented Development (TOD) Center with a Planned Unit Development (PUD) to RX-TOD, Residential-Office Mix Transit-Oriented Development (TOD) Center with a Planned Unit Development (PUD), subject to the conditions listed below.

1. Execution of a Planned Unit Development Agreement in a form acceptable to the City Attorney.
2. Pavement markings at pedestrian crossings shall be provide along 2nd Street within the development.
3. Additional long-term and short-term bicycle parking facilities shall be provided.
4. Accessibility ramps shall be installed at pedestrian crossings along 2nd Street and pedestrian crossings at driveways.
5. The applicant will work with City staff to explore measures around public safety.
6. Conformance with all requirements of the City Engineer.
7. Approval of the development by the Minnehaha Creek Watershed District and conformance with all related conditions.
8. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

Adopted this 13th day of February 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-008

**A RESOLUTION APPROVING THE PUD SITE PLAN FOR
1221 – 2ND STREET NE, SUBJECT TO CONDITIONS**

WHEREAS, the applicant, Alatus, LLC on behalf of the property owner the Minnehaha Creek Watershed District (MCWD), initiated site plan review application for 1221 - 2nd Street NE (325 Blake Road - Site B) with PID 19-117-21-14-0015, and

WHEREAS, this property is legally described as follows:

Lot 1, Block 3, Mile 14 on Minnehaha Creek, Hennepin County Minnesota

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on December 22, 2023; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on January 23, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application during their January 23, 2024 meeting and recommended approval; and,

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the staff report dated February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves the PUD site plan application for 1221 – 2nd Street NE, subject to the conditions listed below.

1. Approval of the associated Planned Unit Development Amendment application and execution of a Planned Unit Development (PUD) Agreement in a form acceptable to the City Attorney.
2. Conformance with all applicable standards of the RX-TOD district and approved planned unit development agreement.
3. Additional design details shall be provided around Blake Road entryway which may include canopy and/or sidelight and transom windows.
4. Each block face requires trash receptacle and must be shown on the plans.
5. Addition of lintel details around windows inset on brick surfaces.

6. Short-term bike parking shall be provided in streetscape
7. Alternative paving pattern shall be provided in plaza to complement sites C & D.
8. Additional Street Trees shall be provided to meet requirements along 2nd Street.
9. Provision of a landscape security equal to 1.5 times the cost of all plantings and streetscape improvements in a form acceptable to the City Attorney prior to issuance of a building permit. The City shall hold this security until all streetscape improvements have been installed and all plantings have survived at least one full growing season.
10. The applicant shall designate an on-site location for trash pickup. Trash pick-up shall not occur within the public right-of-way.
11. Submission and approval of exterior lighting and photometric plans prior to issuance of a building permit.
12. Submittal of building plans that demonstrate compliance with the requirement that 70% of all street facade upper story windows are operable.
13. Submittal of building plans that demonstrate compliance with the requirement that commercial grade quality doors, windows, and hardware are used.
14. Submittal of building plans that demonstrate compliance with the requirement that shadow lines delineate changes in materials with a thickness that is greater than 1.5 inches.
15. Conformance with all requirements of the City Engineer.
16. Approval of all necessary permits from the Building, Engineering and Fire Departments.
17. Approval of the development by the Minnehaha Creek Watershed District and conforms with all related conditions.
18. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

BE IT FURTHER RESOLVED that this approval supersedes and replaces the site plan approval granted through Resolution 2021-080.

Adopted this 13th day of February 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-009

**A RESOLUTION APPROVING THE PUD SITE PLAN FOR
325 BLAKE ROAD (SITE C), SUBJECT TO CONDITIONS**

WHEREAS, the applicant, Alatus, LLC on behalf of the property owner the Minnehaha Creek Watershed District (MCWD), initiated site plan review application for 325 Blake Road N (Site C) within PID 19-117-21-14-0014, and

WHEREAS, this property is legally described as follows:

Lot 3, Block 2, Mile 14 on Minnehaha Creek, Hennepin County Minnesota

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on December 22, 2023; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on January 23, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the City of Hopkins Planning & Zoning Commission reviewed this application during their January 23, 2024 meeting and recommended approval by the City Council; and,

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the staff report dated February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves the PUD site plan application for 325 Blake Road N (Site C), subject to the conditions listed below.

1. Approval of the associated Planned Unit Development Amendment application and execution of a Planned Unit Development (PUD) Agreement in a form acceptable to the City Attorney.
2. Conformance with all applicable standards of the RX-TOD zone and approved planned unit development agreement.
3. The Development Code requires facilities to be in building unless they are not able to function. If located outside, said equipment would need to be screened, with fencing and landscaping per Code.

4. Details on the proposed garage door facing the street shall be provided.
5. Provision of a landscape security equal to 1.5 times the cost of all plantings and streetscape improvements in a form acceptable to the City Attorney prior to issuance of a building permit. The City shall hold this security until all streetscape improvements have been installed and all plantings have survived at least one full growing season.
6. The applicant shall designate an on-site location for trash pickup. Trash pick-up shall not occur within the public right-of-way.
7. Submission and approval of exterior lighting and photometric plans prior to issuance of a building permit.
8. Submittal of building plans that demonstrate compliance with the requirement that 70% of all street facade upper story windows are operable unless otherwise restricted by the building code.
9. Submittal of building plans that demonstrate compliance with the requirement that commercial grade quality doors, windows, and hardware are used.
10. Submittal of building plans that demonstrate compliance with the requirement that shadow lines delineate changes in materials with a thickness that is greater than 1.5 inches.
11. Conformance with all requirements of the City Engineer.
12. Approval of all necessary permits from the Building, Engineering and Fire Departments.
13. Approval of the development by the Minnehaha Creek Watershed District and conforms with all related conditions.
14. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

BE IT FURTHER RESOLVED that this approval supersedes and replaces the site plan approval granted through Resolution 2021-081.

Adopted this 13th day of February 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-010

**A RESOLUTION APPROVING THE PUD SITE PLAN FOR 1222 2ND STREET NE
(325 BLAKE ROAD SITE D), SUBJECT TO CONDITIONS**

WHEREAS, the applicant, Alatus, LLC on behalf of the property owner the Minnehaha Creek Watershed District (MCWD), initiated site plan review application for 1222 2nd Street NE (325 Blake Road Site D) within PID 19-117-21-14-0013, and

WHEREAS, this property is legally described as follows:

Lot 2, Block 2, Mile 14 on Minnehaha Creek, Hennepin County Minnesota

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on December 22, 2023; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on January 23, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application during their January 23, 2024 meeting and recommended approval by the City Council; and,

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the staff report dated February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves the PUD site plan application for 1222 2nd Street NE (325 Blake Road Site D), subject to the conditions listed below.

1. Approval of the associated Planned Unit Development Amendment application and execution of a Planned Unit Development (PUD) Agreement in a form acceptable to the City Attorney.
2. Conformance with all applicable standards of the RX-TOD district and approved planned unit development agreement.
3. The Development Code requires facilities to be in building unless they are not able to function. If shown equipment is located outside, said equipment would need to be screened, with fencing and landscaping per Code.

4. Modification of driveways to increase fire vehicle access around the building.
5. Provision of a landscape security equal to 1.5 times the cost of all plantings and streetscape improvements in a form acceptable to the City Attorney prior to issuance of a building permit. The City shall hold this security until all streetscape improvements have been installed and all plantings have survived at least one full growing season.
6. The applicant shall designate an on-site location for trash pickup. Trash pick-up shall not occur within the public right-of-way.
7. Submission and approval of exterior lighting and photometric plans prior to issuance of a building permit.
8. Submittal of building plans that demonstrate compliance with the requirement that 70% of all street facade upper story windows are operable.
9. Submittal of building plans that demonstrate compliance with the requirement that commercial grade quality doors, windows, and hardware are used.
10. Submittal of building plans that demonstrate compliance with the requirement that shadow lines delineate changes in materials with a thickness that is greater than 1.5 inches.
11. Conformance with all requirements of the City Engineer.
12. Approval of all necessary permits from the Building, Engineering and Fire Departments.
13. Approval of the development by the Minnehaha Creek Watershed District and conforms with all related conditions.
14. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

BE IT FURTHER RESOLVED that this approval supersedes and replaces the site plan approval granted through Resolution 2021-082.

Adopted this 13th day of February 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-011

**A RESOLUTION APPROVING THE PUD SITE PLAN FOR 1225 2ND STREET NE
(BLAKE ROAD TOWNHOMES), SUBJECT TO CONDITIONS**

WHEREAS, the applicant, Alatus, LLC on behalf of the property owner the Minnehaha Creek Watershed District (MCWD), initiated site plan review application for 325 Blake Road North Site D within PID 19-117-21-14-0002, and

WHEREAS, this property is legally described as follows:

Outlot D, Mile 14 on Minnehaha Creek, Hennepin County Minnesota

WHEREAS, the applicant has also requested to subdivide the property legally described above to facilitate development on Outline D, Mile 14 on Minnehaha Creek and that plat proposes to assign Outlot D to Lots 1 through 9, Block 1, Lots 1 through 9, Block 2, Lots 1 through 7 Block 3, Lots 1 through 7 Block 4 and Outlot A, Mile 14 on Minnehaha Creek Townhomes; and

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on December 22, 2023; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on January 23, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application at their January 23, 2024 meeting and recommended approval by the City Council; and,

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the staff report dated February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves the PUD site plan application for 1225 2nd Street NE (Blake Road Townhomes), subject to the conditions listed below.

1. Approval of the associated Planned Unit Development Amendment application and execution of a Planned Unit Development (PUD) Agreement in a form acceptable to the City Attorney.
2. Conformance with all applicable standards of the RX-TOD district and approved planned unit development agreement.
3. Approval of the associated preliminary and final plat applications for Mile 14 on Minnehaha Creek Townhomes and conformance with all conditions of approval.
4. Vacation of the existing easements conflicting with the proposed building locations.
5. Additional windows on side of southern most unit on building D.
6. Additional plantings to screen garage door on northern most unit on building C.
7. Staff is authorized to approve rooftop decks for individual units provided the visual impacts of additional building area is minimized to the greatest extent possible.
8. Submission of the draft Townhome Association documents for review by the City Attorney.
9. Provision of a landscape security equal to 1.5 times the cost of all plantings and streetscape improvements in a form acceptable to the City Attorney prior to issuance of a building permit. The City shall hold this security until all streetscape improvements have been installed and all plantings have survived at least one full growing season.
10. The applicant shall designate an on-site location for trash pickup. Trash pick-up shall not occur within the public right-of-way.
11. Submission and approval of exterior lighting and photometric plans prior to issuance of a building permit.
12. Submittal of building plans that demonstrate compliance with the requirement that 70% of all street facade upper story windows are operable.
13. Submittal of building plans that demonstrate compliance with the requirement that shadow lines delineate changes in materials with a thickness that is greater than 1.5 inches.
14. Conformance with all requirements of the City Engineer.
15. Approval of all necessary permits from the Building, Engineering and Fire Departments.
16. Approval of the development by the Minnehaha Creek Watershed District and conforms with all related conditions.
17. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

Adopted this 13th day of February 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-012

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
MILE 14 ON MINNEHAHA CREEK TOWNHOMES**

WHEREAS, the applicant, Alatus, LLC on behalf of the property owner the Minnehaha Creek Watershed District (MCWD), initiated preliminary plat application to subdivide the property at 1225 - 2nd Street NE with PID 19-117-21-14-0019, and

WHEREAS, this property is legally described as follows:

Outlot D, Mile 14 on Minnehaha Creek, Hennepin County Minnesota

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on December 22, 2023; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on January 23, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application at their January 23, 2024 meeting and recommended approval by the City Council; and,

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the staff report dated February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves the Mile 14 on Minnehaha Creek Townhomes preliminary plat to subdivide the property at 1225 - 2nd Street NE with PID 9-117-21-14-0019, subject to the conditions listed below.

1. Approval of the associated Planned Unit Development Amendment application and execution of a Planned Unit Development Agreement in a form acceptable to the City Attorney.
2. Approval of the associated final plat and conformance with all related conditions.
3. Payment of all applicable development fees including, but not limited to, attorney's fees and park dedication. All development fees except park dedication

shall be paid prior to execution of the planned unit development agreement.
Park dedication fees shall be paid prior to issuance of a building permit.

4. The existing utility and drainage easement conflicting with proposed building layouts shall be vacated by separate formal action.
5. Conformance with all requirements of the City Engineer.
6. Conformance with all requirements of Hennepin County.
7. Approval of the development by the Minnehaha Creek Watershed District and conformance with all related conditions.
8. Submission and review of a title commitment by the City Attorney and adherence to conditions.
9. Additional easements shall be recorded as required by the City Attorney.

Adopted this 13th day of February 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-013

**A RESOLUTION RECOMMENDING THE CITY COUNCIL APPROVE THE
FINAL PLAT FOR MILE 14 ON MINNEHAHA CREEK TOWNHOMES**

WHEREAS, the applicant, Alatus, LLC on behalf of the property owner the Minnehaha Creek Watershed District (MCWD), initiated final plat application to subdivide the property at 1225 - 2nd Street NE with PID 19-117-21-14-0019, and

WHEREAS, this property is legally described as follows:

Outlot D, Mile 14 on Minnehaha Creek, Hennepin County Minnesota

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on December 22, 2023; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on January 23, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered;
4. That the Planning & Zoning Commission reviewed this application at their January 23, 2024 and recommended approval by the City Council.

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the staff report dated February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves the Mile 14 on Minnehaha Creek Townhomes final plat to subdivide the property at 1225 - 2nd Street NE with PID 9-117-21-14-0019, subject to the conditions listed below.

1. Approval of the associated preliminary plat and conformance with all related conditions.
2. Execution of a Planned Unit Development Agreement in a form acceptable to the City Attorney.

Adopted this 13th day of February 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

Attn: Mr. Ryan Krzos
City Planner
City of Hopkins
1010 1st Street S, Hopkins, MN 55343

Applicant: Alatus LLC
Sub-Applicants: Artesa/Lifestyle Communities, Ron Clark Construction & Design
Application: 325 Blake Road N Amendment to PUD / Re-Zoning / Planned-Community Re-Introduction

PROJECT OVERVIEW

The 325 Blake Road N project (the “Project”) is the redevelopment of 16.84 acres of infill suburban land located at the intersection of the Cedar Creek Regional Trail, as maintained by Three Rivers District, and Blake Road N, a recently enhanced major north-south arterial roadway in Hopkins, MN. Alatus LLC and its assigns (“Alatus”) are proposing a three-phased development proposal consisting of 823 housing units of different designations, 17,960 sqft of retail and commercial use pads, and public and private realm infrastructure tied into the Minnehaha Creek Watershed District (“MCWD”) revitalization of the Minnehaha Creek, just to the northeast of what will be the parcels ultimately owned by Alatus. The project will serve as a tremendous complement to the Trilogy Real Estate Group project located at the intersection of Blake Road N and Excelsior Boulevard and will also seek to enhance the existing and pending infrastructure improvements already made by the City of Hopkins, Three Rivers District, and the Met Council as well as the pending infrastructure improvements that MCWD has committed to making in the regional stormwater facilities. Furthermore, the project has been designed in close compliance with numerous planning efforts made to date including: *East Hopkins Land Use & Market Study* (2003), *Blake Road Corridor Small Area Plan* (2009), *Blake Road Corridor Study* (2015) and the *Blake Road LRT Station Area Development Guidelines* (2015).

STREETSCAPE AND PUBLIC REALM

The development team has approached this site as a unique opportunity to create a water-centric development that capitalizes on the site’s adjacency to Minnehaha Creek, the Blake Road LRT station, and the Cedar Lake Regional Trail. The proposed 325 Blake Road N development project will transform the former cold storage site with a rich variety of green open spaces and streetscape design improvements. Proposed open spaces and streetscapes are designed to not only provide safe and convenient connections to the creek, regional trail, and LRT station, but to create a rich outdoor environment for future residents, visitors, and community members.

Gateway Plaza and Cascade

Central to the open space network are a series of plazas, water features, stormwater treatment features, and landscaped gathering areas, reaching from the project entry at Blake Road N to the Central Plaza located next to future restaurants and the Minnehaha Creek Greenway. The primary vehicular and pedestrian entry at Blake Road N features gateway plazas on either side of the entry road. These will include water features, special paving, lighting, and seating areas. The central water cascade feature, located adjacent to the entry road/parkway, provides a water channel designed to manage stormwater. Stormwater will be pumped from the future MCWD stormwater pond to the west-end of the water cascade feature, providing the ability to create a water feature that not only provides an amenity for the development, but also filters and delivers cleaner stormwater back into the pond. It is designed to provide places for people to gather and stroll along the waterway. Native plant materials, special paving and lighting, site furnishings, and native stone elements will be incorporated to create an environment that will reconnect people to local and regional landscape experiences.

Central Plaza and Greenway Commons

The plazas and restaurant deck spaces, located at the east-end of the water cascade, will provide outdoor gathering spaces and connect people to the future stormwater pond adjacent to Minnehaha Creek. The Central Plaza, located to the west of the future restaurants, will feature a large area for people to gather, outdoor seating, plantings, and a pergola. It is designed to provide places for people to interact with the restaurants and the water cascade. The pocket plaza between the future restaurants and deck spaces outside the restaurants will provide opportunities for outdoor dining, and the ability to engage with and view the pond and creek. The Central Plaza and Greenway Commons will feature special paving, native plantings, native stone elements, and site lighting to create an inviting outdoor environment.

Blake Road Plaza

The plaza area located to the west of Crescendo Apartments provides ideal opportunities to connect the proposed development to the Cedar Lake Regional Trail and the future Blake Road LRT station while also providing an outdoor gathering area and dining spaces adjacent to the ground-level restaurant in the building. The plaza design incorporates a significant public art opportunity at the corner of Blake Road N and the Cedar Lake Trail, a designated plaza space for bike parking adjacent to the regional trail, special paving, native plantings, seat walls, site lighting, and site furnishings. Building loading and utility areas are screened from the plaza with decorative fencing.

Woonerf

The drive located between Crescendo Apartments and Duet Apartments is designed to be a pedestrian-oriented woonerf while providing important vehicular access to Duet Apartments and fire access to both buildings. The driving surface will incorporate decorative permeable pavers. Parallel parking spaces are provided along the west side of the drive. While the entire woonerf is designed to be pedestrian-friendly, sidewalks are provided along the west-side of the driving/parking surface and on the eastside of the drive at the north end/entry to Duet Apartments. At the south-end of the woonerf, pedestrian and bike facilities will connect people to the Cedar Lake Trail. A pergola at this terminus provides a focal element drawing people to the trail. Materials will include permeable paving, native plantings, site lighting, pavement markings, wayfinding, and bollards.

North/South Pedestrian Spine

The site is designed to provide a pedestrian walkway between Chorus Apartments (Building A), Artessa (Building B), and Blake Road Townhomes (3-Story Townhomes). Artessa and the East Hopkins Townhomes will connect to a central walkway with front stoops/walks from individual residential units. The central walkway, running north/south, is designed to include permeable pavers and stormwater treatment planting areas to provide this area with stormwater infiltration. Native plantings include shade and ornamental trees, shrubs, and groundcovers. Pedestrian-scaled site lighting and wayfinding will provide a safe and convenient pedestrian environment.

East/West Pedestrian Spine and Courtyard

An east/west pedestrian walkway is located between Chorus Apartments and Artessa and the Blake Road Townhomes, connecting people from Blake Road N to the Minnehaha Creek Greenway. The corridor is anchored at the west-end with a small plaza and public art to invite people off Blake Road N. At the center of the corridor a courtyard is provided, featuring a small gathering area with a lawn area and patio with pergola. Chorus Apartments and Artessa, as well as the Blake Road Townhomes will connect to the central walkway with front stoops/walks from individual residential units. The walkway, running east/west, is designed to include permeable pavers and stormwater treatment planting areas to provide stormwater infiltration. Cutouts for site furnishings/seating are provided along the central walkway.

Native plantings include shade and ornamental trees, shrubs, and groundcovers. Pedestrian-scaled site lighting and wayfinding will provide a safe and convenient pedestrian environment.

Cedar Lake Trail Connections

Three opportunities to connect with the Cedar Lake Regional Trail are provided – at the Blake Road Plaza, the Woonerf, and promenade that connects the Central Plaza and Greenway Commons to the future trailhead designed by MCWD. The goal is to provide safe and convenient connections to the regional trail from the proposed development, encouraging people to walk, bicycle, and utilize public transit, and to invite trail users to visit the amenities provided within the development at 325 Blake Road N.

Streetscapes

The primary roadway through the site is designed as a tree-lined parkway, delivering people from Blake Road N through the site to development parcels, parking garages, open spaces, the Minnehaha Creek Greenway, and eventually connecting to Lake Street. The parkway will include turf boulevards, street tree plantings, pedestrian-scaled street lighting, site furnishings, and wayfinding signage. On-street parallel parking and detached sidewalks will provide a safe environment for pedestrians. Raised benches are designed to provide traffic calming measures and safe pedestrian crossings where pedestrian spines cross the parkway. ADA compliant concrete sidewalks will be provided for pedestrian movement throughout the site, providing connections to open spaces and trails for everyone.

BUILDING DESIGN

Blake Road creates an exciting, high density, mixed-use development oriented towards pedestrians, bicyclists, and public transportation. It offers not only its' residents, but the neighborhood and the regional network in its entirety, a place to live, work and play. Chorus Apartments and Artessa both offer one or two levels of mostly below grade podium parking and five stories of wood frame residential construction above those.

Crescendo Apartments, comprises both a concrete 15-story residential structure and a 5-story wood frame residential building wrapping around a 6-level concrete parking structure. Of note, the concrete mid-rise will offer amenities for the whole development such as a 6,168 sqft gym, lounge, and remote work facilities on top of a publicly accessed roof deck bar with outstanding citywide views in three directions.

Duet Apartments is to be constructed as a wood-frame building, 5-story Type III podium top above a 3-story parking structure. The project seeks to minimize the externalities created by surface level parking and maximize the density and pedestrian configurations for an urban experience in an otherwise suburban location. The site plan has significant design characteristics that will make public transportation, multi-modal sharing, and access to the Green Line Blake Road LRT Station a comfortable and intuitive experience to encourage alternatives to single-occupancy vehicles and corresponding trips. This could only be done with the tremendous infrastructure improvements that the City of Hopkins, Three Rivers District, and Met Council have already invested in.

The proposed townhome neighborhood, Blake Road Townhomes, will have 32 three-story townhomes, the site will have access to walking trails along a newly constructed creek bed, wetland complex and nature areas being created by the Minnehaha Creek Watershed District. Each home will have a 2-car garage accessed off the rear alley and will have guest parking on the adjacent public street as well as in the adjacent Duet Apartments parking ramp. The project also proposes another set of amenities open to the public with restaurant retail pads open to the creek and to a newly developed pond and water cascade area via generous outdoor decks with direct access to the adjacent waterflows.

Architecturally, the project proposes a contemporary but timeless architecture. Designed for human scale and with the pedestrian at top of mind, the Project offers a distinct base on all buildings including ground

floor access to many of its units, and a clear top level with distinct materials and color palette. While all buildings follow this format, each one has its own character and individually unique characteristics. The design looks for individuality without sacrificing contextuality within the overall development project.

All dwelling units will support the latest in technology while striving to provide a sustainable living experience. Housing units, common areas, and amenities incorporate high-efficiency and Wi-Fi controlled appliances, low-flow water fixtures, low-VOC paints, building-wide recycling practices and solar panels for electricity generation. Acoustical performance between units will exceed Building Code requirements for resident comfort and privacy. Select buildings within the Project will also seek LEED Certification and commissioning.

Exterior materials used are a combination of brick, cast-stone, metal and glazing to ensure durability and quality for a generational development asset. Conceptually, lower levels use a combination of brick and cast stone as primary materials at the base, corners, building entries and garage entries. Metal, in various forms, is used mostly on upper levels and above the pedestrian scale that will be encountered. Intermediate levels are a combination of these two materials mentioned plus different cementitious panel solutions with multiple façade aesthetic options. An enhanced and energy efficient HVAC variable refrigerant flow (VRF) system ensures that building facades are uninterrupted, rather than the common solution that presents louvers into the façade design for a sometimes-unsightly exterior aesthetic.

TRANSPORTATION – Parking and Traffic Generation

A comprehensive traffic study has been completed for the project as an accompanying report for the Environmental Assessment Worksheet (“EAW”). It should be noted that the most substantial deviation from the current EAW report and is the total amount of parking spaces offered in the development. The current Site Plan proposes 1,314 total parking spaces allocated amongst residential, retail, and commercial uses. The EAW contemplates 1,143 with a majority of the additional parking spaces in the current Site Plan being realized in Duet Apartments for public retail uses and development visitors. While the total parking stall count has increased, the traffic analysis considered a larger unit count and intensity of up to 875 residential units for the entire Site Plan when Level of Service iterations were computed. For comparison, the current Site Plan has only 823 residential units across all proposed buildings. It should also be noted that the phasing described in the Proposed Site Trip Generation is slightly different than the material in this application, however it does not impact the trip generation for either the 2025 Horizon Year of the 2040 Horizon Year.

DEVELOPMENT PHASING

Commencement of construction of the various phases is dependent upon market conditions now and into the future as well as other external factors relating to the various entities and stakeholders that will be working through the redevelopment effort for the site located at 325 Blake Road N. Subject to those conditions, the development team currently anticipates the following construction start dates for the various phases:

- Phase 1A: Chorus Apartments – Completed – December 2023
- Phase 1B: Q2 2024 – Spine Road, Public Infrastructure, Stormwater Treatment, Artessa, Duet Apartments, Blake Road Townhomes
- Phase II: Latest Q4 2024 – Crescendo Apartments

CITY APPLICATIONS/APPROVALS

- Amendment to PUD – 325 Blake Road N Development
- Site Plan Approval(s) for Artessa (Building B), Crescendo Apartments (Building C), and Duet Apartments (Building D)
- Amended Preliminary & Final Plat – Outlot C (Blake Road Townhomes)

PROPOSED DEVIATIONS FROM RX-TOD ZONING STANDARD

Please refer to the Applicant's Amendment to PUD / Re-Zoning Application – Exhibit A for detail surrounding deviations from the RX-TOD zoning standards.

SUPPORT FOR PROPOSED DEVIATIONS

The applicant believes the development, as proposed with deviations from zoning code ordinances, is a high-quality proposal for the City of Hopkins and aligns with overall Comprehensive Plan goals. To ensure a high-quality development, the applicant is proposing the following enhancements in support of the proposed deviations:

Site Access Improvements

A new network of publicly accessible streets and pedestrian corridors divides the site into pedestrian-scaled, walkable quadrants and connects the surrounding context to the Blake Road LRT station, Minnehaha Creek, and the Cedar Lake Regional Trail. The new tree-lined parkway becomes the crucial spine from which stems primary building entries, active uses, and a series of common open spaces. The East/West and North/South pedestrian spines further break down proposed development sites, improving pedestrian circulation and creating a tree-lined pedestrian ways and walk-up residential units.

As described under the 'Streetscape and Public Realm' section, the project vision includes extensive pedestrian improvements for the area, including sidewalk connections through the site that do not exist today. The street trees, parallel parking zones, and raised pedestrian crossings provided along the parkway will help to calm traffic and provide a safer environment for people, bikers, and drivers. The pedestrian zone along the proposed parkway supports public street amenities including benches, bike racks, street lighting and planting beds.

Building setbacks provide comfortable buffer zones between street right-of-way and the building edges. The proposed setbacks offer a balance of enough distance to create green zones without compromising the more urban goals of transit-oriented development. This balance of ample though not excessive setbacks prioritizes pedestrians and human activity in and around the site.

Exceeding Stormwater Standards

The applicant is exceeding the Minnehaha Creek Watershed District and City of Hopkins' minimum standards for stormwater treatment. Runoff from this site will be conveyed to the proposed 325 Blake Road N regional stormwater treatment facilities via a combination of proposed storm sewer, the Lake Street Diversion and recirculation of pumped stormwater through the Cascade. The previous Cold Storage facility had large impervious area of both rooftop and pavement that flowed untreated to Minnehaha Creek. The proposed project reduces the amount of impervious surface and provides rate control, treatment, and volume control through the use of permeable pavements, filtration, infiltration, underground storage and cycling of pumped stormwater through the Cascade to provide biofiltration, infiltration and storage. The pumped stormwater will flow through Cascade in a series of pools and riffles and end in a waterfall into the upper cell of the MCWD pond, then flow over a weir to the lower cell, where the water will be drawn up at the Pavilion, screened of floatables and pumped through a forcemain to the west-end of the Cascade to start the cycle over. The pump will have a base flow to keep water flowing through the Cascade continuously, then will be throttled up during stormwater events to engage the upper portions of the Cascade storage and overflow into the underground stormwater chambers under the skating plaza. This pumped system allows for water level control and continuous infiltration that is not feasible with a traditional gravity system.

This is a substantial improvement from the Cold Storage site condition that was primarily impervious surface with stormwater that ran off without any treatment or attenuation. A total existing (previous)

assumed impervious for the site was 10.57 acres, the proposed impervious is 9.75 acres, a reduction of 0.82 acres.

The required infiltration of the 1-inch event requires volume control of 0.8125 acre-ft. The infiltration systems as proposed provide 0.689 acre-ft of volume at a conservative 0.45 in/hr infiltration rate. The soil infiltration rates will be confirmed and adjusted to actual rates using Double Ring Infiltrometer testing. The remaining 0.124 acre-ft will come from the Cascade and the pumping system, the proposed design displaces approximately 12,000 cf of treatment volume = 0.275 acre-ft.

MCWD requires proposed runoff rates to be equal to or less than the existing condition. Total proposed site runoff rates will be reduced significantly, by approximately 25% in all rainfall events from the existing condition. The system also takes on offsite drainage from the Cedar Lake Trail that would otherwise go untreated.

The majority of the new/reconstructed site area will be dedicated to roof drainage, which is assumed cleaner than pavement runoff. This will further reduce pollutant loadings discharged from the site.

Enhanced Landscaping

The deviations in setbacks offer yards that are both deep enough for landscaping and green space and reasonable for creating a "street wall" for the pedestrian experience. The deviations also help to implement a comprehensive plan goal of creating a 'positive relationship to the street' by proposing appropriate setbacks for the residential density guided by the 2040 Comprehensive Plan (75-150 units per acre within ¼ mile of an LRT station platform).

High Quality Common Open Spaces

As previously mentioned under 'Streetscape and Public Realm,' the master plan includes a series of high quality common open spaces for residents, visitors, and community members to gather, recreate, and connect to nature. They also provide important opportunities to reduce urban heat island effect and stormwater runoff, while improving water and air quality.

Multi-Modal Opportunities

With immediate access to the Minnehaha Creek Greenway, Cedar Lake Trail, and Blake Road LRT station, proposed pedestrian and bike facilities will promote the use of multiple modes of transportation for residents and patrons to and from the project site. The proposed project includes additional bike facilities such as bike pump/repair stations, trail maps, seating for trail users and wayfinding signage.

Support of Comprehensive Plan Goals

The project supports and further advances a number of goals outlined in the City's 2040 Cultivate Hopkins Plan. See summary of these goals below within the PUD statement section.

AMENDED PLANNED UNIT DEVELOPMENT STATEMENT

Per Hopkins, Minnesota, Code of Ordinances, Part III – Land Development, Chapter 102 – Planning and Zoning, Article XX. – Planned Unit Development, Sec. 102-680, (e), (6), the applicant is responding to the following:

- A written statement generally describing the proposed PUD and the market which it is intended to serve and its demand showing its relationship to the city's comprehensive plan and how the proposed PUD is to be designed, arranged, and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of the city.

Market

Project goals and public benefits envisioned for the development site at 325 Blake Road N are as follows:

- Environmentally and Fiscally Sustainable – the project will not create negative environmental externalities while also fiscally supporting itself due to dense, usable infrastructure with a significant tax base to benefit projects outside of the MCWD development project for years to come. The process of ensuring that the project makes the space better than it was before will culminate with a state-of-the-art regional stormwater infrastructure installment in and around a dense, vibrant housing development, that will add vitality to the already vulnerable Minnehaha Creek Watershed District.
- Spectrums of Housing & Affordability – Market-rate, mixed-income, and low-income rental opportunities partnered with townhome living arrangements in for-sale product mean that a diverse demographic and socioeconomic population can live here and enjoy the same quality of life. The concept of the “15 Minute City” will further enhance affordability for residents, nearby residents, and the public alike by reducing dependency via the tax that is vehicular ownership, maintenance, etc. thanks in no small part to multi-modal connections with the Green Line LRT and Cedar Lake Regional Trail bike and pedestrian corridor. The Alatus has also included a large fitness, wellness, and remote work facility to be shared by all residents of the community to facilitate the creation of a true neighborhood center.
- Progressive Sub-Urban Design Concepts – High quality housing, retail, and infrastructure improvements, along with a pedestrian and bicycle first infrastructure scope, that will be a baseline benchmark for future development projects in the city of Hopkins and in the larger Twin Cities region, at a minimum.
- Inclusivity of Natural and Man-Made Resources for All – Too often natural resources in urban corridors are only eligible to the privileged able to afford a “lake” or “waterfront” private parcel. By inviting residents of Hopkins to enjoy the substantial investment from the Minnehaha Creek Watershed District into this regional corridor, this natural resource will remain a public attraction and amenity for all to enjoy for years to come in a multitude of ways.

The nature of the proposed development is concentrated on creating a spectrum of opportunities for community members of all different backgrounds. The proposed housing mix will include the creation of a 15-story mid-rise for views unlike any seen in the west-suburban market, interspersed with low-rise market-rate developments, a low-income housing tax credit property with 30, 50% and 60% AMI rental and income restrictions, and for-sale townhome / condominium offerings. The Site Plan estimates the following unit types and counts for housing options on the development site:

- **Chorus Apartments / Building A (COMPLETED):** Applicant – Alatus LLC; 5-story, 116-unit low-income housing tax credit development (30%, 50% and 60% AMI rental and income restricted units) with 75 underground parking stalls
- **Artessa / Building B (PROPOSED):** Applicant – Alatus LLC; Sub-Applicant – Artessa / Lifestyle Communities; 5-story, 65-unit for-sale senior co-op development with 96 underground parking stalls
- **Crescendo Apartments / Building C (PROPOSED):** Applicant – Alatus LLC; 15-story, 231-unit multi-family market-rate Type I development of which up to 15% of the units will be designated hotel units for shorter-term stays complete with elevated hotel and hospitality services; 5-story, 164-unit multi-family market-rate development; 8,960 sqft of retail; 602 above-ground parking stalls

- **Duet Apartments / Building D (PROPOSED):** Applicant – Alatus LLC; 8-story, 215-unit multi-family mixed-income development (43 of the units to be designated at 60% AMI) with 446 above-ground parking stalls; some stalls available for flexible commercial space parking
- **Blake Road Townhomes / Townhome (PROPOSED)s:** Applicant – Alatus LLC; Sub-Applicant – Ron Clark Construction & Design; 3-story, 32 townhome units with variable pricing; 64 attached garage parking stalls

The commercial space envisioned for the property, currently at approximately 17,960 sqft, is envisioned to be community oriented with an eye toward attracting the existing residents of Hopkins that enjoy the density of their Downtown Hopkins and also for the bike or pedestrian commuter stopping through on the public infrastructure tied into the backbone of the project. The impact of the Green Line Southwest LRT will be compounded with the proposed development improvements.

The Project is expected to have a mixture of locally sourced restaurateurs, brewery, and distillery opportunities with indoor and outdoor experiences for optimization of space in both the summer and winter, as well as more affordable commercial space leasing options for the relocation of existing Hopkins community retail locations that are having to make decisions about their upcoming leasehold interests.

Alatus will deliver an incredibly important development node along Blake Road N, as envisioned in numerous planning documents, including the East Hopkins Land Use & Market Study, Blake Road Corridor Study and the Blake Road LRT Station Area Development Guidelines. This project will be an important link between the LRT station and the Minnehaha Creek Greenway and continued momentum for development in the area. Many of the development recommendations outlined in the station area development guidelines are being realized within the proposed project. Here are just a few of the stated goals that will be supported by the project’s site and building design:

Site Design:

- Create a connected, walkable, mixed-use, sustainable neighborhood, with a pedestrian-oriented and human-scaled streetscape, and a vibrant public realm.
- Improve safety and security with strategies such as “eyes on the street”, improved lighting, and other practices such as CPTED (Crime Prevention Through Environmental Design).
- Support transit-oriented development by providing site design features that enhance multi-modal access, provide bicycle accommodations (racks, lockers, trail maps, signage, etc.) for businesses and residents, and improve pedestrian and bicycle connections to the future Blake Road LRT Station and the Cedar Lake Regional Trail.
- Provide high quality common open spaces that offer places for residents, visitors, and community members to gather, recreate, and connect with nature.
- Utilize landscaping and streetscape amenities to create a pedestrian-friendly environment.
- Limit surface parking with new development by incorporating underground or structured parking.

Neighborhood Diversity:

- Provide for a range of housing types and price points to meet the needs of people in all stages of life, with the design flexibility to accommodate changing lifestyle needs.
- Utilize universal design principles that can respond to changing demographic needs and anticipate in innovative ways to address the dynamic and changing needs of residents.
- Strengthen the vitality of the area through increased density and a mix of retail/restaurant and residential uses.
- Promote high-quality design.
- Enhance a sustainable neighborhood by promoting energy efficiency and renewable energy.

- Create opportunities to live, work, learn, play – the spectrum of elements for a healthy community.
- Engage with diverse communities to develop opportunities for public art, interpretation, and wayfinding.

Sustainable Design:

- Improve water and environmental quality.
- Incorporate sustainable development practices into new construction projects.
- Utilize native plantings to conserve water use and reduce maintenance needs.
- Incorporate best practices for stormwater management.

Neighborhood vitality and livability:

- Multi-family housing amenities that provide work-from-home opportunities and shared spaces for larger gatherings.
- Medium to high-density residential that preserve green space and enhance street-level amenities.
- Ground level uses that enhance the public realm.
- Enhanced connections to Minnehaha Creek.
- High quality open spaces that provide places for outdoor gathering, recreation, and healthy living.
- Increased opportunities for residents of all ages to live and work in the area.
- The potential for commercial uses that enhance rather than compete with downtown Hopkins Mainstreet vitality.
- Potential to support small cultural businesses that serve the community.
- Convenience services (e.g. pet maintenance areas, bike repair, etc.).
- Welcome developers and businesses that operate with equity principles of hiring and wages.

Comprehensive Plan

The 2040 Comprehensive Plan Update – Cultivate Hopkins – guides this property as Activity Center. Activity Centers surround and support the planned Blake Road and Shady Oak light rail stations along the Southwest LRT Green Line Extension. These areas will include moderate density to high-density mixed-use development designed to complement and enhance the existing development pattern in these areas and support the public investment in transit. The Activity Center areas are expected to experience significant reinvestment and redevelopment to absorb a substantial portion of the city’s anticipated future growth.

Development in the Activity Center areas is expected to be medium to larger scale neighborhood and regional uses with an approximate mix of 75% residential and 25% commercial. Densities in these areas will typically range from 20-60 units per acre, with 75-150 units per acre within ¼ mile of an LRT station platform.

The proposed project illustrates a residential density that is consistent with the Activity Center guidance, but it falls short of the 2040 guidance for commercial space percentage. Crescendo Apartments will provide 6,660 sqft of retail/restaurant space fronting Blake Road N, 6,168 sqft of health club space shared by the residents, 2,800 sqft of co-working space shared by the residents, and 2,300 sqft of roof top bar with public access. The free-standing restaurants located near the MCWD stormwater pond will provide 9,000 sq ft of retail/restaurant space open to the public. The applicant believes strongly that multi-family residential is highest and best use for this location. The constraints of the site are prohibitive to adding traditional retail space to the development.

The Applicant is responding to the 2040 Comprehensive Plan with an overall development project that supports the following stated goals:

- Encourage transit-oriented development (development that emphasizes pedestrian and bicycle connectivity and a broader mix of uses at densities that support transit) in areas with high quality transit service, especially within a quarter mile of light rail stations or high-frequency bus routes.
- Plan for appropriate amenities, high-quality design, pedestrian and bicycle facilities, and open space in high growth areas, particularly in the Neighborhood Center, Activity Center, and Downtown Center future land use categories or other areas in close proximity to transit.
- Improve pedestrian and bicycle access throughout the community, particularly in the Centers future land use categories as defined and designated in the comprehensive plan or other areas in close proximity to transit.
- Engage the community to explore how to increase the mix of housing types near transit corridors, parks, and the Centers future land use categories as defined and designated in the comprehensive plan.
- Encourage all new projects to have a positive relationship to the street by orienting main entrances to the front of the property, connecting the front door to the sidewalk, and reducing parking between the building and the street as much as possible.
- Promote the development of high-density transit oriented mixed-use development around planned Green Line Extension light rail stations.
- Establish strong identities for emerging Centers and Districts as defined and designated in the comprehensive plan. Their identities should evolve from unique features of the area.
- Design streets, parks, and open spaces to encourage pedestrian activity, public gathering, and art in its various forms.
- Encourage creative placemaking throughout the city, particularly in the Neighborhood Center, Activity Center, and Downtown Center future land use categories as defined and designated in the comprehensive plan.
- Support community events hosted in public parks and facilities to help foster a sense of community and celebrate Hopkins' distinct character and diversity.
- Use urban design elements, building massing, land use strategies, and public realm improvements to provide appropriate transitions between developments – particularly those of different scale and intensity.
- Encourage pedestrian and bicycle continuity and connection between established and developing areas of the city.
- Carefully manage vehicular access and parking to minimize its impact on individual developments, the public realm, and the overall fabric of the community.
- Encourage all development projects to be durable and environmentally responsible.
- Encourage all developments to incorporate common spaces (interior or exterior) that help enhance the public realm and sense of community.
- Assist adults and kids in maintaining healthy, active lifestyles by providing a range of recreational facilities and programming that are accessible and convenient.
- Support development in areas that are or will be served by transit, bicycle, and pedestrian infrastructure to reduce dependency on automobiles for travel.
- Support greener development patterns through stormwater management and landscaping of sites.
- Encourage the use of drought-tolerant plantings, promote irrigation systems that utilize reclaimed water, and incentivize systems that collect rainwater for reuse.
- Implement and encourage the use of stormwater Best Management Practices to reduce the speed and impact of stormwater runoff.
- Incorporate permeable paving, bioretention cells, buffer strips, swales, and other strategies that address stormwater runoff, where applicable.

- Support a reduction in vehicle emissions by improving travel efficiency and promoting non-auto modes of transportation, including walking, biking, and public transportation alternatives.

Designed, Arranged, Operated

This project will not impede improvement of surrounding properties, and the amended PUD is designed and arranged to permit the orderly development and use of neighboring property in accordance with the applicable regulations of the City. The organization of the parcels within this development is specifically intended to create a walkable, bikeable, transit-oriented urban community in a suburban location. The height and associated density of the project will provide housing to help meet City goals for increasing housing options in Hopkins along transit corridors. The Project has intentionally focused density on the southwest portion of 325 Blake Road N closest to the Southwest Green Line LRT station at Blake Road N. The proposed housing density as one travels to the northeast tapers to better align with surrounding densities in existing neighborhoods and to minimize the visual impacts on the Minnehaha Creek Greenway. The proposed residential and retail uses are compatible with and will enhance the existing character of the Blake Road Station area. High-density, mixed-use redevelopment of this site is consistent with City goals and, by being responsive to the land use policies for this area, the project will promote the orderly development of the Blake Road Corridor.

The contemporary, high-quality building design will be an attractive addition to the built environment along Blake Road N and the Cedar Lake Regional Trail and the mix of uses will improve and activate the pedestrian realm along Blake Road N but also provide an improved experience for pedestrians wishing to access the Minnehaha Creek Greenway. The proposed development will not be detrimental to or endanger the public health, safety, comfort or general welfare, and approving the PUD will allow a transit-oriented, mixed-use development that is consistent with the goals of City's comprehensive plan. Redevelopment of this once industrial site will have a positive effect on the health, safety and vitality of the area. The new construction will comply with all building, health, and site development codes.

	UNDERLYING ZONING	UNDERLYING ZONING ANALYSIS						PROPOSED PUD TO MEET THE SPIRIT OF THE
		BLDG A	BLDG B	BLDG C	BLDG D	TWNHMS	RETAIL/ENTERT.	
	Project Names	Chorus Apts	Artessa Coop	Crescendo Apts	Duet Apts	Ron Clark -no name yet	Food Hall?	
REGULATIONS	RX-TOD							
Allowed Principal Use Classifications	<ul style="list-style-type: none"> ▪ Household Living, 1+ units to 5+ units ▪ Group Living, Small ▪ Lodging ▪ Office ▪ Retail & Entertainment (<25% of footprint) ▪ Parks & Open Space ▪ Liquor Sales, Off-Sale (limited) ▪ Tobacco Sales Establishment (limited) ▪ Manufacturing, Artisan (limited) ▪ College ▪ Community Assembly ▪ Cultural Facility 	Household Living, 5+ units	Not Permitted by RX-TOD	All Underlying Uses Plus: <ul style="list-style-type: none"> ▪ Retail & Entertainment Up to 25,000 sf main floor footprint ▪ Brewpub (not limited) 				

Allowed Building Types	General Building; Row Building	General Building	General Building	General Building	General Building	Row Building	General Building	As allowed by RX-TOD
Front Streetwall (% with build-to line, excluding side setbacks)	GB: 80% min. RB: 80% min	Complies	Complies	Not complied (0%)	Not complied (0%)	Complies		Alternative design review
Front Street Setback	7.5 ft min.; 15 ft max		10 ft. min; 25 ft. max (35 ft max for courtyard facades)	Not complied (37'-119')	Not complied (67'-175')	Variance to 5 ft min		GB: 10 ft min.; 175 ft max RB: 6 ft min; 15 ft. max
Non-Front Street Setback	5 ft. min.; 15 ft max		18'	Not complied (22'-63')	Complies (12')	5 ft. min, except for 4 units not near rear line		5 ft. min.
Side Setback	GB: 5 ft min. RB: 12 ft min.; 12 ft between buildings		11'	Complies (26')	Complies (14')	Complies		As allowed by RX-TOD
Rear Setback	GB: 0 at min.; 20 ft. alley or rail r.o.w.; 20 ft. min. RB: 20 ft.		9'	Complies (16')	Not complied (14'-24')	0 ft min to Alley Outlot		GB: 0 at min.; 10 ft. alley or rail r.o.w.; RB: 10'
Impervious Site Coverage	GB: 80% max. RB: 70% max		90%	Complies (82%)	Complies (80%)	Complies (81%)		90% max
Additional Semi-pervious Coverage	+15%		+10%	+10%	+10%	+10%		As allowed by RX-TOD
Parking & Driveway Access	GB: Off alley or non-front street; if no alley or non-front street exists or is planned, off front street is allowed Max. 22 ft.		Not Compliant	Complies	Complies	Complies – off Alley – but our alley has 2 access points		Up to 2 access points off alley or non-front street.

	width at sidewalk without median Max. 1 access per development per street RB: Off alley or non-front street; if no alley or non-front street exists or is planned, off front street is allowed; Max. 12 ft. width at sidewalk without median; Max. 1 access per development per street							
Attached (Podium) Parking Location	GB: 20 ft. min. behind front facade in rear of building RB: Rear of building, min. 15 ft. behind front facade		0'	Complies	Complies	N/A		0 ft min. with façade screening consistent in composition with other non-screening facades
Garage Door Location	GB: Rear, interior side, and side facades RB: Rear; not visible from a front street and screened from non-front streets		Complies – interior side(s)	Complies -side facade	Complies -side facade	Complies - rear façade – will install some landscape screening where back bldg. garage door is visible at North access		As allowed by RX-TOD

Surface Parking Location	Rear Yard		Complies	Not complied	Not complied (on side yard)	No surface parking except on public Street		Rear & Side Yard
Street Setback	No closer to lot line than principal building		Complies	Complies	Complies	Complies		As allowed by RX-TOD
Non-Street Setback	3 ft. min.		Complies	Complies	Complies	Complies		As allowed by RX-TOD
Building Height	GB: 2 stories min; 10 stories max RB: 2 stories min., 3 stories max. CB: 1 stories min.; 24 ft. min		Complies - 5 stories	Not Complied - 15 stories	Complies – 8 stories	Complies – 3 stories		GB: 2 stories min; 15 stories max
Ground Story Height	9 ft. min.; 14 ft. max		9 – 14 ft ceilings	21'-4" ceilings	9' ceilings	9' ceiling		GB: 9 ft. min.; 22 ft. max RB: 9 ft. min.; 14 ft. max
Upper Story Height	9 ft. min.; 14 ft. max		9 ft. ceilings	9 ft. ceilings	9 ft. ceilings	9 ft ceilings		As allowed by RX-TOD
Roof Types	GB: Flat, Parapet, Pitched		Parapet	Flat/ Parapet	Parapet	Flat		As allowed by RX-TOD
Tower Feature	GB: Allowed RB: 1 per unit; max width 12 ft.		N/A	Complies	N/A	N/A		As allowed by RX-TOD
Transparency: Front Façade – Ground Story	20% min		Complies - 42.2%	Complies (80%)	Complies (21%)	Complies (30%)		As allowed by RX-TOD
Blank Façade Segments	GB: No bays or 15 ft. wide sections of any story may be without transparency.		Complies	Complies	Not complied	Complies		Alternative design review. No bays or 50' wide sections of any story may be without

	RB: No bays or 10 ft. wide sections of any story may be without transparency.							transparency or material changes.
Transparency: Front Façade – Upper Story	20% min		Complies (29%)	Complies (53%)	Complies (33%)	Complies (30%)		As allowed by RX-TOD
Transparency: Non-Front Facades	GB: 18% min		Complies	Complies	Complies	Does not Comply (~10%)		10%
Building Entrance Location	GB: One per every 120 ft. on front façade RB: One per unit on front facade except 1 per every 3 units may be located off a courtyard.		Complies	Complies	Not complied	Complies – one per unit		One per every 240'
Entrance Transition Type	GB: Stoop RB: Porch or Stoop		Complies	Not complied	Complies	Complies – porch or stoop		Porch or awning
Ground Story Elevation	Between 18 in. and 30 in. above grade or between 30 in. and 4 ft. with a visible basement, except in floodplain locations.		GB: 3 – 5 ft without visible basement	Not complied	Not complied	2 ft to 5 ft		GB: 6" – 5 ft without visible basement
Horizontal Divisions with Shadow Lines	GB: One within 3 ft. of the top of any story between the basement and 3 rd RB: One between any basement, ground story, and		One within 3 ft of the top main floor, only on one Front Streetwall elevation	Complies	Complies	Complies		One within 3 ft of the top of main floor only on one Front Streetwall elevation

	the top of the ground story							
Vertical Divisions with Shadow Lines	One per every 120 ft. of street facade		Complies	Complies	Complies	Complies		As allowed by RX-TOD
Front Streetwall Exceptions: Courtyards	One courtyard may count towards Front Streetwall when abutting the setback zone. Courtyard facades must be treated as front frontage per facade regulations for the building type and any design regulations in Article 7.		Covered garage access doesn't meet definition of courtyard facade	N/A	N/A	N/A		Structures covering vehicular circulation that separate a courtyard from the front streetwall are considered to be the "courtyard facade" provided they are of consistent style and material present on other areas of the building
Vehicular Parking	1.2 (enclosed) per dwelling units. For non-residential use, it may not provide parking in excess of 125% the min. motor vehicle parking ratio.		Complies	Complies	Complies	Complies – 2/unit enclosed - rest on Street or in shared ramp		GB: Min. 1.2 (enclosed) per dwelling unit. May not provide parking in excess of 1.7 (enclosed) per dwelling unit. RB: min. 1 (enclosed) per dwelling unit. May not provide parking in excess of 2.0 (enclosed) per dwelling unit.
Bicycle Parking (Long term)	1.1 per unit. Min. 90% Long-term. Be located with direct access by the bicycle rider, with no more than 50% of the required spaces requiring		Not Complied	Not complied	Not complied	Garage will have space for 1-2 long-term bikes to be stored		0.5 -1 per unit, Min. 75% Long-term. Be located at the same spot of assigned vehicular parking

	the use of stairs or elevators							
Bicycle Parking (short term)	Short-term bicycle parking spaces must be located within 50' of a building entrance.		Complies	Complies	Complies	Complies - space at their front entrance walk		As allowed by RX-TOD
Building Design								
A shadow line must be located within 2' of the top of the uppermost story			Not Complied	complied	complied	Not complied		Alternative design review
Flat roof-eaves must have a depth of at least 14", and min. 6" thick.			Complies (parapet)	Complies	NA	Complies (parapet)		Alternative design review
<p>Façade Materials-</p> <p>1. Allowed major façade materials must be applied to a min. of 65% of all street or other front facades. Other front facades include those facing civic space.</p> <p>2. A single major façade material must be used for each building façade segment, 60' or larger.</p> <p>3. A max. of 35% of each street or other front façade surface may be composed</p>			Not Complied	Not complied	Not complied	Complies		<p>Allowed major façade materials must be applied to a min. of 65% of front street or other front facades. "Front facades" to include those facing a public/common space.</p> <p>Major materials include thin brick, Metal panel and Specialty Wood-tone Siding.</p>

<p>of minor façade materials. Other front facades include those facing civic space.</p> <p>4. Interior side and rear (none-street) facades along any rail line and along any trail must be faced in a major façade material, a minor façade material, or materials allowed in table 7-3</p>								
---	--	--	--	--	--	--	--	--

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota.

Signature: 
Printed name: GREGORY FAULKNER
License #: 40199
Date Plotted: 12/21/2023

#	DATE	COMMENTS
1	12-21-2023	PUD ADJUMENT

These drawings are for preliminary coordination only and not to be used for regulatory approval or construction.



HUMPHREYS & PARTNERS
ARCHITECTS, L.P.
1030 W. PARKWAY, SUITE 200, CHULA VISTA, TEXAS 78017
PHILADELPHIA, PENNSYLVANIA; HOUSTON, TEXAS; CHICAGO, ILLINOIS; DENVER, COLORADO; SEATTLE, WASHINGTON; PORTLAND, OREGON; BOSTON, MASSACHUSETTS; WASHINGTON, D.C.



DEVELOPERS



RON CLARK

CIVIL

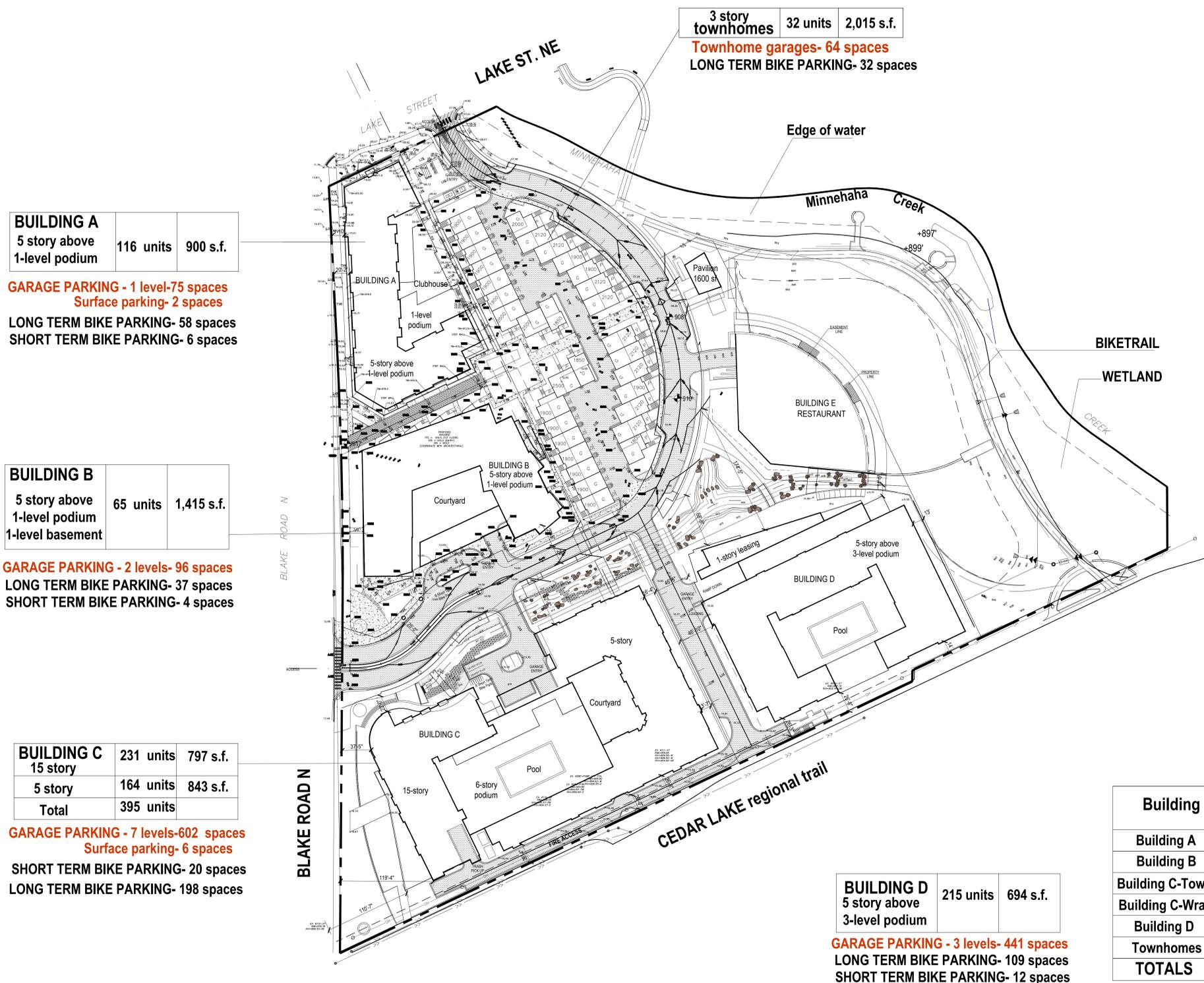


LANDSCAPE



SHEET CONTENTS:
ARCHITECTURAL SITEPLAN
ARCHITECTURAL SITEPLAN

SHEET NO.
A201



3 story townhomes 32 units 2,015 s.f.
Townhome garages- 64 spaces
LONG TERM BIKE PARKING- 32 spaces

BUILDING A
5 story above
1-level podium 116 units 900 s.f.

GARAGE PARKING - 1 level-75 spaces
Surface parking- 2 spaces
LONG TERM BIKE PARKING- 58 spaces
SHORT TERM BIKE PARKING- 6 spaces

BUILDING B
5 story above
1-level podium
1-level basement 65 units 1,415 s.f.

GARAGE PARKING - 2 levels- 96 spaces
LONG TERM BIKE PARKING- 37 spaces
SHORT TERM BIKE PARKING- 4 spaces

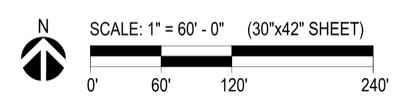
BUILDING C	231 units	797 s.f.
15 story		
5 story	164 units	843 s.f.
Total	395 units	

GARAGE PARKING - 7 levels-602 spaces
Surface parking- 6 spaces
SHORT TERM BIKE PARKING- 20 spaces
LONG TERM BIKE PARKING- 198 spaces

BUILDING D
5 story above
3-level podium 215 units 694 s.f.
GARAGE PARKING - 3 levels- 441 spaces
LONG TERM BIKE PARKING- 109 spaces
SHORT TERM BIKE PARKING- 12 spaces

Parking counts		
Bldg A	77 spaces	1-level podium
Bldg B	96 spaces	1-level podium+basement
Bldg C	608 spaces	6 levels + basement
Bldg D	441 spaces	3-levels podium
Townhomes garages	64 spaces	
shared Surface parking	37 spaces	
Bldg E - Restaurants	in bldg.D	
	1,323 spaces	

Building	Units	Stories
Building A	116 units	5 story over 1 level podium
Building B	65 units	5 story over 1 level podium + basement
Building C-Tower	231 units	15 story over 6 levels podium +basement
Building C-Wrap	164 units	5 story with basement
Building D	215 units	5 story over 3-level podium
Townhomes	32 units	3 story
TOTALS	823 units	



EXISTING	PROPOSED

DEMOLITION LEGEND:

- REMOVE EXISTING BITUMINOUS PAVING
- REMOVE EXISTING CONCRETE PAVING, SIDEWALKS, ETC.
- REMOVE EXISTING CURB & GUTTER, RETAINING WALLS, FENCE, ETC.
- REMOVE EXISTING UTILITIES
- REMOVE EXISTING MANHOLES, POWER POLES, LIGHT POLES, BOLLARDS, PARKING METERS, SIGNS, ETC.
- REMOVE EXISTING TREES
- LIMITS OF TREE REMOVAL

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PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Michael J. St. Martin - PE
License No. 24440
Date 12-21-23

QUALITY CONTROL

Loucks Project No. 20503A
Project Lead MJS
Drawn By NWC
Checked By MJS
Review Date 12-21-23

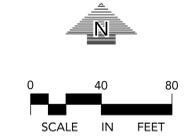
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TOLL FREE: 1-800-252-1166

DEMOLITION PLAN

C1-2

EXISTING	PROPOSED

SITE NOTES

- ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEET(S) AND STATE/LOCAL JURISDICTION REQUIREMENTS.
- ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND LOCAL/STATE REQUIREMENTS.
- ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
- BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
- BITUMINOUS PARKING STALLS AND DRIVE ISLES TO BE HEAVY DUTY BITUMINOUS
- SEE ELECTRICAL PLAN FOR SITE LIGHTING
- SEE ARCHITECTURE FOR SITE USE TABULATION.

SITE DATA

AREAS:	SQUARE FEET	ACRES
LOT 1, BLOCK 1	= 5,144 +/-	0.12 +/-
LOT 2, BLOCK 1	= 40,920 +/-	0.94 +/-
LOT 3, BLOCK 1	= 111,532 +/-	2.56 +/-
LOT 4, BLOCK 1	= 150,397 +/-	3.45 +/-
LOT 1, BLOCK 2	= 63,359 +/-	1.45 +/-
LOT 2, BLOCK 2	= 58,306 +/-	1.34 +/-
OUTLOT A	= 112,896 +/-	2.59 +/-
OUTLOT B	= 66,695 +/-	1.53 +/-
OUTLOT C	= 69,070 +/-	1.59 +/-
RIGHT OF WAY DEDICATION AREA	= 56,736 +/-	1.30 +/-
CREEK AREA	= 23,305 +/-	0.53 +/-
NET PROPERTY AREA	= 655,014 +/-	15.04 +/-
TOTAL PROPERTY AREA	= 735,055 +/-	16.87 +/-

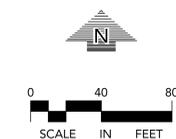
NOTE:

- SEE ARCHITECTURAL SITE PLANS FOR ZONING AND PARKING INFORMATION.

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C8-1-C8-3	DETAIL SHEET

EXISTING	PROPOSED

GRADING, DRAINAGE & EROSION CONTROL NOTES

- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED.
- FOR SITE RETAINING WALLS "TW" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "GW" EQUALS SURFACE GRADE AT WALL GRADE TRANSITION, AND "BW" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF BURIED WALL COURSES).
- STREETS MUST BE CLEANED AND SWEEP WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
- DUST MUST BE ADEQUATELY CONTROLLED.
- SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
- SEE UTILITY PLANS FOR WATER, STORM AND SANITARY SEWER INFORMATION.
- SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
- SEE LANDSCAPE PLAN FOR FINAL SITE STABILIZATION.
- PLANS ARE SHOWN PRIOR TO CONSTRUCTION AND COMPLETION OF BUILDING A - CHORUS APARTMENTS

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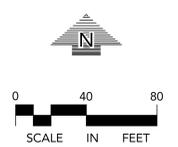
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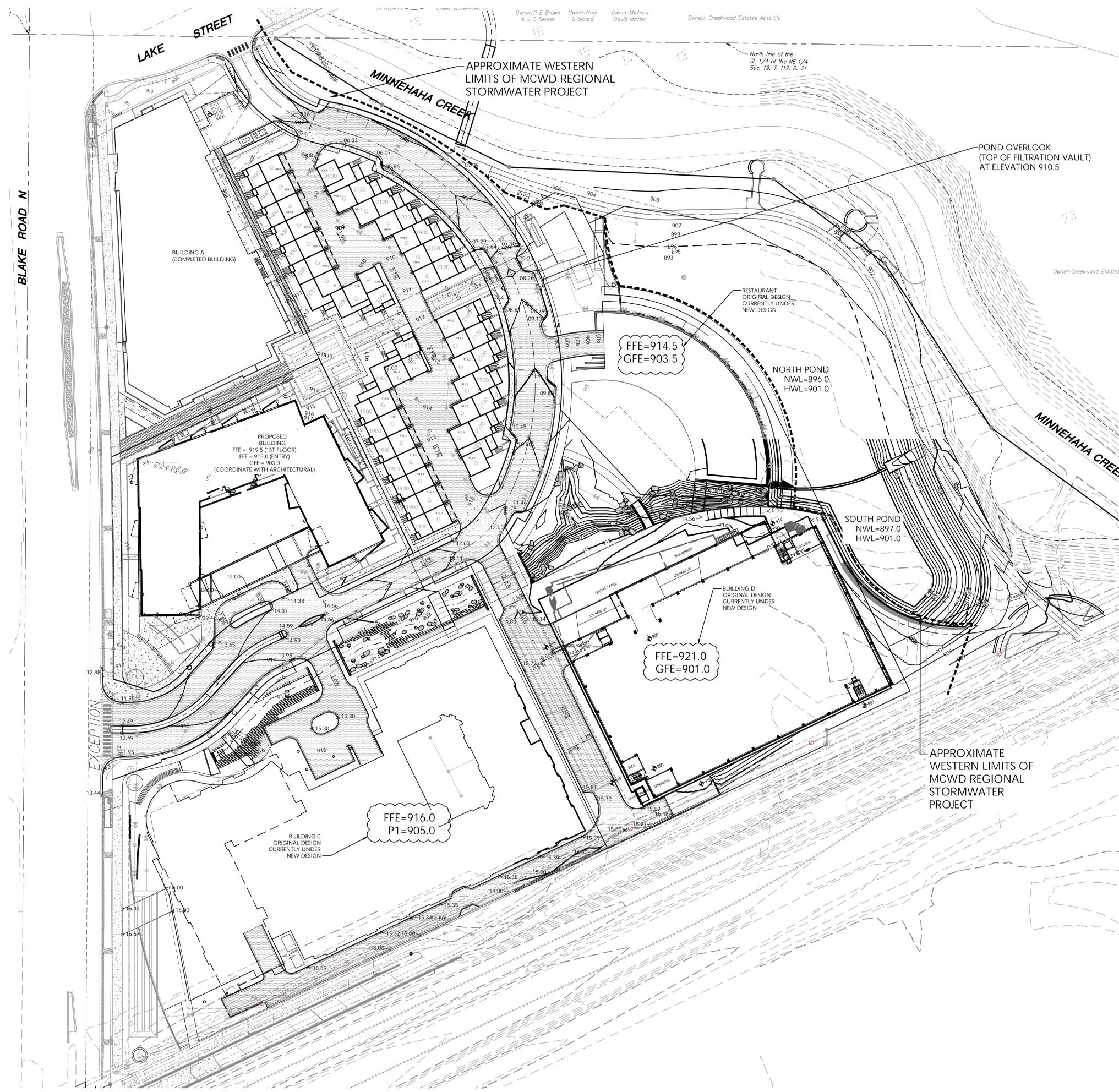
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Owner: R. E. Brown & J. C. Seurer
Owner: Paul G. Sicard
Owner: Michael David Matter
Owner: Creekwood Estates Apts Llc

North line of the SE 1/4 of the NE 1/4 Sec. 19, T. 117, R. 21

APPROXIMATE WESTERN LIMITS OF MCWD REGIONAL STORMWATER PROJECT

POND OVERLOOK (TOP OF FILTRATION VAULT) AT ELEVATION 910.5

FFE=914.5
GFE=903.5

NORTH POND
NWL=896.0
HWL=901.0

SOUTH POND
NWL=897.0
HWL=901.0

FFE=921.0
GFE=901.0

APPROXIMATE WESTERN LIMITS OF MCWD REGIONAL STORMWATER PROJECT

FFE=916.0
P1=905.0

BUILDING A (COMPLETED BUILDING)

PROPOSED BUILDING
FFE = 919.5 (1ST FLOOR)
EFE = 915.0 (ENTRY)
GFE = 903.0
(COORDINATE WITH ARCHITECTURAL)

RESTAURANT ORIGINAL DESIGN CURRENTLY UNDER NEW DESIGN

BUILDING D ORIGINAL DESIGN CURRENTLY UNDER NEW DESIGN

BUILDING C ORIGINAL DESIGN CURRENTLY UNDER NEW DESIGN

Owner: Creekwood Estates

EXISTING	PROPOSED

SWPPP LEGEND

	SILT FENCE
	INLET PROTECTION
	EXISTING DRAINAGE PATTERN
	PROPOSED DRAINAGE PATTERN
	EROSION CONTROL BLANKET
	BIO ROLLS

TEMPORARY PONDING

VOLUME
BUILDING A TEMPORARY PONDING REQUIRED FOR PROPOSED IMPERVIOUS: 3,808 CF

- 2023 OPTIONS
- REGIONAL POND ONLINE BEFORE BUILDING B CONSTRUCTED, POND VOLUME 3,808 CF
 - REGIONAL POND NOT ONLINE BEFORE BUILDING B CONSTRUCTED, POND VOLUME INCREASED TO 7,892 CF
 - B ONLY, POND VOLUME 4,084 CF
 - RE-EVALUATE NEEDS IF BUILDING C CONSTRUCTION IMPERVIOUS IS STARTED BEFORE REGIONAL PONDS ONLINE. (ADDITIONAL 6,171 CF POSSIBLE)

LOCATION
CURRENT TEMPORARY PONDING LOCATION AND OUTLET PIPE. VERIFY INVERTS AND VOLUME.

- 2023 OPTIONS
- BEFORE REGIONAL POND WALL CONSTRUCTION, POND REMAINS AS SHOWN
 - REGIONAL POND WALL CONSTRUCTION STARTED, MOVE TEMPORARY POND WEST/SOUTHWEST OUT OF WALL CONSTRUCTION. OUTLET TO BE REROUTED SOUTH AND THEN EAST TO AVOID WALL CONSTRUCTION.
 - RE-EVALUATE LOCATION WHEN BUILDING C AND D CONSTRUCTION INTERFERES WITH LOCATION.
 - RE-EVALUATE OUTLET PIPE WHEN REGIONAL TRAIL CONSTRUCTION BEGINS
 - PIPE UNDER TRAIL TO BE BURIED AND ABANDONED OR REMOVE AND PUMP AS NEEDED TO CREEK
 - REGIONAL PONDS ONLINE, REROUTE OUTLET TO REGIONAL PONDS

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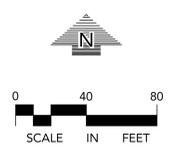
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HOPKINS, MN

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MINNEAPOLIS, MN 55402

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PLANNING
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ENVIRONMENTAL

7200 Homlock Lane, Suite 300
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LANDSCAPE ARCHITECTS
310 South 4th Avenue Suite 7000
Minneapolis, MN 55415 p. 612.332.7822

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SUBMITTALS/REVISIONS

12/21/2023 PUD AMENDMENT

THIS DRAWING SET IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION PURPOSES

PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Michael J. St. Martin PE 24440
License No. 12-21-23
Date

QUALITY CONTROL

Loecks Project No. 20503A
Project Lead MUS
Drawn By NWC
Checked By MUS
Review Date 12-21-23

SHEET INDEX

C1-1A-D	EX. CONDITIONS PLAN
C1-2A-D	DEMOLITION PLAN
C2-1A-D	SITE PLAN
C3-1A-D	GRADING PLAN
C3-2A-D	SWPPP PLAN
C3-3	SWPPP NOTES
C4-1A-D	SANIT. AND WATERMAIN
C4-2A-D	STORM SEWER
C8-1-C8-3	DETAIL SHEET

LEGEND

EXISTING	PROPOSED

UTILITY NOTES

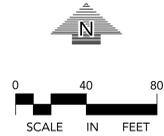
- ALL SANITARY SEWER, STORM SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT, AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), 2013 EDITION.
- ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION AND THE GEOTECHNICAL REPORT.
- ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS LOCAL AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
- ALL STORM SEWER, SANITARY SEWER AND WATER SERVICES SHALL TERMINATE 5' FROM THE BUILDING FACE UNLESS OTHERWISE NOTED.
- A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES UNLESS OTHERWISE NOTED.
- ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 7.5 FEET OF COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER, AND SERVICES AS REQUIRED. INSULATION OF WATER AND SANITARY SEWER LINES SHALL BE PROVIDED WHERE 7.5 FEET MINIMUM DEPTH CAN NOT BE ATTAINED.
- ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- PROPOSED PIPE MATERIALS:

SANITARY SEWER	CL 52 DIP	6" TO 8" DIAMETER
SANITARY SEWER	PVC SDR 35 & SCH 40	6" TO 8" DIAMETER
STORM SEWER	DUAL WALL HDPE	12" TO 15" DIAMETER
STORM SEWER	PVC SDR 35	8" TO 15" DIAMETER
- ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820
- ALL JOINTS AND CONNECTIONS IN THE STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT (SEE MINNESOTA RULES, PART 4715.0700). APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, AND OTHER STRUCTURES.
- HIGH-DENSITY POLYETHYLENE (HDPE) STORM DRAINS MUST COMPLY WITH MINNESOTA RULES, PART 4715.0540.
 - PIPES 4-INCH TO 10-INCH IN SIZE MUST COMPLY WITH AASHTO M252.
 - PIPES 12-INCH TO 60-INCH IN SIZE MUST COMPLY WITH ASTM F2306.
 - ALL FITTINGS MUST COMPLY WITH ASTM D3212.
 - WATER-TIGHT JOINTS MUST BE USED AT ALL CONNECTIONS INCLUDING STRUCTURES.
- CONTRACTOR AND MANHOLE FABRICATOR SHALL SUMP (LOWER) ALL STORM SEWER CATCH BASIN CASTINGS WITHIN PAVED AREAS 0.16 FEET OR 2-INCHES BELOW THE RIM ELEVATION DEPICTED ON THE UTILITY PLAN.
- ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE ALL SIGNAGE, BARRICADES, FLASHERS AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT THE EXPRESSED AUTHORITY OF THE CITY.
- THE CITY SHALL OPERATE ALL GATE VALVES.
- CONNECTIONS TO EXISTING MANHOLES SHALL BE MADE BY CORE DRILLING THE MANHOLE AT THE PROPOSED INVERT ELEVATIONS AND INSTALLING A RUBBER BOOT. GROUT IN THE BOOT AND AN INVERT FOR THE NEW SEWER LINE.
- PIPE LENGTHS SHOWN ON THE PLAN INCLUDE THE APRON SECTION.
- WATERMAIN PIPE SHALL BE DIP CLASS 52, INSTALLED WITH 7.5 FEET OF COVER TO TOP PIPE. FITTINGS SHALL BE COMPACT TYPE. PIPE AND FITTINGS SHALL HAVE A CEMENT MORTAR LINING. CONDUCTIVITY SHALL BE PROVIDED BY WELDED STRAPS ACROSS EACH JOINT.
- TRENCH COMPACTION SHALL BE 95% STANDARD PROCTOR DENSITY IN THE AREA FROM THE PIPE ZONE TO WITHIN 3 FEET OF FINISHED GRADE AND 100% IN FINAL 3 FEET OF THE BACKFILL TO FINISH GRADE.

WARNING:

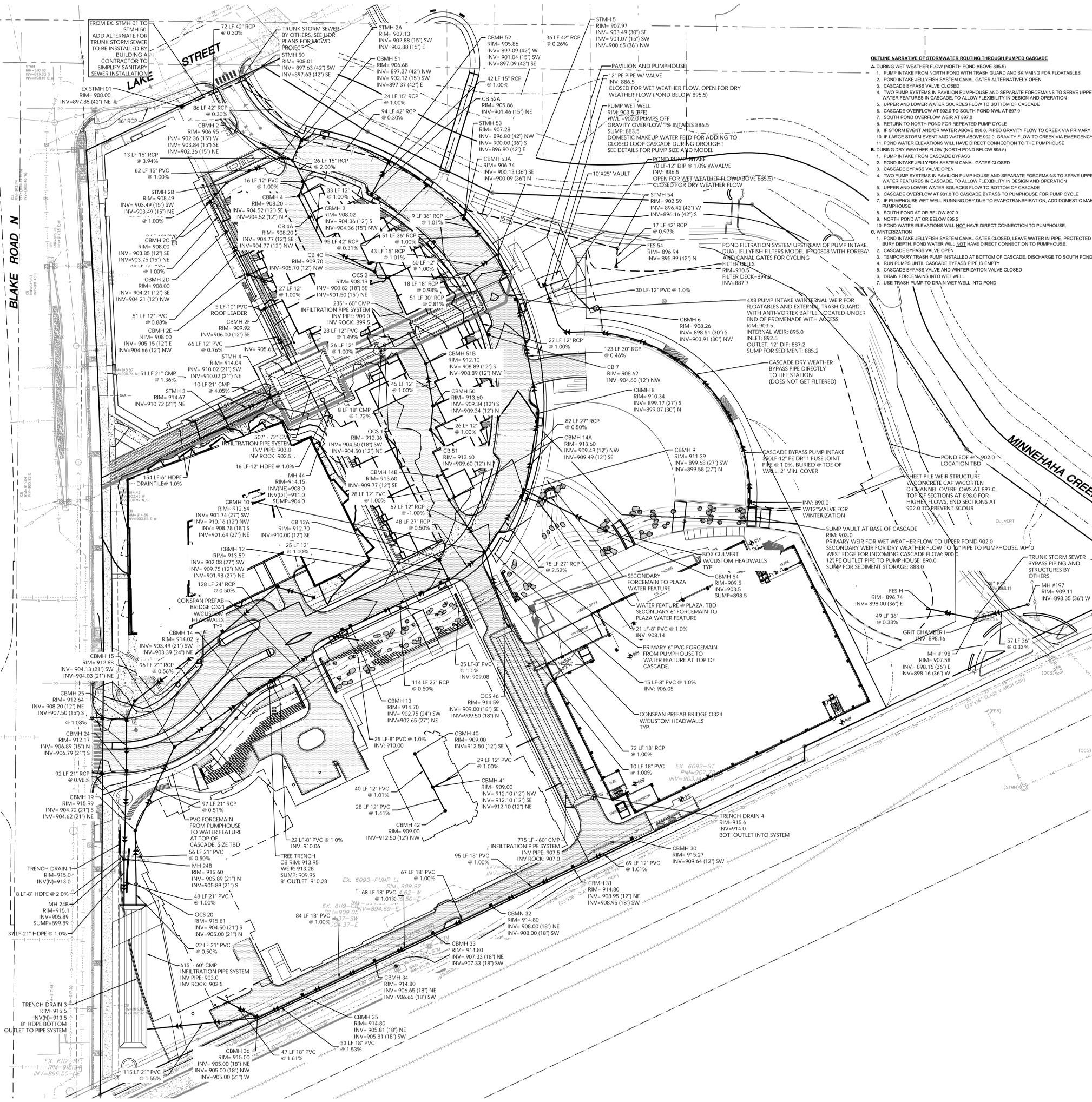
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITIES COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

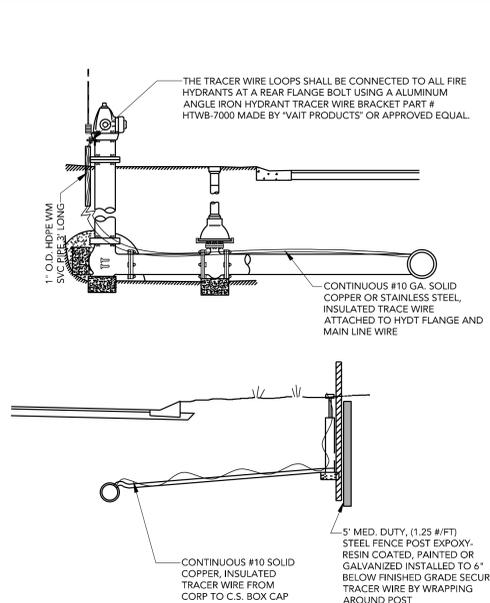
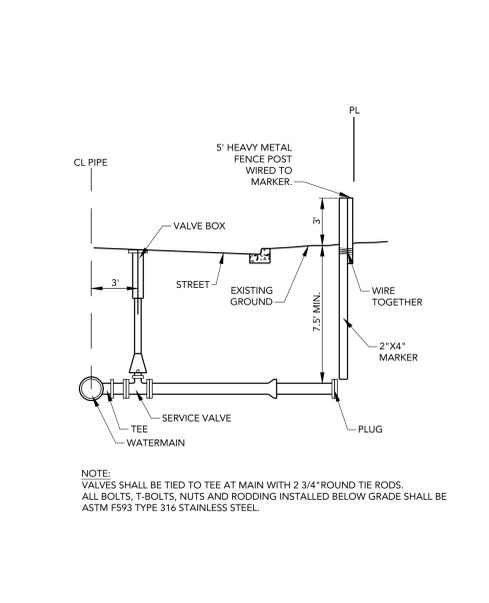
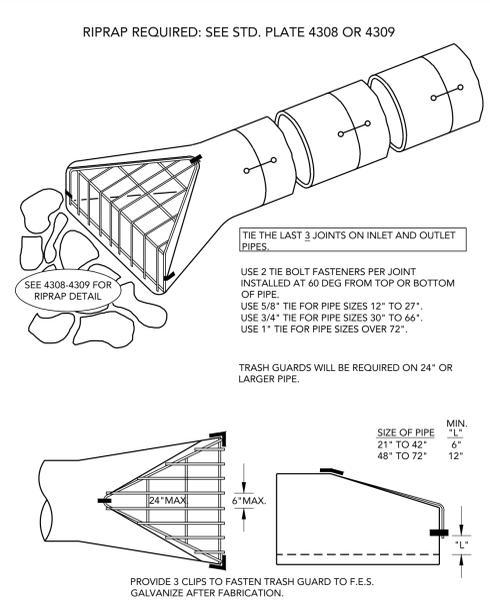
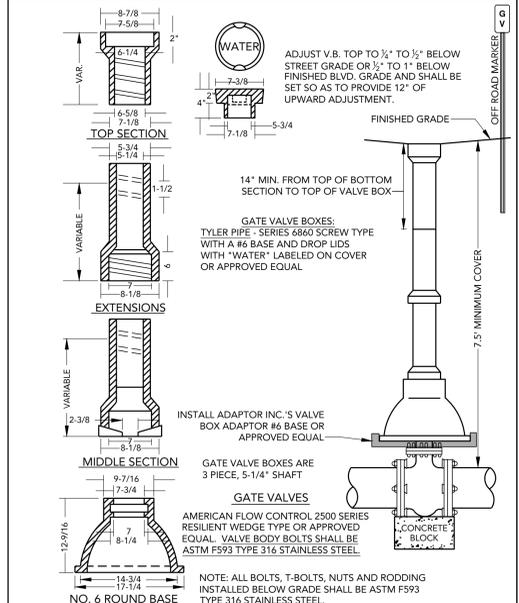
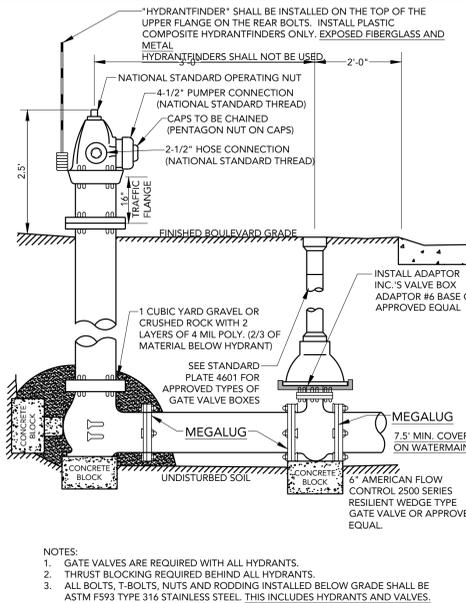


OUTLINE NARRATIVE OF STORMWATER ROUTING THROUGH PUMPED CASCADE

- DURING WET WEATHER FLOW (NORTH POND ABOVE 895.5)
 - PUMP INTAKE FROM NORTH POND WITH TRASH GUARD AND SKIMMING FOR FLOATABLES
 - POND INTAKE JELLYFISH SYSTEM CANAL GATES ALTERNATIVELY OPEN
 - CASCADE BYPASS VALVE CLOSED
 - TWO PUMP SYSTEMS IN PAVILION PUMPHOUSE AND SEPARATE FORCEMAINS TO SERVE UPPER AND LOWER WATER FEATURES IN CASCADE, TO ALLOW FLEXIBILITY IN DESIGN AND OPERATION
 - UPPER AND LOWER WATER SOURCES FLOW TO BOTTOM OF CASCADE
 - CASCADE OVERFLOW AT 902.0 TO SOUTH POND NWL AT 897.0
 - SOUTH POND OVERFLOW WEIR AT 897.0
 - RETURN TO NORTH POND FOR REPEATED PUMP CYCLE
 - IF STORM EVENT AND/OR WATER ABOVE 896.0, PIPED GRAVITY FLOW TO CREEK VIA PRIMARY OUTLET
 - IF LARGE STORM EVENT AND WATER ABOVE 902.0, GRAVITY FLOW TO CREEK VIA EMERGENCY OVERFLOW PIPE
 - POND WATER ELEVATIONS WILL HAVE DIRECT CONNECTION TO THE PUMPHOUSE
- DURING DRY WEATHER FLOW (NORTH POND BELOW 895.5)
 - PUMP INTAKE FROM CASCADE BYPASS
 - POND INTAKE JELLYFISH SYSTEM CANAL GATES CLOSED
 - CASCADE BYPASS VALVE OPEN
 - TWO PUMP SYSTEMS IN PAVILION PUMPHOUSE AND SEPARATE FORCEMAINS TO SERVE UPPER AND LOWER WATER FEATURES IN CASCADE, TO ALLOW FLEXIBILITY IN DESIGN AND OPERATION
 - UPPER AND LOWER WATER SOURCES FLOW TO BOTTOM OF CASCADE
 - CASCADE OVERFLOW AT 901.0 TO CASCADE BYPASS TO PUMPHOUSE FOR PUMP CYCLE
 - IF PUMPHOUSE WELL RUNNING DRY DUE TO EVAPOTRANSPIRATION, ADD DOMESTIC MAKEUP WATER IN PUMPHOUSE
 - SOUTH POND AT OR BELOW 897.0
 - NORTH POND AT OR BELOW 895.5
 - POND WATER ELEVATIONS WILL NOT HAVE DIRECT CONNECTION TO PUMPHOUSE.
- WINTERIZATION
 - POND INTAKE JELLYFISH SYSTEM CANAL GATES CLOSED. LEAVE WATER IN PIPE, PROTECTED FROM FROST BY BURY DEPTH. POND WATER WILL NOT HAVE DIRECT CONNECTION TO PUMPHOUSE.
 - IF STORM EVENT AND/OR WATER ABOVE 896.0, PIPED GRAVITY FLOW TO CREEK VIA PRIMARY OUTLET
 - TEMPORARY TRASH PUMP INSTALLED AT BOTTOM OF CASCADE. DISCHARGE TO SOUTH POND
 - RUN PUMPS UNTIL CASCADE BYPASS PIPE IS EMPTY
 - CASCADE BYPASS VALVE AND WINTERIZATION VALVE CLOSED
 - DRAIN FORCEMAINS INTO WET WELL
 - USE TRASH PUMP TO DRAIN WET WELL INTO POND



Revised: 12/21/2023 2:41 PM W:\2020\20503A\Cadd\Draw\CADD\Shop\Sheet\Plan\Full_Spec\C4-2_Utility\Stormwater\Full_Site



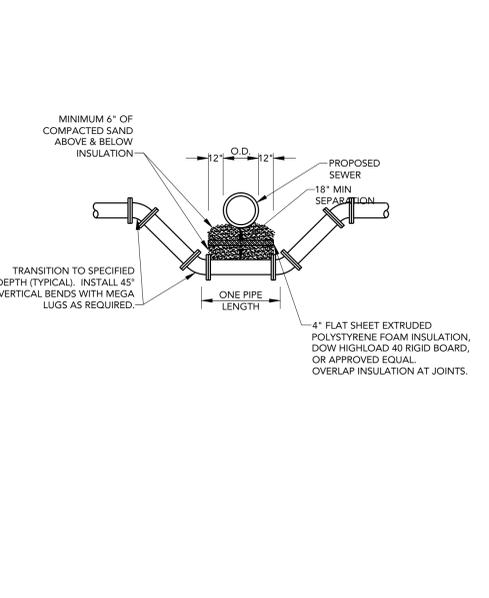
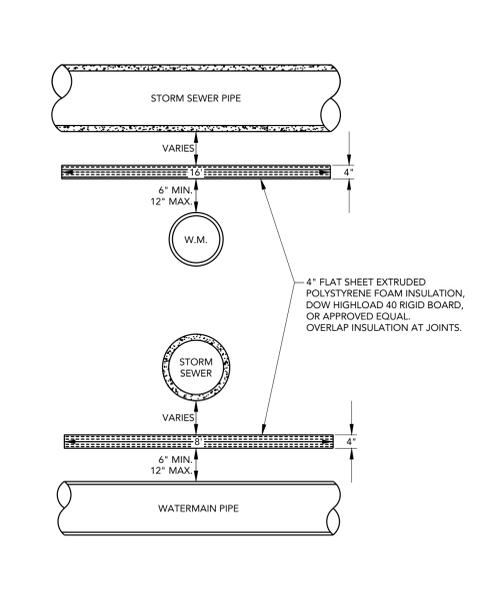
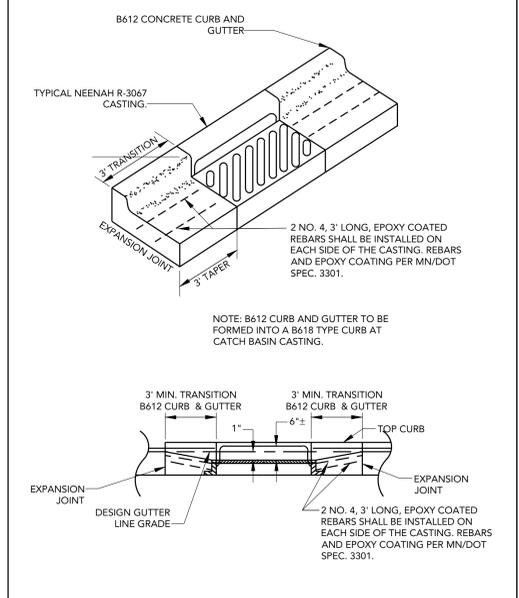
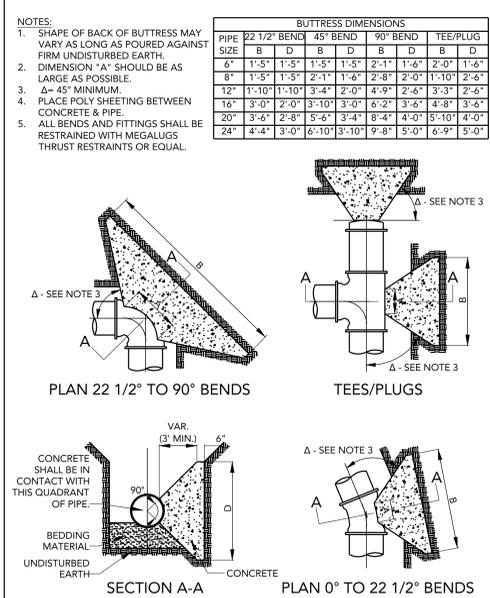
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DRAWN 12/2016

LOUCKS PLATE NO. 4601
DRAWN 2/2016

LOUCKS PLATE NO. 4306
DRAWN 2/2016

LOUCKS PLATE NO. 4604
DRAWN 2/2016

LOUCKS PLATE NO. 4605
DRAWN 2/2016



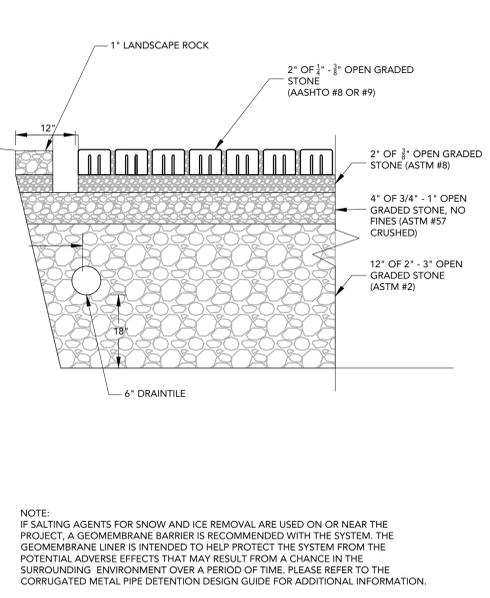
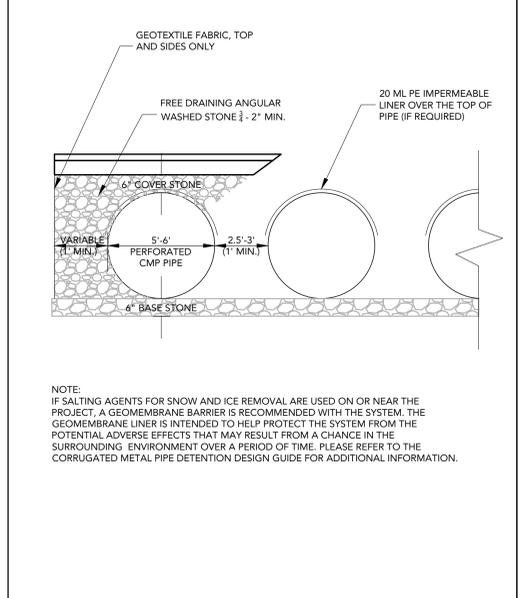
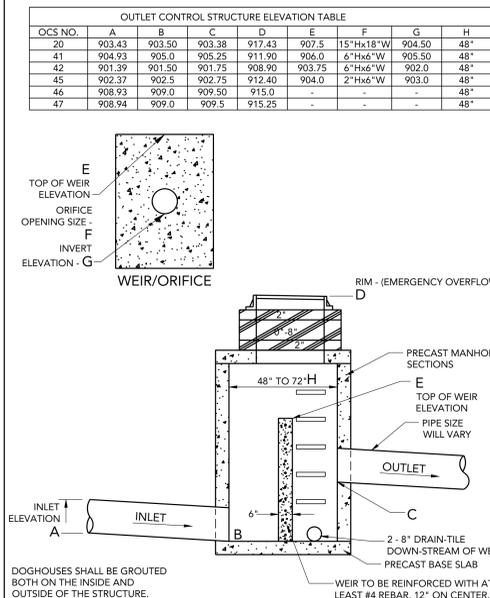
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DRAWN 2/2016

LOUCKS PLATE NO. 4312
DRAWN 12/2016

LOUCKS PLATE NO. 4608
DRAWN 2/2016

LOUCKS PLATE NO. 4611
DRAWN 2/2016

LOUCKS PLATE NO. 4615
DRAWN 2/2016



LOUCKS PLATE NO. 4316
DRAWN 2/2016

LOUCKS PLATE NO. 2002
DRAWN 12/2016

LOUCKS PLATE NO. 2002
DRAWN 12/2016

325 BLAKE ROAD N
HOPKINS, MN

ALATUS LLC

80 S 5th ST. STE. 4155
MINNEAPOLIS, MN 55402

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CIVIL ENGINEERING
LAND SURVEYING
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ENVIRONMENTAL

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SUBMITTAL/REVISIONS
12/21/2023 PUD AMENDMENT

PROFESSIONAL SIGNATURE
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Michael J. St. Martin PE
Date 12-21-23
License No. 24440

QUALITY CONTROL
Locks Project No. 20503A
Project Lead MJ5
Drawn By NWC
Checked By MJ5
Review Date 12-21-23

SHEET INDEX
C1-1A-D EX. CONDITIONS PLAN
C1-2A-D DEMOLITION PLAN
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C3-1A-D GRADING PLAN
C3-2A-D SWPPP PLAN
C3-3 SWPPP NOTES
C4-1A-D SANI. AND WATERMAIN
C4-2A-D STORM SEWER
C8-1-C8-3 DETAIL SHEET

2021 Master Site Plan

BUILDING A 5 story	112 units	891 s.f.
------------------------------	-----------	----------

PODIUM PARKING - 2 levels- 147 spaces
LONG TERM BIKE PARKING - 64 spaces
SHORT TERM BIKE PARKING - 6 spaces

CLUBHOUSE &
LEASING -2,300 s.f.

SENIOR COOP

BUILDING B 5 story	112 units	1,246 s.f.
------------------------------	-----------	------------

PODIUM PARKING - 2 levels- 184 spaces
LONG TERM BIKE PARKING - 58 spaces
SHORT TERM BIKE PARKING - 6 spaces

CLUBHOUSE - 8,000
(total area)

BUILDING C 15 story	214 units	765 s.f.
5 story	175 units	721 s.f.

PARKING - 7 levels-520 spaces
LONG TERM BIKE PARKING - 216 spaces
SHORT TERM BIKE PARKING - 25 spaces

TOTAL UNITS PER BUILDING			
Building	units	stories	NET avg
Building A	112 units	5 story	891 s.f
Building B	112 units	5 story	1,246 s.f
Building C-Tower	214 units	15 story	765 s.f
Building C-Wrap	175 units	5 story	721 s.f
Building D	187 units	5 story	677 s.f
Townhomes	33 units	3 story	1,790 s.f
Rest./boat house		1 story	
TOTALS	833 units		

townhomes 3 story	33 units	1,790 s.f.
----------------------	----------	------------

Town homes garages- 66 spaces

RESTAURANTS-8,900 s.f.



- ### OVERALL SITE PLAN LEGEND
- HARDSCAPE**
- ARTIFICIAL TURF
 - DECKING
 - BRIDGE
 - CONCRETE PAVING
 - CONCRETE PAVING - VEHICULAR
 - DECORATIVE CONCRETE PAVING
 - CONCRETE UNIT PAVERS
 - CONCRETE UNIT PAVERS - VEHICULAR
 - PERMEABLE CONCRETE UNIT PAVERS
 - PERMEABLE CONCRETE UNIT PAVERS - VEHICULAR
 - LIMESTONE UNIT PAVERS
 - LIMESTONE FLAGGING
 - CUT LIMESTONE TIERED BLOCKS
 - CRUSHED AGGREGATE
- LANDSCAPE**
- LANDSCAPE PLANTING AREA
 - STORMWATER PLANTING AREA
 - TURF GRASS
 - DECIDUOUS TREE
 - ORNAMENTAL TREE
 - EVERGREEN TREE
 - DECIDUOUS SHRUB
 - EVERGREEN SHRUB
 - PERGOLA
 - WATER / WATER FEATURE

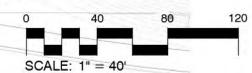
OVERALL SITE INFORMATION

SITE AREA:	543,446 sf
BUILDING FOOTPRINT:	224,881 sf (43%)
HARDSCAPE / IMPERVIOUS AREA:	185,168 sf (34%)
LANDSCAPE / PERVIOUS AREA:	123,397 sf (23%)
TREES:	316
SHRUBS:	3,066
GROUND COVER:	51,500 sf

BUILDING D 5 story	187 units	677 s.f.
------------------------------	-----------	----------

PARKING - 5 levels- 277 spaces
LONG TERM BIKE PARKING - 102 spaces
SHORT TERM BIKE PARKING - 10 spaces

CLUBHOUSE -3,500 s.f.



325 BLAKE ROAD N
HOPKINS, MN

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SUBMITTAL/REVISIONS
10/22/21 CITY SUBMITTAL
10/29/21 CITY RESUBMITTAL
11/15/21 CITY RESUBMITTAL

PROFESSIONAL SIGNATURE
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

QUALITY CONTROL
DF/ Project No. 19-199B
Project Lead JM
Drawn By AM/JH
Checked By JM/TW
Review Date

SHEET INDEX

MASTER
DEVELOPMENT
PLAN

L1-1

Plotted: 11/15/2021 1:45:00 PM 20 Projects\20-199B 325 Blake Road - Alatus\0 CAD\20-199B_PUD



325 Blake Road – Neighborhood Meeting Minutes

Date: Tuesday January 16, 2024

- 5:30-5:40pm Bob Lux (Alatus) gave an overview of the 325 Blake Road development as well as an overview of other Alatus projects both past and present
- 5:40-5:50pm Ben Landhauser (Lifestyle Communities) gave an overview of their part in the 325 Blake Road project, what Artessa is as a brand, and some of their other projects
- 5:50-6:00pm Mike Waldo (Ron Clark) spoke about who they are as an organization and their part in 325 Blake Road
- 6:00-6:10pm A representative from the MCWD explained their part in the 325 Blake Road project
- 6:10pm Meeting wrapped up

Attendees: From the neighborhood there were 3 attendees, a single man and a couple. The man did not have any questions or raise any concerns. The couple asked Barrett (Alatus) at the end of the meeting why the tower was now 16 stories instead of 14, took a takeaway sheet with the QR code to the city's development website and left the meeting. Attendees were asked to sign-in but did not therefore there is no sign-in sheet to forward.

Misc: A list of upcoming meetings was provided to attendees as well as a take away sheet that guides them to the city's development website so they can track the project's progress.

From: Friesen, Amy H <afriesen@KPMG.com>
Sent: Sunday, January 21, 2024 6:32 PM
To: Ryan Krzos <rkrzos@hopkinsmn.com>
Subject: [EXTERNAL] Blake Road Redevelopment

Hi Ryan,

I got a notification about potential changes to the Blake Road redevelopment. I am unable to attend the Jan. 23rd hearing. What changes are being proposed? I cannot tell based on the website linked on the notification sent by the City.

As a bit of background, I have lived on Lake Street for the last 12 years, just a block away from the Blake Road redevelopment. My primary concerns with this development have always been the high density of the planning, which in turn (1) increases the traffic flowing directly in front of my house and (2) the need for parking in relation to the number of buildings proposed.

With the completion of the Chorus building, I have noticed that the building ending up with substantially less parking than originally proposed. I don't recall exact numbers, but originally it was something like 150 stalls vs the 75 stalls now. I believe the issue was due to poor soil not allowing more underground parking. There are already cars being parked behind the building in the construction zone near the creek, and I have concerns that as the entire area is developed, that means more cars are going to start parking down Lake St (i.e. in front of my house).

What is the City doing to push the developer to confirm the amount of parking for the other proposed buildings will actually be available? Since there were already issues with the Chorus building, couldn't all of the buildings have parking issues? As a long time resident, I hope the City is considering the impact on the rest of the neighborhood in relation to this development. I do not want all of the street parking in front of my home (which is a block away from the development) to be completely taken over by parking for the rental units, and I hope the City is doing what is necessary to be sensitive to those of us that have lived in this neighborhood for a number of years.

Thanks,

Amy Friesen

Managing Director, Business Tax Services

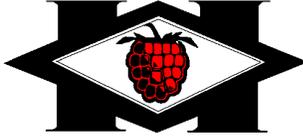
KPMG LLP | 90 South 7th Street | 4200 Wells Fargo Ctr | Minneapolis, MN 55402

Office (612) 305-5105 | Mobile (507) 822-2218

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CITY OF HOPKINS

City Council Report 2024-017

To: Honorable Mayor and Council Members
Mike Mornson, City Manager

From: Kersten Elverum, Director of Planning & Development

Date: February 13, 2024

Subject: First Amended and Restated Contract for Private Redevelopment – 325
Blake Road

RECOMMENDED ACTION

MOTION TO approve the First Amended and Restated Contract for Private Redevelopment between the City of Hopkins and Alatus Hopkins.

OVERVIEW

The Alatus development at 325 Blake Road began with the Chorus apartment building, a 100% affordable building completed November 2023. The remainder of the planned buildings have stalled due to unfavorable market conditions including rising interest rates, increased construction costs and delayed investing from capital markets due to rising interest rates and their uncertainty, thereby impacting financing available for development. Despite these conditions, the project and its location have been well-received and Alatus has put together a proposed structure that will move the rest of the development forward.

Additional funds were brought in through partnering with Ron Clark Construction to develop 32 townhomes and Artessa to develop a 65-unit senior cooperative. Another key component in securing private financing is for the City of Hopkins to provide financing for some infrastructure including public parking and the publicly-owned street and utilities that run through the site.

As with most developments of size, Alatus was required to build the main road and utilities and turn them over to the City of Hopkins. Originally, a portion of these improvements were to be financed with a \$3.75 million TIF grant from the City, with the remaining portion being privately financed. Due to the gap to finance the Chorus, the dollars were provided to that development instead so it could proceed. In order to incentivize private financing, the developer has requested that the City bond for the infrastructure improvements, including public parking, and assess the principal and interest payments to buildings C and D. More detail on the financing structure is included in the attached memo from Stacie Kvilvang, Ehlers, our financial advisor.

Staff has found the financing request for the infrastructure improvements reasonable. The assessments are secured through the property tax system. The City of Hopkins has a long history of financing public improvements and assessing the cost to

benefitting property owners including its annual street reconstruction projects and Housing Improvement Areas without any default on the bond payments or the need to use other City resources. Staff are also concerned that the project may be in jeopardy without this assistance and would not be able to move forward.

This proposed new structure was discussed at the January 16, 2024, City Council meeting and Council members supported the request. The First Amended and Restated Contract for Private Redevelopment reflects the willingness of the City of Hopkins to bond for and assess the cost of the infrastructure improvements. It also makes minor modifications to the private development, reflecting the revised unit counts and timeline and clarifies that the utilities (water and storm sewer) are to be turned over to the City following completion by the developer. It is important to note that the bonding request does not increase the amount of public subsidy going towards the development.

SUPPORTING INFORMATION

- First Amended and Restated Contract for Private Redevelopment
- Memo from Stacie Kvilvang, Ehlers

**FIRST AMENDED AND RESTATED
CONTRACT**

FOR

PRIVATE REDEVELOPMENT

By and Between

CITY OF HOPKINS, MINNESOTA

and

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF HOPKINS**

and

ALATUS HOPKINS MD LLC

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

TABLE OF CONTENTS

PAGE

PREAMBLE 1

ARTICLE I

Definitions

Section 1.1. Definitions.....2
Section 1.2. Exhibits7
Section 1.3. Rules of Interpretation7
Section 1.4. Incorporation of Recitals and Exhibits8

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City and the HRA8
Section 2.2. Representations and Warranties by the Redeveloper.....9

ARTICLE III

Acquisition of Redevelopment Property; Redevelopment Assistance

Section 3.1. Acquisition of Redevelopment Property.....10
Section 3.2. Issuance of Pay-As-You-Go Notes10
Section 3.3. Conditions Precedent to Issuance of Notes.....11
Section 3.4. Potential Reduction of Assistance11
Section 3.5. Redeveloper Responsible for Payment of Administrative Costs13
Section 3.6. Records13
Section 3.7. Purpose of Assistance; No Business Subsidy13
Section 3.8. Bonds14
Section 3.9. Special Assessments.14

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements14
Section 4.2. Preliminary and Construction Plans.....14
Section 4.3. Commencement and Completion of Construction.....15
Section 4.4. Certificates of Completion.....15
Section 4.5. Housing Affordability Covenants16
Section 4.6. Affordable Housing Reporting18
Section 4.7. City Public Improvements19
Section 4.8. Homeowners’ Associations and Restrictive Covenants19
Section 4.9. Maintenance.....19
Section 4.10. Reciprocal Easement and Operating Agreement19

ARTICLE V

Insurance

Section 5.1.	Insurance.....	20
Section 5.2	Subordination.....	22

ARTICLE VI

Taxes; Use of Tax Increment

Section 6.1.	Right to Collect Delinquent Taxes.....	22
Section 6.2.	Use of Tax Increment.....	22
Section 6.3.	Reduction of Taxes	22
Section 6.4.	Qualifications.....	24
Section 6.5.	Transfer Obligations	24
Section 6.6.	Minimum Assessment Agreement.....	24

ARTICLE VII

Financing

Section 7.1.	Mortgage Financing.....	25
Section 7.2.	HRA’s Option to Cure Default under Mortgage.....	26
Section 7.3.	Modification; Subordination.....	26

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1.	Representation as to Redevelopment.....	26
Section 8.2.	Prohibition Against Redeveloper’s Transfer of Property and Assignment of Agreement.....	26
Section 8.3.	Release and Indemnification Covenants.....	28

ARTICLE IX

Events of Default

Section 9.1.	Events of Default Defined	29
Section 9.2.	Remedies on Default.....	29
Section 9.3.	Termination or Suspension of Notes.....	30
Section 9.4.	No Remedy Exclusive.....	31
Section 9.5.	No Additional Waiver Implied by One Waiver	31
Section 9.6.	Attorney Fees	31
Section 9.7	No Cross-Default	31

ARTICLE X
Additional Provisions

Section 10.1. Conflict of Interests; Representatives Not Individually Liable32

Section 10.2. Equal Employment Opportunity32

Section 10.3. Restrictions on Use32

Section 10.4. Notices and Demands32

Section 10.5. Counterparts33

Section 10.6. Disclaimer of Relationships33

Section 10.7. Amendment33

Section 10.8. Recording34

Section 10.9. Indemnity34

Section 10.10. Titles of Articles and Sections34

Section 10.11. Governing Law; Venue34

Section 10.12. Provisions Not Merged with Deed34

Section 10.13. Approvals34

Section 10.14. Termination34

Section 10.15. Public Art34

Section 10.16. Park Dedication34

Section 10.17. Miscellaneous35

Section 10.18. Commercial Space in Phase IB – Building C and Phase ID35

Section 10.19. PUD Agreement/Subdivision35

Section 10.20. Rent Control Provisions35

Section 10.21. Parking Rental36

TESTIMONIUM S-1

SIGNATURES S-1

EXHIBIT A LEGAL DESCRIPTION OF THE REDEVELOPMENT PROPERTY

EXHIBIT B DEPICTION OF THE REDEVELOPMENT PROPERTY AND
MINIMUM IMPROVEMENTS

EXHIBIT C PRELIMINARY PLAN DOCUMENTS

EXHIBIT D FORM OF CERTIFICATE OF COMPLETION

EXHIBIT E FORM OF NOTES AND TERMS OF NOTES

EXHIBIT F DECLARATION OF RESTRICTIVE COVENANTS

EXHIBIT G FORM OF MINIMUM ASSESSMENT AGREEMENT

EXHIBIT H FORM OF INVESTMENT LETTER

EXHIBIT I TOTAL DEVELOPMENT COSTS

EXHIBIT J SAMPLE LOOKBACK CALCULATION

**FIRST AMENDED AND RESTATED
CONTRACT FOR PRIVATE REDEVELOPMENT**

This First Amended and Restated Contract for Private Redevelopment (the “Agreement”) is made this _____ day of _____, 2024, by and between the City of Hopkins, Minnesota, a Minnesota municipal corporation (“City”), and Housing and Redevelopment Authority in and for the City of Hopkins (“HRA”), each having their principal office at 1010 1st Street South, Hopkins, Minnesota 55343, and Alatus Hopkins MD LLC, a Delaware limited liability company, having its principal office at IDS Center, 80 South 8th Street, Suite 4155, Minneapolis, MN 55402 (the “Redeveloper”).

WITNESSETH:

WHEREAS, the HRA previously found that there exists within the community a building that had a blighting influence on surrounding properties and was structurally substandard due to its poor physical condition or functional obsolescence and which, because of those conditions, threatened the health, safety and welfare of the community; and

WHEREAS, the HRA has previously caused demolition of a building located at the Redevelopment Property as hereinafter defined; and

WHEREAS, the HRA finds that it is in the public interest, helpful for the tax base and beneficial for the health, safety and welfare of the community as a whole to remove vacant, underutilized, obsolete, and structurally substandard buildings and to replace them with new life-cycle housing and ancillary commercial uses; and

WHEREAS, the HRA finds that, due to market conditions which exist today and are likely to persist for the foreseeable future, the private sector alone is not able to accomplish redevelopment of the type needed within the community and, therefore, such will not occur without public intervention; and

WHEREAS, the HRA was created pursuant to Minnesota Statutes, Sections 469.001-469.047 (the “Act”) and was authorized to transact business and exercise its powers by a resolution of the City Council of the City pursuant to the Act; and

WHEREAS, in order to foster the redevelopment described above, the City established its Redevelopment Project No. 1, as defined in the Act, providing for the development and redevelopment of certain areas located within the City (which redevelopment project is hereinafter referred to as the “Project”), to implement the goals and objectives thereof, all pursuant to the Act; and

WHEREAS, the Redeveloper has presented to the HRA a proposal wherein the Redeveloper will redevelop 325 Blake Road North (the “Redevelopment Property”) through the construction on the Redevelopment Property of multiple buildings containing approximately 791 multi-family units, with 726 units of apartments, and 65 senior cooperative units, with the affordability levels within each building specified below in Section 4.5;

construction of approximately 32 for sale town homes, approximately 8,000 sq. ft. of ground floor retail, 1,000 sq. ft. sky lounge and two (2) 4,500 sq. ft. standalone restaurant pads; with Total Development Costs estimated to be approximately \$330,000,000; and

WHEREAS, as part of its proposal the Redeveloper has requested that the HRA create a tax increment financing district encompassing the Redevelopment Property and use a portion of the tax increment generated from the redeveloped Redevelopment Property to reimburse the Redeveloper for a portion of the Redeveloper's redevelopment costs; and

WHEREAS, the HRA established Tax Increment Financing District No. 1-6: 325 Blake (a "redevelopment district") and adopted a tax increment financing plan related thereto, all pursuant to Minnesota Statutes, sections 469.174 through 469.1799; and

WHEREAS, the Redeveloper has proposed to redevelop the Redevelopment Property through a project which the HRA believes is in the vital and best interests of Hopkins and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements for which the Project and Tax Increment Financing District No. 1-6: 325 Blake were established; and

WHEREAS, the Redeveloper would not undertake the redevelopment of the Project without the tax increment financing assistance described in this Agreement; and

WHEREAS, the HRA believes that the redevelopment of the Project pursuant to the Redeveloper's proposal and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being assisted.

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

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement the following terms shall have the meanings given unless a different meaning clearly appears from the context:

"Administrative Costs" means the administrative expenses incurred by HRA as defined in section 469.174, subd. 14 of the TIF Act.

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

"Assessor" means the county assessor of Hennepin County.

“Available Tax Increment” means, with respect to each Phase, up to 95 percent of the Tax Increment paid to the HRA by the County with respect to that Phase of the Redevelopment Property, with the Minimum Improvements on that Phase.

“Certificate of Completion” means the certificate, in substantially the form attached hereto as Exhibit D, which will be provided to the Redeveloper pursuant to Article IV of this Agreement.

“City” means the City of Hopkins, Minnesota, a municipal corporation under the laws of Minnesota.

“City Public Improvements” means the commencement of construction of the Spine Road between Blake Road N and Lake Street NE and underlying utilities by December 31, 2024, and Public Parking as hereinafter defined by December 31, 2024, to be paid by Special Assessments as provided herein.

“Construction Plans” means the final plans for construction of each Phase of the Minimum Improvements, which shall be submitted by the Redeveloper pursuant to section 4.2 of this Agreement.

“County” means Hennepin County, Minnesota.

“Declaration of Restrictive Covenants” means, as to Phases IA (Building A), IIA (Building B), and IC (Building D), the Declaration of Restrictive Covenant for each of those Phases between the HRA and the Redeveloper in substantially the form set forth in Exhibit F attached hereto.

“Event of Default” or “default” means an action by the Redeveloper or HRA listed in Article VIX of this Agreement.

“Holder” means the owner of a Mortgage.

“Housing Unit” means the housing units constructed as part of the Minimum Improvements.

“HRA Act” means the Housing and Redevelopment Authorities Act, which is codified at Minnesota Statutes, Sections 469.001 through 469.047, as amended.

“Lender” means any lender who finances the construction or operation of a Phase of the Minimum Improvements.

“Material Change” means a change in the Construction Plans that will have a material adverse effect on the generation of Tax Increment from the Minimum Improvements or that materially reduces the number of Housing Units, or a change in the exterior elements of the applicable Phase (as hereinafter defined) that materially adversely affects the original character and visual preference that was approved by the City and HRA.

“Maturity Date” means, as to each Note, the date that Note has been paid in full or terminated, whichever is earlier.

“Minimum Assessment Agreement” means, as to each Phase, the Minimum Assessment Agreement for that Phase between the HRA, the Redeveloper, and the County assessor in substantially the form attached hereto as Exhibit G.

“Minimum Improvements” means the City Public Improvements plus the following:

The construction of multiple buildings containing approximately 791 multi-family units, with 726 units of apartments, and approximately 65 senior housing units in a building organized as a cooperative, with affordability levels within each building noted in the table below:

	Bldg C Market Rate	Bldg D Mixed Income	Bldg A LIHTC	Bldg B Sr. Coop	Total	% Affordable of TOTAL Units
No. of Units	395	215	116	65	791	N/A
30% AMI	0	0	3	0	3	1%
50% AMI	0	0	107	0	107	13%
60% AMI	0	43	6	7	56	7%
80% AMI	0	43	0	0	43	5%
Total Affordable	0	86	116	7	209	26%
% Affordable by Building	0%	40%	100%	11%	25%	

In addition, construction of approximately 32 for-sale town homes, approximately 8,000 sq. ft. of ground floor retail, 1,000 sq. ft. sky lounge and two (2) 4,500 sq. ft. standalone restaurant pads. Details of each component of the Minimum Improvements, hereinafter individually designated as a separate Phase are noted below in the table.

Phase	Use
Phase IA – Building A (Lot 2, Block 2 of Plat)	6 Story building with approximately 116 LIHTC apartments with 100% of the units affordable at or below 60% of AMI and approximately 77 underground and surface parking stalls. Also includes entry plaza available for public use.
Phase IB – Building C (Lot 4, Block 1 of Plat)	Single building with a 14-Story component consisting of approximately 295-units of market rate apartments with up to 15% of the units designated as hotel units, approximately 8,000 sq. ft. of ground floor retail and a 1,000 sq/ft sky lounge and a 5-story component consisting of approximately 175-units of market rate apartments and approximately 520 above-ground parking stalls. Also includes gateway plaza, cascade promenade and tower plaza available for public use.

Phase	Use
Phase IC – Building D (Lot 3, Block 1 of Plat)	5-Story building with approximately 215-units of mixed income apartments in which 20% of the units (43) are affordable at or below 60% AMI and 20% of the units (43) are affordable at or below 80% AMI plus approximately 277 above-ground parking stalls for residential use and approximately 151 stalls of public parking. Also includes woonerf available for public use.
Phase ID (Lots 1 and 2, Block 1 of Plat)	Two single-story 4,500 sq. ft. restaurant pads and greenway commons, 1,400 sq. ft. boathouse and rental center and pavilion, with the greenway commons and pavilion available for public use
Phase IIA – Building B (Lot 1, Block 2 of Plat)	5-Story building with approximately a 65-unit senior cooperative, in which 7 units (approximately 11%) are affordable to persons at or below 60% AMI and approximately 151 structured parking stalls. Also includes gateway plaza available for public use.
Phase IIB – Town Homes (Outlot C of Plat)	Approximately 32 for-sale town home units

Total Development Costs for all Phases of the Minimum Improvements are estimated to be approximately \$330,000,000. The Minimum Improvements are generally described and depicted on Exhibit B attached hereto.

“Minimum Market Value” means, for all Phases collectively, \$222,000,000. The Minimum Market Value for each Phase is the amount that the Redeveloper and the HRA agree to in the Minimum Assessment Agreement for that Phase.

“Mortgage” means any mortgage made by the Redeveloper that encumbers any Phase of the Redevelopment Property and that is a permitted encumbrance pursuant to the provisions of Article VII hereof.

“Note” and “Notes” means the taxable Tax Increment Revenue Notes, in substantially the form set forth in Exhibit E, to be delivered by the HRA to the Redeveloper or its designee pursuant to Article III of this Agreement.

“Phase” means each of the phases of the Minimum Improvements identified above in the definition of Minimum Improvements.

“Plat” means that certain subdivision plat or map of the Redevelopment Property entitled “Mile 14 on Minnehaha Creak,” recorded on July 12, 2022 in the official records of Hennepin County as Document No. 5957625 (Torrens) and as Document No. 11126218 (Abstract), with potential additional subdivision of the Property necessary for development..

“Preliminary Plans” means, as to each Phase, the preliminary plans for construction of the Minimum Improvements on that Phase; the preliminary plans for all Phases have been submitted by the Redeveloper and approved by the HRA and are attached hereto as Exhibit C.

“Public Parking” means approximately 151 structured parking stalls constructed within Phase IC to be paid with special assessments as provided herein.

“Public Redevelopment Costs” means, site preparation costs, including demolition, costs of soil correction, and infrastructure improvements on the Redevelopment Property, costs of constructing affordable housing, and any other costs eligible to be reimbursed with tax increment.

“Qualifying Costs” means, as to each Phase, the cost of, site preparation, demolition, utility installation, landscaping, grading, earthwork, footings, foundations, retaining walls, storm water ponding, structured, underground and surface parking, and all other expenditures made by the Redeveloper related to completion of the Minimum Improvements on that Phase, which the HRA intends to partially reimburse through the Note for that Phase.

“Redeveloper” has the meaning set forth in the preamble of this Agreement.

“Redevelopment Assistance” means the financial assistance to be offered by the HRA to the Redeveloper through issuance of the Notes.

“Redevelopment Plan” means the Project and the Tax Increment Financing District No. 1-6: 325 Blake, which was approved by the HRA on December 21, 2021, and by the City on December 21, 2021.

“Redevelopment Property” means those properties which are included in the plat of MILE 14 ON MINNEHAHA CREEK with the exception of Outlots A and B, which will be retained by the Minnehaha Watershed District. The Redevelopment Property is legally described in Exhibit A attached hereto.

“HRA” has the meaning set forth in the preamble of this Agreement.

“State” means the state of Minnesota.

“Substantial Completion” means, as to each Phase, completion of the Minimum Improvements in that Phase to a degree allowing the issuance of a Certificate of Occupancy by the City’s building official.

“Tax Increment” means, with respect to each Phase, the tax increment, as that term is defined in Minnesota Statutes, Section 469.174, subd. 25, that is paid to the HRA by the County with respect to that Phase of the Redevelopment Property, including the Minimum Improvements on that Phase.

“Tax Increment Financing District” or TIF District” means Tax Increment Financing District No. 1-6: 325 Blake.

“TIF Act” means the Tax Increment Financing Act, which is codified at Minnesota Statutes, sections 469.174 through 469.1799, as amended.

“TIF Plan” means the tax increment plan for Tax Increment Financing District No. 1-6: 325 Blake, which was approved by the HRA on August 17, 2021, and by the City on August 17, 2021.

“Termination Date” means, as to each Phase, the earlier of (i) the termination of Tax Increment Financing District No. 1-6: 325 Blake, which is estimated to be after 25 years after the date of receipt of the first increment, or (ii) the date the Note for that Phase has been paid through Available Tax Increment or terminated.

“Total Development Costs” means the total development costs of the Minimum Improvements. A line-item estimate of the Total Development Costs is attached hereto as Exhibit I, which reflects the Redeveloper’s current projections for each line-item category of costs comprising the Total Development Costs for each applicable Phase that will receive Tax Increment.

“Transfer” has the meaning set forth in Section 8.2(a) hereof.

“Unavoidable Delays” means delays which are the direct result of unanticipated adverse weather conditions; pandemics (including the global pandemic commonly known as the coronavirus or COVID-19); strikes or other labor troubles; shortages of materials or labor; fire or other casualty to the Minimum Improvements; litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays; or, except those of the HRA or the City reasonably contemplated by this Agreement, any acts or omissions of any federal, State or local governmental unit which directly result in delays in construction of the Minimum Improvements; approved changes to the Construction Plans that result in delays; delays caused by the discovery of any previously unknown adverse environmental condition on or within the Redevelopment Property to the extent reasonably necessary to comply with federal and state environmental laws, regulations, orders or agreements; unanticipated future local events occurring within such proximity of the Redevelopment Property, and not caused by nor within the control of the Redeveloper, having a significantly adverse impact upon the marketability and reasonable profitability of the Minimum Improvements; and any other cause or force majeure beyond the control of the Redeveloper which directly results in delays.

Section 1.2. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

- Exhibit A. Legal description of the Redevelopment Property
- Exhibit B. Depiction of the Redevelopment Property and Minimum Improvements
- Exhibit C. Preliminary Plans
- Exhibit D. Form of Certificate of Completion
- Exhibit E. Form of Notes and Terms of Notes
- Exhibit F. Declaration of Restrictive Covenants
- Exhibit G. Form of Minimum Assessment Agreement
- Exhibit H. Form of Investment Letter
- Exhibit I. Total Development Costs
- Exhibit J. Sample Lookback Calculation

Section 1.3. Rules of Interpretation. (a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 1.4. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City and the HRA. The City and the HRA make the following representations as the basis for the undertaking on their part herein contained:

(a) The City is a Minnesota municipal corporation duly organized under the laws of the State of Minnesota. The City has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The HRA is a housing and economic development authority duly organized and existing under the HRA Act. HRA has the authority to enter into this Agreement and carry out its obligations hereunder.

(c) The individual(s) executing this Agreement and related agreements and documents on behalf of the City or the HRA have the authority to do so and to bind the City or the HRA by their actions.

(d) The Redevelopment Project No. 1 for the HRA is a development district within the meaning of the Minnesota Statutes, section 469.125, subd. 9.

(e) TIF District No. 1-6: 325 Blake is a redevelopment tax increment financing district within the meaning of the TIF Act and was created, adopted and approved in accordance with the TIF Act. The City and the HRA have taken all required actions to create the TIF District as a redevelopment district within Minnesota Statute 469.174, Subdivision 10 and have adopted and approved the TIF Plan pursuant to the TIF District and TIF Act.

(f) There are no previous agreements to which the City or the HRA is a party pertaining to the Redevelopment Property which would preclude the parties from entering into this Agreement or which would impede the fulfillment of the terms and conditions of this Agreement.

(g) The activities of the City and the HRA pursuant to this Agreement are undertaken pursuant to the Redevelopment Plan and are for the purpose of redevelopment of the Redevelopment Property.

(h) The City and the HRA will act in a timely manner to consider all approvals required under this Agreement and will cooperate with the Redeveloper in seeking consideration by the City of approvals which must be granted by the City.

Section 2.2. Representations and Warranties by the Redeveloper. The Redeveloper makes the following representations and warranties as the basis for the undertaking on its part herein contained:

(a) The Redeveloper is a limited liability company validly existing under the laws of the State of Delaware and authorized to do business in the State of Minnesota. The Redeveloper has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The Redeveloper will attempt to acquire the Redevelopment Property in fee title.

(c) The persons executing this Agreement and related agreements and documents on behalf of the Redeveloper have the authority to do so and to bind the Redeveloper by their actions.

(d) Upon acquisition of the Redevelopment Property, the Redeveloper will demolish the existing improvements, if any, and construct the Minimum Improvements in substantial accordance with the terms of this Agreement, the Redevelopment Plan, the TIF Plan, the Construction Plans and all local, State and federal laws and regulations, including, but not limited to, environmental, zoning, building code and public health laws and regulations.

(e) The Redeveloper will apply for and use all reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals from the HRA and the City, and will meet, in a timely manner, the requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or used for their intended purpose. The Redeveloper did not obtain a building permit for any portion of the Minimum Improvements before December 21, 2021, the date of approval of the TIF Plan for the TIF District.

(f) The Redeveloper has analyzed the economics of acquisition of the Redevelopment Property, the cost of site improvements, including installation of any necessary utilities and demolition of the improvements currently thereon and construction of the Minimum Improvements and concluded that, absent the Redevelopment Assistance to be offered under this Agreement, it would not undertake this project.

(g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any corporation or company organizational documents or any evidence of indebtedness, agreement or instrument of whatever nature to which the Redeveloper is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

Acquisition of Redevelopment Property; Redevelopment Assistance

Section 3.1. Acquisition of Redevelopment Property. The Redeveloper is in the process of acquiring the Redevelopment Property in fee. The HRA makes no representations to the Redeveloper regarding the suitability of the Redevelopment Property or the Minimum Improvements for the use and purpose intended by the Redeveloper.

Section 3.2. Issuance of Pay-As-You-Go Notes. (a) In consideration of the Redeveloper constructing the Minimum Improvements and to finance the reimbursement of the Qualifying Costs, subject to all terms and conditions of this Agreement, the HRA will issue and the Redeveloper will purchase the Notes in the maximum principal amount up to \$31,700,000, collectively for all Phases, in public assistance for Qualifying Costs, in substantially the form set forth in Exhibit E. The HRA and the Redeveloper agree that the consideration from the Redeveloper for the purchase of the Note for each Phase will consist of the Redeveloper's payment of the Qualifying Costs for that Phase that are eligible for reimbursement with Tax Increment and that are incurred by the Redeveloper in at least the maximum principal amount of the Note for that Phase. The City provided \$3,750,000 from TIF Spending Plan funds from TIF District 2-11 in the form of a loan and provided up front to pay for Qualifying Costs as part of the Phase IA development. In addition, the HRA will reimburse the Redeveloper with Tax Increment generated from the Minimum Improvements for the remaining amount up to a maximum principal amount of \$27,950,000. The HRA's financial consultant will complete an analysis with respect to each Phase when construction is ready to commence on that Phase to determine the amount and term of the assistance to be provided to that Phase; provided, however, with respect to Phase IA, the HRA's financial consultant has determined the amount of assistance for Phase IA to be \$797,500 and will be paid with 90% of the increment generated from Phase IA over a seventeen year period. With respect to Phase IC the amount of assistance is expected to be up to \$8,000,000 and paid with 90% of the increment generated from Phase IC over a 20-year period. Payments from TIF District 1-6: 325 Blake will be made through the Notes issued on a pay-as-you-go basis, with one Note for each remaining Phase, assuming up to 95% of increment at the rate of the lesser of the rate of 4% per annum or the Redeveloper's actual mortgage financing rate. The Note for each Phase will be issued upon the City's issuance of a final Certificate of Occupancy for that Phase and proof of expenditure related to the Qualifying Costs for that Phase. The HRA will deliver the Note for each Phase upon satisfaction by the Redeveloper of all the conditions precedent with respect to that Phase specified in section 3.3 of this Agreement. The HRA agrees that the Note for each Phase may be issued to Redeveloper's designee of such Phase, subject to Section 3.3 of this Agreement and if the designee has assumed the obligations such Phase and entered into a partial assignment and

assumption agreement with the City, the HRA, and the Redeveloper. Each Note will stand alone, and that there will be no cross-default provision in the Notes that allows the HRA to terminate or suspend payment under one Note with respect to a default under this Agreement with respect to another Phase (a Phase other than the one which the Note was issued).

(b) The Redeveloper understands and acknowledges that the HRA makes no representations or warranties regarding the amount of Available Tax Increment, or that revenues pledged to the Notes will be sufficient to pay the principal of and interest on the Notes. Any estimates of Tax Increment prepared by the HRA or its financial advisors in connection with the TIF District or this Agreement are for the sole benefit of the HRA and are not intended as representations on which the Redeveloper may rely.

(c) At the HRA's discretion, the parcels containing Phase ID, Phase IIA – Building B and Phase IIB – Town Homes may be decertified from the TIF district as development commences since no assistance is required for those Phases.

Section 3.3. Conditions Precedent to Issuance of Notes. Notwithstanding anything in this Agreement to the contrary, the HRA shall not be obligated to issue the Note with respect to a Phase until all of the following conditions precedent have been satisfied with respect to that Phase:

- (a) The Redeveloper or its respective affiliate, subject to Article VIII hereof, has acquired the Redevelopment Property in fee;
- (b) The Redeveloper has submitted and the HRA has approved the Construction Plans;
 - (i) The Redeveloper has constructed the Minimum Improvements on that Phase and the HRA has issued the Certificate of Completion for that Phase;
- (c) The Redeveloper has completed the City Public Improvements and such Improvements have been accepted by the City.
- (d) The Redeveloper has submitted evidence it has paid for the Qualifying Costs, including paid receipts and lien waivers, for that Phase;
- (e) The Redeveloper has reimbursed the HRA for all of its administrative costs incurred in conjunction with the processing of Redeveloper's request with respect to that Phase;
- (f) The Redeveloper has submitted the Investment Letter for the applicable Phase and Note; and
- (g) There has been no Event of Default on the part of the Redeveloper which has not been cured.

Section 3.4. Potential Reduction of Assistance. The HRA will complete a lookback for each applicable Phase that receives TIF assistance.

(a) *Generally.* The financial assistance to the Redeveloper under this Agreement is based on certain assumptions regarding likely performance of Phase IB - Building C and Phase IC - Building D including operating revenues, expenses and development costs of constructing these Phases. The HRA and the Redeveloper agree that the actual financial performance of Phase IB - Building C and Phase IC - Building D will be reviewed at the times described in this Section, and that the amount of tax increment assistance provided under Section 3.2 will be adjusted accordingly. The HRA and the Redeveloper further agree that, upon execution of this Agreement, the Redeveloper shall provide the HRA and its municipal advisor (the “Consultant”) with the Pro Forma Financial Statements showing a target Cash on Cost Return of 7%.

(b) *Definitions.* For the purposes of this Section, the following terms have the following meanings:

“Calculation Date” means the earliest of (A) 90 days after the earlier of (i) the date of Stabilization of the either Phase; (ii) two years after the date of completion of either Phase, as evidenced by the City’s issuance of a Certificate of Completion pursuant to Section 3.3: or (B) at least 30 days prior to sale of either Phase.

“Cash on Cost Return” means NOI divided by the applicable Phase’s actual Total Development Costs, calculated as set forth in the sample lookback calculation attached as Exhibit J.

“NOI” means total annual income and other project-derived annual revenue, including payments under the TIF Note, less Operating Expenses, which exclude debt service payments. For purposes of the Cash on Cost Return calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 2.5% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 2.5% annually.

“Operating Expenses” means reasonable and customary expenses incurred in operating the applicable Phase, consistent with the Pro Forma Financial Statement, including deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, excluding debt service payments.

“Pro Forma Financial Statement” the applicable Phase’s cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as Exhibit J.

“Stabilization” means the calendar month-end date on which the applicable Phase has first achieved an average occupancy of 90% during the preceding 12 calendar months, or such earlier date as may be requested by the Redeveloper but, for purposes of the Cash on Cost Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

“Total Project Cost” means the total expenditures incurred to complete development of the applicable Phase inclusive of land acquisition, hard construction costs, soft costs and financing costs as approved by Redeveloper’s senior construction debt lender.

(c) On the Calculation Dates, the Redeveloper of the applicable Phase shall deliver to the HRA and Consultant, at a minimum, (i) the Redeveloper’s actual financial statement, in the same form as the Pro Forma Financial Statement submitted to the HRA pursuant to clause (1) above and showing NOI, and such other financial information as the Consultant shall reasonably require, for trailing 12-month period preceding the Calculation Date calculated as of the Calculation Date as provided herein and as set forth in the Pro Forma Financial Statement and (ii) evidence, satisfactory to the HRA, of its Total Project Cost.

(d) The average annual Cash on Cost Return shall be calculated by the Consultant based on the applicable Phase financial statement submitted to the HRA pursuant to clause (3) above, with actual incurred Total Project Cost and all elements of NOI determined in accordance with generally accepted accounting principles.

(e) If the average annual Cash on Cost Return does not exceed 7% over the term of the TIF Note, the TIF Note will remain set at the principal amount established in Section 3.2.

(f) If on the Calculation Date, the average annual Cash on Cost Return exceeds 7%, then the principal balance of the TIF Note will be reduced by an amount that results in a stabilized average annual Cash on Cost Return equal to 7% over the term of the TIF Note (the “Participation Amount”). The calculation for the reduction shall be completed as noted in the TIF Lookback Calculation Example in Exhibit J and shall be based upon the present value of the reduced number of years of TIF per the original TIF Run utilized to size the original note for the applicable Phase. Such reduction will be effective upon delivery to the Redeveloper of a written notice stating the Participation Amount as determined by the Consultant in accordance with this Section, accompanied by the Consultant’s report and the Redeveloper shall deliver the TIF Note in exchange for a new TIF Note in the principal amount reduced by the Participation Amount.

Section 3.5. Redeveloper Responsible for Payment of Administrative Costs. The City and HRA acknowledge the Redeveloper made an escrow deposit in the amount of \$25,000 to pay the Administrative Costs of the City and the HRA. The City and the HRA will use such funds to pay “Administrative Costs,” which term means out-of-pocket costs incurred by the City and the HRA, together with staff and consultant costs of the City and the HRA, all attributable to or incurred in connection with the negotiation and preparation of this Agreement, the TIF Plan, and other documents and agreements in connection with the establishment of the TIF District and redevelopment of the Redevelopment Property, and not previously paid by the Redeveloper. The Redeveloper shall pay all other normal and customary City fees and expenses for the approval and construction of the Minimum Improvements. At the Redeveloper’s request, but no more often than monthly, the HRA will provide the Redeveloper with a written report including invoices, time sheets or other comparable evidence of expenditures for Administrative Costs and the outstanding balance of funds deposited. At any time the deposit drops below \$1,000, the Redeveloper shall replenish the deposit in the amount of \$10,000 within thirty (30) days after receipt of written notice thereof from the HRA. If at any time the HRA or the City determines

that the deposit is insufficient to pay Administrative Costs, the Redeveloper is obligated to pay such shortfall within fifteen (15) days after receipt of a written notice from the HRA containing evidence of the unpaid costs. If Administrative Costs incurred, and reasonably anticipated to be incurred are less than the deposit by the Redeveloper, the HRA shall return to the Redeveloper any funds not anticipated to be needed.

Section 3.6. Records. The HRA and its representatives will have the right at all reasonable times after reasonable notice to inspect, examine and copy invoices paid by Redeveloper and/or its general contractor relating to the Minimum Improvements and the Qualifying Costs for which the Redeveloper will be reimbursed under the Notes.

Section 3.7. Purpose of Assistance; No Business Subsidy. The parties agree and understand that the assistance being provided by the HRA under this Agreement does not constitute a "business subsidy" within the meaning of the Business Subsidy Act, Minnesota Statutes, Sections 116J.993 to 116J.995, because the assistance is being provided for development and housing purposes and the Redeveloper's investment in the Redevelopment Property and site preparation will exceed 70% of the County Assessor's current year's estimated market value for the Redevelopment Property "Business subsidy" within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995.

Section 3.8. Bonds. The City and HRA will review all financing aspects related to the Project and will endeavor to issue bonds if in the interest of the City and HRA if the City bonds for the City Public Improvements and Public Parking and those bonds put the City over the bank qualified limit, that the developer has to pay the interest differential, if any.

Section 3.9. Special Assessments. The Developer has agreed to certain Special Assessments to fund the City Public Improvements and the Public Parking related to Phase IC (hereinafter referred to as the "Public Phase IC Improvements"), as follows: City Public Improvements Phase ID, \$ _____ and Public Parking Improvements Phase IC \$6,100,000. The Developer shall not object to or contest the amount or use of such Special Assessments, and shall enter into the City's standard Petition and Waiver Agreement for such Public Phase IC Improvements. As a result, the City anticipates all such Public Improvements will be timely constructed to accommodate the Minimum Improvements when completed. The City will work with the Developer on the timing to levy the agreed to Special Assessments on the applicable Phase in order to be able to pay debt service on any bonds issued for the Public Improvements. If the City determines that certain of the Public Improvements will benefit other property, the City will, in accordance with normal city policies, assess the other benefited properties for their appropriate share of the costs to reflect the benefit to such other property resulting from such improvements.

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. If the Redeveloper or its affiliate acquires the Redevelopment Property in accordance with the terms of this Agreement, the Redeveloper or such affiliate agrees that it will construct the Minimum Improvements on the

Redevelopment Property in accordance with the Construction Plans. The Redeveloper acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the City and possibly other governmental agencies and, to the extent such approvals have not already been obtained, agrees to submit all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

Section 4.2. Preliminary and Construction Plans. (a) The Redeveloper has submitted and the City and the HRA have approved the Preliminary Plans listed in Exhibit C attached hereto. Prior to beginning construction on the Minimum Improvements, the Redeveloper shall submit dated Construction Plans to the City and the HRA. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in substantial conformity with the Preliminary Plans and this Agreement. HRA will approve the Construction Plans for each Phase if they (1) are consistent with the Preliminary Plans; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are adequate to provide for the construction of the Minimum Improvements; (4) conform to the State building code; and (5) if there has occurred no uncured Event of Default on the part of the Redeveloper. The HRA agrees to approve or reject each set of proposed Construction Plans for each Phase within 30 days after it receives them. The HRA agrees to detail its reasons for disapproving any Construction Plans and to explain which of the four criteria in the preceding sentence that it is relying on. If the HRA does not approve or disapprove any proposed Construction Plans within 30 days after receiving them, the HRA will be deemed to have approved them. The HRA will also be deemed to have approved the Construction Plans if the City issues a building permit for the Minimum Improvements. Except as otherwise set forth herein, no approval by HRA shall relieve the Redeveloper of the obligation to comply with the terms of this Agreement, the terms of all applicable federal, State and local laws, ordinances, rules and regulations in the construction of the Minimum Improvements. Except as otherwise set forth herein, no approval by HRA shall constitute a waiver of an Event of Default.

(b) If the Redeveloper desires to make any Material Change to any Construction Plans, the Redeveloper shall submit the proposed change to the HRA for its prior written approval. If the proposed change is consistent with the Preliminary Plans or is otherwise acceptable to the HRA and meets all other requirements of section 4.2(a) above, the HRA shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the HRA unless rejected, in whole or in part, by written notice by the HRA to the Redeveloper within twenty (20) business days after the Redeveloper submits the proposed change for approval. The HRA agrees to set forth in detail its reasons for any rejection.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Redeveloper shall commence construction of each Phase of the Minimum Improvements by the Commencement Date, and substantially complete construction of each Phase by the Completion Date as set forth below. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property for the respective Phase, including excavation, or footings and in the case of Phase I, mass grading other physical site preparation work. "Complete" shall mean that the Minimum Improvements are sufficiently complete for the issuance of a final Certificate of Occupancy.

Phase	Commencement Date	Completion Date
Phase IA – Building A	December 31, 2022	June 30, 2025
Phase IB – Building C	December 31, 2025	June 30, 2028
Phase IC – Building D	December 31, 2024	June 30, 2026
Phase ID – Rest/Common	December 31, 2024	June 30, 2026
Phase IIA – Building B	December 31, 2024	June 30, 2026
Phase IIB – Town Homes	December 31, 2024	June 30, 2026

The Redeveloper and the HRA agree that the dates for each Phase of the construction schedule may be revised based upon timing of actual construction schedules, financing, market conditions, etc. Revisions to the dates of each Phase of the construction schedule shall not require approval or further action by the HRA and may be approved administratively by staff and legal counsel, so long as such revisions are no more than 18 months from each Phase of the construction schedule as noted above. Any revision to the dates beyond 18 months for each Phase in the construction schedule shall require renegotiation between the parties.

All work with respect to the Minimum Improvements to be constructed or provided by the Redeveloper on the Redevelopment Property shall be in conformity with the Construction Plans. The Redeveloper shall make such reports to the HRA regarding construction of the Minimum Improvements as the HRA deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements.

Section 4.4. Certificates of Completion. (a) After Substantial Completion of the Minimum Improvements in each Phase in accordance with the Construction Plans for that Phase and all terms of this Agreement and at the written request of the Redeveloper, the HRA will, within 20 days thereafter, furnish the Redeveloper with a Certificate of Completion for that Phase in the form of Exhibit D attached hereto. The HRA agrees that the Minimum Improvements in each Phase will be completed and the Redeveloper will be entitled to receive and record a Certificate of Completion for that Phase when the City has issued a final Certificate of Occupancy for the Minimum Improvements in that Phase and all site improvements in the Phase have been substantially completed in accordance with the approved Construction Plans for that Phase. Such certification by HRA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Redeveloper to construct the Minimum Improvements in the relevant Phase and the dates for the beginning and completion thereof. Following issuance of the Certificate of Completion for a Phase pursuant to this section, the sole outstanding obligation of either Party is for the HRA to issue the Notes and to make payments thereunder, subject to the terms of this Agreement and the Notes.

(b) Each Certificate of Completion shall be in such form as will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Redevelopment Property. If the HRA shall refuse to provide such certification in accordance with the provisions of this section 4.4, the HRA shall promptly notify Redeveloper of the same within 20 days following receipt of request therefor from Redeveloper and shall provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the relevant portion of the Minimum Improvements in

accordance with the provisions of the Agreement, or is otherwise in default of a material term of this Agreement, and what measures or acts will be necessary, in the opinion of HRA, for the Redeveloper to take or perform in order to obtain such certification. If the HRA fails to issue such a written statement within such 20-day period, the HRA shall be deemed to have waived its right to do so and shall immediately thereafter issue the Certificate of Completion to the Redeveloper. The Redeveloper shall have 60 days following receipt of the HRA's written response to cure or agree to terms with HRA regarding issues to be resolved prior to the Redeveloper obtaining a Certification of Completion from HRA.

(c) Notwithstanding any requirement to the contrary set forth in this Agreement and the PUD Agreement, a Certificate of Completion may be issued for Building A of Phase I in the absence of completion of the required permanent parking for Building A of Phase I, with the permanent parking for Building A of Phase I required to be completed after such issuance of a Certificate of Completion by _____.

Section 4.5. Housing Affordability Covenants. The Redeveloper agrees that at all times from initial occupancy of each of Phase IA – Building A, Phase IIA – Building B, and Phase IC – Building D through the date that is 30 years from issuance of a final Certificate of Occupancy for that Phase, the units within the applicable Phase of the Minimum Improvements shall be reserved for occupancy by individuals and satisfy the income requirements noted in Sections 4.5(a) and (b) below. The Redeveloper and the HRA shall execute a Declaration of Restrictive Covenants for each of Phases IA - Building A, IIA - Building B, and IC - Building D in substantially the form set forth in Exhibit F and record such agreement against each of those Phases. The covenants applicable to each of those Phases shall be as follows:

(a) Affordability Covenants Phase IIA – Building B: Redeveloper covenants to make at least 10% of the Phase IIA – Building B units constructed to be “affordable” and agrees that they are subject to the following affordability covenants:

- (i) Twelve (12) cooperative Housing Units (the “Affordable Housing Units”) must be initially sold (as a membership interest in the cooperative) to owner-occupants with household income not to exceed 60 percent of the Minneapolis-St. Paul metropolitan statistical area (the “Metro Area”) median income for the calendar year in which the Redeveloper receives a Certificate of Occupancy. The Affordable Housing Units will be equally distributed throughout the building and floors. Each owner-occupant of the Affordable Housing Units will be required to pay their pro rata share of ongoing operating expenses of the cooperative. Future transfers of the Affordable Housing Units (or the membership interests in the cooperative representing the Affordable Housing Units) will be restricted to maintain the ability of future buyers to purchase the Affordable Housing Units at affordable prices for thirty (30) years following the first purchase of each of the Affordable Housing Units pursuant to the Affordable Housing Agreement described below.
- (ii) Upon or before closing on the initial sale of each Affordable Housing Unit to any person, the Redeveloper shall deliver or cause to be delivered written evidence satisfactory to the HRA of compliance with the covenants. Such evidence shall

include, at a minimum, a fully executed purchase agreement and certificate of real estate value, certification by the buyer that he or she intends to occupy the Affordable Housing Unit, and evidence of the buyer's household income determined in accordance with Metropolitan Council's affordability limits for ownership; provided that income shall be determined as of the date of application for acquisition financing.

- (iii) The HRA and its representatives shall have the right at all reasonable times while the covenants are in effect, after reasonable notice, to inspect, examine and copy all books and records of the Redeveloper and its successors and assigns relating to the covenants.
- (iv) The Redeveloper shall execute with the HRA an agreement in recordable form and satisfactory to the HRA, that substantially reflects the covenants (the "Affordable Housing Agreement") before the Redeveloper obtains its financing. The Affordable Housing Agreement shall include reasonable reporting and monitoring requirements as necessary to ensure compliance with the covenants therein, and shall be recorded by the Redeveloper, at its cost, against the appropriate portion of the Redevelopment Property on which the subject Affordable Housing Units are to be constructed. Failure to enter into, record or comply with the Affordable Housing Agreement in accordance with this Section shall be an Event of Default. If the Redeveloper fails to comply with this Article or with the covenants of the Affordable Housing Agreement, the Redeveloper will reimburse the HRA for any reasonable attorney fees incurred by the HRA in an effort to gain the Redeveloper's compliance with this Article or with the covenants of the Affordable Housing Agreement.

b. Affordability Covenants Phase IA – Building A and IC – Building D: Redeveloper agrees that the Minimum Improvements are subject to the following affordability covenants:

- (i) The Redeveloper expects that each of Phase IA – Building A and Phase IC – Building D will include the mix of rental housing units as noted in the table above in the definition of "Minimum Improvements". These units constitute approximately 27% of the overall rental units. In addition, the Redeveloper will apply to the applicable agencies for project-based housing choice vouchers for Phase IA – Building A. The Redeveloper will be required to enter into a Declaration of Restrictive Covenants for each Phase that will cause the affordable restrictions to remain in effect for a thirty (30) year period. On the date of receipt of a final Certificate of Occupancy for each of those Phases, the Redeveloper will deliver an executed Declaration that Phase to the HRA in recordable form.
- (ii) The Redeveloper agrees to distribute the affordable rental Housing Units among the different rental Housing Unit types throughout the building and floors and various unit types.
- (iii) During the term of the Declaration, the Redeveloper shall not adopt any policies specifically prohibiting or excluding rental to tenants holding

certificates/vouchers under Section 8 of the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq., or its successor because of such prospective tenant's status as such a certificate/voucher holder.

- (iv) The Redeveloper will promptly notify the HRA if at any time during the term of the Declaration the number of rental Housing Units in Phase IA, Building A or Phase IC, Building D occupied by Qualifying Tenants (as defined in the Declaration) or held vacant and available for occupancy by Qualifying Tenants pursuant to the Declaration is fewer than the number required by the terms of the Declaration.
- (v) The HRA and its representatives will have the right at all reasonable times during normal business hours while the covenants in this Section are in effect, after reasonable notice to inspect, to examine and copy all books and records of the Redeveloper and its successors and assigns relating to the covenants described in this Section and in the Declaration for each of the two relevant Phases.
- (vi) The Redeveloper must submit evidence of tenant incomes, showing that Phase IA – Building A and Phase IC – Building D meet the income requirements set forth in the Declarations for those Phases by April 1st of each year. The HRA will review the submitted evidence related to the income restrictions and to the extent the threshold for one of those Phases is not met, the HRA will withhold the TIF payment for that time period with respect to that Phase.

c. Affordability Applications. The HRA and the City agree to pledge support for any affordability application made by the Redeveloper; however, such pledge of support shall not include any monetary commitment.

Section 4.6. Affordable Housing Reporting: At least annually, no later than April 1 of each year commencing on the April 1 first following the issuance of the Certificate of Completion for Phase IA – Building A or Phase IC – Building D, the Redeveloper shall provide a report to the HRA evidencing that the Redeveloper complied with the income affordability covenants set forth in Section 4.5 hereof during the previous calendar year with respect to each Phase that the Redeveloper has Substantially Completed. The income affordability reporting shall be on the form entitled “Tenant Income Certification” from the Minnesota Housing Finance Agency (MHFA HTC Form 14), or if unavailable, any similar form. The HRA may require the Redeveloper to provide additional information reasonably necessary to assess the accuracy of such certification. Unless earlier excused by the HRA, the Redeveloper shall send affordable housing reports to the HRA until the TIF District is decertified. If the Redeveloper fails to provide the annual reporting required under this Section for any Phase, the HRA may withhold payments of Available Tax Increment under the Note for that Phase.

Section 4.7. City Public Improvements: The Redeveloper shall construct the City Public Improvements as defined in this Agreement in accordance with plans and specifications approved by the City. The City may inspect the City Public Improvements as the improvements are being constructed and the Redeveloper will dedicate the City Public Improvements to the

City upon completion. Acceptance of all City Public Improvements shall be by City staff, in their sole discretion, and consistent with the PUD Agreement as hereinafter defined.

Section 4.8. Homeowners' Associations and Restrictive Covenants: The HRA acknowledges that the Redeveloper may utilize deed restrictions, covenants, agreements, architectural controls, homeowners' associations (HOAs) and other means to control the use and to ensure the maintenance of the land within the Minimum Improvements. No such instruments shall adversely affect the rights of the City or HRA under this Agreement, without their consent, which consent shall not be unreasonably withheld. The Redeveloper shall submit any such instruments to the City and HRA for their review and comment.

For Phase IIB (for sale town homes) the HOA documents should have a stipulation on the number of rental units allowed. The stipulation is at the discretion of the HOA and applicable laws governing HOA's and shall be submitted to the HRA for their review and comment.

Section 4.9. Maintenance: The Redeveloper and the HRA agree that the Redeveloper or HOA shall be responsible for all maintenance (including snow and ice removal) and repair costs associated with the private improvements on that Phase including:

- Driveways, service drives, and surface parking stalls.
- Parking structure
- Sidewalks
- Streetlights
- Landscaping
- Streetscape improvements
- Storm water ponding
- Bicycle Parking
- Plazas
- Pavilion
- Cascade promenade
- Greenway commons

Redeveloper and the HOAs shall not be responsible for the maintenance and repair of the Spine Road.

Section 4.10. Reciprocal Easement and Operating Agreement: The Redeveloper and City will enter into a mutually acceptable reciprocal easement and operating agreement (the "REOA") or other easement agreements to include, without limitation, the following key terms:

(a) Redeveloper and/or City responsibility for maintenance and operation of the private applicable Phase of the Minimum Improvements, road network, and other City Public Improvements, with such costs being allocated to and among Redeveloper, the City and/or any other owners of each Phase of the Minimum Improvements;

(b) perpetual public access easements and perpetual drainage and utility easements, in each case, over the applicable City Public Improvements and at no cost to the City;

(c) perpetual license or public access easements for greenway commons, pavilion plazas, and cascade promenade or other private areas that provide public benefit that the City and Redeveloper deem appropriate; and

(d) provisions providing for enforcement of all terms and conditions of the REOA.

ARTICLE V

Insurance

Section 5.1. Insurance.

(a) The Redeveloper will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the HRA, furnish the HRA with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the HRA must be protected in accordance with a clause in form and content satisfactory to the HRA;

(ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with a Protective Liability Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The HRA must be listed as an additional insured on the policy; and

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

(b) As to each Phase, upon completion of construction of the Minimum Improvements in that Phase and prior to the Maturity Date of the Note for that Phase, the Redeveloper must maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the HRA will furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements on that Phase under a policy or policies covering the risks as are ordinarily insured against by similar businesses.

(ii) Commercial general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or

property, in the minimum amount for each occurrence and for each year of \$2,000,000, and must be endorsed to show the HRA as an additional insured.

(iii) Other insurance, including workers' compensation insurance respecting all employees, if any, of the Redeveloper, in an amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Redeveloper may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in this Article V must be taken out and maintained in responsible insurance companies selected by the Redeveloper which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Redeveloper will deposit annually with the HRA policies evidencing all the insurance, or a certificate or certificates or binders of the respective insurers stating that the insurance is in force and effect. Unless otherwise provided in this Article V each policy must contain a provision that the insurer will not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Redeveloper and the HRA at least sixty (60) days before the cancellation or modification becomes effective. In lieu of separate policies, the Redeveloper may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Redeveloper will deposit with the HRA a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Redeveloper agrees to notify the HRA immediately in the case of damage exceeding \$500,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event this type of damage or destruction occurs, the Redeveloper will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing the damage and, to the extent necessary to accomplish the repair, reconstruction and restoration, the Redeveloper will apply the Net Proceeds of any insurance relating to the damage received by the Redeveloper to the payment or reimbursement of the costs thereof.

The Redeveloper will complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by the Redeveloper is sufficient to pay for the same. Any Net Proceeds remaining after completion of the repairs, construction and restoration will be the property of the Redeveloper.

(e) Notwithstanding anything to the contrary contained in this Agreement, in the event of damage to the Minimum Improvements in excess of \$100,000 and the Redeveloper fails, subject to Unavoidable Delays, to complete any repair, reconstruction or restoration of the Minimum Improvements within eighteen (18) months from the date of damage or such later time as reasonably determined by the HRA if the Redeveloper commences restoration within such eighteen (18) month period and diligently prosecutes the same to completion, the HRA may, at its option, terminate the Note or Notes for the damaged Phase or Phases as provided in Section 9.3(b) hereof. If the HRA terminates the Note for a Phase, the termination will

constitute the HRA's sole remedy under this Agreement as a result of the Redeveloper's failure to repair, reconstruct or restore the Minimum Improvements in that Phase. Thereafter, the HRA will have no further obligations to make any payments under the Note for that Phase.

(f) The Redeveloper and the HRA agree that all of the insurance provisions set forth in this Article V will terminate upon the termination of this Agreement.

Section 5.2. Subordination. The HRA and the City hereby subordinate all rights of their rights to receive or apply any insurance proceeds to the rights of any Holder of a Mortgage allowed under Article VII of this Agreement.

ARTICLE VI

Taxes; Use of Tax Increment

Section 6.1. Right to Collect Delinquent Taxes. The Redeveloper acknowledges that the HRA is providing substantial aid and assistance in furtherance of the redevelopment through issuance of the Notes. The Redeveloper understands that the Tax Increments pledged to payment of the Notes are derived from real estate taxes on the Redevelopment Property, which taxes must be promptly and timely paid. To that end, the Redeveloper agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Redevelopment Property and the Minimum Improvements. The Redeveloper acknowledges that this obligation creates a contractual right on behalf of the HRA to sue the Redeveloper or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit, the HRA shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Use of Tax Increment. Except as provided for in this Agreement, the HRA shall be free to use any Tax Increment it receives from the County with respect to TIF District No. 1-6: 325 at Blake for any purpose for which such increment may lawfully be used under the TIF Act and the HRA shall have no obligations to the Redeveloper with respect to the use of such Tax Increment.

Section 6.3. Reduction of Taxes. The Redeveloper agrees that after the date of certification of the Tax Increment District and prior to completion of the Minimum Improvements on each Phase, it will not cause a reduction in the real property taxes paid in respect of that Phase through: (A) willful destruction of the Minimum Improvements on that Phase or any part thereof (except for the demolition of structures required for construction of the Minimum Improvements); or (B) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 hereof.

The Redeveloper also agrees that, with respect to each Phase, it will not, prior to the Maturity Date of the Note for that Phase: (i) seek exemption from property tax for that Phase; (ii) convey or transfer or allow conveyance or transfer of that Phase to any entity that is exempt from payment of real property taxes under State law; or (iii) seek or agree to any reduction of the assessor's estimated market value to below the Minimum Market Value for that Phase. If

Redeveloper brings a petition challenging a Market Value determination exceeding the minimum value established in a Minimum Assessment Agreement, the Redeveloper must inform the HRA of such petition. The HRA will pay principal and interest on the each Note only to the extent of Available Tax Increment attributable to the minimum value of the relevant Phase until final resolution of such petition. Upon resolution of Redeveloper's tax petition, any Available Tax Increment deferred and withheld will be paid, without interest thereon, to the extent payable under the assessor's final determination of Market Value.

Notwithstanding the foregoing, the HRA acknowledges that the Redeveloper intends to apply for 4d tax classification for 100% of Phase IA – Building A and 20% of the units on Phase IC-Building D, as defined in Minnesota Statute 273.13, Subd. 25(e), for purposes of the property taxes imposed against the Minimum Improvements.

The Redeveloper may, as to each Phase, at any time following the issuance of the Certificate of Completion for that Phase, seek through petition or other means to have the Assessor's Estimated Market Value for that Phase reduced to not less than the Minimum Market Value for that Phase. Such activity must be preceded by written notice from the Redeveloper to the HRA indicating its intention to do so.

Upon receiving such notice, or otherwise learning of the Redeveloper's intentions, the HRA may suspend or reduce payments due under the Note with respect to the relevant Phase except for the portion of such payments from Available Tax Increment, as defined in the Note for that Phase, based on the Minimum Market Value as described in the Minimum Assessment Agreement for that Phase, until the actual amount of the reduction in market value is determined, whereupon the HRA will make the suspended payments less any amount that the HRA is required to repay the County as a result any retroactive reduction in market value of that Phase. If the Redeveloper fails to notify the HRA of the tax petition, the HRA shall have the right to withhold all payments of principal and interest on the Note with respect to the relevant Phase until the Redeveloper's challenge is resolved. Upon resolution of the Redeveloper's tax petition, any Available Tax Increment deferred and withheld under this Section shall be paid, without interest thereon, to the extent payable under the assessor's final determination of market value.

During the period that the payments are subject to suspension, the HRA may make partial payments on the Note, from the amounts subject to suspension, if it determines, in its sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require.

The HRA's suspension of payments on a Note pursuant to this Section shall not be considered a default under Article IX hereof.

Section 6.4. Qualifications. The Redeveloper understands and acknowledges that all Public Redevelopment Costs must first be paid by or on behalf of the Redeveloper and will be reimbursed from Available Tax Increment pursuant to the terms of the Notes. The HRA makes no representations or warranties regarding the amount of Tax Increment, or that revenues pledged to the Notes will be sufficient to pay the principal of the Notes. Any estimates of Tax Increment prepared by the HRA or its financial advisors in connection with the TIF District or

this Agreement are for the benefit of the HRA, and are not intended as representations on which the Redeveloper may rely. In the event of legislative changes reducing the tax rate classification of certain qualified low-income rental housing under Minnesota Statutes, Section 273.13, subd. 25(e), the Redeveloper expressly agrees and acknowledges that the HRA may adjust the principal amount of the Notes to reflect such reduction. The parties agree that they will work in good faith to determine the appropriate amount of such reduction, it being the intent that the aggregate effect of such changes (i.e., the projected expense savings to the Redeveloper attributable to the reduction to the annual tax liability with regard to the Project and the projected income reduction to the Redeveloper attributable to the reduction in the amount of payments under the Notes) will be revenue-neutral to the Redeveloper. If the principal amount of the Notes is reduced pursuant to this Section 6.4, and there is subsequently a legislative change which increases the tax rate classification (i.e., the legislation giving rise to the reduction is repealed), the HRA shall adjust the principal amount of the Notes to reflect such increased tax burden in the same manner as the reduction aforesaid; provided, however, that any such increase be limited to the aggregate amount by which the principal balance of the Notes was previously reduced pursuant to this Section 6.4. Public Redevelopment Costs exceeding the principal amount of the Notes are the sole responsibility of Redeveloper.

Section 6.5. Transfer Obligations. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that upon Transfer of any Phase to another person or entity, the Redeveloper will remain obligated under this Article VI hereof, unless the Redeveloper is released from such obligations with respect to that Phase in accordance with the terms and conditions of Section 8.2(b) or 8.3 hereof.

Section 6.6. Minimum Assessment Agreement.

(a) On or about the date of completion of each Phase, the Redeveloper shall execute a Minimum Assessment Agreement for the Phase pursuant to Section 469.177, subdivision 8 of the TIF Act, specifying an assessor’s minimum market value for that Phase with the Minimum Improvements constructed thereon.

Redeveloper and HRA will enter into a Minimum Market Value Assessment Agreement (MAA) setting a minimum property tax value for the rental portions of the various Phases as noted below:

[STACIE TO REVIEW AND REVISE]

Phase	Amount	Date
Phase IB – Building C	\$106,650,000	January 2, 2029 for payable 2030
Phase IC – Building D	\$55,900,000	January 2, 2027 for payable 2028
Phase IA – Building A	\$26,680,000	January 2, 2025 for payable 2026

The Redeveloper and the HRA agree that the dates for the applicable Phase MAA may be revised based upon timing of actual construction schedules and that the final MAA amounts may be revised based upon current market valuations provided by the County Assessor. Revisions to the dates of the applicable Phase MAA and execution thereof shall not require approval or

further action by the HRA and can be completed administratively by staff and legal counsel, so long as such revision is no more than 18 months from the applicable Phase MAA as noted in the above schedule. Any revisions to the dates beyond 18 months for the applicable Phase MAA shall require renegotiation between the parties. Revisions to the MAA amounts shall not require approval or further action by the HRA and can be completed administratively by staff and legal counsel.

The Minimum Assessment Agreement for each Phase shall terminate as to that Phase on the Termination Date for that Phase.

(b) The Minimum Assessment Agreements shall be substantially in the form attached hereto as Exhibit G. Nothing in a Minimum Assessment Agreement shall limit the discretion of the assessor to assign a market value to the property in excess of such assessor's minimum market value nor prohibit the Redeveloper from seeking through the exercise of legal or administrative remedies a reduction in such market value for property tax purposes, provided however, that the Redeveloper shall not seek a reduction of such market value below the assessor's minimum market value in any year so long as such Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreements shall remain in effect for the period described in Exhibit G.

ARTICLE VII

Financing

Section 7.1. Mortgage Financing.

(a) Before commencement of construction of the Minimum Improvements, the Redeveloper must submit to the HRA or provide access thereto for review by HRA staff, consultants and agents, evidence reasonably satisfactory to the HRA that Redeveloper has available funds, or commitments to obtain funds, whether in the nature of mortgage financing, equity, grants, loans or other sources sufficient for payment of the Minimum Improvements, provided that any lender or grantor commitments shall be subject only to such conditions as are normal and customary in the commercial lending industry. The commitments may be submitted as short term financing, long term mortgage financing, a bridge loan with a long term take-out financing commitment, or any combination of the foregoing.

(b) If the HRA finds that the financing is sufficiently committed and adequate in amount to pay the costs specified in paragraph (a) then the HRA will notify the Redeveloper in writing of its approval. Such approval will not be unreasonably withheld and either approval or rejection will be given within twenty (20) days from the date when the HRA is provided the evidence of financing. A failure by the HRA to respond to the evidence of financing will be deemed to constitute an approval hereunder. If the HRA rejects the evidence of financing as inadequate, it will do so in writing specifying the basis for the rejection. In any event the Redeveloper will submit adequate evidence of financing within ten (10) days after any rejection.

Section 7.2. HRA's Option to Cure Default under a Mortgage. In the event that there occurs a default under any Mortgage authorized pursuant to Section 7.1 of this Agreement, to the extent the Redeveloper is aware of such default, the Redeveloper shall cause the HRA to receive

copies of any notice of default received by the Redeveloper from the holder of such Mortgage. Thereafter, to the extent permitted by the Holder of any Mortgage, the HRA shall have the right, but not the obligation, to cure any such default on behalf of the Redeveloper within such cure periods as are available to the Redeveloper under the Mortgage documents. In the event there is an event of default under this Agreement, the HRA will transmit to the Holder of any Mortgage a copy of any notice of default given by the HRA pursuant to Article IX hereof.

Section 7.3. Modification; Subordination. In order to facilitate the securing of other financing, the HRA agrees to subordinate its rights under this Agreement provided that such subordination shall be subject to such reasonable terms and conditions as the HRA and Holder mutually agree in writing. Notwithstanding anything to the contrary herein, any subordination agreement must include the provision described in Section 7.2 hereof.

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Redevelopment. The Redeveloper represents and agrees that its purchase of the Redevelopment Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Redevelopment Property and not for speculation in land holding.

Section 8.2. Prohibition Against Redeveloper's Transfer of Property and Assignment of Agreement. The Redeveloper represents and agrees that, as to each Phase, until either the issuance of the Certificate of Completion for the Minimum Improvements in that Phase or the Termination Date for that Phase, as applicable:

(a) Except as specifically described in this Agreement, the Redeveloper has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Redevelopment Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of the HRA's board of commissioners. The term "Transfer" does not include, with respect to each of Redeveloper's permitted transferee and/or assignee of Redeveloper: (i) a mortgage made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable the Redeveloper or any successor in interest to any Phase or to construct the Minimum Improvements or component thereof; (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements; (iii) acquisition of a controlling interest in Redeveloper or its successor and/or assignee by another entity or merger of Redeveloper or its successor and/or assignee with another entity; (iv) any sale, conveyance, or transfer in any form to any affiliate of Redeveloper or its successor and/or assignee; (v) a transfer to a third party if the Redeveloper or its successor and/or assignee is unable to commence construction by the date provided in Section 4.3 hereof and the HRA terminates this Agreement pursuant to Section 9.2(b) hereof; or (vi) transfers of membership interests or other ownership interests in the Redeveloper or its successor and/or assignee, pursuant to the Redeveloper's operating agreement or partnership agreement. The

HRA acknowledges that the Redeveloper or its successor and/or assignee may assign or sell the Note for a Phase to a Lender or another party. For all assignments of a TIF Note, the HRA shall require an Investment Letter from the assignee in the form set forth in EXHIBIT H.

(b) If the Redeveloper seeks to effect a Transfer of any Phase or other part of the Redevelopment Property requiring the approval of the HRA after the issuance of the Certificate of Completion for that Phase, the HRA shall be entitled to require as conditions to such Transfer that:

(1) any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the HRA, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper as to the portion of the Redevelopment Property to be transferred; and

(2) Any proposed transferee, by instrument in writing satisfactory to the HRA and in form recordable in the public land records of the County, shall, for itself and its successors and assigns, and expressly for the benefit of the HRA, have expressly assumed all of the obligations of the Redeveloper under this Agreement as to the portion of the Redevelopment Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Redevelopment Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the HRA) deprive the HRA of any rights or remedies or controls with respect to the Redevelopment Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Redevelopment Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the HRA of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Redevelopment Property that the HRA would have had, had there been no such transfer or change. In the absence of specific written agreement by the HRA to the contrary, no such transfer or approval by the HRA thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by this Agreement or otherwise with respect to the Redevelopment Property, from any of its obligations with respect thereto.

(3) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Redevelopment Property governed by this Article VIII, shall be in a form reasonably satisfactory to the HRA.

(c) If the conditions described in paragraph (b) are satisfied then the Transfer will be approved and the Redeveloper shall be released from its obligation under this Agreement, as to

the portion of the Redevelopment Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (c) apply to all subsequent transferors, assuming compliance with the terms of this Article VIII.

Section 8.3. Release and Indemnification Covenants.

(a) The Redeveloper releases from and covenants and agrees that the HRA and its respective governing body members, officers, agents, servants and employees thereof will not be liable for and agrees to indemnify and hold harmless the HRA and its respective governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Redeveloper agrees to protect and defend the HRA and its respective governing body members, officers, agents, servants and employees (the “Indemnified Parties”) thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Minimum Improvements.

(c) Except for any negligence of the Indemnified Parties (as defined in clause (b) above), and except for any breach by the Indemnified Parties of their obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Redeveloper or its officers, agents, servants or employees or any other person who may be about the Redevelopment Property or Minimum Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the HRA contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of the HRA and not of any governing body member, officer, agent, servant or employee of the HRA in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. “Event of Default” means any one or more of the following events, after the non-defaulting party provides sixty (60) days’ written notice to the defaulting party of the event, but only if the event has not been cured within said sixty (60) days after written notice of default has been tendered or, if the event is incurable within sixty (60) days, the defaulting party does not, within the sixty (60) day period, provide assurances reasonably satisfactory to the non-defaulting party that the event will be cured as soon as reasonably possible:

- (a) Failure by the Redeveloper to acquire the Redevelopment Property in accordance with Article III of this Agreement, unless the failure is caused by an Unavoidable Delay;
- (b) Failure by the Redeveloper to seek approvals from the City and other entities necessary in order to construct the Minimum Improvements, unless the failure is caused by an Unavoidable Delay;
- (c) Failure by the Redeveloper to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay or waived by the Redeveloper and HRA;
- (d) Failure by the Redeveloper to provide and maintain any insurance required to be provided and maintained by Article V;
- (e) If the Redeveloper shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver;
- (f) Failure by the Redeveloper to reimburse the HRA for its administrative expenses associated with the processing of Redeveloper's requests, or to make the necessary escrow deposits pursuant to Section 3.4;
- (g) Sale of the Redevelopment Property or the Minimum Improvements, or any portion thereof, by the Redeveloper in violation of Article VIII of this Agreement; or
- (h) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 9.2. Remedies of Default. Whenever any Event of Default referred to in Section 9.1 hereof occurs, the non-defaulting party may exercise its rights under this Section 9.2 only if the Event of Default has not been cured within sixty (60) days of the non-defaulting party's tender of a notice of default or, if the Event of Default is incurable within sixty (60) days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured as soon as reasonably possible:

- (a) Suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement.
- (b) Cancel and rescind or terminate the Agreement.
- (c) Upon a default by the Redeveloper, the HRA may suspend payments under the Notes or terminate the Notes and the TIF District, subject to the provisions of Section 9.3 hereof.
- (d) Upon failure by Redeveloper to timely commence or complete construction of the Minimum Improvements in accordance with Section 4.3 hereof, subject to the notice and cure periods set forth herein, the HRA may terminate this Agreement; provided, however, that notwithstanding anything herein to the contrary, the HRA acknowledges and agrees that it shall

have no remedy of specific performance with regard to the Redeveloper's obligation to commence the construction of the Minimum Improvements.

(e) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Raymond James Tax Credit Fund XX L.L.C., a Florida limited liability company, its successors and/or assigns and any other investors (collectively, the "Investor Limited Partner"), the limited partner or non-managing member of the Redeveloper's respective affiliate that owns or will own title to the respective Phases of the Development Property shall have the right, but not the obligation, to cure any default of the Redeveloper hereunder and such cure shall be deemed to have been made by the Redeveloper.

The Lender with respect to each Phase shall have the right, but not the obligation, to cure any default of the Redeveloper hereunder and such cure shall be deemed to have been made by the Redeveloper.

Section 9.3. Termination or Suspension of Notes. After the HRA has issued its Certificate of Completion for each Phase of the Minimum Improvements, the HRA may exercise its rights under Section 9.2(c) hereof with respect to that Phase only for the following Events of Default:

(a) the Redeveloper fails to pay real estate taxes or assessments on that Phase of the Redevelopment Property or any part thereof when due, and the taxes or assessments have not been paid, or provision satisfactory to the HRA made for their payment, within sixty (60) days after written demand by the HRA to do so; or

(b) the Redeveloper fails to comply with the Redeveloper's obligations to operate and maintain, preserve and keep that Phase of the Minimum Improvements or cause the improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition, pursuant to Sections 4.1 and 5.1(e) hereof; provided that, upon failure to comply with the obligations under Section 4.1 or 5.1(e) hereof, if uncured after sixty (60) days' written notice to the Redeveloper of the failure, the HRA may only suspend payments under the Note for that Phase until the Redeveloper complies with said obligations. If the Redeveloper fails to comply with said obligations for a period of eighteen months, the HRA may terminate the Note with respect to that Phase; or

(c) the Redeveloper fails to comply with the affordability covenants provided in Section 4.5 hereof with respect to that Phase.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the HRA, the Redeveloper is intended to be exclusive of any other available remedy or remedies, but each and every remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or

omission to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver thereof, but any right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the HRA to exercise any remedy reserved to it, it will not be necessary to give notice, other than the notices already required in Sections 9.2 and 9.3 hereof.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, the waiver will be limited to the particular breach so waived and will not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.6. Attorney Fees. Whenever any Event of Default occurs (as determined by a final court or administrative order or Redeveloper admissions) and if the HRA shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Redeveloper under this Agreement, the Redeveloper agrees that it shall, within ten (10) days of written demand by the HRA, pay to the HRA the reasonable fees of such attorneys and such other reasonable expenses so incurred by the HRA.

Section 9.7. No Cross-Default. Notwithstanding anything to the contrary set forth in this Agreement, no Event of Default by the Redeveloper, its permitted transferees, and/or assignees for one Phase (a “Phase Redeveloper”) shall constitute an Event of Default by a Phase Redeveloper for any other Phase. No Phase Redeveloper shall be responsible for the actions or obligations of any other Phase Redeveloper. None of the obligations under this Agreement are joint and several obligations of the Phase Redevelopers, and the City or the HRA may not seek any remedies against a Phase Redeveloper whose actions did not give rise to an Event of Default. An Event of Default by a Phase Redeveloper shall not limit, impair, or revoke the rights of any other Phase Redeveloper under this Agreement or the respective Note issued or to be issued to such non-defaulting Phase Redeveloper.

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; Representatives Not Individually Liable. To the best of Redeveloper’s knowledge, no member, official, or employee of the HRA shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the HRA shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligations under the terms of this Agreement.

Section 10.2. Equal Employment Opportunity. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements

provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 10.3. Restrictions on Use. The Redeveloper agrees that through the Termination Date for each Phase it will use the Minimum Improvements in that Phase for only such uses as permitted under the City's land use regulations. Further, the Redeveloper agrees that, prior to the Maturity Date with respect to each Phase, the Redeveloper, and such successors and assigns, shall use that Phase solely for the development of multifamily housing in accordance with the terms of this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Redevelopment Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under the Agreement or any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States mail, postage prepaid, return receipt requested, or delivered personally to:

- (a) in the case of the Redeveloper: Alatus Hopkins MD LLC
IDS Center
80 South 8th Street, Suite 4155
Minneapolis, MN 55402
Attn: Robert Lux

- and with copies to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attn: John M. Stern

- (b) in the case of the City: City of Hopkins, Minnesota
1010 1st Street South
Hopkins, MN 55343
Attn: City Manager

- with a copy to: Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
Attn: Scott J. Riggs

- (c) in the case of the HRA: Housing and Redevelopment Authority in and for the City of Hopkins
1010 1st Street South
Hopkins, MN 55343
Attn: Executive Director
- (d) in the case of the Investor Member of Borrower: Raymond James Tax Credit Fund XX L.L.C.
c/o Raymond James Affordable Housing Investments, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716
Attn: Steven J. Kropf, President
- (e) With a copy to: Nixon Peabody LLP
Exchange Place
53 State Street
Boston, MA 02109
Attn: Nate Bernard, Esq.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 10.4.

Section 10.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.6. Disclaimer of Relationships. The Redeveloper acknowledges that nothing contained in this Agreement nor any act by the HRA or the Redeveloper shall be deemed or construed by the Redeveloper or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between HRA and the Redeveloper.

Section 10.7. Amendment. This Agreement may be amended only by the written agreement of the parties.

Section 10.8. Recording. The HRA intends to record this Agreement among the land records of Hennepin County, Minnesota and the Redeveloper agrees to pay for the cost of recording same.

Section 10.9. Indemnity. The Redeveloper hereby agrees that the HRA, and its governing body members, officers, agents, and employees shall not be liable for, and hereby agrees to indemnify and hold harmless the same, against any loss or claims arising under this Agreement, except for losses or claims arising out of the acts or omissions of the HRA, and its governing body members, officers, agents, and employees.

Section 10.10. Titles of Articles and Sections. Any titles of the several parts, articles, and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.11. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of Minnesota. Any dispute arising from this Agreement shall be heard in the State or federal courts of Minnesota, and all parties waive any objection to the jurisdiction thereof, whether based on convenience or otherwise.

Section 10.12. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or will be merged by reason of any deed transferring any interest in the Redevelopment Property and any deed will not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.13. Approvals. Unless otherwise specified, any approval required by the HRA or the City under this Agreement may be given by the HRA staff or City staff, and any approval by either the HRA or the City will be deemed to be the approval of both the HRA and the City. Except where this Agreement expressly provides otherwise, each part agrees not to unreasonably withhold, condition, or delay any approval or consent required of it under this Agreement.

Section 10.14. Termination. This Agreement terminates as to each Phase on the Termination Date for that Phase, except that termination of this Agreement does not terminate, limit or affect the rights of any party that arise under this Agreement before the Termination Date.

Section 10.15. Public Art. Redeveloper is obligated to expend at least \$250,000, exclusive of artwork funded via a Livable Communities Demonstration Grant, for public artwork to be placed in prominent locations on the Property, on the exterior of the Minimum Improvements as set forth in the Planned Unit Development Agreement (“PUD”) for the Property. Prior to the commission of the public artwork, the public artwork shall be approved by the City, which approval shall not be unreasonably withheld. The artwork shall be installed prior to issuance of the Certificate of Occupancy for the applicable Phase.

Section 10.16. Park Dedication. The Redeveloper will pay applicable park dedication fees to the City at the time of issuance of a building permit for any applicable Phase. The City agrees that when a building permit is pulled for any Phase, the Redeveloper’s park dedication payment (which may be required by the City in lieu of land dedication) will be calculated based on the City’s park dedication fees that are in existence as of the effective date of this Agreement and, unless otherwise agreed to by the parties in the future, said payments shall be made at the time of issuance of a building permit for the applicable Phase, as the case may be. The current park dedication fee for multiple family residential subdivisions is \$3,000 per unit while the commercial fee is an amount equal to five (5) percent of the fair market value of the commercial land as estimated by the county assessor. Park dedication fees are typically due with final plat approval.

Section 10.17. Miscellaneous.

(a) No transfer of the Redevelopment Property or this Agreement without City and HRA consent which will not be unreasonably withheld;

(b) Redeveloper will retain a management company with experience in the management of multifamily rental housing developments, subject to reasonable approval by the HRA;

(c) The City and Redeveloper have applied and received a Metropolitan Council TOD Grant of \$1,250,000. The City and Redeveloper expect to apply for Hennepin County TOD Grant funding and MN DEED Redevelopment Grant funding as well. These grants have been accounted for in the Redevelopers Proforma. Any other future grants beyond these for any future applicable Phase that are received will reduce the principal amount of the Note for the applicable Phase.

Section 10.18. Commercial Space in Phase IB – Building C and Phase ID. The intent is to create opportunities for neighborhood serving commercial space for small businesses including minority owned or operated, and locally or regionally owned or operated businesses. The HRA and Redeveloper agree to collaborate to accomplish the goal of providing up to 50% of the 17,000 square feet of Commercial Space available to these users, with a minimum requirement of 40%. The outcomes of the collaboration will be outlined in a business plan approved by City staff and the Redeveloper.

Section 10.19. PUD Agreement/Subdivision. The City and HRA and the Redeveloper have entered into a PUD Agreement and intend to enter into an amended PUD Agreement (as amended, the “PUD Agreement”) regarding the redevelopment of the Redevelopment Property, subdivision of the Redevelopment Property, planning and zoning approvals related to the Redevelopment Property, and improvements to be made by the Redeveloper to the Redevelopment Property, which such PUD Agreement is incorporated by reference into and made a part of this Agreement as if fully set forth herein.

All defined terms of the PUD Agreement shall have the same meaning in this Agreement and all other requirements of the PUD Agreement as to the Minimum Improvements and the Construction Plans shall be satisfied and adhered to by the Redeveloper as if such requirements were fully set forth in this Agreement.

Section 10.20. Rent Control Provisions. The City, HRA and Redeveloper agree that any rental units within any phase at the Redevelopment Property shall be excluded from any future adopted rent control provisions.

Section 10.21. Parking Rental. The Redeveloper intends to rent parking spaces in the underground garage to tenants in Buildings B, C, and D of the Minimum Improvements for approximately \$75 to \$150 per parking space per month initially. The Redeveloper agrees that the monthly rental rate charged for each underground parking space will be the same for all tenants of the applicable Phase within the Minimum Improvements. The Redeveloper agrees

that it will not charge rent for parking spaces in the underground garage to tenants in Building A of the Minimum Improvements.

(The remainder of this page is intentionally left blank.)

**EXHIBIT A TO
REDEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY

A portion of the property legally described below:

Lots 1, and 2, Block 1, Mile 14 On Minnehaha Creek, Hennepin County, Minnesota.

Lots 3 and 4, Block 1, Mile 14 On Minnehaha Creek, Hennepin County, Minnesota.

Lots 1 and 2, Block 2, Mile 14 On Minnehaha Creek, Hennepin County, Minnesota.

Outlot C, Mile 14 On Minnehaha Creek, Hennepin County, Minnesota.

(Torrens Property, Certificate of Title Numbers 1547004, 1547005, 1547006, 1547007,
1547008, 1547009 and 1547012)

**EXHIBIT B TO REDEVELOPMENT AGREEMENT
DEPICTION OF THE REDEVELOPMENT PROPERTY
AND MINIMUM IMPROVEMENTS**

All Depictions of the Redevelopment Property and Minimum Improvements are on file and available at City Hall.

**EXHIBIT C TO
REDEVELOPMENT AGREEMENT
PRELIMINARY PLAN DOCUMENTS**

All preliminary plan documents are on file and available at City Hall.

**EXHIBIT D TO
REDEVELOPMENT AGREEMENT**

FORM OF CERTIFICATE OF COMPLETION

WHEREAS, City of Hopkins, Minnesota, a Minnesota municipal corporation (“City”), and Housing and Redevelopment Authority in and for the City of Hopkins, corporate and politic under the laws of Minnesota (“HRA”), and Alatus Hopkins MD LLC, a Delaware limited liability company, formed under the laws of Minnesota (the “Redeveloper”), have entered into a certain Contract for Private Redevelopment (the “Agreement”) dated the ____ day of _____, 202__, and recorded in the office of the County Recorder and Registrar in Hennepin County, Minnesota, as Document No. _____, which Agreement contained certain covenants and restrictions regarding completion of the Minimum Improvements, as defined in the Agreement; and

WHEREAS, the Redeveloper has performed said covenants and conditions in a manner deemed sufficient by the HRA to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Minimum Improvements specified to be done and made by the Redeveloper has been completed and the covenants and conditions in the Agreement have been performed by the Redeveloper, and the County Recorder in Hennepin County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements and the expiration of certain obligations contained in the Agreement to the extent expressly provided for therein. Unless otherwise expressly provided in the Agreement, Redeveloper shall be deemed to have satisfied its obligations under the Agreement.

Dated: _____, 202__.

CITY OF HOPKINS, MINNESOTA:

By: _____

Its: Mayor

By: _____

Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument as acknowledged before me this ____ day of _____, 202__, by _____ and _____, the Mayor and City Manager, for the City of Hopkins, Minnesota, a Minnesota municipal corporation, respectively, on behalf of the City.

Notary Public

**HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY
OF HOPKINS:**

By: _____

Its: Chair

By: _____

Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument as acknowledged before me this ____ day of _____, 202__, by _____ and _____, the Chair and Executive Director of the Housing and Redevelopment Authority in and for the City of Hopkins, a public body corporate and politic under the laws of Minnesota, respectively, on behalf of the Housing and Redevelopment Authority.

Notary Public

**EXHIBIT E TO
CONTRACT FOR PRIVATE DEVELOPMENT**

FORM OF NOTES AND TERMS OF NOTES

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF HOPKINS**

Section 1. Form of Notes. The Notes will be in substantially the following form, with the blanks to be properly filled in and the principal amount and payment schedule adjusted as of the date of issue:

UNITED STATE OF AMERICA
STATE OF MINNESOTA
HENNEPIN COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF HOPKINS

No. R-1 \$ _____

TAXABLE TAX INCREMENT REVENUE NOTE
SERIES 202_

Rate Date
of Original Issue
_____% _____ [INSERT DATE]

Housing and Redevelopment Authority in and for the City of Hopkins (“HRA”), for value received, certifies that it is indebted and hereby promises to pay to Alatus Hopkins MD LLC, a Delaware limited liability company, or its registered assigns (the “Owner”), the principal sum of \$ _____ and to pay interest thereon at the rate of ____ percent per annum, as and to the extent set forth herein.

1. Payments. Principal and interest (“Payments”) are estimated to be paid on August 1, 20__, and each February 1 and August 1 thereafter to and including February 1, 20__ (“Payment Dates”), in the amounts and from the sources set forth in Section 3 herein. Payments will be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or any other address as the Owner may designate upon 30 days written notice to HRA. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest at the simple non-compounded rate stated herein will accrue on the unpaid principal, commencing on the date of original issue. Interest will be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from “Available Tax Increment,” which will mean, on each Payment Date, ___ percent of the Tax Increment attributable to the Redevelopment Property (defined in the Agreement) and paid to the HRA by Hennepin County in the six months preceding the Payment Date, all as the terms are defined in the Contract for Private Redevelopment between the HRA and Owner dated as of _____, 202___ (the “Agreement”). Available Tax Increment will not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default by the Owner under the Agreement. At the sole discretion of the HRA, they may provide payment on the Note from other sources.

The HRA will have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the HRA to pay the entire amount of principal or interest on this Note on any Payment Date will not constitute a default hereunder as long as the HRA pays principal and interest hereon to the extent of Available Tax Increment. The HRA will have no obligation to pay unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 20___.

4. Optional Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by HRA without premium or penalty. No partial prepayment will affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Termination. At the HRA’s option, this Note will terminate and the HRA’s obligation to make any payments under this Note will be discharged upon the occurrence of an Event of Default on the part of the Redeveloper with respect to the relevant Phase applicable to this Note [a default with respect to any other Phase will not allow the HRA to terminate payments under this Note] as defined in Section 9.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 9.2 of the Agreement.

6. Nature of Obligation. This Note is a single note in the total principal amount of \$_____ issued to aid in financing certain public redevelopment costs and administrative costs of a Redevelopment Project undertaken by the HRA pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended, and is issued pursuant to the resolution (the “Resolution”) duly adopted by the HRA on December 21, 2021, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.179, as amended. This Note is a limited obligation of the HRA which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note and the interest hereon will not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the HRA or the City of Hopkins, Minnesota. Neither the State of Minnesota, nor any political subdivision thereof will be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

7. Estimated Tax Increment Payments. Any estimates of Tax Increment prepared by the HRA or its financial advisors in connection with the TIF District or the Agreement are for the benefit of the HRA, and are not intended as representations on which the Owner may rely.

The HRA MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS NOTE.

8. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the HRA kept for that purpose at the principal office of the Executive Director of the HRA as Registrar, by the Owner hereof in person or by the Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the HRA, duly executed by the Owner. Upon the transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the HRA with respect to the transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

This Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the HRA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the HRA, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. Notwithstanding the foregoing, Owner may grant, pledge and assign to any lender, to secure full payment and performance of its obligations under the loan, all of Owner's right, title and interest in and to this Note. The HRA consents to the assignment of this Note to _____, a Minnesota nonprofit corporation without the execution of an investment letter.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the HRA according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the board of commissioners of the Housing and Redevelopment Authority in and for the City of Hopkins, has caused this Note to be executed with the manual signatures of its Chair and Executive Director, all as of the Date of Original Issue specified above.

**HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
HOPKINS**

Chair

Executive Director

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the Executive Director of the HRA, in the name of the person last listed below.

Date of Registration Registered Owner Signature of HRA Executive Director

Alatus Hopkins MD LLC, a
Delaware limited liability
company
IDS Center
80 South 8th Street, Suite 4155
Minneapolis, MN 55402
Federal Tax ID #

[End of Form of Note]

Section 2. Terms, Execution and Delivery.

2.01. Denomination, Payment. The Note will be issued as a single typewritten note numbered R 1.

The Note will be issuable only in fully registered form. Principal of and interest on the Note will be payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Principal of and interest on the Note will be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not the day is a business day.

2.03. Registration. The HRA hereby appoints the Executive Director to perform the functions of registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the HRA and the Registrar with respect thereto will be as follows:

(a) Register. The Registrar will keep at their office a bond register in which the Registrar will provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in a form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing,

the Note will not be transferred except (1) to any person other than an affiliate, or other related entity, of the Owner unless the HRA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the HRA, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws, or (2) to any lenders of the note holder's to secure full payment and performance of its obligations under a loan. The HRA consents to an assignment of the Note to _____, a Minnesota nonprofit corporation, without the execution of an investment letter. For all other assignments, the HRA shall require an investment letter from the assignee. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until the Payment Date.

(c) Cancellation. The Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the HRA.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until they are satisfied that the endorsement on the Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for their refusal, in good faith, to make transfers which they, in their judgment, deem improper or unauthorized.

(e) Persons Deemed Owners. The HRA and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Note and for all other purposes, and all the payments so made to any registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability of the HRA upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note becomes mutilated or is lost, stolen, or destroyed, the Registrar will deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the HRA and the Registrar will be named as obligees. The Note so surrendered to the Registrar will be cancelled and evidence of the cancellation will be given to the HRA. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new Note prior to payment.

2.04. Preparation and Delivery. The Note will be prepared under the direction of the Executive Director and will be executed on behalf of the HRA by the signatures of its Chair and Executive Director. In case any officer whose signature appears on the Note ceases to be the officer before the delivery of the Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Note has been so executed, it will be delivered by the HRA to the Owner following the delivery of the necessary items delineated in Section 3.3 of the Agreement.

Section 3. Security Provisions.

3.01. Pledge. The HRA hereby pledges to the payment of the principal of and interest on the Note all Available Tax Increment as defined in the Note. Available Tax Increment will be applied to payment of the principal of and interest on the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

3.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, the HRA will maintain a separate and special “Bond Fund” to be used for no purpose other than the payment of the principal of and interest on the Note. The HRA irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to the HRA’s account for the TIF District upon the payment of all principal and interest to be paid with respect to the Note.

Section 4. Certification of Proceedings.

4.01. Certification of Proceedings. The officers of the HRA are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the HRA, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of the HRA as to the facts recited therein.

EXHIBIT F

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, dated _____, 202__ (the “Declaration”), by ALATUS HOPKINS MD LLC, a Delaware limited liability company (the “Redeveloper”), is given to HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF HOPKINS, a public body corporate and politic under the laws of Minnesota (the “HRA”).

RECITALS

WHEREAS, the HRA and Redeveloper entered into that certain Contract for Private Development, dated _____, 2022, filed _____, 202__ in the Office of the County Recorder for Hennepin County as Document No. _____, and in the Office of the Registrar of Titles for Hennepin County as Document No. _____ (the “Contract”); and

WHEREAS, pursuant to the Contract, the Redeveloper is obligated to cause construction of _____ (the “Project”) on the property described in EXHIBIT A hereto (the “Redevelopment Property”), and to cause compliance with certain affordability covenants described in Section 4.5 of the Contract; and

WHEREAS, Section 4.5 of the Contract requires that the Redeveloper cause to be executed an instrument in recordable form substantially reflecting the covenants set forth in Section 4.5 of the Contract; and

WHEREAS, the Redeveloper intends, declares, and covenants that the restrictive covenants set forth herein will be and are covenants running with the Redevelopment Property for the term described herein and binding upon all subsequent owners of the Redevelopment Property for the term described herein, and are not merely personal covenants of the Redeveloper; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Contract unless otherwise defined herein.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Redeveloper agrees as follows:

1. Term of Restrictions.

(a) Occupancy and Rental Restrictions. The term of the occupancy restrictions set forth in Section 3 and the term of rent restrictions set forth in Section 4 of this Declaration will commence on the date a Certificate of Occupancy is received from the City of Hopkins, Minnesota (the “City”) for the Project. The period from commencement to termination is the “Qualified Project Period.”

(b) Termination of Declaration. This Declaration will terminate upon 30 years after the date a Certificate of Occupancy is received for the Project.

(c) Removal from Real Estate Records. Upon termination of this Declaration, the HRA will, upon request by the Redeveloper or its assigns, file any document appropriate to remove this Declaration from the real estate records of Hennepin County, Minnesota.

2. Project Restrictions.

(a) the Redeveloper represents, warrants, and covenants that:

(i) All leases of units to Qualifying Tenants (as defined in Section 3(a)(i) hereof) will contain clauses, among others, wherein each individual lessee:

(1) Certifies the accuracy of the statements made in its application and Eligibility Certification (as defined in Section 3(a)(ii) hereof); and

(2) Agrees that the family income at the time the lease is executed will be deemed substantial and material obligation of the lessee's tenancy; that the lessee will comply promptly with all requests for income and other information relevant to determining low or moderate income status from the Redeveloper or the HRA, and that the lessee's failure or refusal to comply with a request for information with respect thereto will be deemed a violation of a substantial obligation of the lessee's tenancy.

(ii) the Redeveloper will permit any duly authorized representative of the HRA to inspect the books and records of the Redeveloper pertaining to the income of Qualifying Tenants residing in the Project.

3. Occupancy Restrictions. The Redeveloper represents, warrants, and covenants that:

(a) Qualifying Tenants. From the commencement of the Qualified Project Period, ___ - percent (___%) of the rental Housing Units will be occupied (or treated as occupied as provided herein) or held vacant and available for occupancy by Qualifying Tenants. Qualifying Tenants means those persons and families who are determined from time to time by the Redeveloper to have combined adjusted income that does not exceed ___ percent (___%) or ___ percent (___%) of the Area Median Income ("AMI") for the applicable calendar year. For purposes of this definition, the occupants of a residential unit will not be deemed to be Qualifying Tenants if all the occupants of such residential unit at any time are "students," as defined in Section 151(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), not entitled to an exemption under the Code. The determination of whether an individual or family is of low or moderate income will be made at the time the tenancy commences and on an ongoing basis thereafter, determined at least annually. If during their tenancy a Qualifying Tenant's income exceeds one hundred forty percent (140%) of the maximum income qualifying as low or moderate income for a family of its size, the next available unit (determined in accordance with the Code and applicable regulations) (the "Next Available Unit Rule") must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next Available Unit Rule is violated, the Unit will not continue to be treated as a Qualifying Unit.

(b) Certification of Tenant Eligibility. As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant will be required annually to sign and deliver to the Redeveloper a Certification of Tenant Eligibility substantially in the form attached as EXHIBIT B hereto, or in any other form as may be approved by the HRA (the “Eligibility Certification”), in which the prospective Qualifying Tenant certifies as to qualifying as low or moderate income. In addition, the person will be required to provide whatever other information, documents, or certifications are deemed necessary by the HRA to substantiate the Eligibility Certification, on an ongoing annual basis, and to verify that the tenant continues to be a Qualifying Tenant within the meaning of Section 3(a) hereof. Eligibility Certifications will be maintained on file by the Redeveloper with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year.

(c) Lease. The form of lease to be utilized by the Redeveloper in renting any units in the Project to any person who is intended to be a Qualifying Tenant will provide for termination of the lease and consent by the person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by the person with respect to the Eligibility Certification.

(d) Annual Report. The Redeveloper covenants and agrees that during the term of this Declaration, it will prepare and submit to the HRA on or before January 31 of each year, a certificate substantially in the form of EXHIBIT C hereto, executed by the Redeveloper, (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants in the Project, including the percentage of the dwelling units of the Project which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of the certificate; (b) describing all transfers or other changes in ownership of the Project or any interest therein; and (c) stating, that to the best knowledge of the person executing the certificate after due inquiry, all the units were rented or available for rental on a continuous basis during the year to members of the general public and that the Redeveloper was not otherwise in default under this Declaration during the year.

(e) Notice of Non-Compliance. The Redeveloper will immediately notify the HRA if at any time during the term of this Declaration the dwelling units in the Project are not occupied or available for occupancy as required by the terms of this Declaration.

4. Rent Restrictions. For at least thirty years following the date the Project is placed in service, the rents for ___ percent (___%) of the units and ___ percent (___%) of the units in the Project must not exceed ___ percent (___%) or ___ percent (___%) of the Area Median Income for the applicable calendar year. For each unit that the Redeveloper agrees to accept Section 8 vouchers for, such unit shall be deemed to meet the rent restrictions set forth in this Section 4.

5. Transfer Restrictions. The Redeveloper covenants and agrees that the Redeveloper will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the termination of the Rental Restrictions and Occupancy Restrictions provided herein (the “Transfer”) that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the HRA, all duties and obligations of the

Redeveloper under this Declaration, including this Section 4, in the event of a subsequent Transfer by the transferee prior to expiration of the Rental Restrictions and Occupancy Restrictions provided herein (the “Assumption Agreement”). The Redeveloper will deliver the Assumption Agreement to the HRA prior to the Transfer.

6. Enforcement.

(a) The Redeveloper will permit, during normal business hours and upon reasonable notice, any duly authorized representative of the HRA to inspect any books and records of the Redeveloper regarding the Project with respect to the incomes of Qualifying Tenants.

(b) The Redeveloper will submit any other information, documents or certifications requested by the HRA which the HRA deems reasonably necessary to substantial the Redeveloper’s continuing compliance with the provisions specified in this Declaration.

(c) The Redeveloper acknowledges that the primary purpose for requiring compliance by the Redeveloper with the restrictions provided in this Declaration is to ensure compliance of the property with the housing affordability covenants set forth in Section 4.5 of the Contract, and by reason thereof, the Redeveloper, in consideration for assistance provided by the HRA under the Contract that makes possible the construction of the Minimum Improvements (as defined in the Contract) on the Redevelopment Property, hereby agrees and consents that the HRA will be entitled, for any breach of the provisions of this Declaration, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Redeveloper of its obligations under this Declaration in a state court of competent jurisdiction. The Redeveloper hereby further specifically acknowledges that the HRA cannot be adequately compensated by monetary damages in the event of any default hereunder.

(d) The Redeveloper understands and acknowledges that, in addition to any remedy set forth herein for failure to comply with the restrictions set forth in this Declaration, the HRA may exercise any remedy available to it under Article IX of the Contract.

7. Indemnification. The Redeveloper hereby indemnifies, and agrees to defend and hold harmless, the HRA from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Redeveloper to comply with the terms of this Declaration, or on account of any representation or warranty of the Redeveloper contained herein being untrue.

8. Agent of the HRA. Upon any default hereunder, after first providing the Redeveloper with a reasonable amount of time to cure such default, the HRA will have the right to appoint an agent to carry out any of its duties and obligations hereunder, and will inform the Redeveloper of any agency appointment by written notice.

9. Severability. The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Redeveloper has caused this Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

REDEVELOPER:

ALATUS HOPKINS MD LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of Alatus Hopkins MD LLC, a Delaware limited company, on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (SJR)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A TO DECLARATION OF RESTRICTIVE COVENANTS

Legal Description

[INSERT LEGAL DESCRIPTION]

EXHIBIT B TO DECLARATION OF RESTRICTIVE COVENANTS

Certification of Tenant Eligibility

(INCOME COMPUTATION AND CERTIFICATION)

Project: [Address]

Owner:

Unit Type: _____ 1 BR _____ 2 BR _____ 3 BR _____ 4 BDRM

1. I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons (including minors) who are to occupy the unit in the above apartment development for which application is made, all of whom are listed below:

Name of Members of the Household	Relationship To Head of Household	Age	Place of Employment
_____	_____	___	_____
_____	_____	___	_____
_____	_____	___	_____
_____	_____	___	_____
_____	_____	___	_____

Income Computation

2. The anticipated income of all the above persons during the 12-month period beginning this date,

(a) including all wages and salaries, overtime pay, commissions, fees, tips and bonuses before payroll deductions; net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness); interest and dividends; the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts; payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay; the maximum amount of public assistance available to the above persons; periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling; and all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; but

(b) excluding casual, sporadic or irregular gifts; amounts which are specifically for or in reimbursement of medical expenses; lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen’s compensation), capital gains and settlement for personal or property losses; amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment, but in either case only to the extent used for these types of purposes; special pay to a serviceman head of a family who is away from home and exposed to hostile fire; relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; foster child care payments; the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged for the allotments; and payments received pursuant to participation in ACTION volunteer programs, is as follows: \$ _____.

3. If any of the persons described above (or whose income or contributions was included in item 2) has any savings, bonds, equity in real property or other form of capital investment, provide:

(a) the total value of all such assets owned by all such persons: \$ _____;

(b) the amount of income expected to be derived from such assets in the 12 month period commencing this date: \$ _____; and

(c) the amount of such income which is included in income listed in item 2: \$ _____.

4. (a) Will all of the persons listed in item 1 above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

Yes _____

No _____

(b) Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?

Yes _____

No _____

THE UNDERSIGNED HEREBY CERTIFY THAT THE INFORMATION SET FORTH ABOVE IS TRUE AND CORRECT. THE UNDERSIGNED ACKNOWLEDGE THAT THE LEASE FOR THE UNIT TO BE OCCUPIED BY THE UNDERSIGNED WILL BE CANCELLED UPON 10 DAYS WRITTEN NOTICE IF ANY OF THE INFORMATION ABOVE IS NOT TRUE AND CORRECT.

Head of Household

Spouse

FOR COMPLETION BY OWNER
(OR ITS MANAGER) ONLY

1. Calculation of Eligible Tenant Income:

(a) Enter amount entered for entire household in 2 above: \$ _____

(b) If the amount entered in 3(a) above is greater than \$5,000, enter the greater of (i) the amount entered in 3(b) less the amount entered in 3(c) or (ii) 10% of the amount entered in 3(a): \$ _____

(c) TOTAL ELIGIBLE INCOME (Line 1(a) plus Line 1(b)): \$ _____

2. The amount entered in 1(c) is less than or equal to 60% of median income for the area in which the Project is located, as defined in the Declaration. 60% is necessary for status as a "Qualifying Tenant" under Section 3(a) of the Declaration.

3. Number of apartment unit assigned: _____.

4. This apartment unit was _____ was not _____ last occupied for a period of at least 31 consecutive days by persons whose aggregate anticipated annual income as certified in the above manner upon their initial occupancy of the apartment unit was less than or equal to 60% of Median Income in the area.

5. Check as applicable: _____ Applicant qualifies as a Qualifying Tenant (tenants of at least __ units must meet), or _____ Applicant otherwise qualifies to rent a unit.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS NO KNOWLEDGE OF ANY FACTS WHICH WOULD CAUSE HIM/HER TO BELIEVE THAT ANY OF THE INFORMATION PROVIDED BY THE TENANT MAY BE UNTRUE OR INCORRECT.

ALATUS HOPKINS MD LLC, a Delaware limited liability company

By: _____

Its: _____

EXHIBIT C TO DECLARATION OF RESTRICTIVE COVENANTS

Certificate of Continuing Program Compliance

Date: _____

The following information with respect to the Project located at 325 Blake Road, Hopkins, Minnesota (the "Project"), is being provided by Alatus Hopkins MD LLC, a Delaware limited liability company, formed under the laws of Minnesota (the "Owner") to the Housing and Redevelopment Authority in and for the City of Hopkins, a public body corporate and politic under the laws of Minnesota ("HRA"), pursuant to that certain Declaration of Restrictive Covenants, dated _____, 202__ (the "Declaration"), with respect to the Project:

(A) The total number of residential units which are available for occupancy is 120. The total number of these units occupied is _____.

(B) The following residential units (identified by unit number) are currently occupied by "Qualifying Tenants," as the term is defined in the Declaration (for a total of ___ units):

1 BR Units:

2 BR Units:

3 BR Units:

(C) The following residential units which are included in (B) above, have been re-designated as units for Qualifying Tenants since _____, 20___, the date on which the last "Certificate of Continuing Program Compliance" was filed with the HRA by the Owner:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Name of Tenant	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Date of Initial Occupancy	Rent
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							

(E) The Owner has obtained a “Certification of Tenant Eligibility,” in the form provided as EXHIBIT B to the Declaration, from each Tenant named in (D) above, and each such Certificate is being maintained by the Owner in its records with respect to the Project. Attached hereto is the most recent “Certification of Tenant Eligibility” for each Tenant named in (D) above who signed such a Certification since _____, 20___, the date

on which the last “Certificate of Continuing Program Compliance” was filed with the HRA by the Owner.

(F) In renting the residential units in the Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the residential units in the Project have been rented pursuant to a written lease, and the term of each lease is at least twelve (12) months.

(G) The information provided in this “Certificate of Continuing Program Compliance” is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any “Certification of Tenant Eligibility” obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

(H) The Project is in continuing compliance with the Declaration.

(I) The Owner certifies that as of the date hereof, 40% of the residential dwelling units in the Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) The rental levels for each Qualifying Tenant comply with the maximum permitted under the Declaration.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Owner,
on _____, 202__.

ALATUS HOPKINS MD LLC, a Delaware limited liability company

By: _____

Its: _____

EXHIBIT G

FORM OF MINIMUM ASSESSMENT AGREEMENT

[This Minimum Assessment Agreement shall be updated from this generic form for each Phase of the Minimum Improvements.]

THIS MINIMUM ASSESSMENT AGREEMENT, made on or as of the ____ day of _____, 2021 (the “Minimum Assessment Agreement”), is between the Housing and Redevelopment Authority in and for the City of Hopkins, a public body corporate and politic under the laws of Minnesota (the “HRA”), and Alatus Hopkins MD LLC, a Delaware limited liability company, formed under the laws of Minnesota, (the “Redeveloper”).

WITNESSETH

WHEREAS, the HRA and the Redeveloper have entered into that certain Contract for Private Development, dated _____, 202__ (the “Contract”), regarding the acquisition of property, the construction of multiple buildings containing approximately 800 multi-family units, with 688 units of apartments, and 112 senior cooperative units with affordable levels within each building; construction of 33 for sale town homes, 8,000 sq. ft. of ground floor retail, 1,000 sq. ft. sky lounge and two (2) 4,500 sq. ft. standalone restaurant pads (the “Minimum Improvements”), affordable to households as set forth in the Contract, to be constructed on property legally described in Exhibit A (the “Redevelopment Property”); and

WHEREAS, the HRA and the Redeveloper desire to establish a minimum market value for the Redevelopment Property and the Minimum Improvements to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, subdivision 8; and

WHEREAS, the HRA and the County Assessor (the “Assessor”) have reviewed the preliminary plans and specifications for the Minimum Improvements and have inspected such improvements;

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined have the definition given such terms in the Contract.

2. The minimum market value which shall be assessed for ad valorem tax purposes for the Redevelopment Property, together with the Minimum Improvements constructed thereon, shall be \$ _____ or such lesser amount as established by the applicable assessing agency as of January 2, 20 __, notwithstanding the progress of construction by such date, until January 2, 20 __.

3. The minimum market value which shall be assessed for ad valorem tax purposes for the Redevelopment Property, together with the Minimum Improvements constructed thereon, shall be \$ _____ or such lesser amount as established by the applicable assessing agency as of

January 2, 20__, notwithstanding the progress of construction by such date, and as of each January 2 thereafter until termination of this Minimum Assessment Agreement under Section 4 hereof.

4. The minimum market value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the earlier of (i) date the principal of and interest on the Tax Increment Revenue Note delivered to the Redeveloper by the HRA pursuant to the terms of Contract is paid in full; or (ii) the date the Tax Increment Financing District No. 1-6 established by the HRA and the City of Hopkins, Minnesota is decertified. The HRA shall execute a certificate or affidavit upon the occurrence of a termination event referred to in this Section 4 indicating that this Minimum Assessment Agreement has terminated and shall supply such certificate to the Redeveloper for recording.

5. This Minimum Assessment Agreement shall be promptly recorded by the HRA. The Redeveloper shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, nor shall they be construed as, modifying the terms of the Contract.

7. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

8. Each of the parties has authority to enter into this Minimum Assessment Agreement and to take all actions required of it, and has taken all actions necessary to authorize the execution and delivery of this Minimum Assessment Agreement.

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

10. The parties hereto agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements, amendments and modifications hereto, and such further instruments as may reasonably be required for correcting any inadequate, or incorrect, or amended description of the Redevelopment Property or the Minimum Improvements or for carrying out the expressed intention of this Minimum Assessment Agreement.

11. This Minimum Assessment Agreement may not be amended nor any of its terms modified except by a writing authorized and executed by all parties hereto.

12. This Minimum Assessment Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. This Minimum Assessment Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

(The remainder of this page is intentionally left blank.)

REDEVELOPER:

ALATUS HOPKINS MD LLC, a Delaware limited liability company

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of Alatus Hopkins MD LLC, a Delaware limited company, on behalf of the company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION]

**EXHIBIT H TO
REDEVELOPMENT AGREEMENT
FORM OF INVESTMENT LETTER**

To Housing and Redevelopment Authority in and for the City of Hopkins (“HRA”)
Attention: Executive Director

Dated: _____, 202__

Re: \$_____ Tax Increment Revenue Note (Alatus Hopkins MD LLC TIF Project No. 1-6) -
325 Blake

The undersigned, as Purchaser of \$_____ in principal amount of the above-captioned Tax Increment Revenue Note (the “Note”), approved by the Board of Commissioners of the Housing and Redevelopment Authority in and for the City of Hopkins on _____, 202__, hereby represents to you and to Kennedy & Graven, Chartered, Minneapolis, Minnesota, as legal counsel to the HRA, as follows:

1. **[For First Purchaser** - We understand and acknowledge that the Note is delivered to the Purchaser on this date pursuant to the Contract for Private Redevelopment by and between the HRA and the Purchaser dated September 1, 2022 (the “Agreement”)] **[For All Subsequent Owners of Note** – We acknowledge receipt of the Tax Increment Revenue Note (Alatus Hopkins MD LLC TIF Project No. 1-6) - 325 Blake, in the principal amount of \$_____].

2. The Note is payable as to principal and interest solely from Available Tax Increment pledged to the Note, as defined therein.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above-stated principal amount of the Note.

4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering document or disclosure containing material information with respect to the HRA and the Note has been issued or prepared by the HRA, and that, in due diligence, we have made our own inquiry and analysis with respect to the HRA, the Note and the security therefor, and other material factors affecting the security and payment of the Note.

5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the HRA, the Note and the security therefor, and that as reasonable investors we have been able to make our decision to purchase the above-stated principal amount of the Note.

6. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, or under federal securities laws or regulations, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

7. We acknowledge that the HRA and Kennedy & Graven, Chartered, as legal counsel to the HRA, have not made any representations or warranties as to the status of interest on the Note for the purpose of federal or state income taxation.

8. We represent to you that we are purchasing the Note for our own account and not for resale or other distribution thereof, except to the extent otherwise provided in the Note or as otherwise approved in writing by the HRA.

9. All capitalized terms used herein have the meaning provided in the Agreement unless the context clearly requires otherwise.

10. The Purchaser’s federal tax identification number is _____

11. We acknowledge receipt of the Note on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Investment Letter as of the date and year first written above.

REDEVELOPER:
ALATUS HOPKINS MD LLC, a Delaware limited company

By: _____

Its: _____
Chief Manager

EXHIBIT I

TOTAL DEVELOPMENT COSTS

Total Development Costs - Bldg A			
	Amount	% of Cost	Per Unit
ACQUISITION COSTS	1,000,000	2.7%	Per Unit
Land Cost	1,000,000	2.7%	8,621
CONSTRUCTION COSTS	26,972,400	71.6%	232,521
Residential Building	23,196,066	61.6%	199,966
General Requirements	872,177	2.3%	7,519
Builder's Overhead	872,177	2.3%	7,519
Builder's Profit	747,580	2.0%	6,445
Construction Contingency	1,284,400	5.0%	11,072
PERMITS/FEEES	665,260	1.8%	5,735
Park Dedication	348,000	0.9%	3,000
Local SAC/WAC Connection Fees	29,000	0.1%	250
Met Council Sewer Access Connection	288,260	0.8%	2,485
PROFESSIONAL SERVICES	1,686,050	4.5%	14,535
Appraisals	25,000	0.1%	216
Architectural & Engineering Fees	978,750	2.6%	8,438
Architectural Reimbursements	30,000	0.1%	259
Consultants	30,000	0.1%	259
Cost Certification/Audit	20,000	0.1%	172
Environmental Assessment Consultant	4,000	0.0%	34
FF&E	182,000	0.5%	1,569
Legal - Development	200,000	0.5%	1,724
Marketing/Leasing	7,800	0.0%	67
Owner's Representative	46,500	0.1%	401
Interior Design	47,500	0.1%	409
Soils Consultant	15,000	0.0%	129
Survey	7,500	0.0%	65
Sustainability & HERS Rater modeling	35,000	0.1%	302
Acoustics	17,000	0.0%	147
Landscape Architecture	40,000	0.1%	345
FINANCING COSTS	2,780,679	7.4%	23,971
Bond - Counsel	50,000	0.1%	431
Bond - Issuance Fee	267,077	0.7%	2,302
Bond - Trustee	12,000	0.0%	103
Construction Period Interest	1,202,991	3.2%	10,371
Insurance - Builder's Risk	256,880	0.7%	2,214
Lender Legal	25,000	0.1%	216
Loan Origination Fees	394,600	1.0%	3,402
Other Fee (e.g. MHFA, HUD, and FHA Fees)	11,000	0.0%	95
Construction Monitoring Fee	28,000	0.1%	241
Real Estate Taxes During Construction	75,938	0.2%	655
Tax Credit & Compliance Fees	190,666	0.5%	1,644
Financing Applications	25,000	0.1%	216
Closing Costs	241,527	0.6%	2,082
DEVELOPER FEE	3,444,502	9.1%	29,694
Developer Fee	3,444,502	9.1%	29,694
CASH ACCOUNTS/ESCROWS/RESERVES	1,121,120	3.0%	9,665
Debt Service Reserves	493,000	1.3%	4,250
Management Startup/Leasing	300,920	0.8%	2,594
Operating Reserves	327,200	0.9%	2,821
	37,670,011		324,741

Total Development Costs - Bldg C			
	Amount	% of Cost	Per Unit
ACQUISITION COSTS	5,473,776	3.4%	13,858
Land Cost	5,399,418	3.3%	13,669
Closing Costs	74,358	0.0%	188
CONSTRUCTION COSTS	125,283,123	77.4%	317,172
Residential Building	119,204,962	73.7%	301,785
Commercial - Building	1,048,300	0.6%	2,654
Parking Technology Equipment	250,000	0.2%	633
Low Voltage	592,500	0.4%	1,500
Construction Consultant	50,000	0.0%	127
Construction Contingency	3,686,751	3.0%	9,334
Solar	450,610	0.3%	1,141
ENVIRONMENTAL ABATEMENT/SOIL CORRECTION	2,450,000	1.5%	6,203
Soil Remediation Work	2,450,000	1.5%	6,203
PERMITS/FEES	3,158,266	2.0%	7,996
Park Dedication	1,185,000	0.7%	3,000
Permits/Inspection	923,051	0.6%	2,337
Local SAC/WAC Connection Fees	1,200	0.0%	3
Met Council Sewer Access Connection	991,515	0.6%	2,510
MPCA Fees	7,500	0.0%	19
City Fees, City Approvals	50,000	0.0%	127
PROFESSIONAL SERVICES	8,270,533	5.1%	20,938
Accounting	98,750	0.1%	250
Architectural & Engineering Fees	2,968,100	1.8%	7,514
Construction Testing	399,398	0.2%	1,011
Design Consultants	69,000	0.0%	175
LEED Consultant	175,000	0.1%	443
Environmental Assessment Consultant	208,500	0.1%	528
FF&E	2,540,000	1.6%	6,430
Legal - Development	375,000	0.2%	949
Market Research	20,000	0.0%	51
Construction Management	296,250	0.2%	750
Soft Cost Contingency	750,000	0.5%	1,899
Survey	26,500	0.0%	67
Commercial Commissions	39,035	0.0%	99
Traffic Study	5,000	0.0%	13
Other	300,000	0.2%	759
FINANCING COSTS	5,320,861	3.3%	13,471
Construction Period Interest	2,859,193	1.8%	7,238
Inspections - Lenders	65,000	0.0%	165
Insurance - Builder's Risk	250,000	0.2%	633
Insurance - Hazard/Liability	59,250	0.0%	150
Loan Origination Fees	669,273	0.4%	1,694
Closing Costs	273,258	0.2%	692
Real Estate Taxes During Construction	244,584	0.2%	619
Title & Recording	7,500	0.0%	19
Placement Fee - Equity/Debt	842,803	0.5%	2,134
Reimbursement - all vendors/consultants	50,000	0.0%	127
DEVELOPER FEE	5,645,700	3.5%	14,293
Developer Fee	5,645,700	3.5%	14,293
CASH ACCOUNTS/ESCROWS/RESERVES	6,178,649	3.8%	15,642
Interest Reserves	759,213	0.5%	1,922
Management Startup/Leasing	930,000	0.6%	2,354
Operating Reserves	252,277	0.2%	639
Owner Contingence	4,237,159	2.7%	10,889
TOTAL USES	161,780,908	100%	409,572

Total Development Costs - Bldg D			
	Amount	% of Cost	Per Unit
ACQUISITION COSTS	2,316,419	3.9%	12,387
Land Cost	2,252,760	3.8%	12,047
Closing Costs	63,659	0.1%	340
CONSTRUCTION COSTS	46,002,109	77.0%	246,001
Residential Building	42,398,417	71.0%	226,730
Parking Technology Equipment	250,000	0.4%	1,337
Low Voltage	280,500	0.5%	1,500
Construction Contingency	2,622,582	6.1%	14,025
Solar	450,610	0.8%	2,410
ENVIRONMENTAL ABATEMENT/SOIL CORRECTION	250,000	0.4%	1,337
Soil Remediation Work	250,000	0.4%	1,337
PERMITS/FEES	1,045,059	1.7%	5,589
Park Dedication	190,500	0.3%	1,019
Permits/Inspection	331,164	0.6%	1,771
Local SAC/WAC Connection Fees	1,200	0.0%	6
Met Council Sewer Access Connection	472,195	0.8%	2,525
Other	50,000	0.1%	267
PROFESSIONAL SERVICES	4,451,113	7.4%	23,803
Architectural & Engineering Fees	1,417,500	2.4%	7,580
Construction Testing	284,113	0.5%	1,519
Design Consultants	75,000	0.1%	401
Other Consultants	125,000	0.2%	668
Environmental Assessment Consultant	208,500	0.3%	1,115
FF&E	467,500	0.8%	2,500
Legal - Development	375,000	0.6%	2,005
Market Research	25,000	0.0%	134
Marketing/Leasing	722,000	1.2%	3,861
Soft Cost Contingency	500,000	0.8%	2,674
Survey	26,500	0.0%	142
Commercial Commission	175,000	0.3%	936
Other	50,000	0.1%	267
FINANCING COSTS	3,123,660	5.2%	16,704
Construction Period Interest	1,712,266	2.9%	9,157
Inspections - Lenders	55,000	0.1%	294
Insurance - Builder's Risk	250,000	0.4%	1,337
Insurance - Hazard/Liability	28,050	0.0%	150
Loan Origination Fees	477,980	0.8%	2,556
Closing costs	139,325	0.2%	745
Real Estate Taxes During Construction	133,405	0.2%	713
Title & Recording	7,500	0.0%	40
Placement Fee - Equity	320,134	0.5%	1,712
DEVELOPER FEE	2,447,750	4.1%	13,090
Developer Fee	2,447,750	4.1%	13,090
CASH ACCOUNTS/ESCROWS/RESERVES	113,060	0.2%	605
Operating Reserves	113,060	0.2%	604.60
	59,749,170	100%	319,514

EXHIBIT J SAMPLE LOCKBACK CALCULATION



325 Blake Rd - Building C
City of Hopkins
 386 Market Rate Apartments; 10,843 (sf) Commercial Space
Exhibit J - Sample Lockback Calculation

	Schedule														
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Income	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Rental Income															
Gross Potential Rent	10,395,530	10,455,418	10,521,803	11,457,893	12,041,288	12,643,352	13,275,520	13,935,296	14,636,261	15,368,074	16,136,478	16,943,301	17,790,457	18,679,990	19,613,989
Less: 5.0% Stabilized Vacancy	(519,776)	(532,771)	(546,090)	(573,395)	(602,094)	(632,168)	(663,776)	(696,965)	(731,813)	(768,404)	(806,824)	(847,165)	(889,523)	(933,999)	(980,699)
Less: Additional Pre-stabilization Vacancy	(6,036,672)	(428,289)													
Total Rental Income	3,839,082	8,898,358	10,376,713	10,884,498	11,439,224	12,011,186	12,611,744	13,242,331	13,904,448	14,608,670	15,328,664	16,068,138	16,800,943	17,746,990	18,833,290
Other Residential Income															
Underground Parking - 1st Stall	747,083	765,669	784,811	804,431	824,542	845,156	866,284	887,942	910,140	932,894	956,216	980,121	1,004,624	1,029,740	1,055,483
Underground Parking - 2nd Stall	456,761	468,124	479,827	491,823	504,119	516,722	529,640	542,881	556,453	570,364	584,623	599,239	614,220	629,575	645,315
Storage Income	63,045	64,613	66,229	67,884	69,582	71,321	73,104	74,932	76,805	78,725	80,693	82,711	84,778	86,898	89,070
CAM/RE Tax Reimbursements	135,538	164,271	168,378	172,987	178,002	183,524	189,558	195,004	199,267	200,148	205,162	210,281	215,538	220,926	226,449
Guest Guites & Solar Net Metering	66,555	127,812	131,646	135,596	139,664	143,854	148,169	152,614	157,193	161,908	166,766	171,769	176,922	182,229	187,696
Miscellaneous	960,565	1,236,672	1,273,772	1,311,985	1,351,345	1,391,885	1,433,642	1,476,651	1,520,951	1,566,579	1,613,576	1,661,984	1,711,843	1,763,199	1,816,095
Less: Vacancy	(109,797)	(125,139)	(128,576)	(132,109)	(135,740)	(139,471)	(143,306)	(147,247)	(151,297)	(155,460)	(159,738)	(164,135)	(168,654)	(173,298)	(178,071)
Less: Additional Pre-stabilization Vacancy	(1,171,100)	(84,045)	(871,662)												
Total Other Residential Income	1,148,860	2,637,878	2,104,446	2,862,198	2,830,413	3,010,790	3,093,391	3,178,278	3,266,610	3,366,158	3,447,238	3,641,898	3,639,271	3,739,269	3,842,937
Net Residential Income (NRI)	4,887,932	12,334,338	12,480,168	13,746,697	14,369,637	15,021,976	15,705,136	16,420,609	17,169,968	17,864,829	18,778,942	19,838,106	20,640,216	21,486,269	22,476,327
Commercial Income	103,009	124,845	125,094	129,247	132,478	135,790	139,185	142,664	145,231	149,887	153,634	157,475	161,412	165,447	169,583
Net Commercial Income	103,009	124,845	125,094	129,247	132,478	135,790	139,185	142,664	145,231	149,887	153,634	157,475	161,412	165,447	169,583
Effective Gross Income (EGI)	5,090,941	12,459,183	12,605,262	13,875,944	14,602,116	15,167,766	15,844,320	16,663,272	17,318,188	18,104,718	18,930,678	19,786,680	20,701,628	21,660,708	22,644,910
Expenses															
Rental Unit Expenses															
Operating Expenses	1,676,705	2,062,347	2,113,906	2,166,793	2,220,922	2,276,445	2,333,356	2,391,690	2,451,482	2,512,770	2,575,589	2,639,979	2,705,978	2,773,627	2,842,968
Management Fee: 2.4% of EGI	263,411	323,995	332,095	346,099	362,553	379,944	398,108	416,082	432,905	450,619	472,254	494,890	517,541	541,268	566,133
Property Taxes	1,829,150	2,199,353	2,254,337	2,310,695	2,368,463	2,427,674	2,488,366	2,550,575	2,614,340	2,679,598	2,746,691	2,815,358	2,885,742	2,957,885	3,031,832
Reserves: \$250 PUPY	86,458	106,343	109,002	109,002	109,002	109,002	109,002	109,002	109,002	109,002	109,002	109,002	109,002	109,002	109,002
Total Rental Unit Expenses	3,866,724	4,892,038	4,809,339	4,933,589	5,000,939	5,192,086	5,328,932	5,486,348	5,607,728	5,764,987	5,904,646	6,068,227	6,218,282	6,381,782	6,548,926
Total Expenses	3,866,724	4,892,038	4,809,339	4,933,589	5,000,939	5,192,086	5,328,932	5,486,348	5,607,728	5,764,987	5,904,646	6,068,227	6,218,282	6,381,782	6,548,926
NET OPERATING INCOME	1,435,917	7,767,144	7,795,923	8,942,355	9,441,176	9,975,680	10,515,388	11,097,923	11,708,461	12,309,831	12,906,031	13,738,353	14,494,334	15,288,924	16,096,984
Tax Incremental Financing Revenue	525,850	1,144,210	1,613,516	1,843,910	1,945,052	1,974,429	1,942,844	1,762,800	1,500,000	1,200,000	1,000,000	700,000	568,750	0	0
ADJUSTED NET OPERATING INCOME	1,780,888	8,661,354	9,409,439	10,786,265	11,386,228	11,950,109	12,558,232	12,787,923	13,208,461	13,609,831	14,028,031	14,438,353	14,842,114	15,288,924	16,096,984
Debt Service															
Debt A: First Mortgage	3,267,368	3,930,842	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165	5,378,165
Total Debt Service	3,267,368	3,930,842	5,378,165												
Debt Coverage	54%	228%	175%	197%	207%	218%	229%	238%	246%	219%	200%	206%	211%	217%	229%
Debt Coverage w/o Tax Increment Financing	44%	198%	145%	166%	176%	185%	196%	206%	218%	199%	186%	196%	206%	217%	229%
NET CASH FLOW	(1,608,472)	6,030,612	4,031,274	5,218,100	6,768,063	6,571,944	6,820,187	7,418,758	7,830,296	7,860,666	7,004,141	7,414,483	7,820,224	8,247,034	8,073,095
Working Capital Reserve Draw	(1,608,472)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET CASH FLOW AVAILABLE FOR DISTRIBUTION	0	6,030,612	4,031,274	5,218,100	6,768,063	6,571,944	6,820,187	7,418,758	7,830,296	7,860,666	7,004,141	7,414,483	7,820,224	8,247,034	8,073,095
Returns Analysis															
Total Development Costs	\$181,780,808														
Cash on Cost Annual Return	1.1%	5.5%	5.8%	6.5%	6.9%	7.2%	7.6%	7.9%	8.2%	8.4%	8.7%	8.9%	9.2%	9.4%	9.9%
Cash on Cost Annual Return (w/o TIF assistance)	0.9%	4.8%	4.8%	5.5%	5.8%	6.2%	6.5%	6.9%	7.2%	7.6%	8.1%	8.5%	9.0%	9.4%	9.9%
Cash on Cost Average Annual Return	1.1%	3.5%	4.1%	4.7%	5.2%	5.6%	5.8%	6.1%	6.3%	6.6%	6.7%	6.9%	7.1%	7.2%	7.4%

TIF Lockback Calculations	
Original # of Years of TIF	15
Year TIF Not needed to meet average 7% COC	13
Principal Amount of Original TIF Note	\$ 16,095,000
PV of TIF in Year 13 based upon original TIF run	\$ 14,295,000
Difference	\$ 1,800,000
Principal Amount of Original TIF Note	\$ 16,095,000
Reduction Amount	\$ (1,800,000)
New Principal Amount of TIF Note	\$ 14,295,000

Note: TIF Run Atlasus 6-22-22 - Mid Rise - Bldg C is the TIF run used to size the original note and the one to be used to determine new note sizing, if any

MEMORANDUM

TO: Mike Mornson – City Manager
FROM: Stacie Kvilvang - Ehlers
DATE: November 15, 2023
SUBJECT: City Bonding for Public Parking and Infrastructure – 325 Blake

Alatus has been working with capital equity partners and lenders to move forward construction of Building D (Mixed-income) and Building C (Mid Rise). Due to the current interest rate environment, construction costs and limited capital investors, financing multi-family projects anywhere in the metropolitan area has become increasingly difficult and thus many projects have been put on hold or retracted all together.

Alatus approached the City to see if they would consider issuing general obligations bonds to provide the capital needed to pay for public costs associated with the development. The bonds would be 100% assessed to the property and be the responsibility of Alatus as the property owner to repay. Specifically, the bond proceeds would be used to pay for the public parking element being constructed as part of Building D (to serve the retail planned for site E, overflow parking for any other buildings constructed and for general public use of the amenities in the area) totaling approximately \$6 million and the remaining roads, utilities, sidewalks for the overall development, totaling of approximately \$7 million. This would benefit the project and likely be the only way for the project to move forward in 2024 by:

1. Providing capital to the project at a rate lower than private lenders (+-5% vs. 7.75% to 8.75%)
2. Reducing the amount needed in private financing from lenders at the higher interest rate, thus reducing overall debt service payments, and
3. Reduce the capital needed from the equity investors who require a higher return

In 2021, the City approved providing up to \$31.7 million in pay-as-you-go (PAYGO) TIF to the overall development. In order to make the debt service on the bonds for the parking ramp tie to the annual TIF payment, this would require the bonds and the PAYGO TIF note to be issued for 20 years vs. the 15 years as originally anticipated. Infrastructure bonds for street construction would be issued with a 15-year term. Issuing the bonds and providing 20 years of TIF on Building D versus 15, will not increase the overall assistance approved to be provided to the development of up to \$31.7 million (infrastructure and ramp bonds are loans vs. subsidies since they are repaid by the development).

The City has in the past issued bonds for private development to pay for public infrastructure and/or public redevelopment costs including the Super Valu campus (both roads and parking ramps) and the City's annual road reconstruction projects. We view the issuance of these bonds to be low risk since they are assessed to the property, just like annual road reconstruction projects.

We have discussed these options with the City Attorney and Bond Counsel and are comfortable that if the Council is agreeable to proceed, we can structure the bonds and their repayment to be low to no risk for the City. In addition, we will continue to work with Alatus on refining the cost allocable to the various elements to assure we issue the least amount of debt.

Please contact me at 651-697-8506 with any questions.