# HOPKINS CITY COUNCIL
# AGENDA
# Tuesday, April 5, 2022
# 7:00 pm

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

**Schedule** HRA Meeting, 7 p.m. – City Council Meeting immediately following HRA Meeting

## I. CALL TO ORDER

## II. ADOPT AGENDA

## III. PRESENTATIONS

## IV. CONSENT AGENDA

1. Minutes of the March 15, 2022 City Council Meeting Proceedings
2. Resolution Approving an Off Sale Intoxicating Liquor License for Paul's Wine and Spirits, LLC dba Paul's Wine and Spirits; Domeier
3. Resolutions Supporting Legislative Initiatives; Mornson
4. Approval of 2021-2023 Union Contract with LELS Local #143 Public Service Officers; Lenz
5. Approval of 2021-2023 Union Contract with LELS Local 171 Sergeants; Lenz
6. Request for Proposals – 102 10th Avenue North; Elverum
7. Ratify Checks Issued in March 2022; Bishop

## V. PUBLIC HEARING

## VI. OLD BUSINESS

## VII. NEW BUSINESS

1. Award the Sale of $7,800,000 General Obligations Bonds, Series 2022A; Bishop
2. Blake Road Station Site Plan Review for Site B; Lindahl
3. Agreement to Enter into a Micromobility Sharing Services with Bird Rides, Inc.; Imihy Bean
4. Approval of a Contract for Design Services for a Park System Master Plan with Confluence; Imihy Bean
5. Resolution Authorizing Spending of American Rescue Plan Act (ARPA) Funds; Bishop

## VIII. PUBLIC COMMENT

## IX. ANNOUNCEMENTS

- Next City Council Work Session: Tuesday, April 12 at 6:30 p.m.
- Next City Council Regular Meeting: Tuesday, April 19 at 7 p.m.

## X. ADJOURN

**HOPKINS CITY COUNCIL**
**REGULAR MEETING PROCEEDINGS**
**MARCH 15, 2022**

## CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, March 15, 2022 at 7:00 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Beck and Garrido attending. Council Members Balan and Hunke was absent. Others attending included City Manager Mornson, City Clerk Domeier, Public Works Director Stanley, Director of Planning and Development Elverum, Finance Director Bishop, City Engineer Klingbeil, Community Development Coordinator Youngquist, Management Analyst Imihy Bean and City Attorney Riggs.

## ADOPT AGENDA

Mayor Hanlon provided two updates to the Agenda: Under Presentations, the addition of the Community Image Awards; and under the Consent Agenda, the addition of a Resolution authorizing the application to the MPCA to Host a GreenCorps Member for the 2022-2023 Program Year.

**Motion** by Beck. **Second** by Garrido.

**Motion** to Adopt the Agenda as Amended.

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

## PRESENTATIONS

### III.1. Community Image Awards; Elverum

Atelier Academy of Beauty won a Community Image Award last year and the owner, William Anderson, was unable to attend the original meeting. Mr. Anderson was in attendance to accept the award. Mayor Hanlon thanked Mr. Anderson for his investment in Mainstreet Hopkins.

### III.2. Update from Hennepin County Commissioner Chris LaTondresse; Hanlon

Hennepin County Commissioner Chris LaTondresse provided an update to the City Council. Council Member Beck shared his request for additional funding including a parking structure instead of surface parking at the Shady Oak Station. Mayor Hanlon asked for resources available for public safety and mental health initiatives.

## CONSENT AGENDA

**Motion** by Garrido. **Second** by Beck.

**Motion** to Approve the Consent Agenda.

1. Minutes of the March 1, 2022 City Council Meeting Proceedings
2. Minutes of the March 8, 2022 City Council Work Session Proceedings
3. Approval of Temporary Liquor License for Hopkins Elks Lodge #2221; Domeier
4. Resolution Establishing Precinct Boundaries and Polling Places; Domeier

5. Resolution Approving Special Assessment for Tree Removal on Private Property; Bishop
6. Resolution Authorizing the execution of a permanent easement agreement and a second amendment to temporary easement agreement to accommodate the SWLRT Green Line Extension; Stanley
7. Resolution authorizing the application to the MPCA to Host a GreenCorps Member for the 2022-2023 Program Year; Imihy Bean

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

**NEW BUSINESS**

**VII.1. Resolution Approving a Brew Pub Off-Sale License and an On-Sale Intoxicating Liquor License with Sunday Sales for Bear Cave Brewing, LLC; Domeier**

City Clerk Domeier summarized Council Report 2022-024. Jillian Link submitted an application for a brew pub off-sale license and an on-sale intoxicating liquor license with Sunday sales at Bear Cave Brewing, a new brew pub and restaurant to be located at 1201 Mainstreet. The licensed premise includes the interior space, rooftop patio and plaza area.

Ms. Link and her team shared more about their business, including the self-serve tap system, menu and beer options and unique payment system. Mayor Hanlon thank Ms. Link for her investment in Hopkins Mainstreet. The City Council shared their excitement for the new brewery in Hopkins.

**Motion** by Garrido. **Second** by beck.

> **Motion** to adopt Resolution 2022-019 Approving a Brew Pub Off-Sale License and an On-Sale Intoxicating Liquor License with Sunday Sales for Bear Cave Brewing, LLC.
>
> **Ayes: Beck, Garrido, Hanlon**
> **Nays: None. Absent: Balan, Hunke. Motion carried.**

**VII.2. Accept Bids and Award of Contract – 2022 Trunk Watermain Rehabilitation, City Project 2021-05; Klingbeil**

City Engineer Klingbeil summarized Council Report 2022-025. The bid opening for the 2022 Trunk Watermain Rehabilitation was held on March 4, 2022. This project involves rehabilitation of the trunk watermain system in the area of the Water Treatment Plant and several watermain crossings of TH 7.

**Motion** by Beck. **Second** by Garrido.

> **Motion** to adopt Resolution 2022-021 Accepting Bid 2022 Truck Watermain Rehabilitation City Project 2021-05.

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

**Motion** by Beck. **Second** by Garrido.

**Motion** to adopt Resolution 2022-022 for Award of Contract 2022 Trunk Watermain Rehabilitation City Project 2021-05.

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

**VII.3. Request for Proposals – 102 10th Avenue North; Elverum**

Director of Planning and Development Elverum summarized Council Report 2022-028. The City owns the property at 102 10th Avenue North, currently used as a municipal parking lot. It serves as free parking for employees and customers of downtown Hopkins and recently as a temporary park and ride location for Metro Transit. The lot is underutilized for parking and at the January 7, 2022, goal setting session of the Council, support was shown for soliciting proposals for a development on this site. Additional discussion was held at the February 15, 2022 City Council Meeting, which gave further direction for the desired development.

Council Member Garrido wanted to consider the resident feedback regarding affordability and include it in the RFP. Council Member Beck questioned the two and a half stories for residential and only two stories for commercial. He wondered if there should be a height requirement for the stories. Ms. Elverum clarified the difference in building stories. Mr. Beck supported keeping building story heights the same. He shared emails about affordable ownership options and noted it may be worth adding to the RFP. Mayor Hanlon supported keeping the commercial and residential height the same and affordable ownership opportunities.

Ms. Elverum clarified the changes including the language to grow the tax base, include affordable housing in the vision, explore cooperative land trusts and use the story height requirements in the code. She also shared the list of contacts and planned to reach out to organizations that support developers of color.

City Attorney Riggs stated that his team was still completing the title work. The RFP will be added to the April 5 Consent Agenda for consideration.

**VII.4. Fourth Quarter Financial Update; Bishop**

Finance Director Bishop provided the fourth quarter financial report red based on preliminary and unaudited results.

Council Member Beck was impressed about the Arts Center funds. He encouraged moving funds into the Pavilion fund and having the partners contribute to the Depot fund balance. Mayor Hanlon was also impressed with the Arts Center funds. He questioned

the use of the surplus funds and requested a future discussion. Mr. Beck requested that the discussion include the benefits of carrying the higher fund balance.

**ANNOUNCEMENTS**

Mayor Hanlon provided the upcoming meeting schedule.

**ADJOURNMENT**

There being no further business to come before the City Council and upon a motion by Garrido, second by Beck, the meeting was unanimously adjourned at 8:20 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

_____
Patrick Hanlon, Mayor

_____
Amy Domeier, City Clerk

April 5, 2022 Council Report 2022-034

**Resolution Approving an Off Sale Intoxicating Liquor License for Paul's Wine and Spirits, LLC dba Paul's Wine and Spirits**

## Proposed Action

Staff recommends adoption of the following motion: Move to grant a Tobacco License along with an Off Sale Intoxicating Liquor License to Paul's Wine and Spirits, LLC dba Paul's Wine and Spirits by adopting Resolution 2022-029.

## Overview

The City Council will consider the application from Ravinder Singh on behalf of Paul's Wine and Spirits, LLC. The application is for off sale intoxicating liquor sales for Paul's Wine and Spirits to be located in the former Liquor Store and More location at 808 Mainstreet. The applicant is also requesting a tobacco license.

The Police Department reviewed the application for the liquor license request and conducted a background investigation. The Police Department has no reservations in approving the license based upon the results of the investigation. As a liquor license holder, representatives will be required to attend liquor control training and will be subject to alcohol compliance checks.

Upon City Council approval of the liquor license request, the State application will be sent to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, for certification. The liquor licenses will expire on June 30, 2022.

## Supporting Information

- Resolution 2022-029
- The complete application is on file in the City Clerk's office.

Amy Domeier, City Clerk

Financial Impact: _____ Budgeted: Y/N _N_ Source: _____
Related Documents (CIP, ERP, etc.): _____
Notes:

**CITY OF HOPKINS**
**HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-029**

**APPROVING AN OFF SALE INTOXICATING LIQUOR LICENSE TO PAUL'S WINE AND SPIRITS, LLC DBA PAUL'S WINE AND SPIRITS**

**WHEREAS,** the City Council, pursuant to City Code Chapter 4, reviewed the application on January 5, 2021, with respect to the issuance of an Off Sale Intoxicating Liquor License to Paul's Wine and Spirits, LLC dba Paul's Wine and Spirits, for its premise located at 808 Mainstreet, Hopkins; and

**WHEREAS**, the Hopkins Police Department has reviewed the application as it is on file with the City Clerk and has no reservations about the licensers being issued.

**NOW, THEREFORE BE IT NOW RESOLVED,** by the City Council of the City of Hopkins as follows:

1. To grant and approve an Off Sale Intoxicating Liquor License to Paul's Wine and Spirits, LLC dba Paul's Wine and Spirits for the premise located at 808 Mainstreet.

2. The license is conditioned on the applicant's ongoing compliance with its application that is on file with the City Clerk and are further subject to the following:

    A. All terms and conditions of the City Code Chapter 1200 Sale, Consumption and Display of Alcoholic Beverages and Minnesota Statute 340A.

3. The Mayor and City Clerk are hereby authorized to execute said license.

4. This license shall expire at 11:59 p.m. on June 30, 2022.

Adopted by the City Council of the City of Hopkins this 5th day of April, 2022.

_____
Patrick Hanlon, Mayor

ATTEST:

_____
Amy Domeier, City Clerk

April 5, 2022 Council Report 2022-031

**Legislative Updates**

**Proposed Action.**

Staff recommends that the Council approve the following motion:

Move to approve Resolution 2022-025 A Resolution Supporting Housing and Local Decision-Making Authority.

Move to approve Resolution 2022-026 A Resolution Supporting Statewide Policies and Resources for Public Safety Mental and Physical Injury Education, Prevention and Treatment.

**Overview**:

Staff is recommending the approval of three legislative related resolutions:

**Housing and Local Decision Making**:
Housing industry groups have recently attacked city land use tools such as zoning and planned use developments. The League has recommended the City reach out to our legislative representatives to help oppose these efforts. More information of the efforts can be found online at https://www.lmc.org/news-publications/news/all/senate-zoning-preemption-bill-sf3259/

**Public Safety Mental and Physical Injury Education, Prevention and Treatment**
One of the League's major legislative priorities on behalf of City's is addressing trends related to Public Safety Duty Disability Claims. More information on the bill can be found online at https://www.lmc.org/news-publications/news/all/ptsd-duty-disability-advocacy/.

**Supporting Information:**

Resolution 2022-025 - A Resolution Supporting Housing and Local Decision-Making Authority
Resolution 2022-026 - A Resolution Supporting Statewide Policies and Resources For Public Safety Mental and Physical Injury Education, Prevention and Treatment

Mike Mornson
City Manager

**CITY OF HOPKINS**
**HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-025**

**A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING AUTHORITY**

**WHEREAS,** local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

**WHEREAS,** zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

**WHEREAS,** local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

**WHEREAS,** cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

**WHEREAS,** multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins hereby supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

**LET IT ALSO BE RESOLVED** that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

Adopted by the City Council of the City of Hopkins this 5th day of April, 2022.

By:_____
Patrick Hanlon, Mayor

ATTEST:

_____
Amy Domeier, City Clerk

**CITY OF HOPKINS**
**HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-000**

**A RESOLUTION SUPPORTING STATEWIDE POLICIES AND RESOURCES FOR PUBLIC SAFETY MENTAL AND PHYSICAL INJURY EDUCATION, PREVENTION, AND TREATMENT**

**WHEREAS,** the City of Hopkins recognizes the inherent dangers faced by peace officers and firefighters in the line of duty; and

**WHEREAS,** the duties performed by public safety employees sometimes lead to physical and mental injuries; and

**WHEREAS,** the number of public safety employees seeking duty disability determinations through the Public Employees Retirement Association (PERA) and making workers' compensation claims for line-of-duty injuries is accelerating at an unsustainable rate; and,

**WHEREAS,** every injury that leads to a PERA duty disability retirement and/or workers' compensation claim impacts the employee, the employee's family and the employee's organization; and,

**WHEREAS,** the current system for processing and addressing duty disability benefits can be incompatible with the goal of restoring good health and returning employees to work; and,

**WHEREAS,** the fiscal impact of the increasing number of claims is unsustainable for employers and, ultimately, taxpayers; and,

**WHEREAS,** public safety agencies, particularly those that are small and already experiencing recruitment and retention challenges, will not remain viable if they continue to sustain significant personnel losses; and,

**WHEREAS,** cities across Minnesota have invested resources into mental and physical injury education, prevention and treatment; and

**WHEREAS,** experts, including those experienced with treating combat veterans, report that with successful treatment, many injured public safety employees can achieve optimal outcomes of restoring good health for themselves and their families and returning to work; and,

**WHEREAS,** cities cannot solve this challenge on their own and need the a state to help address the policy and financial issues related to public safety duty disability trends.

**THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOPKINS** that this council supports:

- Full state funding for the Public Safety Officer Benefit Account that reimburses employers for providing continued health insurance to police officers and firefighters injured in the line

of duty and dependents of those killed (Minn. Stat. § 299A.465);

- Funding to reimburse local governments for providing paid time off to public safety employees who experience work-related trauma and/or are seeking treatment for a mental injury;
- Funding for initiatives and programs that provide peer support, emotional trauma training, early intervention and mental health treatment;
- Requiring public safety college programs to include mental health and specifically PTSD education as part of their curriculum, focusing on prevention;
- Funding for emotional trauma training for pre-service and in-service public safety officers; and
- Advancing wellness for public safety employees.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins hereby

Adopted by the City Council of the City of Hopkins this 5th day of April, 2022.

By:_____
Patrick Hanlon, Mayor

ATTEST:

_____
Amy Domeier, City Clerk

April 5, 2022 City Council Report 2022-032

**Approval of 2021-2023 Union Contract with LELS Local #143 Public Service Officers**

**Proposed Action:** Staff recommends the following motions: Move approval of the 2022-2023 Contract with LELS Local 143.

This will ratify a two year contract with Public Service Officers (PSOs).

**Overview**

The contract calls for a 2.0% wage increase effective January 1, 2021, a 2.0% increase effective January 1, 2022 and an additional 0.5% increase for July 1, 2022, and a 3.5% increase for January 1, 2023. The wages are within budget for 2021 and 2022 and insurance contributions are consistent with other settled unions and the 2019/2020 arbitration award. Contract will be effective retroactively to January 1, 2021.

**Primary Issues to Consider**

- What other economic issues are included in the new contract?
- How does this agreement fit with the 2021/2022 Budget?

**Analysis of Issues**

What other economic issues are included in the new contract?

None.

How does this agreement fit with the 2022 Budget?

The cost of the contract is within the 2022 budget.

**Alternatives**

1. Approve the contract.
2. Do not approve the contract. Staff would have to renegotiate the contract, like leading to mediation or arbitration.

Staff recommends Alternative #1.

Ari Lenz

Ari Lenz, Assistant City Manager

| |
|---|
| Financial Impact: $ Approx. 9,600 Budgeted Y/N: Y Source: General Fund<br>Notes: Full copy of contract attached. |

# MASTER LABOR AGREEMENT BETWEEN

# CITY OF HOPKINS

# AND

# HOPKINS POLICE PUBLIC SERVICE OFFICER

# (L.E.L.S. LOCAL #143)

January 1, 2022- December 31, 2023

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## ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Hopkins, hereinafter called the Employer, and the Hopkins Public Service Officer, L.E.L.S. Local #143, hereinafter called the Union. 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 Law Enforcement Labor Services, Inc. as the exclusive representative, under Minnesota Statutes, Section 1 79.7 1 , Subdivision 3, for all police personnel in the following job classification:

All Public Service Officers employed by the City of Hopkins Police Department, Hopkins, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal workweek and more than 100 workdays per year, excluding all other employees.

2.2 In the event the Employer and the Union 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 | UNION: | The Hopkins Public Service Officer, L.E.L.S. Local #143 |
| 3.2 | UNION MEMBER: | A member of the Hopkins Public Service Officer Local #143 |
| 3.3 | EMPLOYEE: | A member of the exclusively recognized bargaining unit. |
| 3.4 | DEPARTMENT: | The City of Hopkins Police Department. |
| 3.5 | EMPLOYER: | The City of Hopkins. |
| 3.6 | CHIEF: | The Chief of the Hopkins Police Department. |
| 3.7 | OFFICER: | Officer elected or appointed by the Hopkins Public Service Officer Local #143 |
| 3.8 | BASE PAY RATE: | The Employee's hourly pay rate exclusive of overtime, court time pay or any special allowance. |

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 TRAINING: Actual hours spent on assigned training shall be credited to the fulfillment of the normal work year. Travel time to and from training sessions will not be credited.

3.13 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the Employee remains on continual duty and is responsible for assigned duties.

## ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down 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 UNION SECURITY

6.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.

6.2 The Union 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.

6.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).

6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 7 EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

7.1 DEFINITION OF 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.

7.2 UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in existing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of the Agreement.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union 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 and Union Representatives 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 Union 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.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, 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 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 Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing 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 Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 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 Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union 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 "Rules Governing the Arbitration of Grievances as established by the Bureau of Mediation Services.

7.5 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 Union, 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 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 Union 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 Union 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.

7.6 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 Union 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 Union in each step.

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 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7.

The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 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 7.

## ARTICLE 8 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 judgment 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 9 SENIORITY

9.1 Seniority shall be determined by the Employee's length of continuous employment with the City of Hopkins and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications. Employees re-entering employment with the City of Hopkins, after less than one year from their date of separation, shall have their seniority as of the date of separation restored.

9.2 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 their previous position at the sole discretion of the Employer. The probationary period for new employees shall be one year.

9.3 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 their layoff before any new Employee is hired.

9.4 Senior Employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of Employees are equal.

9.5 Shift assignments shall be for the duration of one (1) year and shall be bid by employees on the basis of seniority at least one month in advance of the expiration of the current shift assignment. Senior qualified Employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment.

9.6 One continuous paid time off period (up to two weeks) shall be selected on the basis of seniority until March 31 each calendar year.

## ARTICLE 10 DISCIPLINE

10.1 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.

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

10.3 Written reprimands, notices of suspensions, 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. Employees and the Union will receive a copy of such reprimands and/or notices.

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

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

10.6 Employees will not be questioned concerning a matter that may lead to disciplinary action against the Employee unless the Employee has been given an opportunity to have a Union representative present at such questioning.

10.7 Grievances relating to this ARTICLE shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

## ARTICLE 11 CONSTITUTIONAL PROTECTION

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

## ARTICLE 12 WORK SCHEDULES

12.1 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) assigned training;
c) authorized leave time.

12.2 Authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

12.3 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 13 OVERTIME

13.1 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.

13.2 Compensatory time may be given instead of overtime pay. The compensatory time must be given at a rate of one and one-half (1½) hours per overtime hour worked.

Compensatory time shall be limited to a maximum accrual of forty-eight (48) hours. The use of compensatory time is similar to the use of Flex Leave. Employees must request the use of compensatory time from their supervisors.

In December, Employees may submit an irrevocable election of up to forty-eight (48) hours of compensatory time to be earned in the next calendar year in taxable compensation in that next 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. Employees are not able to modify this proposal after the next calendar year has started. Employees are not able to adjust these submissions during the present year.

13.3 Whenever there is more than 24 hours advanced notice, the Employer will offer overtime to PSOs on the basis of seniority. If the overtime shift is not filled voluntarily within 24 hours of the start of the shift, the employer may fill the shift, starting with the lease senior employee.

13.4 Overtime refused by Employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.

13.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.6 Overtime will be calculated to the nearest fifteen (15) minutes.

13.7 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.

13.8 Employees must receive prior authorization from the employee's immediate supervisor before working any overtime, except in cases of emergency.

## ARTICLE 14 COURT TIME

14.1 An Employee who is required to appear in Court during the Employee's scheduled off-duty time shall 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 Court appearance does not qualify the Employee for the three (3) hour minimum.

14.2 Employees required by the Employer to be on Standby for a court appearance during the Employee's scheduled off-duty time shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

14.3 An Employee who was scheduled for court during the Employee's scheduled off-duty time shall receive one (1) hour of pay at one and one-half (1 ½) times the employee's base pay rate for cancellation of a court appearance within 24 hours of the scheduled appearance. If an Employee has been on standby for court and the appearance is canceled, compensation shall be the greater of one (1) hour of pay at one and one-half (1 ½) times the employee's base pay rate or the standby pay earned.

## ARTICLE 15 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 ½) 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.

## ARTICLE 16 WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the high classification for the duration of the assignment. Additionally, Employees assigned as the Property Room Clerk shall be paid premium pay of $1.50 per hour above their normal hourly rate as called for in Appendix A.

## ARTICLE 17 INSURANCE

17.1 Effective January 1, 2022 the EMPLOYER will contribute the following amounts:

2022 City Contributions:
Single - $1,077.59
Employee + Spouse - $1,769.63
Employee + Children - $1,756.50
Family - $1,801.70

17.2 For 2023, the contract will be reopened solely for the discussion of health insurance contributions.

17.3 Employees who choose to opt out of the City's health insurance program will receive $360.00 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 $360.00, employees hired after September 1, 2004 will receive $100.00 per month if they opt out of the City's health insurance program.

## ARTICLE 18 UNIFORMS

18.1 The Employer shall provide required uniform and equipment items to all new Employees. In addition, the Employer will provide all outdoor clothing and equipment as necessary for those Employees who require them. Uniform item(s), which become damaged as a result of performing their job, shall be replaced by the Employer. This excludes normal wear. Public Service Officers shall receive an annual uniform and equipment allowance of Nine Hundred Dollars ($900.00). Uniform Allowance shall be paid in cash on or about January 1st of each year and will be paid in a separate check. If an employee leaves employment with the city prior to the end of the calendar year, the employee will have no obligation to reimburse the city for any portion of the payment.

18.2 An Employee under probation shall not receive a uniform allowance. Items purchased with this allowance are intended solely for use as an Employee of the city and are the property of the City of Hopkins. Upon successful completion of the probationary period, an Employee shall receive a separate check for a prorated amount of the uniform allowance based on the end of probation and the end of the calendar year. Uniform allowance may be used to purchase items not expressly prohibited by the Department. If any item needs replacement after an Employee's allowance has been exhausted, such replacement is the responsibility of the Employee.

## ARTICLE 19 INJURY ON DUTY

19.1 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 Workers 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 Workers Compensation insurance payments.

## ARTICLE 20 SICK LEAVE

(Does not apply to employees receiving Flex Leave)

20.1 Sick leave with pay shall be granted to all probationary and permanent full time Employees at the rate of one (1) working day for each calendar month or major fraction thereof. Sick leave shall be computed on a calendar year basis and may be accumulated to a total of not more than one hundred twenty (120) working days, with banking after this maximum, which bank can only be used for extended illness.

20.2 Employees who receive Worker's Compensation payments shall be allowed to use sick leave to make up the difference between the Worker's Compensation payments and their regular wage.

20.3 Sick leave may be granted when necessary for personal illness, legal quarantine or because of serious illness in the employee's family as defined in Minn. Stat § 181.9413 or death of spouse, children, grandchildren, parents, brothers, sisters, grandparents, mother-in-law, or father-in-law of the Employee.

20.4 In order to be eligible for sick leave for pay, the Employee shall:

1) report promptly to the department head the reason for the Employee's absence.

2) keep the department head, at all times, fully informed of the Employee's condition including permission for City Manager to make inquiries of such Employee's physician, surgeon or other health establishment.

3) furnish upon demand to the City Manager any other information or medical certificate that may be required.

20.5 No sick leave shall be granted except as permitted in this Article or ordinance, and the claiming of sick leave whenever herein prohibited may be cause of disciplinary action including transfer, suspension, demotion or dismissal by the City Manager.

20.6 Employees will continue to accrue leave while using paid leave. Employees will not accrue leave while on unpaid leave, leave accruals will be prorated for pay periods where there is both paid and unpaid leave. Policy will be consistent with applicable state and federal laws.

**ARTICLE 21 PAID TIME OFF**

(Does not apply to any employee receiving Flex Leave)

21.1 All EMPLOYEES shall be eligible for paid time off except that no EMPLOYEE shall be allowed to use paid time off until after the completion of the first six (6) months of the probationary period. Without the specific permission of the Employer. Paid time off is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned.

21.2 EMPLOYEES shall earn paid time off according to the following schedule:

| | PTO |
|---|---|
| 0 - 5 years | 184 hours |
| After 5 years | 224 hours |
| After 10 years | 232 hours |
| After 11 years | 240 hours |
| After 12 years | 248 hours |
| After 13 years | 256 hours |
| After 14 years | 264 hours |
| After 25 years | 304 hours |

21.3 Paid Time Off may be used as earned, provided that the Employer shall in each case determine the time when such paid time off may be taken.

21.4 Employees may accrue paid time off to a maximum of 200% of their annual entitlement. Any Employee whose accrued paid time off exceeds their cap on December 31 of any year will lose all of the time that exceeds the cap. An Employee may appeal to the City Manager to exceed the cap if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient paid time off during the year. The Employee's supervisor must attest to the existence of the problem.

21.5 Conversion Option: In December, Employees may submit an irrevocable election to convert up to 40 hours of paid time off to the City's deferred compensation program or cash to be earned in the next calendar year in taxable compensation in that next 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.. After 15 years, an employee may convert up to 80 hours. After 25 years, an employee may convert up to 120 hours. An Employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient leave during the year. The Employee's supervisor must attest to the existence of the problem. Employees are not able to adjust these submissions during the present year.

21.6 No Employee shall be permitted to waive leave for the purpose of receiving double pay.

21.7 Upon termination of employment with the City an Employee will be paid all of the

paid time off remaining in the Employee's Paid Time Off Account and Conversion Bank

**ARTICLE 22 FLEX LEAVE**

22.1 The Public Service Officer Union hereby adopts the City of Hopkins Flex Leave Program.

22.2 Union members can continue on the existing paid time off and sick leave program or choose to participate in the Flex Leave Program. Employees who choose to participate in the Flex Leave Program cannot return to the paid time off and sick leave program.

22.3 Union employees hired after July 1, 2002 shall participate in the Flex Leave Program without option.

22.4 Employees will accrue flex leave based on the following schedule.

| Flex Leave Accrual Schedule | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Year | Leave Hours | Year | Leave Hours | Year | Leave Hours | Year | Leave Hours | Year | Leave Hours |
| 1 | 248 | 6 | 280 | 11 | 304 | 16 | 328 | 21 | 328 |
| 2 | 256 | 7 | 288 | 12 | 304 | 17 | 328 | 22 | 328 |
| 3 | 264 | 8 | 288 | 13 | 312 | 18 | 328 | 23 | 328 |
| 4 | 272 | 9 | 296 | 14 | 320 | 19 | 328 | 24 | 328 |
| 5 | 280 | 10 | 296 | 15 | 328 | 20 | 328 | 25 | 368 |

22.5 Employees may accrue and carry over up to two times the Employee's annual accumulation. Employees, whose accrued flex leave exceeds this cap as of December 31, will lose all time in excess of the cap.

22.6 In December of each year, Employees may submit an irrevocable election to convert up to 40 hours (5 days) of flex leave each year to the City's deferred compensation program to be earned in the next calendar year in taxable compensation in that next 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. After 15 years, an Employee may convert up to 80 hours (10 days). After 25 years, an Employee may convert up to 120 hours (15 days). An Employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient leave during the year. The Employee's supervisor must attest to the existence of the problem. Employees are not able to adjust these submissions during the present year.

22.7 Upon termination of employment with the City, an Employee will be paid all of

the accrued flex leave remaining in the Employee's Flex Leave Account and Conversion Bank

22.8 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 23 HOLIDAYS

23.1 An Employee required to work a shift on New Year's Day, Martin Luther King's Birthday, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Veterans 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 will be paid.

23.2 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 that are 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 shall the total compensation for work on a holiday exceed two (2) times the basic pay rate.

## ARTICLE 24 SEVERENCE PAY

(Does not apply to employees receiving Flex Leave)

24.1 Employees shall receive severance pay upon separation of employment according to the following schedule:

a) After five (5) years of service: 1.5 days per year of service.

OR

a) After five (5) years of service: 20% of accumulated sick leave.

b) After fifteen (15) years of service: 25% of accumulated sick leave.

c) After twenty (20) years of service: 33.33% of accumulated sick leave.

24.2 The Employee may choose whichever formula provides the higher pay off.

## ARTICLE 25 ADVANCE RESIGNATION NOTICE PROGRAM

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

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging Employees to give the City advance notice of their intent to resign. The purpose of this program is to begin the process of replacing an Employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled. [1]

This program is available to regular full-time non-union Employees and any regular full-time union Employees whose union has adopted this policy into their contract.

In order to be eligible for an Advance Notice payment an Employee must give at least 60 days notice before the Employee's last day of work.[2] The agreement must be signed by both the Employee and the City Manager in order to be effective. The City reserves the right to refuse to enter into this agreement with any Employee.

The City will provide the following compensation for advance notice:

| | |
|---|---|
| Sixty (60) days: | $325.00 |
| Ninety (90) days: | $600.00 |
| One Hundred and Twenty (120) days: | $925.00 |
| One Hundred and Eighty (180) days: | $1,300.00 |

An Employee has ten (10) days from the date they sign the agreement to rescind the decision. After this, it is not possible for an Employee to change their mind about resigning. There will no longer be a position available after the agreed upon termination date. Refusing the Advance Notice payment will not void the agreement.

## ARTICLE 26 SUBSTANCE ABUSE

The Employer and the Union agree to, jointly promote, a drug-free work environment. In an effort to achieve this goal, the Union agrees to all non-random drug and alcohol testing of its members by a State certified testing agency upon the request of the Employer provided such request, test and subsequent action are within the guidelines of State law (Section 181.950) and the City policy attached as Appendix D.

## ARTICLE 27 BEREAVEMENT LEAVE

Employees are eligible for the City’s Bereavement Leave Program.

## ARTICLE 28 WAIVER

27.1 Any and all prior arrangements, 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.

27.2 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 Union each voluntarily and unqualifiedly 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.

[1] The City reserves the right to not replace any Employee who resigns or to modify the position and duties prior to hiring a new Employee. This decision will not affect an Employee's eligibility for an Advanced Notice payment.

[2] The last day of work is defined, for this program, as the last day that an Employee will be actively working for the City. The Employee may use accumulated paid time off or flex leave to extend their termination date, which is defined as the last day the Employee is on the payroll.

**ARTICLE 29 DURATION**

This Agreement, between the Hopkins Police Public Service Officer and the City of Hopkins, shall be effective as of January 1, 2022, through December 31, 2023, and continue thereafter until amended or modified by mutual agreement by the parties. Notice shall be given at least sixty (60) days prior to the expiration of the Contract of the intent to amend or modify.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 5th day of April 2022.

| FOR THE CITY OF HOPKINS | FOR LELS, LOCAL #143 |
| --- | --- |
| _____ | _____ |
| _____ | _____ |

## APPENDIX A: PUBLIC SERVICE OFFICERS

Step increases take place annually on employee's anniversary date.

| PSO | 1/1/2022 | 7/1/2022 | 1/1/2023 |
|---|---|---|---|
| STEPS | 2.0% | 0.5% | 3.5% |
| 1 | $23.12 | $23.24 | $24.05 |
| 2 | $23.82 | $23.94 | $24.77 |
| 3 | $24.48 | $24.60 | $25.46 |
| 4 | $25.14 | $25.27 | $26.15 |
| 5 | $25.82 | $25.95 | $26.85 |
| 6 | $26.50 | $26.63 | $27.56 |
| 7 | $27.17 | $27.31 | $28.26 |
| 8 | $27.86 | $28.00 | $28.98 |
| 9 | $28.53 | $28.67 | $29.68 |
| 10 | $29.20 | $29.35 | $30.38 |
| 11 | $29.87 | $30.01 | $31.07 |
| 12 | $30.56 | $30.71 | $31.79 |
| 13 | $31.21 | $31.37 | $32.47 |

Any PSO assigned to train a paid employee of the department shall receive an additional $2.39 per hour for each hour that they are actually training.

Any PSO assigned to Property Room Clerk will receive an additional $1.50 per hour.

## APPENDIX B: DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

### 1. PURPOSE

1.01 The purpose of this policy is to provide written guidelines in compliance with MN Statutes 181.950-181.957 for requesting or requiring employees or job applicants to undergo drug and/or alcohol testing.

### 2. DEFINITIONS

2.01 For purposes of this policy, the following definitions will apply:

a. "City" means the City of Hopkins.
b. "Commissioner" means the Commissioner of the Minnesota Department of Health.
c. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 181.953, Subd. 1, as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
d. "Drug" means a controlled substance as defined in MN Stat. *152.01,* Subd. 4.
e. "Drug and alcohol testing", "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample approved by the Commissioner under MN Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
f. "Employer" means the City Manager and anyone appointed by the City Manager to a regular position with the City who is paid through the City's payroll system.
g. "Initial screening test" means a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 181.953, Subd. 1, as being capable of providing data as to general classes of drugs, alcohol, or their metabolites.
h. "Job applicant" means a person who applies to become an employee of the City and has received a job offer made contingent on the person passing drug testing. Temporary or seasonal employees who do not operate any City vehicles or motorized equipment are not subject to this policy. Anyone who works for the Police Department is subject to this policy.
i. "Medical Review Officer" means the individual at Park Nicollet who will receive all laboratory results.
j. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested by a confirmatory test in levels at or above the

threshold detection levels set by the Department of Health rules. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .05.

k. "Reasonable suspicion", means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

l. "Threshold detection level" means the level at which the presence of a drug, drug metabolite, or alcohol can be reasonably expected to be detected by a confirmatory test by a certified laboratory.

## 3. CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR.

3.01 Drug testing is required for all job applicants, as defined in Section 2.01 of this policy.

3.02 Drug and alcohol testing may be requested or required during on duty hours if the city has a reasonable suspicion that a current employee:

a. Is under the influence of drugs or alcohol; or

b. Has violated the City's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the City's premises or operating the City's vehicle, machinery, or equipment; or

c. Has sustained or caused another person to sustain substantial bodily harm or greater (as defined in Minnesota Statutes 609.02, subdivision 7a); or

d. Has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work related accident.

e. Employees who have been referred by the City for chemical dependency treatment or evaluation or who are participating in a chemical dependency treatment program as a result of a positive drug or alcohol test or is participating in a chemical dependency treatment program under an employee benefit plan. Such employees will be required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

f. Has discharged a firearm other than (a) on a target range, or (b) while conducting authorized ballistics tests, or (c) as authorized by Hopkins Police Department General Order 101.21 concerning destruction of animals.

## 4. CITY REQUIREMENTS AND PROCEDURES

4.01 The City will post and maintain a notice in appropriate and conspicuous locations at its facilities that this policy has been adopted and that copies are available for inspection at specified locations.

4.02 The City will use a facility for drug and/or alcohol testing which has been licensed by the Department of Health.

4.03 Before a job applicant or employee is required to submit to an alcohol and/or drug test, the City will provide a form on which shall:

a. indicate whether the employee or job applicant has seen the City's drug and alcohol testing policy, and
b. indicate that the employee or job applicant consents or does not consent to the drug test. Failure to sign the consent form means that the employee or job applicant refuses to submit to an alcohol and/or drug test.

4.04 The City's designated laboratory will automatically perform a confirmatory test on all samples that test positive. No adverse personnel action will be taken based on an initial screening test that has not been verified by a confirmatory test.

4.05 Within three business days of the City's receipt of the results, the City will notify the employee or job applicant of the results of the alcohol and drug test and of the individuals rights specified in Sections 6 and 7 below and MN Statute 181.953, Subd. 10 and 11.

## 5. RIGHTS OF EMPLOYEES AND JOB APPLICANTS TO REFUSE TESTING

5.01 Applicants. If a job applicant for an affected position refuses to submit to a drug test, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.

5.02 Employees. Employees who refuse to submit to an alcohol and/or drug test under the circumstances enumerated in this policy may be subject to discipline up to and including dismissal.

## 6. EFFECT OF POSITIVE CONFIRMATORY TEST

6.01 Applicants. If a job applicant for an affected position tests positive on a confirmatory test for drugs, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.

6.02 Employees. Employees who test positive for alcohol and/or drugs for the first time, will be given the opportunity to enter a City-approved drug and/or alcohol counseling or rehabilitation program at the individual's own expense or through the employee's health care provider. The City will consult with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency before approving a program. Employees who refuse to enter or fail to complete a program, may be dismissed.

Employees who elect to enter a program will be required to submit to alcohol and or drug testing every six months. An employee who tests positive or refuses to submit to a test during the first two years following entrance to such a program will be dismissed immediately. This requirement for testing shall only apply to employees who enter such a program as a result of a positive drug or alcohol test.

6.03 Explained Results. If a positive confirmatory test is caused by a drug prescribed for the employee or an over the counter substance consumed in accordance with instructions, the City will not take disciplinary action toward an employee or withdraw a job offer. However, if the substance significantly impairs the employee's ability to perform assigned duties or creates a safety risk, the City may reassign the employee to a position whose duties can be safely and adequately performed, if one is available, or place the employee on sick leave.

## 7. EMPLOYEE AND JOB APPLICANT RIGHTS AFTER A TEST

7.01 If an employee or job applicant tests positive for drug use, the employee shall be given written notice of the right to explain the positive test and the City may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

7.02 Within five days after receiving notification of a positive test result, an individual may submit any information to explain the result and request in writing a confirmatory retest of the original sample at the employee's or job applicant's own expense. No adverse personnel action will be taken if the confirmatory retest does not confirm the original test.

7.03 An employee or job applicant may request and receive from the City, a copy of the drug or alcohol test result report.

## 8. APPEAL PROCEDURE.

8.01 Employees may appeal decisions made by the City under this policy through the remedies available through their collective bargaining units. Employees, who are not represented by a collective bargaining unit, may appeal decisions through remedies available in the City's personnel policy. The City will not retaliate against an employee for pursuing an appeal or the other remedies provided in Minn. Stat 181.956. An employee may also appeal under the Veteran's Preference Act, if eligible.

## 9. MISCELLANEOUS.

9.01 The City's designated laboratory shall disclose test result data only to the City Manager or, the Assistant City Manager of the City of Hopkins.

9.02 Test result reports and other data acquired by the City in the drug or alcohol testing process is private data on individuals pursuant to Minnesota Statutes. The City will disclose the information internally to management and confidential employees with a need to know and to the tested individual. The information will not be released to any third party without the written consent of the tested individual except under the following circumstances.

a. The data may be used in an arbitration proceeding pursuant to a collective bargaining agreement, a veteran's preference hearing, other applicable state or local law, or a judicial proceeding, provided that the information is relevant to the hearing or proceeding.

b. The information may be disclosed to a federal agency or other unit— of the United States government as required by federal law, regulation, order, or contract.

c. The information may be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

9.03 Positive tests result from the City's drug or alcohol testing. program will not be used as evidence in a criminal action against an employee or job applicant.

9.04 The City may suspend an employee requested to submit to testing if the City believes that it is reasonably necessary for the protection of the individual,, other employees, or the public. The suspension will be with pay pending receipt of the test result, unless the employee has violated a city policy or work rule that justifies a suspension without pay regardless of the test result. In lieu of suspension, the City may temporarily transfer the employee to another position at the same rate of pay. Positive test results will be handled in accordance with Section *5,* Effect of Positive Confirmatory Test, of this Policy. It shall be the responsibility of the City Manager to determine the date a suspended employee may return to work.

9.05 The City Manager shall be responsible for implementing this policy.

Revised: January 2002 June 2006

**MEMORANDUM OF UNDERSTANDING**
**Between**
**CITY OF HOPKINS**
**And**
**LELS #143**

The purpose of this Memorandum of Understanding is to establish the POST EMPLOYMENT HEALTH CARE SAVINGS PROGRAM.

All members of Union 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.

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

- Two percent (2%) of gross salary

The plan will be also be funded by 100% of severance pay and/or accumulated flex leave due to the employee upon separation from employment with the City.

For the City of Hopkins

_____
Mike Mornson, City Manager

For LELS #243

_____
Renee Zachman

April 5, 2022 City Council Report 2022-035

**Approval of 2021-2023 Union Contract with LELS Local 171 Sergeants**

**Proposed Action:** Staff recommends the following motions: Move approval of the 2021-2023 Contract with L.E.L.S Local 171 Sergeants.

This will ratify a three-year contract with Sergeants.

**Overview**

The contract calls for a 2.0% wage increase effective January 1, 2021, a 1.0% increase effective December 31, 2022, a 2.0% increase effective January 1, 2022 and an additional 1.0% increase for July 1, 2022, and a 3.0% increase for January 1, 2023. The wages are within budget for 2021 and 2022 and insurance contributions are consistent with other settled unions.. Contract will be effective retroactively to January 1, 2021.

**Primary Issues to Consider**

- What other economic issues are included in the new contract?
- How does this agreement fit with the 2021/2022 Budget?

**Analysis of Issues**

What other economic issues are included in the new contract?

We added President's Day and Veteran's day as recognized holidays. These holidays were recognized in other units and the union had previously received holiday pay equivalent to these dates. They were not however receiving holiday premium pay for hours worked on those day. They will going forward. We also clarified some language regarding overtime worked on holidays.

How does this agreement fit with the 2021 and 2022 Budget?

The cost of the contract is within the 2021 and 2022 budget.

**Alternatives**

1. Approve the contract.
2. Do not approve the contract. Staff would have to renegotiate the contract, like leading to mediation or arbitration.

Staff recommends Alternative #1.

Ari Lenz

_____

Ari Lenz, Assistant City Manager

| |
|---|
| Financial Impact: $ Approx. 102,000+ Budgeted Y/N: Y Source: General Fund<br>Notes: Full copy of contract attached. |

# MASTER AGREEMENT

# BETWEEN

# CITY OF HOPKINS

# AND

# LAW ENFORCEMENT LABOR SERVICES, INC.

# (L.E.L.S. LOCAL #171)

January 1, 2021 through December 31, 2023

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## ARTICLE 1 PURPOSE OF AGREEMENT

This AGREEMENT is entered into on June 5, 2018 between City of Hopkins, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1. Promote sound and mutually beneficial working and economic relationships between parties hereto;

2. To provide an orderly and peaceful means of resolving any grievances which may arise;

3. Specify, in writing, the full and complete understanding of the parties concerning the terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, though this AGREEMENT, will continue their dedication to the highest quality police service and protection to the public. Both parties recognize the AGREEMENT as a pledge of this dedication.

## ARTICLE 2 RECOGNITION

2.1 The EMPLOYER recognizes L.E.L.S. as the exclusive representative, under Minnesota Statutes, Section 179A.03 Subd. 8, for all police personnel in the following job classifications:

SERGEANT

2.2 In the event the EMPLOYER and L.E.L.S. 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 UNION: Law Enforcement Labor Services, Inc

3.2 UNION MEMBER: A member of the Hopkins Police Sergeants' Union.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit, male or female, where the word "he" is used, it is inclusive of "she"

3.4 DEPARTMENT: The Hopkins Police Department.

3.5 EMPLOYER: The City of Hopkins.

3.6 CHIEF: The Chief of the Hopkins Police Department.

3.7 UNION OFFICER: Officer elected or appointed by the Hopkins Police Sergeant's Union.

3.8 BASIC PAY RATE: The Employee's hourly, biweekly, or monthly pay rate exclusive of longevity pay, college incentive pay, overtime pay, court time pay, or any other special allowance.

3.9 EMERGENCY: A situation or condition so labeled or defined by the Hopkins Chief of Police.

3.10 SHIFT: A consecutive work period including rest breaks and a lunch break.

3.11 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.12 GRIEVANCE COMMITTEE: The elected UNION OFFICERS of the Hopkins Police Sergeants' Union or the UNION'S designated agents for grievance procedures and purposes.

3.13 SUPERVISORY EMPLOYEE: One so defined under Minn Stat l79A.03, Subd. 17.

3.14 CITY MANAGER: The person designated or appointed by the City Council for the purpose of holding and exercising the duties of that official position as it is defined in the Hopkins City Charter.

## ARTICLE 4 EMPLOYER AUTHORITY

4.1 The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with the laws and regulations of appropriate authorities including municipality personnel policies and work rules. The prerogatives and authority which the EMPLOYER has not officially abridged, delegated, or modified by this AGREEMENT are retained by the EMPLOYER; such as, but not limited to:

Direct EMPLOYEES, Hire, promote, transfer, assign, retain EMPLOYEES in positions and suspend, demote, discharge, or take other disciplinary action against EMPLOYEES.

4.2 Relieve EMPLOYEES from duties because of lack of work or other legitimate reasons.

4.3 Maintain the efficiency of the government operations; determine the methods, means, job classification, and personnel by which such operations are to be conducted or performed.

4.4 Take whatever action may be necessary in any emergency to promote the public general welfare.

4.5 Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

## ARTICLE 5 UNION SECURITY

5.1 In recognition of L.E.L.S. as the exclusive representative, the EMPLOYER agrees to deduct from each pay check and remit to L.E.L.S. the amount certified in writing by L.E.L.S. as the regular UNION dues, from the wages of each of those EMPLOYEES as provided by the Public Employment Labor Relations Act as amended.

5.2 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

5.3 The UNION 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.

5.4 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

## ARTICLE 6 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation or application of this AGREEMENT.

6.2 The EMPLOYER will recognize STEWARDS selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the names of such STEWARDS and of their successors when so named.

6.3 A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement or of disciplinary actions not covered by Police Review Committee rules or regulations

6.4 Grievances shall be resolved in the following manner:

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 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 UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing 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 UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION 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 UNION within ten (10) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure.

Step 4. A grievance unresolved in Step 3 or 3a and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

EMPLOYEES presenting grievance may choose to be represented by the UNION.

All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

The time limits established in the ARTICLE may be extended by mutual consent the EMPLOYER and the UNION and shall be in writing.

6.5 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 on the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. 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 following close of the hearing or the submission of briefs by the parties, whichever is later unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation application of the express terms of this agreement and to the facts of the grievance presented.

## ARTICLE 7 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 judgment 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 the written request of either party.

## ARTICLE 8 SENIORITY

8.1 Seniority shall be determined by the employee's length of continuous employment at the rank of Sergeant with the Police Department.

8.2 The EMPLOYER and the UNION agree that ability be considered foremost in assignment and promotions. All original and promotional appointments shall be probationary, and subject to a probationary period. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the EMPLOYER. Additional discipline for cause may be applied, per Article 9.

A. 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.

B. Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.

C. One continuous vacation (at least three (3) days) period shall be selected on the basis of seniority until March 31 of each calendar year.

8.3 Shift assignments for Sergeants in the patrol division of the DEPARTMENT shall expire in December of each year. At that time, Sergeants will bid for their patrol shift starting the following January. Sergeants will be given preference of shifts based upon seniority at the rank of Sergeant based upon date of promotion.

8.4 The position of Investigations Sergeant and Community Services/Relief Sergeant will not be an expiring bid-able position. These Sergeant positions will be appointed by the CHIEF based upon Article 8.2 (B) of this agreement and will serve at the discretion of the CHIEF.

## ARTICLE 9 DISCIPLINE

9.1 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.

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

9.3 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.

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

9.5 Discharges will be preceded by a five (5) day suspension without pay except in cases of Veterans pursuant to Minnesota statute.

9.6 Employees under investigation will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION

representative present at such questioning.

9.7 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under Article 6.

## ARTICLE 10 CONSTITUTIONAL PROTECTION

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

## ARTICLE 11 WORK SCHEDULES

11 .1 The sole authority in work schedules is the EMPLOYER. 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) assigned training;
c) authorized leave time.

11.2 Authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

11.3 Training time on days off shall be compensated at one and on half times the EMPLOYEE'S hourly rate. Comp Time may be given instead of overtime pay. The Comp Time must be given at a rate of one and on e half (1 ½ ) hours per hour worked.

The choice of overtime or comp time shall be at the discretion of the EMPLOYER.

Comp Time shall be limited to a maximum accrual of 48 hours. Comp time records shall be recorded and maintained by the Finance Department.

## ARTICLE 12 OVERTIME

12.1 EMPLOYEES will be compensated at one and one-half (1½) times the EMPLOYEE'S hourly 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. Overtime will be distributed as equally as practicable.

12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

12.3 Overtime will be calculated to the nearest one-tenth of an hour.

12.4 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 13 COURT TIME

13.1 An employee who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the EMPLOYEE for the three (3) hour minimum.

13.2 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 standby pay earned.

## ARTICLE 14 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 (1½) 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 minimum of three (3) hours pay at one and one-half (1½) 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 15 INSURANCE

15.1 Effective January 1, 2021 the EMPLOYER will contribute the following amounts:

Single - $1,077.59
Employee + Spouse - $1,769.63
Employee + Children - $1,756.50
Family - $1,801.70

15.2 Effective January 1, 2022 the EMPLOYER will contribute the following amounts:

Single - $1,077.59
Employee + Spouse - $1,769.63
Employee + Children - $1,756.50
Family - $1,801.70

15.3 For 2023, the contract will be reopened solely for the discussion of health insurance contributions.

15.4 All employees shall receive a minimum of single group health insurance coverage. For those employees not selecting dependent coverage, the additional benefit, up to the

EMPLOYER maximum, may be used by the employees for additional available insurance coverage or be placed in a deferred compensation plan, subject to limitations specified in the EMPLOYER'S group policies.

15.5 Employees who choose to opt out of the City's health insurance program will receive $360.00 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 $360.00 per month, employees hired after January 1, 2008 will receive $50.00 per month if they opt out of the City's health insurance program.

## ARTICLE 16 UNIFORM ALLOWANCE

16.1 All employees shall receive an annual uniform and equipment allowance of $900.00 effective January 1, 2017.

16.2 The allowance shall be paid on or near January 1 annually as a separate check. Employees hired into the unit after January 1 shall be provided with the necessary uniforms in lieu of a uniform allowance. They will be eligible for the allowance in subsequent years. Officers promoted to sergeant during the year will retain the officer's uniform allowance. They will not be eligible for the Sergeant's uniform allowance until the following year. Items purchased with this allowance are intended solely for use as an employee of the city and are the property of the City of Hopkins. Uniform allowance may be used to purchase any items not expressly prohibited by the department. If any items need replacement after an employees allowance has been exhausted, such replacement is the responsibility of the employee. Upon termination of employment, an employee will return all city property as requested.

## ARTICLE 17 SICK LEAVE, INJURY ON DUTY, FLEX LEAVE

17.1 Sick Leave (Does not apply to employees receiving Flex Leave)

The regular shift working time consumed by the EMPLOYEES using earned vacation leave or sick shall be considered to be working time for the purpose of accumulating additional vacation or sick leave. Sick leave with pay shall be granted to all probationary and permanent full time employees at the rate of eight (8) hours for each calendar month or major fraction thereof. Sick leave shall be computed on a calendar year basis and may be accumulated to a total of not more than nine hundred sixty (960) hours. Hours accrued over 960 shall be banked and only used for extended illness.

17.2 Sick leave may be granted when necessary for personal illness, legal quarantine or because of illness in the employee's family as defined in Minn. Stat. § 181.9413 or death of spouse, children, step-children, grandchildren, parents, brothers, sisters, grandparents, mother-in-law, or father-in-law of the employee. In order to be eligible for sick leave with pay the employee shall:

a) report promptly to the department head the reason for his/her absence.

b) keep the department head, at all time, fully informed of his/her condition including permission for City Manager to make inquiries of such employee's physician, surgeon, or other health establishment.

c) furnish upon demand to the city Manager any other information or medical certificate that may be required.

No sick leave shall be granted except as permitted in this Article or ordinance, and the claiming of sick leave whenever herein prohibited may be cause of disciplinary action, including transfer, suspension, demotion, or dismissal by the City Manager.

17.2 Injury on Duty

Leave of absence with pay shall be granted to EMPLOYEES who become incapacitated as a result of injury incurred though no misconduct of their own while in actual performance of City assigned duties. EMPLOYEES must qualify for worker's compensation payments to be eligible for such leave. This shall exclude any injuries sustained while performing any off-duty services for which payment is made directly to such EMPLOYEE by a contracting party other than the city. Such injury leave shall continue for a maximum of seven hundred twenty (720) hours, unless it is determined sooner by competent medical authority, approved by the City Manager, that the EMPLOYEE may be required to submit to a medical examination at any time by a physician selected by the City.

During such injury leave, the City shall pay such EMPLOYEE the amount representing the difference between the EMPLOYEE'S basic pay and the amount received by him/her from worker's compensation.

All payments made to the EMPLOYEE will be reduced by the total amount of all other injury related benefits for which the EMPLOYEE is provided as a result of public employment, including but not limited to: weekly worker's compensation, relief pension plans, short or long-term disability payments, or City-paid group insurance payments. The EMPLOYEE must apply for such benefits as soon as he is eligible therefore and the EMPLOYER reserves the right to refuse injury leave if such application is not made.

For the purpose of this Article, "basic pay" shall mean any remuneration excluding longevity.

17.3 Flex Leave

The UNION hereby adopts the City of Hopkins' Flex Leave program. Union members can continue on the existing vacation and sick leave program or choose to participate in the Flex leave program. Employees who choose to participate in the Flex Leave Program cannot return to the vacation and sick leave program.

Union employees hired after January 1, 2002, shall participate in the Flex Leave Program. Employees of the bargaining unit will not be forced to accept Flex Leave if they choose to remain in the existing Vacation/Sick Leave program

## ARTICLE 18 LONGEVITY PAY AND EDUCATIONAL INCENTIVES

18.1 Longevity pay shall be as follows:

After 4 years 3% Sergeant's base pay rate
After 7 years 6% Sergeant's base pay rate
After 10 years 8% Sergeant's base pay rate
After 13 years 10% Sergeant's base pay rate

All permanent Sergeants must choose either the Longevity Plan or the College Education Incentive Program. Any change in this choice must be approved by the Chief of Police and the City Manager; 24 months must elapse between such changes.

18.2 College Education Incentive

EMPLOYEES qualifying for College Education Incentive payment under the provisions of the agreement attached hereto as APPENDIX I, shall be paid at the equivalent credit rate of $.50 per applicable credit hour.

## ARTICLE 19 PAID TIME OFF

(Does not apply to any employee receiving Flex Leave)

19.1 All EMPLOYEES shall be eligible for paid time off except that no EMPLOYEE shall be allowed to use paid time off until after the completion of the first six (6) months of the probationary period, without the specific permission of the Chief and City Manager. Paid time off is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned.

19.2 EMPLOYEES shall earn paid time off according to the following schedule:

| | Hours |
|---|---|
| 0- 5 years | 184 |
| After 5 years | 224 |
| After 10 years | 232 |
| After 11 years | 240 |
| After 12 years | 248 |
| After 13 years | 256 |
| After 14 years | 264 |
| After 20 years | 272 |
| After 25 years | 312 |

19.3 Paid Time Off may be used as earned, provided that the City Manager shall in each case determine the time when such paid time off may be taken.

19.4 Employees may accrue paid time off to a maximum of 200% of their annual entitlement. Any employee whose accrued paid time off exceeds their cap on December 31 of any year will lose all of the time that exceeds the cap. An employee may appeal to the City Manager to exceed the cap if department scheduling problems or other unusual circumstances prevent the employee from using sufficient paid time off during the year. The employee's supervisor must attest to the existence of the problem.

19.5 Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for all paid time off accrued to date of separation.

19.6 Conversion Option:

In December, Employees may submit an irrevocable election to convert up to 40 hours of paid time off to the City's deferred compensation program or cash to be earned in the next calendar year in taxable compensation in that next 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.. After 15 years, an employee may convert up to 80 hours. After 25 years, an employee may convert up to 120 hours. An Employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient leave during the year. The Employee's supervisor must attest to the existence of the problem. Employees are not able to adjust these submissions during the present year.

## ARTICLE 20 SALARY AND WAGE

Basic monthly rates for the EMPLOYEES covered by the AGREEMENT shall be as follows. Movement through steps will be based upon time served after being promoted to Sergeant.

| Monthly Salary | 1/1/2021 | 12/31/2021 | 1/1/2022 | 7/1/2022 | 1/1/2023 |
|---|---|---|---|---|---|
| Step 1 (Probationary) | $7,795.49 | $7,873.45 | $8,030.92 | $8,111.23 | $8,354.56 |
| Step 2 | $8,202.78 | $8,284.81 | $8,450.50 | $8,535.01 | $8,791.06 |
| Step 3 | $8,448.86 | $8,533.35 | $8,704.02 | $8,791.06 | $9,054.79 |

| | | | | | |
|---|---|---|---|---|---|
| Hourly | 1/1/2021 | 12/31/2021 | 1/1/2022 | 7/1/2022 | 1/1/2023 |
| Step 1 (Probationary) | $ 44.97 | $ 45.42 | $ 46.33 | $ 46.80 | $ 48.20 |
| Step 2 | $ 47.32 | $ 47.80 | $ 48.75 | $ 49.24 | $ 50.72 |
| Step 3 | $ 48.74 | $ 49.23 | $ 50.22 | $ 50.72 | $ 52.24 |

EMPLOYER agrees to deduct and transmit such amounts of an EMPLOYEE'S deferred compensation as EMPLOYEE authorizes and directs in writing.

No EMPLOYEE promoted from Patrol Officer to Sergeant shall be required to take a reduction in pay.

## ARTICLE 21 MISCELLANEOUS PROVISIONS

A. FALSE ARREST INSURANCE

EMPLOYER shall procure and maintain a policy or policies of "False Arrest" insurance, at the City's expense, insuring EMPLOYEE from all claims covered by such policy or policies in the sum of a minimum of one million ($1,000,000) Public Liability.

B. SUPPLEMENTAL RETIREMENT

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.

C. SEVERANCE PAY

(Does not apply to any employee receiving Flex Leave)

After 5 years: 8 hours/year of service; after 10 years: daily wage rate x 12 hours/years of service: OR a percentage of accumulated sick leave, 20% if separation occurs after 10 years but before 15 years; 25% 15 to 20 years; 33 1/3% after 20 years.

D. WAGE MEETINGS, UNION MEETINGS

The EMPLOYER hereby permits UNION officers to attend certain meetings called by

the EMPLOYER for negotiations on duty if the meeting time scheduled for a time when the UNION officer is normally off duty.

When UNION meetings are called, members shall be allowed to attend, subject to calls where police services are required.

## E. WORKING CONDITIONS

The EMPLOYER agrees to make every effort possible to provide safe working conditions by employing adequate manpower and safe equipment.

## F. RESIDENCY

All EMPLOYEES will establish residency at a distance which will allow the EMPLOYEE to reach the City Hall from his or her home by the most direct route by automobile within 30 minutes. The EMPLOYEE shall maintain a telephone in working order in his or her residence at all times.

## G. HOLIDAY PAY

An EMPLOYEE required to work a shift on New Year's Day, Martin Luther King's Day, Presidents' Day, Easter, Memorial Day, 4th of July, Labor Day, Veterans' 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 (1½) times the basic hourly pay rate. However, for hours that are worked in excess of Employee's regularly scheduled shift on a holiday, Employee's 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.

## H. STANDBY PAY

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

I. P.O.S.T. LICENSE

The Employer shall pay the P.O.S.T. license fees for Employees.

J. ON CALL PAY

When the EMPLOYER requires that the Investigative Sergeant be available for work and be able to report for work in less than two hours, the employee shall be compensated at the rate of $25.00 for each day on-call. Employees will forfeit one day of On-Call pay and may be subject to disciplinary action for each day that they are unable to report to work or cannot be located.

## ARTICLE 22 TUITION REFUND

The EMPLOYEE may receive reimbursement for the cost of tuition and required text books for those courses which have a direct relationship to the responsibilities embodied in the employees position classification. EMPLOYEES shall initially make payment for such cost of tuition and required text books but shall be reimbursed upon the submission of a satisfactory grade for the course taken and a paid receipt for the tuition cost. Participating employees shall be required to receive prior department head approval of each course taken in order to be eligible for reimbursement.

## ARTICLE 23 POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

23.1 All members 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.

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

- 1% of gross salary

## ARTICLE 24 ADVANCE RESIGNATION NOTICE PROGRAM

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

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging employees to give the City advance notice of their intent to resign. The purpose of this program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled.[1]

This program is available to regular full-time non-union employees and any regular full-time union employees whose union has adopted this policy into their contract.

[1] The City reserves the right to not replace any employee who resigns or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advanced Notice payment.

In order to be eligible for an Advance Notice payment an employee must give at least 60 days notice before his or her last day of work[2]. The agreement must be signed by both the employee and the City Manager in order to be effective. The City reserves the right to refuse to enter into this agreement with any employee.

The City will provide the following compensation for advance notice:

| | |
|---|---|
| Sixty (60) days: | $325.00 |
| Ninety (90) days: | $600.00 |
| One Hundred and Twenty (120) days: | $925.00 |
| One Hundred and Eighty (180) days: | $1,300.00 |

Payment will be made after the termination date[3].

An employee has ten (10) days from the date they sign the agreement to rescind the decision. After this, it is not possible for an employee to change their mind about resigning. There will no longer be a position available after the agreed upon termination date. Refusing the Advance Notice payment will not void the agreement.

If any other union or non-union employees receive any increase to the advance resignation program, the increase will be applicable to all members of the bargaining unit.

**ARTICLE 25 DURATION**

This AGREEMENT shall be retroactive effective January 1, 2021 and shall remain in full force and effect until the thirty-first day of December 2023, inclusive. In witness whereof, the parties have executed this AGREEMENT on the 5th Day of April, 2022.

| FOR THE CITY OF HOPKINS | FOR L.E.L.S., LOCAL #171: |
|---|---|
| _____ | _____ |
| _____ | _____ |

[2] The last day of work is defined, for this program, as the last day that an employee will be actively working for the City. The employee may use accumulated vacation or flex leave to extend his or her termination date, which is defined as the last day the employee is on the payroll.
[3] Payments are subject to taxation.

**APPENDIX I**
**EDUCATIONAL INCENTIVE PLAN**

CITY OF HOPKINS POLICE DEPARTMENT

The increasing complexity of police activities dictates that steps be taken by all local police departments to encourage police officers to continue their formal education and attract to the force individuals with strong academic backgrounds. Acknowledging this need, the Hopkins City Council has funded an educational incentive program for police officers for college credits and classroom work in police science. This memorandum outlines the rules and regulations of this program.

Features of Educational Incentive Program

1. There will be no minimum number of credits needed to qualify for educational incentive pay.

2. An officer must complete one year on the Hopkins Police Department before educational incentive pay can be earned.

3. The basic POST certification must be completed to qualify, and the hours for this schooling apply toward the educational payment.

4. The records and transcripts of the work for which eligibility is requested will be reviewed and approved or disapproved by the Police Chief, and certified to the City Manager on January 1, of each year, for that year.

5. Minimum passing grade will be the passing grade of the University or training school.

6. There will be no limit on the number of years having passed since the course was taken.

7. Once an EMPLOYEE receives a degree, all the credits required to obtain that degree shall qualify for payment.

**APPENDIX 2**

# Drug and Alcohol Testing Agreement

## 1. PURPOSE

1.01 The purpose of this policy is to provide written guidelines in compliance with MN Statutes 181.950-181.957 for requesting or requiring employees or job applicants to undergo drug and/or alcohol testing.

## 2. DEFINITIONS

2.01 For purposes of this policy, the following definitions will apply:

a. "City" means the City of Hopkins.
b. "Commissioner" means the Commissioner of the Minnesota Department of Health.
c. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 181.953, Subd. 1, as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
d. "Drug" means a controlled substance as defined in MN Stat. 152.01, Subd. 4.
e. "Drug and alcohol testing", "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample approved by the Commissioner under MN Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
f "Employer" means the City Manager and anyone appointed by the City Manager to a regular position with the City who is paid through the City's payroll system.
g. "Initial screening test" means a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 18 1.953, Subd. 1, as being capable of providing data as to general classes of drugs, alcohol, or their metabolites.
h. "Job applicant" means a person who applies to become an employee of the City and has received a job offer made contingent on the person passing drug testing.
i. "Medical Review Officer" means the individual at Park Nicollet who will receive all laboratory results.
j. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested by a confirmatory test in levels at or above the threshold detection levels set by the Department of Health rules. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .05.
k. "Reasonable suspicion", means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
1. "Threshold detection level" means the level at which the presence of a drug, drug metabolite, or alcohol can be reasonably expected to be detected by a confirmatory test by a certified laboratory.

## 3. CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR.

3.01 Drug testing is required for all job applicants, as defined in Section 2.01 of this policy.

3.02 Drug and alcohol testing may be requested or required during on duty hours if the city has a reasonable suspicion that a current employee:

a. Is under the influence of drugs or alcohol; or
b. Has violated the City's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the City's premises or operating the City's vehicle, machinery, or equipment; or
c. Has sustained or caused another person to sustain substantial bodily harm or greater (as defined in Minnesota Statutes 609.02, subdivision 7a); or
d. Has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work related accident.
e. Employees who have been referred by the City for chemical dependency treatment or evaluation or who are participating in a chemical dependency treatment program as a result of a positive drug or alcohol test or is participating in a chemical dependency treatment program under an employee benefit plan. Such employees will be required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.
f. Has discharged a firearm other than (a) on a target range, or (b) while conducting authorized ballistics tests, or (c) as authorized by Hopkins Police Department General Order 101.21 concerning destruction of animals.

## 4. CITY REQUIREMENTS AND PROCEDURES

4.01 The City will post and maintain a notice in appropriate and conspicuous locations at its facilities that this policy has been adopted and that copies are available for inspection at specified locations.

4.02 The City will use a facility for drug and/or alcohol testing which has been licensed by the Department of Health.

4.03 Before a job applicant or employee is required to submit to an alcohol and/or drug test, the City will provide a form on which shall:
a. indicate whether the employee or job applicant has seen the City's drug and alcohol testing policy, and
b. indicate that the employee or job applicant consents or does not consent to the drug test. Failure to sign the consent form means that the employee or job applicant refuses to submit to an alcohol and/or drug test.

4.04 The City's designated laboratory will automatically perform a confirmatory test on all samples that test positive. No adverse personnel action will be taken based on an initial screening test that has not been verified by a confirmatory test.

4.05 Within three business days of the City's receipt of the results, the City will notify the employee or job applicant of the results of the alcohol and drug test and of the individuals rights specified in Sections 6 and 7 below and MN Statute 181.953, Subd. 10 and 11.

## 5. RIGHTS OF EMPLOYEES AND JOB APPLICANTS TO REFUSE TESTING

5.01 Applicants. If a job applicant for an affected position refuses to submit to a drug test, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.

5.02 Employees. Employees who refuse to submit to an alcohol and/or drug test under the circumstances enumerated in this policy may be subject to discipline up to and including dismissal.

## 6. EFFECT OF POSITIVE CONFIRMATORY TEST

6.01 Applicants. If a job applicant for an affected position tests positive on a confirmatory test for drugs, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.

6.02 Employees. Employees who test positive for alcohol and/or drugs for the first time, will be given the opportunity to enter a City-approved drug and/or alcohol counseling or rehabilitation program at the individual's own expense or through the employee's health care provider. The City will consult with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency before approving a program. Employees who refuse to enter or fail to complete a program, may be dismissed.

Employees who elect to enter a program will be required to submit to alcohol and or drug testing every six months. An employee who tests positive or refuses to submit to a test during the first two years following entrance to such a program will be dismissed immediately. This requirement for testing shall only apply to employees who enter such a program as a result of a positive drug or alcohol test.

6.03 Explained Results. If a positive confirmatory test is caused by a drug prescribed for the employee or an over the counter substance consumed in accordance with instructions, the City will not take disciplinary action toward an employee or withdraw a job offer. However, if the substance significantly impairs the employee's ability to perform assigned duties or creates a safety risk, the City may reassign the employee to a position whose duties can be safely and adequately performed, if one is available, or place the employee on sick leave.

## 7. EMPLOYEE AND JOB APPLICANT RIGHTS AFTER A TEST

7.01 If an employee or job applicant tests positive for drug use, the employee shall be given written notice of the right to explain the positive test and the City may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of; or explanation for, a positive test result.

7.02 Within five days after receiving notification of a positive test result, an individual may submit any information to explain the result and request in writing a confirmatory retest of the original sample at the employee's or job applicant's own expense. No adverse personnel action will be taken if the confirmatory retest does not confirm the original test.

7.03 An employee or job applicant may request and receive from the City, a copy of the drug or alcohol test result report.

## 8. APPEAL PROCEDURE.

8.01 Employees may appeal decisions made by the City under this policy through the remedies available through their collective bargaining units. Employees, who are not represented by a collective bargaining unit, may appeal decisions through remedies available in the City's personnel policy. The City will not retaliate against an employee for pursuing an appeal or the other remedies provided in Minn. Stat. 181.956. An employee may also appeal under the Veteran's Preference Act, if eligible.

## 9. MISCELLANEOUS.

9.01 The City's designated laboratory shall disclose test result data only to the City Manager or the Assistant City Manager of the City of Hopkins.

9.02 Test result reports and other data acquired by the City in the drug or alcohol testing process is private data on individuals pursuant to Minnesota Statutes. The City will disclose the information internally to management and confidential employees with a need to know and to the tested individual. The information will not be released to any third party without the written consent of the tested individual except under the following circumstances.

a. The data may be used in an arbitration proceeding pursuant to a collective bargaining agreement, a veteran's preference hearing, other applicable state or local law, or a judicial proceeding, provided that the information is relevant to the hearing or proceeding.
b. The information may be disclosed to a federal agency or other unit of the United States government as required by federal law, regulation, order, or contract.
c. The information may be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

9.03 Positive tests result from the City's drug or alcohol testing program will not be used as

evidence in a criminal action against an employee or job applicant.

9.04 The City may suspend an employee requested to submit to testing if the City believes that it is reasonably necessary for the protection of the individual, other employees, or the public. The suspension will be with pay pending receipt of the test result, unless the employee has violated a city policy or work rule that justifies a suspension without pay regardless of the test result. In lieu of suspension, the City may temporarily transfer the employee to another position at the same rate of pay. Positive test results will be handled in accordance with Section 5, Effect of Positive Confirmatory Test, of this Policy. It shall be the responsibility of the City Manager to determine the date a suspended employee may return to work.

9.05 The City Manager shall be responsible for implementing this policy.

Revised: January 2002

April 5, 2022 Council Report 2022-033

# REQUEST FOR PROPOSALS – 102 10TH AVENUE NORTH

## Proposed Action

Staff recommends adoption of the following motion: Move to approve the Request for Proposals (RFP) for 102 10th Avenue North.

With this motion, the RFP will be advertised.

## Overview

The City of Hopkins owns the property at 102 10th Avenue North, currently used as a municipal parking lot. It serves as free parking for employees and customers of downtown Hopkins and recently as a temporary park and ride location for Metro Transit. The lot is underutilized for parking and at the January 7, 2022 goal setting session of the Hopkins City Council, support was shown for soliciting proposals for a development on this site. Additional discussion was held at the February 15 and March 15, 2022 City Council meetings, which gave further direction for the desired development. Based on the last discussion, a statement that the City of Hopkins strongly encourages affordable homeownership proposals for households earning 60-80% of the area median income was added to the Development Vision statement, a height limit of 36 feet was incorporated and maximize tax base was changed to grow tax base as a goal.

There has been interest shown in this site from both residential and commercial developers in the past and developing the site is in conformance with the goals of growing the City's tax base, supporting transit investment, and better utilization of land.

The intent of issuing a RFP is to explore the current options for development that exist in the private sector and determine if there is an opportunity that has greater community benefits than its current use. The City/HRA is not obligated to sell the property to any of the responders to the RFP.

## Primary Issues to Consider

There is little risk in issuing the RFP in that it does not obligate the City of Hopkins to sell the property.

## Supporting Information

- Request for Proposals for 102 10th Avenue North

_____
Kersten Elverum
Director of Planning & Development

Financial Impact: $0 Budgeted: Y/N ____ Source: _____
Related Documents (CIP, ERP, etc.): _____
Notes: _____

# Request for Development Proposals

# Issued by the City of Hopkins/Hopkins Housing & Redevelopment Authority

## 102 10th Avenue North, Hopkins, MN




| Estimated RFP Schedule | |
|---|---|
| Request for Proposals Issued | April 6, 2022 |
| Proposal Deadline | June 3, 2022 |
| Proposal Review | June 14, 2022 |
| Proposer Interviews | TBD |
| Developer Selected | TBD |

The City of Hopkins reserves the right to extend, modify or terminate the above schedule and/or process.

## PROPOSAL INFORMATION

**Complete proposals are due by 4 pm on May 18, 2022.**

Send proposals to:

Kersten Elverum
Director of Planning & Development
City of Hopkins
1010 First Street South
Hopkins, MN 55343

Questions regarding this RFP should be directed to:

Kersten Elverum
Director of Planning & Development
952-548-6340
kelverum@hopkinsmn.com

Jan Youngquist
Community Development Coordinator
952-548-6343
jyoungquist@hopkinsmn.com

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## OPPORTUNITY STATEMENT

The City of Hopkins/Hopkins Housing and Redevelopment Authority (HRA) is soliciting proposals for development on the City-owned site currently referred to as Lot #800. Today it serves as a free parking lot for transit riders on Metro Transit and to support parking for Hopkins' downtown. It is underutilized for this purpose and the City is interested in maximizing its use and value by facilitating private development on the site.

## DEVELOPMENT VISION

The Hopkins HRA seeks an experienced and qualified developer to construct a transit-supportive development on a rare infill site adjacent to Hopkins historic downtown.

The Hopkins HRA seeks proposals for development that would support the following City goals:

- Grow the tax base
- Provide employment and/or housing opportunities. Affordable homeownership proposals for households earning 60-80% of the area median income are strongly encouraged.
- Support the economy of Downtown Hopkins
- Support ridership on the Metro Green Line Extension
- Create a welcoming gateway to Hopkins from the Lake Minnetonka LRT Regional Trail

- Provide appropriate transition from the historic downtown to the Avenues neighborhood

*Ideally* a successful team will meet the following design goals:

- Provide structured automobile parking in order to minimize surface parking
- Support numerous multi-modal opportunities including biking, walking, electric vehicles, transit and car sharing
- Provide green space for both public and private use
- Include attractive architecture that compliments the surrounding neighborhood and if a commercial use, establishes the design aesthetic for future commercial uses in the area
- Incorporate many sustainable elements into the building and site design
- Eliminate at least one access point into the site from a main road

For a proposed housing development, the HRA is interested in:

- Maximizing the number of housing units within the 2.5 story/36 feet limit
- Providing ownership opportunities

For a commercial development proposal, the expectation would be:

- Businesses that would bring living wage jobs
- Compatibility in use and design with the surrounding single family homes
- Maximum height of 2-stories/36 feet

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## SITE AND BACKGROUND INFORMATION

### Property Description

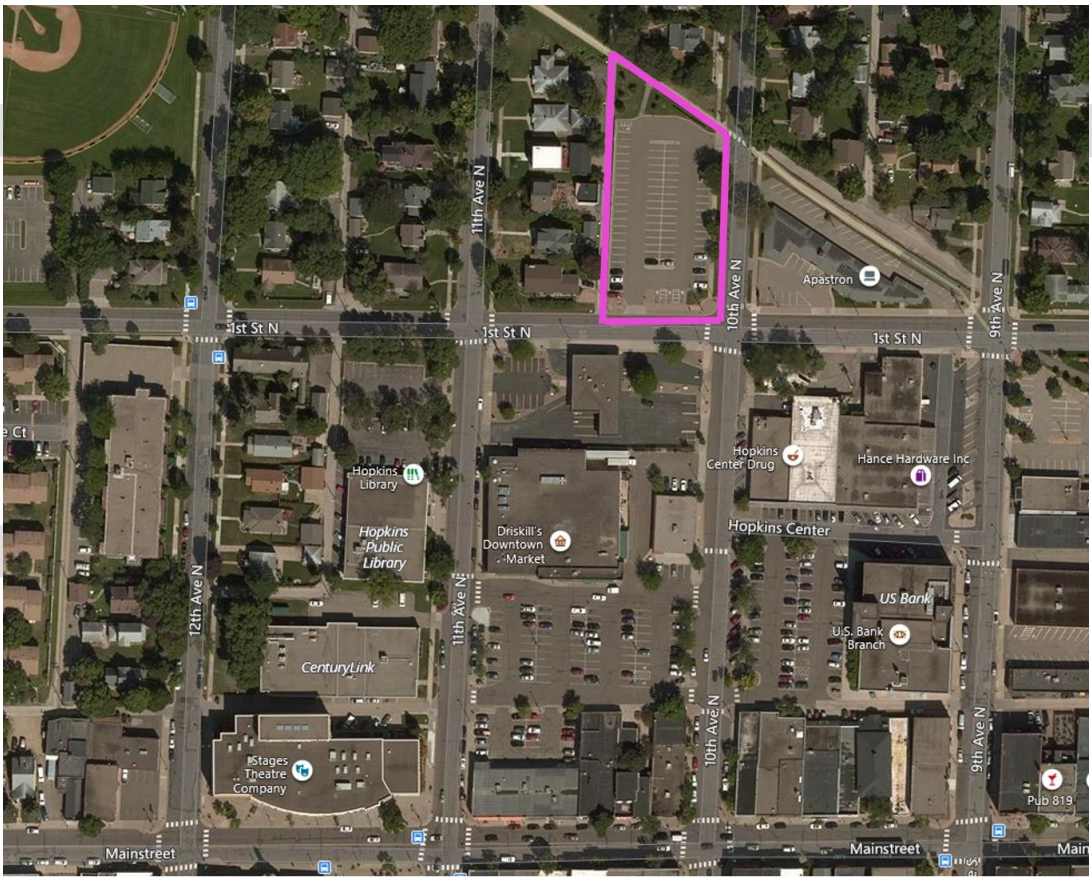
Lot #800 is located at the northwest corner of the intersection of 10th Avenue North and 1st Street North in Hopkins. The north property line is adjacent to the Lake Minnetonka LRT Regional Trail. Surrounding uses include single family homes on the north and west, and one-story commercial uses on the south and east. Today the site consists mostly of bituminous pavement with a small grass and tree-covered area on the north end where it abuts the Lake Minnetonka LRT Regional Trail.

The property consists of three parcels totaling .69 acres or 30,328 square feet, and is owned by the City of Hopkins. The Hennepin County Property Identification Numbers for the three parcels are:

- 2411722310095
- 2411722310094

- 2411722310002

The site is located on the northern edge of Hopkins historic downtown, known for its interesting mix of locally-owned businesses and restaurants. Downtown Hopkins features a wide variety of amenities including a seasonal farmer's market, outdoor concerts, the Hopkins Center for the Arts, Hennepin County Library, Driskill's grocery store, Hance Hardware, Center Drug, and numerous restaurants and bars, making downtown one of most walkable and convenient places to live and work in the metro area.




**Access, Connections & Transportation**

<u>Access</u>

In an effort to improve the pedestrian and bike experience in and near the site, proposers should plan to eliminate a vehicle access; either off 1st Street North or 10th Avenue North. The west alley can be used as a secondary access to the site.

Sidewalks

Currently sidewalk exists on the east side of the property and must be replaced as part of development of the site.

Regional Trail

The site is adjacent to the Lake Minnetonka LRT Regional Trail, a popular recreational and commuter trail that hosts an estimated 640,000 annual visits. Traveling northwest, trail users travel through Minnetonka, Excelsior and Victoria. To the southeast, this multi-use regional trail connects trail users to a separated bikeway on the Artery at 8th Avenue, which connects to the Minnesota River Bluffs LRT Regional Trail going west and the Cedar Lake LRT Regional Trail to the east.

METRO Green Line Extension

The Downtown Hopkins LRT Station on the METRO Green Line is located within a 10-minute walk from the site. Enhanced connections via the Artery make the walk easy and enjoyable. The METRO Green Line Extension is a 14.5 mile extension of the METRO Green Line from Minneapolis to Eden Prairie. METRO Green Line Extension will provide a one-seat ride to downtown Minneapolis, the University of Minnesota, the State Capital and downtown St. Paul to the east, as well as major employment centers including the Opus Business Park, the United Health Optum campus and the Golden Triangle to the west. When completed, the Extension will be part of an integrated system of transit ways, including connections to the METRO Blue Line, which includes the MSP Airport and Mall of America, the proposed METRO Blue Line Extension, Northstar Commuter Rail Line and many major bus routes.

It is anticipated that the METRO Green Line Extension will be operational in 2027.

Bus Transit

The site is conveniently located with 2 blocks of bus stops for Metro Transit routes 612 and 615. Route 612 travels between the Uptown Transit Center in Minneapolis, through St. Louis Park and Hopkins to the Opus Business Park in Minnetonka. Route 615 travels from the Excelsior & Grand development in St. Louis Park, through Hopkins, to Ridgedale Mall in Minnetonka.

## LAND USE

Comprehensive Plan

The site was identified as a possible redevelopment area in the 2040 Comprehensive Plan and guided as Downtown Center with a density of 20-100 dwelling units/acre. The Downtown Center future land use category calls for moderate density mixed use development designed to complement and enhance the existing development pattern and support the public investment

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in transit. Generally, the Downtown Center future land use category recommends development to be a mix of 25% commercial and 75% residential although different mix percentages will be considered.

Zoning

The subject property is currently zoned R-4, Medium High Density Multiple Family. However, the City of Hopkins is in the process of a comprehensive review and update of the City's zoning regulations and it is anticipated that the zoning of this property will change. The working draft of the new zoning regulations assigns an RX-N, Residential Office Mix zoning classification; however, the draft zoning has yet to be finalized and approved by the City Council. If the preferred proposal applies for land use entitlements prior to the new code being adopted, the City will likely support the use of Planned Unit Development (PUD) zoning to achieve the goals identified for the site.

The proposed RX-N zone is intended for locations along corridors and neighborhood edges where residential, office and limited commercial uses can mix comfortably in a walkable environment. Draft development standards are summarized in the table below.

| **Draft RX-N Development Standards** | |
|---|---|
| **Category** | **Standard** |
| Height | 1-2.5 stories |
| Front Setback | 5'-15' |
| Side Setback | 5'-10' |
| Rear Setback | 10'-20' |
| Hard Surface Coverage | 60%-70% |
| Vehicle and Bicycle Parking | • Surface allowed behind building but enclosed parking is preferred<br>• Office - 1/400 square feet<br>• Residential – Based on unit/bedroom count<br>• Reduced parking standards may be considered for affordable housing<br>• Bicycle Parking – 1.1/unit (residential)<br>• Office – 1/4,000 square feet |

Environmental

A Phase I Environmental Site Assessment (ESA) was prepared for the property in August 2019. The site was previously developed as single family homes, which were demolished in the mid-1970s. The site was paved for parking by 1984. The Phase I ESA revealed no evidence of

recognized environmental conditions, historical recognized environmental conditions or controlled recognized conditions in connection with the property.

Storm Water Management

Development must meet the storm water management requirements of the city and the Nine Mile Creek Watershed District, the regulatory agency for storm water and erosion control permitting.

Utility Connections

An existing 8" sanitary sewer main and 6" watermain are located within 10th Avenue North. Storm sewer is located to the north and west of the site. 10th Avenue North is in the 5-year capital improvement plan for reconstruction and utility mainline capacity upgrades are possible at that time.

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## CITY POLICIES FOR DEVELOPMENT

Affordability

The City is interested in creating more affordable housing opportunities within the City and increasing owner-occupied housing choices. Proposals for housing that include affordable ownership opportunities are strongly desired.

Public Assistance

It is the desire of the City of Hopkins to receive fair market value for the property and not provide a subsidy for development unless the project demonstrates clear, significant community benefits.

Sustainability

The intention is for the selected development to incorporate many sustainable elements so that it serves as a model for future development, with a focus on alternative and/or reduced energy use. Electric vehicle charging stations are expected. Building certification through Energy Star of similar program is desired.

## RFP SUBMISSION AND SELECTION PROCESS

Proposal Content

Proposal responses should demonstrate clearly and accurately the capabilities, knowledge, experience and capacity of the development team to meet the requirements of the RFP and proposed project.

**Respondents must submit three hard copies, and one digital file of their proposal containing the following information:**

- A cover page including the following information:
  - Developer/team's name and mailing address
  - Name, mailing address, telephone number and email address of the primary contact person
  - Signature of authorized representative of responding developer or team

- Letter of Intent to purchase the property including the offered amount. It is the expectation of the HRA to sell the property for fair market value.

- Identification and qualifications of the development team including architect, engineering firm and contractor (if known). Please indicate any women or minority-owned companies involved with the project and the percent of the overall budget their work represents.

- List of two or more development projects of similar nature or scale.

- Brief narrative that describes the proposed project and how it meets or exceeds the city's vision and development objectives.

- Preliminary Site Plan

- Conceptual building elevations and renderings to illustrate the proposed project

- List of project components, stories, square footages, and building materials. If you are proposing a residential development include the unit mix, number of affordable units available at 30, 50, 60 & 80% AMI.

- Estimated project construction cost

- Project's estimated economic benefits including total market value of development, BIPOC hiring plans, and overall employment potential

- Project's community benefits resulting from the project such as affordability, connections and support of surrounding uses, advancement of racial equity and inclusion, public spaces and amenities, landscaping and public art

- List of environmentally-sustainable elements incorporated into the project

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- Projected timeline for land use approvals, purchase of site and construction of project
- Developer's current legal status: corporation, partnership, sole proprietor, etc. and supporting evidence of financial ability to complete project
- Description of how you will interact with the community to assure your project addresses their needs and concerns
- Any other information that is critical to the city's ability to evaluate the proposal

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# CITY OF HOPKINS

**FINANCE DEPARTMENT**

# MEMORANDUM

Date: March 31, 2022

To: Honorable Mayor and Members of the City Council

From: Nicholas Bishop, Finance Director

Subject: Ratify Checks Issued in March 2022

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The checks issued between February 25, 2022 and March 31, 2022 were number 126156 through 126482, for a total distribution of $2,784,634.48.

The checks issued, along with the purpose for those payments are attached for your review.

The check registers and detail of those checks can be reviewed at any time in the Finance Department.

# Accounts Payable

## Checks by Date - Summary by Check Date

User: jthoennes
Printed: 3/30/2022 12:45 PM




| Check No | Vendor No | Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|---|---|
| 126156 | 26320 | ZIEGLER, INC | 02/24/2022 | 0.00 | 673.98 |
| | | | Total for 2/24/2022: | 0.00 | 673.98 |
| 126157 | 28422 | ADVANCED IMAGING SOLUTIONS | 03/03/2022 | 0.00 | 4,785.41 |
| 126158 | 01328 | AIRGAS USA | 03/03/2022 | 0.00 | 172.62 |
| 126159 | 01493 | AMERICAN PRESSURE, INC | 03/03/2022 | 0.00 | 770.20 |
| 126160 | 30933 | ANCHOR SOLAR INVESTMENTS LLC | 03/03/2022 | 0.00 | 1,786.30 |
| 126161 | 30660 | PATRICIA MAUREEN ANDERSON | 03/03/2022 | 0.00 | 175.00 |
| 126162 | 28600 | APPLE VALLEY FORD LINCOLN | 03/03/2022 | 0.00 | 1,196.84 |
| 126163 | 02031 | B & W SPECIALTY COFFEE CO | 03/03/2022 | 0.00 | 373.75 |
| 126164 | 14571 | BLUE TARP FINANCIAL INC | 03/03/2022 | 0.00 | 79.99 |
| 126165 | 29416 | CDW GOVERNMENT | 03/03/2022 | 0.00 | 6,559.30 |
| 126166 | 29416 | CDW GOVERNMENT | 03/03/2022 | 0.00 | 504.00 |
| 126167 | 03160 | CENTERPOINT ENERGY MINNEGASC( | 03/03/2022 | 0.00 | 36.50 |
| 126168 | 28430 | CENTURY LINK | 03/03/2022 | 0.00 | 686.95 |
| 126169 | 30127 | CINTAS CORPORATION NO. 2 | 03/03/2022 | 0.00 | 156.92 |
| 126170 | 30038 | CIVICPLUS, INC. | 03/03/2022 | 0.00 | 1,996.90 |
| 126171 | 26951 | COMCAST | 03/03/2022 | 0.00 | 404.74 |
| 126172 | 26951 | COMCAST | 03/03/2022 | 0.00 | 106.01 |
| 126173 | 26951 | COMCAST | 03/03/2022 | 0.00 | 152.42 |
| 126174 | 26951 | COMCAST | 03/03/2022 | 0.00 | 2.10 |
| 126175 | 26951 | COMCAST | 03/03/2022 | 0.00 | 348.35 |
| 126176 | 30560 | COMPUTER INTEGRATION TECHNOL( | 03/03/2022 | 0.00 | 1,570.50 |
| 126177 | 30321 | CONCRETE SCIENCE LLC | 03/03/2022 | 0.00 | 19,258.75 |
| 126178 | 03640 | CPT SERVICES, INC | 03/03/2022 | 0.00 | 5,946.64 |
| 126179 | UB*00741 | KURT DETER | 03/03/2022 | 0.00 | 29.73 |
| 126180 | UB*00740 | CONNOR DRUMMOND | 03/03/2022 | 0.00 | 67.12 |
| 126181 | 28898 | ECM PUBLISHERS INC | 03/03/2022 | 0.00 | 136.85 |
| 126182 | 29520 | ECOLAB | 03/03/2022 | 0.00 | 75.27 |
| 126183 | 05282 | EHLERS AND ASSOCIATES, INC | 03/03/2022 | 0.00 | 5,160.00 |
| 126184 | 05484 | EMBROIDERY SHOP | 03/03/2022 | 0.00 | 244.82 |
| 126185 | 30330 | FAE LSE 6 LLC | 03/03/2022 | 0.00 | 2,974.65 |
| 126186 | 30601 | FAE LSE 8 LLC | 03/03/2022 | 0.00 | 3,278.31 |
| 126187 | 31229 | KIRI ANN FAUL | 03/03/2022 | 0.00 | 650.00 |
| 126188 | 28628 | FLEETPRIDE INC | 03/03/2022 | 0.00 | 124.72 |
| 126189 | 06455 | FLEXIBLE PIPE TOOL CO | 03/03/2022 | 0.00 | 2,140.00 |
| 126190 | 06567 | FORCE AMERICA | 03/03/2022 | 0.00 | 738.72 |
| 126191 | 30555 | MARGARET GONGOLL | 03/03/2022 | 0.00 | 405.00 |
| 126192 | 07577 | GOODPOINT TECHNOLOGY INC | 03/03/2022 | 0.00 | 4,220.00 |
| 126193 | 30184 | GOVERNMENTJOBS.COM, INC. | 03/03/2022 | 0.00 | 5,270.39 |
| 126194 | 08000 | H & L MESABI | 03/03/2022 | 0.00 | 760.00 |
| 126195 | 31143 | SARA HALPERN | 03/03/2022 | 0.00 | 170.00 |
| 126196 | 08004 | HANCE HARDWARE, INC | 03/03/2022 | 0.00 | 1,297.25 |
| 126197 | 31222 | MATTHEW HEGER | 03/03/2022 | 0.00 | 232.15 |
| 126198 | 08223 | HENNEPIN CTY TREASURER | 03/03/2022 | 0.00 | 268.00 |
| 126199 | 27248 | HENNEPIN CTY TREASURER | 03/03/2022 | 0.00 | 522.00 |

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| 126200 | 08243 | HENNEPIN HEALTHCARE | 03/03/2022 | | 0.00 | 75.00 |
| 126201 | 30048 | RICH HILL | 03/03/2022 | | 0.00 | 500.00 |
| 126202 | 08576 | HOPKINS F.D. RELIEF ASSOC | 03/03/2022 | | 0.00 | 150.00 |
| 126203 | 08576 | HOPKINS F.D. RELIEF ASSOC | 03/03/2022 | | 0.00 | 930.00 |
| 126204 | 09085 | ICMA - ROTH IRA - 706260 | 03/03/2022 | | 0.00 | 1,297.40 |
| 126205 | 13110 | JACK MCCLARD & ASSOC INC | 03/03/2022 | VOID | 7,553.20 | 0.00 |
| 126206 | 30768 | JAMES DUNCAN AND ASSOCIATES IN | 03/03/2022 | | 0.00 | 5,533.10 |
| 126207 | 30269 | JANELLE JASPERS JONES | 03/03/2022 | | 0.00 | 320.00 |
| 126208 | 11161 | KENNEDY & GRAVEN, CHARTERED | 03/03/2022 | | 0.00 | 13,082.68 |
| 126209 | UB*00738 | NICHOLAS LAWSON | 03/03/2022 | | 0.00 | 111.55 |
| 126210 | 03369 | LEAGUE OF MN CITIES | 03/03/2022 | | 0.00 | 615.00 |
| 126211 | 13012 | MACQUEEN EQUIPMENT INC | 03/03/2022 | | 0.00 | 1,399.66 |
| 126212 | 31214 | MARIA MICHELE MAURER | 03/03/2022 | | 0.00 | 75.00 |
| 126213 | 31186 | STEPHANIE G MCDONALD | 03/03/2022 | | 0.00 | 100.00 |
| 126214 | 13160 | MEDICINE LAKE TOURS | 03/03/2022 | | 0.00 | 747.00 |
| 126215 | 13192 | METROPOLITAN FORD | 03/03/2022 | | 0.00 | 485.18 |
| 126216 | 29177 | RENEE A MEUWISSEN | 03/03/2022 | | 0.00 | 345.00 |
| 126217 | 13275 | MICRO CENTER | 03/03/2022 | | 0.00 | 213.90 |
| 126218 | 30300 | NORDIC SOLAR HOLDCO LLC | 03/03/2022 | | 0.00 | 1,817.26 |
| 126219 | UB*00739 | BOB OLSON | 03/03/2022 | | 0.00 | 77.09 |
| 126220 | 30600 | ROBERT OLSON | 03/03/2022 | | 0.00 | 435.00 |
| 126221 | 15521 | ON SITE COMPANIES | 03/03/2022 | | 0.00 | 693.00 |
| 126222 | 26974 | O'REILLY AUTO PARTS | 03/03/2022 | | 0.00 | 67.77 |
| 126223 | 29468 | PARALLEL TECHNOLOGIES | 03/03/2022 | | 0.00 | 175.00 |
| 126224 | 31120 | REPUBLIC SERVICES INC | 03/03/2022 | | 0.00 | 31,609.69 |
| 126225 | 09084 | ICMA RETIREMENT TRUST- 300824 | 03/03/2022 | | 0.00 | 2,781.22 |
| 126226 | UB*00742 | DOMINICK ROSARIO | 03/03/2022 | | 0.00 | 62.41 |
| 126227 | 19117 | SCHERER BROS. LUMBER CO. | 03/03/2022 | | 0.00 | 90.06 |
| 126228 | 19520 | SNAP PRINT INC | 03/03/2022 | | 0.00 | 99.46 |
| 126229 | 29115 | MANUEL SOTELO | 03/03/2022 | | 0.00 | 575.00 |
| 126230 | 30091 | RAY STAFFORD | 03/03/2022 | | 0.00 | 480.00 |
| 126231 | 19802 | SUBURBAN RATE AUTHORITY | 03/03/2022 | | 0.00 | 1,880.00 |
| 126232 | 30152 | SUPERIOR TECHNOLOGY GROUP | 03/03/2022 | | 0.00 | 2,835.00 |
| 126233 | 29254 | TARGETSOLUTIONS LEARNING LLC | 03/03/2022 | | 0.00 | 1,000.00 |
| 126234 | 29152 | THE STANDARD LIFE INS | 03/03/2022 | | 0.00 | 2,868.55 |
| 126235 | 29152 | THE STANDARD LIFE INS | 03/03/2022 | | 0.00 | 2,849.05 |
| 126236 | 31231 | JOHN THOM | 03/03/2022 | | 0.00 | 175.00 |
| 126237 | 29708 | TOXALERT INTERNATIONAL INC. | 03/03/2022 | | 0.00 | 125.00 |
| 126238 | 20687 | TRI-STATE BOBCAT INC | 03/03/2022 | | 0.00 | 211.70 |
| 126239 | 20892 | TWIN CITY HARDWARE INC | 03/03/2022 | | 0.00 | 448.63 |
| 126240 | 03440 | ULTIMATE SAFETY CONCEPTS INC | 03/03/2022 | | 0.00 | 747.83 |
| 126241 | 22002 | VALLEY-RICH COMPANY, INC | 03/03/2022 | | 0.00 | 24,897.93 |
| 126242 | 29466 | VERIZON WIRELESS | 03/03/2022 | | 0.00 | 1,121.54 |
| 126243 | 29475 | VERIZON WIRELESS | 03/03/2022 | | 0.00 | 105.03 |
| 126244 | 30017 | VERIZON WIRELESS | 03/03/2022 | | 0.00 | 3,364.63 |
| 126245 | 22563 | VOSS LIGHTING | 03/03/2022 | | 0.00 | 782.05 |
| 126246 | 28123 | WRAP CITY GRAPHICS INC | 03/03/2022 | | 0.00 | 112.50 |
| 126247 | 25080 | XCEL ENERGY | 03/03/2022 | | 0.00 | 1,689.63 |
| 126248 | 25080 | XCEL ENERGY | 03/03/2022 | | 0.00 | 710.26 |
| 126249 | 25080 | XCEL ENERGY | 03/03/2022 | | 0.00 | 1,132.92 |
| 126250 | 26320 | ZIEGLER, INC | 03/03/2022 | | 0.00 | 1,193.88 |
| | | | Total for 3/3/2022: | | 7,553.20 | 189,029.73 |
| 3082022 | 29950 | CREDIT CARD - WELLS FARGO | 03/08/2022 | | 0.00 | 39,969.51 |
| | | | Total for 3/8/2022: | | 0.00 | 39,969.51 |

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| 126253 | 30933 | ANCHOR SOLAR INVESTMENTS LLC | 03/10/2022 | 0.00 | 1,276.26 |
| 126254 | 30933 | ANCHOR SOLAR INVESTMENTS LLC | 03/10/2022 | 0.00 | 423.11 |
| 126255 | 02047 | BADGER METER INC | 03/10/2022 | 0.00 | 224.34 |
| 126256 | 27822 | BRADS PRO AUDIO | 03/10/2022 | 0.00 | 500.00 |
| 126257 | 29416 | CDW GOVERNMENT | 03/10/2022 | 0.00 | 1,650.00 |
| 126258 | 31026 | CHECKPOINT WELDING AND FABRIC | 03/10/2022 | 0.00 | 1,170.00 |
| 126259 | 28981 | CHESTNUT CAMBRONNE PA | 03/10/2022 | 0.00 | 15,467.73 |
| 126260 | 29342 | CITY OF MINNETONKA | 03/10/2022 | 0.00 | 8,847.04 |
| 126261 | 03800 | CULLIGAN - METRO | 03/10/2022 | 0.00 | 101.25 |
| 126262 | 28747 | CULLIGAN BOTTLED WATER CO | 03/10/2022 | 0.00 | 149.60 |
| 126263 | 04690 | DRISKILLS FOODS | 03/10/2022 | 0.00 | 104.24 |
| 126264 | 05484 | EMBROIDERY SHOP | 03/10/2022 | 0.00 | 246.96 |
| 126265 | 27569 | EMERGENCY AUTOMOTIVE TECHNOI | 03/10/2022 | 0.00 | 4,116.78 |
| 126266 | 29006 | ENTERPRISE FLEET MANAGEMENT | 03/10/2022 | 0.00 | 3,197.25 |
| 126267 | 07564 | GOPHER STATE ONE-CALL, INC | 03/10/2022 | 0.00 | 59.40 |
| 126268 | 07681 | GRAINGER, INC | 03/10/2022 | 0.00 | 32.99 |
| 126269 | 29748 | HENNEPIN COUNTY PUBLIC WORKS - | 03/10/2022 | 0.00 | 10,351.74 |
| 126270 | 08166 | HENNEPIN CTY TREASURER | 03/10/2022 | 0.00 | 3,357.00 |
| 126271 | 08179 | HENNEPIN CTY TREASURER | 03/10/2022 | 0.00 | 2,005.98 |
| 126272 | 08186 | HENNEPIN CTY TREASURER | 03/10/2022 | 0.00 | 87.00 |
| 126273 | 08223 | HENNEPIN CTY TREASURER | 03/10/2022 | 0.00 | 8,755.40 |
| 126274 | 08401 | HILDI INC | 03/10/2022 | 0.00 | 4,050.00 |
| 126275 | 08336 | HIRSHFIELDS | 03/10/2022 | 0.00 | 53.98 |
| 126276 | 09578 | INNOVATIVE OFFICE SOLUTIONS | 03/10/2022 | 0.00 | 606.37 |
| 126277 | 12009 | J. H. LARSON COMPANY | 03/10/2022 | 0.00 | 515.12 |
| 126278 | 31230 | JACK DOHENY COMPANIES INC | 03/10/2022 | 0.00 | 7,553.20 |
| 126279 | 30747 | KORTERRA INC | 03/10/2022 | 0.00 | 1,500.00 |
| 126280 | 12160 | LEAGUE OF MN CITIES | 03/10/2022 | 0.00 | 175,046.00 |
| 126281 | 29529 | LEXISNEXIS RISK SOLUTIONS | 03/10/2022 | 0.00 | 182.12 |
| 126282 | 30145 | ZACH LUNDBERG | 03/10/2022 | 0.00 | 1,800.00 |
| 126283 | 13012 | MACQUEEN EQUIPMENT INC | 03/10/2022 | 0.00 | 118,888.46 |
| 126284 | 30179 | MEDIANEWS GROUP, INC. | 03/10/2022 | 0.00 | 1,895.42 |
| 126285 | 13207 | MENARDS | 03/10/2022 | 0.00 | 461.91 |
| 126286 | 13179 | METROPOLITAN COUNCIL | 03/10/2022 | 0.00 | 141,536.23 |
| 126287 | 30363 | MINNEAPOLIS OXYGEN COMPANY | 03/10/2022 | 0.00 | 68.21 |
| 126288 | 31189 | MINNEAPOLIS REGIONAL CHAMBER | 03/10/2022 | 0.00 | 75.00 |
| 126289 | 13354 | MN BENEFIT ASSOCIATION | 03/10/2022 | 0.00 | 37.18 |
| 126290 | 13375 | MN DEPT OF HEALTH | 03/10/2022 | 0.00 | 8,590.00 |
| 126291 | 14011 | NATIONAL LEAGUE OF CITIES | 03/10/2022 | 0.00 | 1,604.00 |
| 126292 | 15521 | ON SITE COMPANIES | 03/10/2022 | 0.00 | 68.00 |
| 126293 | 26974 | O'REILLY AUTO PARTS | 03/10/2022 | 0.00 | 15.98 |
| 126294 | 16035 | PACE ANALYTICAL SERVICES INC | 03/10/2022 | 0.00 | 913.75 |
| 126295 | 16801 | PUMP & METER SERVICE, INC | 03/10/2022 | 0.00 | 478.00 |
| 126296 | 17806 | QWEST CORP | 03/10/2022 | 0.00 | 60.42 |
| 126297 | 18164 | RED WING BUSINESS ADVANTAGE AC | 03/10/2022 | 0.00 | 431.98 |
| 126298 | 19117 | SCHERER BROS. LUMBER CO. | 03/10/2022 | 0.00 | 126.48 |
| 126299 | 29279 | SOME'S WORLD-WIDE UNIFORMS INC | 03/10/2022 | 0.00 | 113.00 |
| 126300 | 30776 | SONG GUIDE LLC | 03/10/2022 | 0.00 | 2,000.00 |
| 126301 | 29200 | SPRINGBROOK SOFTWARE INC | 03/10/2022 | 0.00 | 1,288.50 |
| 126302 | 19777 | STREICHERS | 03/10/2022 | 0.00 | 2,246.72 |
| 126303 | 31232 | THE ROBERT CRAY BAND | 03/10/2022 | 0.00 | 11,000.00 |
| 126304 | 29152 | THE STANDARD LIFE INS | 03/10/2022 | 0.00 | 2,849.05 |
| 126305 | 30093 | TRANSUNION RISK AND ALTERNATIV | 03/10/2022 | 0.00 | 253.00 |
| 126306 | 31233 | SCOTT WARYAN | 03/10/2022 | 0.00 | 376.34 |

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| 126307 | 28123 | WRAP CITY GRAPHICS INC | 03/10/2022 | 0.00 | 115.00 |
| 126308 | 26320 | ZIEGLER, INC | 03/10/2022 | 0.00 | 599.00 |
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| 126309 | 01600 | APACHE GROUP | 03/17/2022 | 0.00 | 1,653.40 |
| 126310 | 02162 | BECKER ARENA PRODUCTS, INC | 03/17/2022 | 0.00 | 142.88 |
| 126311 | 02563 | BOLTON & MENK, INC | 03/17/2022 | 0.00 | 10,980.00 |
| 126312 | 03160 | CENTERPOINT ENERGY MINNEGASC( | 03/17/2022 | 0.00 | 22,642.12 |
| 126313 | 30127 | CINTAS CORPORATION NO. 2 | 03/17/2022 | 0.00 | 134.23 |
| 126314 | 26951 | COMCAST | 03/17/2022 | 0.00 | 135.97 |
| 126315 | 30560 | COMPUTER INTEGRATION TECHNOL( | 03/17/2022 | 0.00 | 202.20 |
| 126316 | 31032 | COVERALL NORTH AMERICA | 03/17/2022 | 0.00 | 3,879.50 |
| 126317 | 31032 | COVERALL NORTH AMERICA | 03/17/2022 | 0.00 | 1,544.00 |
| 126318 | 03800 | CULLIGAN - METRO | 03/17/2022 | 0.00 | 216.00 |
| 126319 | 28898 | ECM PUBLISHERS INC | 03/17/2022 | 0.00 | 779.45 |
| 126320 | 05282 | EHLERS AND ASSOCIATES, INC | 03/17/2022 | 0.00 | 12,000.00 |
| 126321 | 31235 | EPICA PRINT SIGNS AND GRAPHICS L | 03/17/2022 | 0.00 | 1,966.54 |
| 126322 | 29491 | FERGUSON WATERWORKS #2518 | 03/17/2022 | 0.00 | 8,848.25 |
| 126323 | 29377 | GRAINGER, INC | 03/17/2022 | 0.00 | 189.06 |
| 126324 | 29820 | GROUP HEALTH PLAN INC | 03/17/2022 | 0.00 | 2,958.00 |
| 126325 | 08001 | HACH COMPANY | 03/17/2022 | 0.00 | 487.71 |
| 126326 | 08038 | HAWKINS, INC | 03/17/2022 | 0.00 | 6,062.60 |
| 126327 | 30207 | HEKA HEALTH, INC. | 03/17/2022 | 0.00 | 500.00 |
| 126328 | 08166 | HENNEPIN CTY TREASURER | 03/17/2022 | 0.00 | 257.40 |
| 126329 | 08576 | HOPKINS F.D. RELIEF ASSOC | 03/17/2022 | 0.00 | 178,227.84 |
| 126330 | 08625 | HOPKINS POLICE ASSOCIATION | 03/17/2022 | 0.00 | 1,260.00 |
| 126331 | 09085 | ICMA - ROTH IRA - 706260 | 03/17/2022 | 0.00 | 1,297.40 |
| 126332 | 29345 | IMPACT MAILING OF MN | 03/17/2022 | 0.00 | 3,108.35 |
| 126333 | 31198 | JDS & WMK INC | 03/17/2022 | 0.00 | 368.90 |
| 126334 | 30320 | KIESLERS POLICE SUPPLY INC | 03/17/2022 | 0.00 | 140.00 |
| 126335 | 11583 | KONE INC | 03/17/2022 | 0.00 | 239.42 |
| 126336 | 12012 | LAW ENFORCEMENT LABOR SERVICI | 03/17/2022 | 0.00 | 325.00 |
| 126337 | 30392 | CIGNA LIFE INS COMP OF AMERICA - | 03/17/2022 | 0.00 | 603.94 |
| 126338 | 30391 | CIGNA LIFE INS COMP OF AMERICA - | 03/17/2022 | 0.00 | 2,725.13 |
| 126339 | 30390 | CIGNA LIFE INS COMP OF AMERICA - | 03/17/2022 | 0.00 | 2,976.02 |
| 126340 | 30023 | CIGNA LIFE INS COMP OF N AMERICA | 03/17/2022 | 0.00 | 923.42 |
| 126341 | 13047 | MARCO | 03/17/2022 | 0.00 | 14,213.70 |
| 126342 | 29025 | METERING & TECHNOLOGY SOLUTI( | 03/17/2022 | 0.00 | 890.00 |
| 126343 | 13172 | METRO ELEVATOR, INC | 03/17/2022 | 0.00 | 175.00 |
| 126344 | 13275 | MICRO CENTER | 03/17/2022 | 0.00 | 459.95 |
| 126345 | 31064 | MR CUTTING EDGE LLC | 03/17/2022 | 0.00 | 38.00 |
| 126346 | 16166 | PETTY CASH | 03/17/2022 | 0.00 | 300.00 |
| 126347 | 30575 | PREMIER LIGHTING INC | 03/17/2022 | 0.00 | 4,308.62 |
| 126348 | 31120 | REPUBLIC SERVICES INC | 03/17/2022 | 0.00 | 31,555.84 |
| 126349 | 09084 | ICMA RETIREMENT TRUST- 300824 | 03/17/2022 | 0.00 | 2,783.96 |
| 126350 | 30767 | MYRON RUSSELL | 03/17/2022 | 0.00 | 600.00 |
| 126351 | 30495 | SPEEDWAY LLC | 03/17/2022 | 0.00 | 55.00 |
| 126352 | 19824 | SUNSHINE CAR WASH | 03/17/2022 | 0.00 | 87.88 |
| 126353 | 31157 | THOMPSON INSPECTIONS INC | 03/17/2022 | 0.00 | 1,794.00 |
| 126354 | 21523 | UNION LOCAL 49 | 03/17/2022 | 0.00 | 805.00 |
| 126355 | 29458 | VERIZON WIRELESS | 03/17/2022 | 0.00 | 2,886.41 |
| 126356 | 29473 | VERIZON WIRELESS | 03/17/2022 | 0.00 | 334.62 |
| 126357 | 30819 | VERIZON WIRELESS | 03/17/2022 | 0.00 | 5,198.67 |
| 126358 | 27900 | WATER CONSERVATION SERVICES | 03/17/2022 | 0.00 | 325.74 |
| 126359 | 25080 | XCEL ENERGY | 03/17/2022 | 0.00 | 7,910.21 |
| 126360 | 25080 | XCEL ENERGY | 03/17/2022 | 0.00 | 1,399.59 |

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| 126362 | 01044 | ABLE HOSE & RUBBER INC | 03/24/2022 | 0.00 | 159.86 |
| 126363 | 01045 | ABM EQUIPMENT & SUPPLY LLC | 03/24/2022 | 0.00 | 530.97 |
| 126364 | 28600 | APPLE VALLEY FORD LINCOLN | 03/24/2022 | 0.00 | 1,546.37 |
| 126365 | 02031 | B & W SPECIALTY COFFEE CO | 03/24/2022 | 0.00 | 491.79 |
| 126366 | 30481 | BATTERIES PLUS BULBS #018 | 03/24/2022 | 0.00 | 202.63 |
| 126367 | 26976 | BUCKEYE INTERNATIONAL INC | 03/24/2022 | 0.00 | 9.00 |
| 126368 | 30127 | CINTAS CORPORATION NO. 2 | 03/24/2022 | 0.00 | 309.55 |
| 126369 | 03331 | CITY OF ST LOUIS PARK | 03/24/2022 | 0.00 | 1,281.32 |
| 126370 | 26951 | COMCAST | 03/24/2022 | 0.00 | 404.74 |
| 126371 | 26951 | COMCAST | 03/24/2022 | 0.00 | 153.35 |
| 126372 | 26951 | COMCAST | 03/24/2022 | 0.00 | 142.42 |
| 126373 | 03800 | CULLIGAN - METRO | 03/24/2022 | 0.00 | 81.50 |
| 126374 | 29303 | DIVERSIFIED COFFEE PRODUCTS | 03/24/2022 | 0.00 | 475.50 |
| 126375 | 30436 | DORAN 810 APARTMENTS LLC | 03/24/2022 | 0.00 | 1,500,000.00 |
| 126376 | 29520 | ECOLAB | 03/24/2022 | 0.00 | 283.94 |
| 126377 | 27569 | EMERGENCY AUTOMOTIVE TECHNOI | 03/24/2022 | 0.00 | 4,460.77 |
| 126378 | 29377 | GRAINGER, INC | 03/24/2022 | 0.00 | 7.01 |
| 126379 | 08000 | H & L MESABI | 03/24/2022 | 0.00 | 153.60 |
| 126380 | 31222 | MATTHEW HEGER | 03/24/2022 | 0.00 | 552.75 |
| 126381 | 28021 | INTERNATIONAL SECURITY PRODUC | 03/24/2022 | 0.00 | 237.86 |
| 126382 | 09002 | I-STATE TRUCK CENTER | 03/24/2022 | 0.00 | 11.52 |
| 126383 | 11583 | KONE INC | 03/24/2022 | 0.00 | 418.98 |
| 126384 | 03369 | LEAGUE OF MN CITIES | 03/24/2022 | 0.00 | 60.00 |
| 126385 | 13167 | MENARDS | 03/24/2022 | 0.00 | 1,243.69 |
| 126386 | 13251 | MINNEAPOLIS SAW INC | 03/24/2022 | 0.00 | 1,871.91 |
| 126387 | 29953 | MUNICODE | 03/24/2022 | 0.00 | 835.00 |
| 126388 | 29317 | OFFICE OF MN IT SERVICES | 03/24/2022 | 0.00 | 132.30 |
| 126389 | 26974 | O'REILLY AUTO PARTS | 03/24/2022 | 0.00 | 15.98 |
| 126390 | 16337 | PIRTEK PLYMOUTH | 03/24/2022 | 0.00 | 138.29 |
| 126391 | 29568 | PLAYCORE WINSCONSIN | 03/24/2022 | 0.00 | 3,780.38 |
| 126392 | 27224 | PPG ARCHITECTURAL FINISHES | 03/24/2022 | 0.00 | 84.02 |
| 126393 | 30575 | PREMIER LIGHTING INC | 03/24/2022 | 0.00 | 15,549.75 |
| 126394 | 30125 | PROJECT COMPANY FINCO PHASE III | 03/24/2022 | 0.00 | 17,740.98 |
| 126395 | 16687 | PRO-TEC DESIGN INC | 03/24/2022 | 0.00 | 204.00 |
| 126396 | 14188 | QUADIENT LEASING INC | 03/24/2022 | 0.00 | 2,058.03 |
| 126397 | 31120 | REPUBLIC SERVICES INC | 03/24/2022 | 0.00 | 1,720.00 |
| 126398 | 19004 | SAMARITAN TIRE COMPANY | 03/24/2022 | 0.00 | 99.42 |
| 126399 | 19520 | SNAP PRINT INC | 03/24/2022 | 0.00 | 1,066.55 |
| 126400 | 28590 | ST CLOUD STATE UNIV | 03/24/2022 | 0.00 | 445.00 |
| 126401 | 20120 | TDS METROCOM - MN | 03/24/2022 | 0.00 | 340.56 |
| 126402 | 31232 | THE ROBERT CRAY BAND | 03/24/2022 | 0.00 | 1,000.00 |
| 126403 | 31236 | THE TORO COMPANY | 03/24/2022 | 0.00 | 780.00 |
| 126404 | 20560 | TOLL GAS & WELDING SUPPLY | 03/24/2022 | 0.00 | 21.72 |
| 126405 | 29795 | TRANE | 03/24/2022 | 0.00 | 288.96 |
| 126406 | 20687 | TRI-STATE BOBCAT INC | 03/24/2022 | 0.00 | 3,496.78 |
| 126407 | 31237 | TWIN CITIES TRANSPORT & RECOVEI | 03/24/2022 | 0.00 | 250.00 |
| 126408 | 20892 | TWIN CITY HARDWARE INC | 03/24/2022 | 0.00 | 223.62 |
| 126409 | 30189 | VAN PAPER SUPPLY COMPANY | 03/24/2022 | 0.00 | 96.70 |
| 126410 | 30017 | VERIZON WIRELESS | 03/24/2022 | 0.00 | 1,728.87 |
| 126411 | 28123 | WRAP CITY GRAPHICS INC | 03/24/2022 | 0.00 | 360.00 |
| 126412 | 25080 | XCEL ENERGY | 03/24/2022 | 0.00 | 39.12 |
| 126413 | 25080 | XCEL ENERGY | 03/24/2022 | 0.00 | 11,712.85 |
| 126414 | 25080 | XCEL ENERGY | 03/24/2022 | 0.00 | 26.85 |
| 126415 | 25080 | XCEL ENERGY | 03/24/2022 | 0.00 | 221.30 |

| Check No | Vendor No | Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|---|---|
| | | | Total for 3/24/2022: | 0.00 | 1,579,548.06 |
| 126416 | 01045 | ABM EQUIPMENT & SUPPLY LLC | 03/31/2022 | 0.00 | 841.34 |
| 126417 | 29535 | ADVANCED ENGINEERING | 03/31/2022 | 0.00 | 716.00 |
| 126418 | 28422 | ADVANCED IMAGING SOLUTIONS | 03/31/2022 | 0.00 | 4,785.32 |
| 126419 | 30728 | AFSCME COUNCIL 5 | 03/31/2022 | 0.00 | 1,346.76 |
| 126420 | 31241 | AMERICAN SEWER LLC | 03/31/2022 | 0.00 | 125.00 |
| 126421 | 30933 | ANCHOR SOLAR INVESTMENTS LLC | 03/31/2022 | 0.00 | 3,485.67 |
| 126422 | UB*00747 | SCOTT A ANDERSON | 03/31/2022 | 0.00 | 53.13 |
| 126423 | 31234 | ANOVA FURNISHINGS INC | 03/31/2022 | 0.00 | 5,427.00 |
| 126424 | 28600 | APPLE VALLEY FORD LINCOLN | 03/31/2022 | 0.00 | 213.17 |
| 126425 | 02031 | B & W SPECIALTY COFFEE CO | 03/31/2022 | 0.00 | 407.72 |
| 126426 | 30481 | BATTERIES PLUS BULBS #018 | 03/31/2022 | 0.00 | 58.42 |
| 126427 | 30366 | BERRY COFFEE COMPANY INC | 03/31/2022 | 0.00 | 765.13 |
| 126428 | 29817 | GARY BINGER | 03/31/2022 | 0.00 | 3,200.00 |
| 126429 | UB*00746 | PATRICK BURKE | 03/31/2022 | 0.00 | 162.07 |
| 126430 | 30127 | CINTAS CORPORATION NO. 2 | 03/31/2022 | 0.00 | 246.30 |
| 126431 | 26951 | COMCAST | 03/31/2022 | 0.00 | 348.35 |
| 126432 | 26951 | COMCAST | 03/31/2022 | 0.00 | 286.85 |
| 126433 | 26951 | COMCAST | 03/31/2022 | 0.00 | 2.10 |
| 126434 | 03640 | CPT SERVICES, INC | 03/31/2022 | 0.00 | 3,256.65 |
| 126435 | 03808 | CUMMINS SALES AND SERVICE | 03/31/2022 | 0.00 | 945.94 |
| 126436 | 29303 | DIVERSIFIED COFFEE PRODUCTS | 03/31/2022 | 0.00 | 259.00 |
| 126437 | 29966 | EDUCATION & TRAINING SERVICES | 03/31/2022 | 0.00 | 499.00 |
| 126438 | 05282 | EHLERS AND ASSOCIATES, INC | 03/31/2022 | 0.00 | 1,203.75 |
| 126439 | 27569 | EMERGENCY AUTOMOTIVE TECHNOI | 03/31/2022 | 0.00 | 287.50 |
| 126440 | 31076 | FERGUSON US HOLDINGS INC | 03/31/2022 | 0.00 | 39.95 |
| 126441 | 06567 | FORCE AMERICA | 03/31/2022 | 0.00 | 220.00 |
| 126442 | 07003 | GARTNER REFRIGERATION & MFG. | 03/31/2022 | 0.00 | 570.50 |
| 126443 | 29923 | ELAINE GOEPFERT | 03/31/2022 | 0.00 | 18.99 |
| 126444 | 30555 | MARGARET GONGOLL | 03/31/2022 | 0.00 | 405.00 |
| 126445 | 29377 | GRAINGER, INC | 03/31/2022 | 0.00 | 100.77 |
| 126446 | 08001 | HACH COMPANY | 03/31/2022 | 0.00 | 95.57 |
| 126447 | UB*00744 | JAMES HICKMAN | 03/31/2022 | 0.00 | 121.85 |
| 126448 | 30048 | RICH HILL | 03/31/2022 | 0.00 | 500.00 |
| 126449 | 08336 | HIRSHFIELDS | 03/31/2022 | 0.00 | 156.92 |
| 126450 | 08627 | HOME DEPOT CREDIT SERVICES | 03/31/2022 | 0.00 | 1,438.83 |
| 126451 | 09801 | I.U.O.E. CENTRAL PENSION FUND | 03/31/2022 | 0.00 | 2,760.00 |
| 126452 | 09085 | ICMA - ROTH IRA - 706260 | 03/31/2022 | 0.00 | 1,297.40 |
| 126453 | 11161 | KENNEDY & GRAVEN, CHARTERED | 03/31/2022 | 0.00 | 4,052.20 |
| 126454 | 03369 | LEAGUE OF MN CITIES | 03/31/2022 | 0.00 | 25.00 |
| 126455 | 31239 | ROBIN MCGILLIARD NELSON | 03/31/2022 | 0.00 | 225.00 |
| 126456 | 13160 | MEDICINE LAKE TOURS | 03/31/2022 | 0.00 | 2,310.00 |
| 126457 | 13207 | MENARDS | 03/31/2022 | 0.00 | 118.33 |
| 126458 | 13182 | METROPOLITAN AREA MANAGERS A | 03/31/2022 | 0.00 | 25.00 |
| 126459 | 29177 | RENEE A MEUWISSEN | 03/31/2022 | 0.00 | 345.00 |
| 126460 | 31242 | AMANDA MOY | 03/31/2022 | 0.00 | 60.12 |
| 126461 | 30600 | ROBERT OLSON | 03/31/2022 | 0.00 | 435.00 |
| 126462 | 15521 | ON SITE COMPANIES | 03/31/2022 | 0.00 | 431.50 |
| 126463 | UB*00743 | ROBERT PLUHAR | 03/31/2022 | 0.00 | 59.15 |
| 126464 | 30125 | PROJECT COMPANY FINCO PHASE III | 03/31/2022 | 0.00 | 11,099.27 |
| 126465 | 30452 | RACO MANUFACTURING & ENGINEE | 03/31/2022 | 0.00 | 1,080.00 |
| 126466 | 18164 | RED WING BUSINESS ADVANTAGE AC | 03/31/2022 | 0.00 | 233.99 |
| 126467 | 09084 | ICMA RETIREMENT TRUST- 300824 | 03/31/2022 | 0.00 | 2,785.78 |
| 126468 | 31240 | SCALE TEC LTD | 03/31/2022 | 0.00 | 4,052.31 |
| 126469 | 19085 | SCHINDLER ELEVATOR CORP | 03/31/2022 | 0.00 | 9,331.74 |

| Check No | Vendor No | Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|---|---|
| 126470 | 19290 | SHADYWOOD TREE EXPERTS, INC | 03/31/2022 | 0.00 | 2,709.30 |
| 126471 | 31238 | JONICA SHOJER | 03/31/2022 | 0.00 | 572.99 |
| 126472 | UB*00745 | ESTATE OF PAUL SICARD | 03/31/2022 | 0.00 | 92.63 |
| 126473 | 19520 | SNAP PRINT INC | 03/31/2022 | 0.00 | 80.76 |
| 126474 | 19602 | SPS COMPANIES INC | 03/31/2022 | 0.00 | 699.62 |
| 126475 | 30091 | RAY STAFFORD | 03/31/2022 | 0.00 | 480.00 |
| 126476 | 19741 | STRATEGIC INSIGHTS INC | 03/31/2022 | 0.00 | 1,162.50 |
| 126477 | 20687 | TRI-STATE BOBCAT INC | 03/31/2022 | 0.00 | 451.12 |
| 126478 | 21529 | UNITED WAY | 03/31/2022 | 0.00 | 57.69 |
| 126479 | 29466 | VERIZON WIRELESS | 03/31/2022 | 0.00 | 1,121.54 |
| 126480 | 29473 | VERIZON WIRELESS | 03/31/2022 | 0.00 | 334.60 |
| 126481 | 28123 | WRAP CITY GRAPHICS INC | 03/31/2022 | 0.00 | 415.00 |
| 126482 | 26160 | ZEE MEDICAL SERVICE | 03/31/2022 | 0.00 | 173.70 |
| | | | Total for 3/31/2022: | 0.00 | 81,668.79 |
| | | | Report Total (327 checks): | 7,553.20 | 2,784,634.48 |

**April 5, 2022** **City Council Report 2022-037**

# AWARD THE SALE OF $7,800,000 GENERAL OBLIGATION BONDS, SERIES 2022A

## Proposed Action

Staff recommends approval of the following motion:

Adopt Resolution No. 2022-032 awarding the sale of General Obligation Bonds, Series 2022A, in the original aggregate principal amount of 7,800,000; fixing their form and specifications; directing their execution and delivery; and providing for their payment.

With this motion the sale of the bonds will be awarded based on the recommendation of Ehlers, Inc., financial advisor for this project.

## Overview

The City of Hopkins has the authority to issue General Obligation bonds to pay for streets improvements, utility improvements, mill & overlay projects and equipment purchases. The 2022A bond issue is being sold to finance four purposes:

- 2022 street improvement project for 6th Avenue South and 7th Avenue South. The bonds for this purpose will be issued with a 16 year term to come from a general tax levy and special assessments.
- 2022 & 2023 Mill and overlay projects on 10th Avenue North and 1st Street North. The bonds for this purpose will be issued with a 10 year term to come from a general tax levy. Issuance for the 2023 portion is being recommended based on currently low interest rates.
- Trunk Water Main Rehabilitation. The bonds for this purpose will be issued with a 15 year term to come from utility revenues.
- Equipment Purchases (Fire Truck and Dump Truck). The bonds for this purpose will be issued with 10 year term to come from a general tax levy.

The bond payments will come from a tax levy, utility revenues and special assessments. The interest rate for special assessments will be set at 2% over the True Interest Cost or TIC. On March 30, 2022, Standard & Poor's reaffirmed our AA+ bond rating with a stable outlook.

At the March 1, 2022 Council Meeting, the Council authorized the sale of $9,840,000 General Obligation Bonds which has been reduced to $7,800,000. The sale amount was reduced for actual construction contracts awarded and the removal of the refunding portion. The bids will be accepted until 10:00 AM on April 5, 2022 at which time they will be reviewed and the recommendation incorporated into Resolution 2022-032

## Primary Issues to Consider

At this time, there do not appear to be any primary issues relating to the award of the bond sales. Tax-exempt bond rates have increased slightly since the initial authorization on March 1st, however they continue to be low. Any significant issues affecting the sale will not be known until after the closing of the bids on April 5, 2021.

**Supporting Information**

- Resolution No. 2022-032
- S&P Rating Report



Nicholas Bishop, CPA
Finance Director

Financial Impact: $ 8,890,000 bond issue
Budgeted: Y/N Yes
Source: Bond Funds
Related Documents: None

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF HOPKINS, MINNESOTA

HELD: April 5, 2022

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Hopkins, Minnesota was called and held in City Hall on Tuesday, the 5th day of April, 2022, at 7:00 p.m., for the purpose, in part, of awarding the sale of the City's General Obligation Bonds, Series 2022A, and directing their execution and delivery.

The following members were present:

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2022A, to be issued in the original aggregate principal amount of $7,800,000.

The City Manager presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are attached hereto as EXHIBIT A.

After due consideration of the proposals, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

**RESOLUTION NO. 2022-032**

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2022A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $7,800,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the City Council (the "City Council") of the City of Hopkins, Hennepin County, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01. Equipment Certificates.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 410.32 and 412.301, as amended (the "Capital Equipment Act"), the City is authorized to issue its general obligation equipment certificates of indebtedness on such terms and in such manner as the City determines to finance the purchase of items of capital equipment (the "Equipment"), subject to certain limitations contained in the Capital Equipment Act.

(b) The City has purchased and acquired or will purchase and acquire the Equipment described in EXHIBIT B attached hereto, or other items of capital equipment authorized under the Capital Equipment Act, pursuant to the Capital Equipment Act.

(c) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligations in the aggregate principal amount of $975,000 (the "Equipment Certificates"), pursuant to the Capital Equipment Act, to provide financing for the acquisition of the Equipment.

(d) As required by the Capital Equipment Act:

(i) the expected useful life of the Equipment is or will be at least as long as the term of the Equipment Certificates; and

(ii) the principal amount of the Equipment Certificates to be issued in the year 2022 will not exceed one-quarter of one percent (0.25%) of the estimated market value of taxable property in the City for the year 2022.

1.02. Improvement Bonds.

(a) Certain assessable public improvements within the City, including but not limited to concrete curb and gutter addition and replacement, bituminous street removal and reconstruction or rehabilitation, and turf restoration (the "Assessable Improvements"), which are part of the City's 2022 Street and Utility Improvements (the "Improvement Project"), have been made, duly ordered or contracts let for the construction thereof pursuant to the provisions of Minnesota Statutes, Chapters 429 and 475, as amended (the "Improvement Act").

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligations in the aggregate principal amount of $1,210,000 (the "Improvement Bonds"), pursuant to the Improvement Act, to provide financing for the Assessable Improvements.

1.03. Utility Revenue Bonds.

(a) The City engineer has recommended the construction of various improvements to the City's sewer, water, and storm sewer systems (the "Utility Improvements") as part of the Improvement Project.

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligations in the aggregate principal amount of $4,585,000 (the "Utility Revenue Bonds"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (the "Utility Revenue Act"), to provide financing for the Utility Improvements.

1.04. Street Reconstruction Bonds.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.58, subdivision 3b (the "Street Reconstruction Act"), the City is authorized to finance all or a portion of the cost of street reconstruction projects by the issuance of general bonds of the City payable from ad valorem taxes.

(b) On March 1, 2022, following a duly noticed public hearing, the City Council adopted a five-year street reconstruction and bituminous overlay plan for the years 2022-2026 (the "Street Reconstruction Plan") describing the streets to be reconstructed, estimated costs, and any planned reconstruction of other streets in the City and approved the issuance of obligations by vote of at least two-thirds of the members thereof, all pursuant to the Street Reconstruction Act.

(c) Expenditures described in the Street Reconstruction Plan include 10th Avenue North and 1st Street North; 1st Street South and the South Central Business District; 1st Street North and Lot 700; Robinwood Lane, Highway 7 Service Drive, and 5th Street North; and Washington Avenue North, Jackson Avenue North, and St. Louis Street (the "Street Reconstruction"). The City estimates that the total cost of the Street Reconstruction is $1,030,000.

(d) The City Council has determined that, within thirty (30) days after the hearing, no petition for a referendum on the issuance of bonds to pay costs of the Street Reconstruction was received by the City in accordance with the Street Reconstruction Act.

(e) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligations in the aggregate principal amount of $1,030,000 (the "Street Reconstruction Bonds"), pursuant to the Street Reconstruction Act, to provide financing for the Street Reconstruction.

1.05. Issuance of General Obligation Bonds.

(a) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City and for the reduction of debt service costs to issue its General Obligation Bonds, Series 2022A (the "Bonds"), in the original aggregate principal

amount of $7,800,000, pursuant to the Capital Equipment Act, the Improvement Act, the Utility Revenue Act, the Street Reconstruction Act (collectively, the "Act"), to provide financing for the Equipment, the Assessable Improvements, the Utility Improvements, and the Street Reconstruction.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.06. Award to the Purchaser and Interest Rates. The proposal of _____ (the "Purchaser") to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $_____ (par amount of $7,800,000, [plus original issue premium of $_____,] [less original issue discount of $_____,] less an underwriter's discount of $_____), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

| Year | Interest Rate | Year | Interest Rate |
|---|---|---|---|
| 2024 | % | 2032 | % |
| 2025 | | 2033 | |
| 2026 | | 2034 | |
| 2027 | | 2035 | |
| 2028 | | 2036 | |
| 2029 | | 2037 | |
| 2030 | | 2038 | |
| 2031 | | | |

True interest cost: _____%

1.07. Purchase Contract. The sum of $_____, being the amount proposed by the Purchaser in excess of $7,706,400, shall be credited to the accounts in the Debt Service Fund hereinafter created, deposited in the accounts of the Project Fund hereinafter created, or deposited in the Redemption Fund, as determined by the Finance Director of the City in consultation with the City's municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Manager are directed to execute a contract with the Purchaser on behalf of the City.

1.08. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the original aggregate principal amount of $7,800,000, originally dated April 26, 2022, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

| Year | Amount | Year | Amount |
|---|---|---|---|
| 2024 | $ | 2032 | $ |
| 2025 | | 2033 | |
| 2026 | | 2034 | |
| 2027 | | 2035 | |
| 2028 | | 2036 | |
| 2029 | | 2037 | |
| 2030 | | 2038 | |
| 2031 | | | |

(a) $975,000 of the Bonds, constituting the Equipment Certificates, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the acquisition of the Equipment:

| Year | Amount | Year | Amount |
|---|---|---|---|
| 2024 | $ | 2029 | $ |
| 2025 | | 2030 | |
| 2026 | | 2031 | |
| 2027 | | 2032 | |
| 2028 | | | |

(b) $1,210,000 of the Bonds, constituting the Improvement Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the construction of the Assessable Improvements:

| Year | Amount | Year | Amount |
|---|---|---|---|
| 2024 | $ | 2032 | $ |
| 2025 | | 2033 | |
| 2026 | | 2034 | |
| 2027 | | 2035 | |
| 2028 | | 2036 | |
| 2029 | | 2037 | |
| 2030 | | 2038 | |
| 2031 | | | |

(c) $4,585,000 of the Bonds, constituting the Utility Revenue Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the construction of the Utility Improvements:

| Year | Amount | Year | Amount |
|---|---|---|---|
| 2024 | $ | 2032 | $ |
| 2025 | | 2033 | |
| 2026 | | 2034 | |
| 2027 | | 2035 | |
| 2028 | | 2036 | |
| 2029 | | 2037 | |
| 2030 | | 2038 | |
| 2031 | | | |

(d) The remainder of the Bonds in the principal amount of $1,030,000, constituting the Street Reconstruction Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Street Reconstruction:

| Year | Amount | Year | Amount |
|---|---|---|---|
| 2024 | $ | 2029 | $ |
| 2025 | | 2030 | |
| 2026 | | 2031 | |
| 2027 | | 2032 | |
| 2028 | | 2033 | |

1.09. Optional Redemption. The City may elect on February 1, 2031, and on any day thereafter to prepay Bonds due on or after February 1, 2032. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[**TO BE COMPLETED IF TERM BONDS ARE REQUESTED** 1.10. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20____ and February 1, 20____ shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:]

Sinking Fund Installment Date

| February 1, 20___ Term Bond | Principal Amount |
|---|---|

_____

* *Maturity*

| February 1, 20___ Term Bond | Principal Amount |
|---|---|

_____

* *Maturity*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar" and the "Paying Agent"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form 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, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

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

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

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

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest

due date, without further order of the City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Manager and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Manager will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT C.

3.02. Approving Legal Opinion. The City Manager is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Bonds, Series 2022A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Equipment Account," the "Assessable Improvements Account," the "Utility Improvements Account," and the "Street Reconstruction Account." Amounts in the Equipment Account are irrevocably pledged to the Equipment Certificates, amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds, and amounts in the Street Reconstruction Account are irrevocably pledged to the Street Reconstruction Bonds.

(a) Equipment Account. Ad valorem taxes hereinafter levied for payment of the Equipment Certificates are hereby pledged to the Equipment Account of the Debt Service Fund. There is also appropriated to the Equipment Account a pro rata portion of (i) capitalized interest financed from the proceeds of the Bonds, if any; and (ii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.07 hereof.

(b) Assessable Improvements Account. The following shall be pledged to the Assessable Improvements Account of the Debt Service Fund: (i) ad valorem taxes hereinafter levied for payment of the Improvement Bonds; and (ii) special assessments (the "Assessments") levied against property specially benefited by the Assessable Improvements. There is also appropriated to

the Assessable Improvements Account a pro rata portion of (1) capitalized interest financed from the proceeds of the Bonds, if any; and (2) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.07 hereof.

(c) Utility Improvements Account. The City will continue to maintain and operate its Sewer Fund, Water Fund, and Storm Sewer Fund (collectively, the "Revenue Funds"), to which will be credited all gross revenues of the sewer system, the water system, and the storm sewer system (collectively, the "Revenue Systems"), respectively, and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balances therein are deemed net revenues (the "Net Revenues") and will be transferred, from time to time, to the Utility Improvements Account of the Debt Service Fund, which Utility Improvements Account will be used only to pay principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Improvements Account a sufficient amount to pay principal of and interest on all the Utility Revenue Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Improvements Account to the City Council. There is also appropriated to the Utility Improvements Account a pro rata portion of (i) capitalized interest financed from the proceeds of the Bonds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.07 hereof.

(d) Street Reconstruction Account. Ad valorem taxes hereinafter levied for payment of the Street Reconstruction Bonds are hereby pledged to the Street Reconstruction Account of the Debt Service Fund. There is also appropriated to the Street Reconstruction Account a pro rata portion of (i) capitalized interest financed from the proceeds of the Bonds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.07 hereof.

4.02. Project Fund. The City hereby creates the General Obligation Bonds, Series 2022A Project Fund (the "Project Fund"). The City will maintain the following accounts in the Project Fund: the "Equipment Account," the "Assessable Improvements Account," the "Utility Improvements Account," and the "Street Reconstruction Account." Amounts in the Equipment Account are irrevocably pledged to the Equipment Certificates, amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds, and amounts in the Street Reconstruction Account are irrevocably pledged to the Street Reconstruction Bonds.

(a) Equipment Account. Proceeds of the Equipment Certificates, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the purchase of the Equipment, will be deposited in the Equipment Account of the Project Fund to be used solely to defray the costs of acquiring the Equipment. When the Equipment has been acquired and the cost thereof paid, the Equipment Account of the Project Fund is to be closed and any funds remaining may be deposited in the Equipment Account of the Debt Service Fund.

(b) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(b) hereof, together with ad valorem taxes and the Assessments and any other funds appropriated for the Assessable Improvements collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Project Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal of and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements

Account after completion of the Assessable Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Improvement Act, under the direction of the City Council. When the Assessable Improvements are completed and the cost thereof paid, the Assessable Improvements Account of the Project Fund is to be closed and any subsequent collections of Assessments and ad valorem taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(c) Utility Improvements Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(c) hereof, will be deposited in the Utility Improvements Account of the Project Fund to be used solely to defray expenses of the Utility Improvements. When the Utility Improvements are completed and the cost thereof paid, the Utility Improvements Account of the Project Fund is to be closed and any funds remaining may be deposited in the Utility Improvements Account of the Debt Service Fund.

(d) Street Reconstruction Account. Proceeds of the Street Reconstruction Bonds, less the appropriations made in Section 4.01(d) hereof, together with ad valorem taxes and any other funds appropriated for the Street Reconstruction collected during the Street Reconstruction, will be deposited in the Street Reconstruction Account of the Project Fund to be used solely to defray expenses of the Street Reconstruction and the payment of principal and interest on the Street Reconstruction Bonds prior to the completion and payment of all costs of the Street Reconstruction. When the Street Reconstruction is completed and the cost thereof paid, the Street Reconstruction Account of the Project Fund is to be closed and any funds remaining may be deposited in the Street Reconstruction Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment of the Assessable Improvements will be collectible not later than 2023 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and ad valorem taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments, and ad valorem taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand, and the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost to the City of the Assessable Improvements described herein will be specially assessed against benefited properties.

4.04. City Covenants with Respect to the Utility Revenue Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the Revenue Systems as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the respective Revenue Funds, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Improvements Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the Revenue Systems in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the Revenue Systems and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The City Council will cause persons handling revenues of the Revenue Systems to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The City Council will keep the Revenue Systems insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the Revenue Systems as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Utility Revenue Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided herein.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in Net Revenues.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such

general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Pledge of Tax Levy. For the purpose of paying all or a portion of the principal of and interest on the Equipment Certificates, the Improvement Bonds, and the Street Reconstruction Bonds, there is levied a direct annual irrepealable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Equipment Account, the Assessable Improvements Account, and the Street Reconstruction Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in EXHIBIT D attached hereto.

4.07. Certification to Taxpayer Services Division Manager as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes, Assessments, and Net Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the Taxpayer Services Division Manager the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Taxpayer Services Division Manager will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Registration of Resolution. The City Manager is authorized and directed to file a certified copy of this resolution with the Taxpayer Services Division Manager and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Manager, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Manager, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Manager, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the City Manager, the City Clerk, and/or the Finance Director to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City

thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

Section 6. Tax Covenant.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2022 will not exceed $10,000,000; and

(d) not more than $10,000,000 of obligations issued by the City during calendar year 2022 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

6.06. Reimbursement. The City has or may have incurred certain expenditures with respect to the Equipment, the Assessable Improvements, the Utility Improvements, and the Street Reconstruction that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The City hereby declares its intent to reimburse certain costs of the Equipment, the Assessable Improvements, the Utility Improvements, and the Street Reconstruction from proceeds of the Bonds (the "Declaration"). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150-2 of the Treasury Regulations promulgated under the Code.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.08 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the

Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 5th day of April, 2022.

_____
Patrick Hanlon, Mayor

Attest:

_____
Amy Domeier, City Clerk

**EXHIBIT A**

**PROPOSALS**

**EXHIBIT B**

**LIST OF EQUIPMENT**

| Equipment | Cost | Expected Life (in Years) |
|---|---|---|
| Fire Engine | $710,000 | At least 10 |
| Dump Truck | 225,000 | At least 10 |

**EXHIBIT C**

**FORM OF BOND**

No. R-_____ UNITED STATES OF AMERICA $_____
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF HOPKINS

GENERAL OBLIGATION BOND
SERIES 2022A

| Rate | Maturity | Date of Original Issue | CUSIP |
|---|---|---|---|
| | February 1, 20__ | April 26, 2022 | |

Registered Owner: Cede & Co.

The City of Hopkins, Minnesota, a duly organized and existing municipal corporation in Hennepin County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of $_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2031, and on any day thereafter to prepay Bonds due on or after February 1, 2032. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of $7,800,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on April 5, 2022 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in acquiring certain capital equipment and in making and undertaking certain assessable local improvements, certain improvements to the sewer, water, and storm sewer systems of the City, and certain street reconstruction projects, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444, and 475, as amended, including

Section 475.58, subdivision 3b, and Minnesota Statutes, Sections 410.32 and 412.301, as amended. The principal hereof and interest hereon are payable in part from special assessments levied against property specially benefited by local improvements, from net revenues of the sewer, water, and storm sewer systems of the City, and from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, net revenues, and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the sewer system, water system, and storm sewer system free from competition by other like municipal utilities; that adequate insurance on said systems and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Sewer Fund, the Water Fund, and the Storm Sewer Fund, into which it will pay all of the gross revenues from the sewer system, water system, and storm sewer system, respectively; that it will also create and maintain a Utility Improvements Account within the General Obligation Bonds, Series 2022A Debt Service Fund, into which it will pay, out of the net revenues from the sewer system, water system, and storm sewer system, a sum sufficient to pay principal of the Utility Revenue Bonds (as defined in the Resolution) and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the sewer system, water system, and storm sewer system.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Hopkins, Hennepin County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: April 26, 2022

**CITY OF HOPKINS, MINNESOTA**

| | |
|---|---|
| (Facsimile) | (Facsimile) |
| Mayor | City Manager |

---

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By _____
Authorized Representative

---

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

| | |
|---|---|
| TEN COM – as tenants in common | UNIF GIFT MIN ACT<br>_____ Custodian _____<br>(Cust) (Minor)<br>under Uniform Gifts or Transfers to Minors Act, State of _____ |
| TEN ENT – as tenants by entireties | |
| JT TEN – as joint tenants with right of survivorship and not as tenants in common | |

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

_____

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

| Date of Registration | Registered Owner | Signature of Officer of Registrar |
|---|---|---|
| | Cede & Co.<br>Federal ID #13-2555119 | |

**EXHIBIT D**

**TAX LEVY SCHEDULES**

**Tax Levy Schedule for Equipment Certificates**

| YEAR * | TAX LEVY |
|---|---|
| 2023 | $ |
| 2024 | |
| 2025 | |
| 2026 | |
| 2027 | |
| 2028 | |
| 2029 | |
| 2030 | |
| 2031 | |

* *Year tax levy collected.*

**Tax Levy Schedule for Improvement Bonds**

| YEAR * | TAX LEVY |
|---|---|
| 2023 | $ |
| 2024 | |
| 2025 | |
| 2026 | |
| 2027 | |
| 2028 | |
| 2029 | |
| 2030 | |
| 2031 | |
| 2032 | |
| 2033 | |
| 2034 | |
| 2035 | |
| 2036 | |
| 2037 | |

* *Year tax levy collected.*

**Tax Levy Schedule for Street Reconstruction Bonds**

| YEAR * | TAX LEVY |
|---|---|
| 2023 | $ |
| 2024 | |
| 2025 | |
| 2026 | |
| 2027 | |
| 2028 | |
| 2029 | |
| 2030 | |
| 2031 | |
| 2032 | |

* *Year tax levy collected.*

STATE OF MINNESOTA )
)
COUNTY OF HENNEPIN ) SS.
)
CITY OF HOPKINS )

I, being the duly qualified and acting City Clerk of the City of Hopkins, Hennepin County, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on April 5, 2022 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Bonds, Series 2022A, in the original aggregate principal amount of $7,800,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this _____ day of April, 2022.

_____
City Clerk
City of Hopkins, Minnesota

(SEAL)

S&P Global
Ratings

# RatingsDirect®

**Summary:**

# Hopkins, Minnesota; General Obligation

**Primary Credit Analyst:**
Emily Powers, Santa Fe + 1 (312) 233 7030; emily.powers@spglobal.com

**Secondary Contact:**
Emma Drilias, Chicago (1) 312-233-7132; emma.drilias@spglobal.com

## Table Of Contents

Rating Action

Stable Outlook

Credit Opinion

Related Research

## Summary:

# Hopkins, Minnesota; General Obligation

| Credit Profile | | |
|---|---|---|
| US$8.89 mil GO bnds ser 2022A dtd 04/26/2022 due 02/01/2038 | | |
| *Long Term Rating* | AA+/Stable | New |
| Hopkins GO | | |
| *Long Term Rating* | AA+/Stable | Affirmed |

## Rating Action

S&P Global Ratings assigned its 'AA+' rating to Hopkins, Minn.'s $8.9 million series 2022A general obligation (GO) bonds. At the same time, we affirmed our 'AA+' rating on the city's existing GO debt. The outlook is stable.

The city's full-faith-and-credit pledge and ability to levy unlimited ad valorem property taxes secure the bonds. Officials intend to pay debt service with special assessments, net revenues of the sewer, water, and storm systems, and ad valorem property taxes, but the rating is based on the unlimited ad valorem tax pledge. The city's existing GO debt also includes various other pledged revenues such as tax-increment, tax abatement, special assessment revenues, and various enterprise fund revenues, but in each case, we rate to the city's GO pledge. Proceeds will be used for two purposes: New money will be used to finance various road and utility system improvements and for equipment purchases, and the remainder will refund the city's series 2014A GO bonds for interest cost savings.

### Credit overview

Hopkins' financial profile remains strong, as highlighted by its history of mostly stable operational performance, complete with very strong available reserves. While the city has historically maintained sizable general fund receivables, including loans to its permanent improvement, Arts Center, and water funds, and various other governmental funds, it has managed to sustain very strong reserves. Given new information in its 2020 audit, as well as more recent updates from management, we expect the total receivable to shrink in the coming years as the city prioritizes eradicating reliance of other funds on the general fund. However, if these interfund loans continue to grow, there could be pressure on the city's general fund, which could worsen our view of its available reserves. Hopkins is backed by a strong management team that has implemented robust policies and practices, helping it maintain stability in operations. The city's debt profile, while somewhat elevated, has been historically managed within its budget and, even given sizable debt service carrying charges, we expect that to continue. Additionally, its other long-term liabilities (pension and other postemployment benefits [OPEBs]) are manageable, further supporting its underlying credit quality.

The rating further reflects our assessment of the city's:

- Healthy incomes and wealth levels in a Twins Cities suburb, supported by consistent valuation growth on a $2.5 billion tax base;
- Solid financial position with very strong available reserves, even after adjusting for receivables due to the general fund, with stable operational performance;

- Strong financial policies and practices under our Financial Management Assessment (FMA) methodology, and strong institutional framework; and
- Weak debt and liabilities profile with elevated debt costs, but a manageable pension and OPEB burden.

### Environmental, social, and governance

The rating incorporates our view of Hopkin's environmental, social, and governance (ESG) risks relative to the city's economy, management, financial measures, and debt and liability profile, which we view as in line with the sector.

## Stable Outlook

### Upside scenario

We could raise the rating if the city's balance sheet continues to improve and if economic measures, such as its income levels and per capita market values, were to improve to levels commensurate with those of higher-rated peers, all other credit factors remaining equal.

### Downside scenario

We could lower the rating if budgetary pressures outside of the general fund, such as with the enterprise and Arts Center funds, continue to drain general fund resources, and if debt were to increase substantially beyond current expectations.

## Credit Opinion

Consistently growing tax base, with high income and wealth levels and access to a broad and diverse metropolitan statistical area (MSA).

Hopkins' proximity to the Twin Cities allows easy access to employment and retail opportunities and will become even more easily accessible with the expansion of the Minneapolis METRO light-rail system, which will include three new stops in Hopkins that are currently under development. Development throughout the city remains strong, including ongoing expansions and new developments near the light-rail stops, as well as steady growth in both multi- and single-family housing. The tax base consists primarily of residential (homestead/non-homestead) properties (63%), followed by commercial and industrial properties (36%). We think that the city's historic tax base growth, coupled with general economic stability and access to the larger Twin Cities MSA, will lead to continued strength in our view of the local economy.

### Steady operating performance and strong reserve levels, but including large general fund receivables that we expect to shrink in future audited years

Hopkins' fiscal 2020 operations outperformed budgeted expectations, partially due to expenditure savings occurring from the COVID-19 pandemic, including hiring freezes and positions remaining open, in addition to one-time CARES Act money, $800,000 of which was received in the general fund. The budgets for fiscal years 2021 and 2022 are both structured with break-even results; year-end actual performance for 2021 reflected a $1.2 million general fund surplus, or 7.9% of expenditures, based on better-than-budgeted revenues and savings for salaries and benefits. The city was allotted roughly $2.0 million in American Rescue Plan Act (ARPA) funding, half of which was received in 2021, with

the remainder coming in 2022. These funds have not yet been spent, but management expects them to be used on public safety, economic development, and revenue loss, as well as supporting some of the city's underperforming funds, primarily the Arts Center fund.

In our calculation of available fund balance, which totaled 17.3% of general fund expenditures in 2020, we have reduced the balance to account for interfund loans to Hopkins' permanent improvement, Arts Center, and water funds, and various other governmental funds, which aggregately amounted to roughly $4.6 million in 2020. Even with this portion removed, the city's reserves have historically been maintained at levels we consider very strong. The total interfund loan has increased year over year, jumping sizably in 2020, although the largest portion (at $2.9 million), reflecting the permanent improvement fund, was held in the general fund due to timing of receipts from other government agencies, including Hennepin County and the Department of Transportation, for reimbursement of projects. We expect this to decrease as those reimbursements are received, with $1.5 million having already been repaid in fiscal 2021.

The receivable from the Art Center fund dropped in 2020, to $997,000 from $1.1 million in 2019, and management expects it to continue to fall in 2021 as Arts Center staff worked to reduce expenditures. In addition, the city plans to use roughly $260,000 of ARPA funds to decrease the balance even further. The water fund receivable was nearly eliminated in fiscal 2020, and the remainder, which makes up only a small portion of the total general fund receivable, remains outstanding and is primarily due to timing of bond proceeds. Due to these developments, we expect that the total amount owed to the general fund will continue to fall in coming years as the receivables are repaid. If, however, the city is unable to reduce this amount, it could put downward pressure on what we consider the available fund balance.

### Strong financial management assessment, highlighted by long-term planning and formalized policies

Highlights of the city's financial practices and policies include:

- Historical look-back in the formulation of revenue and expenditure assumptions, using outside sources to produce the annual budget;
- Quarterly reporting of budget-to-actual performance to the council with the ability to make amendments as needed;
- A five-year, rolling long-term financial plan that projects revenues and expenditures;
- A five-year long-term capital plan that addresses capital needs with sources and uses of funds identified;
- Formalized investment management policy with quarterly reporting of investments and holdings;
- Formalized debt management policy that sets guidelines for short-term borrowing, maturity lengths, and minimum allowable coverage on revenue debt; and
- Formalized fund balance policy to maintain 42% of expenditures for cash-flow needs, with which the city has mostly been in compliance, with the exception of 2018, and which we calculate differently than the city given our adjustments to available reserves.

### Relatively weak debt profile, with elevated costs relative to the budget, but with rapid amortization

We calculate total direct debt at $82.6 million; when excluding self-supporting GO debt paid from the city's enterprise funds, net direct debt amounts to approximately $70.8 million. The city plans to issue approximately $6.5 million in

new-money GO debt in 2023 and $8.0 million in 2024 for ongoing street and utility projects. While debt service costs make up a considerable portion of the budget, the city has historically managed these costs well, which we expect will continue. In addition, it amortizes roughly the same amount that it issues every year, so we expect the debt profile will remain stable over the near term.

Moderate pension exposure, with some long-term risks, although medium-term costs are unlikely to accelerate

We do not believe that pensions represent a near-term credit pressure for Hopkins because the cost-sharing, multiple-employer, defined-benefit pension plans in which the city participates are reasonably well funded, and annual costs represent only a modest share of total spending. Although the city funds its OPEBs on a pay-as-you-go basis, exposing it to cost acceleration and volatility, we expect that medium-term costs will remain only a small share of total spending and, therefore, not a significant budgetary pressure.

Hopkins participates in the following plans:

- Minnesota General Employees Retirement Fund (GERF): 87% funded (as of June 30, 2021), with a proportionate share of the plan's net pension liability (NPL) of $4.7 million (as of Dec. 31, 2020).
- Minnesota Public Employees Police and Fire Fund (PEPFF): 94% funded (June 30, 2021), with a city proportionate share of the plan's NPL of $3.9 million (as of Dec. 31, 2020).
- An implicit rate subsidy arising from retirees staying on the city's health insurance plan while paying active premium rates: 12% funded (as of Dec. 31, 2020), with a net OPEB liability of $1.0 million.

Both GERF and PEPFF have seen improvements in funded status in recent years, although plan statutory formula contributions have regularly fallen short of actuarial recommendations. Annual contributions are based on a statutory formula that has typically produced contributions lower than the actuarially determined contribution for each plan, and we think that this increases the risk of underfunding over time if the state legislature does not make adjustments to offset future funding shortfalls. Other key risks include a 7.5% investment rate-of-return assumptions, above our 6.0% guidance, and lengthy amortization periods. Nevertheless, pension costs remain only a modest share of total spending, and we believe they are unlikely to pressure the city's medium-term operational health.

## Strong institutional framework

The institutional framework score for Minnesota cities with a population less than 2,500 is strong.

**Hopkins, MN -- Key Credit Metrics**

| | Most recent | Historical information | | |
|---|---|---|---|---|
| | | 2020 | 2019 | 2018 |
| **Very strong economy** | | | | |
| Projected per capita EBI % of U.S. | 123 | | | |
| Market value per capita ($) | 128,271 | | | |
| Population | | 19,484 | 19,213 | 18,808 |
| County unemployment rate(%) | | 6.6 | | |
| Market value ($000) | 2,499,240 | 2,378,345 | 2,145,862 | 2,027,876 |
| Ten largest taxpayers % of taxable value | 21.4 | | | |

**Hopkins, MN -- Key Credit Metrics (cont.)**

| | Most recent | Historical information | | |
|---|---|---|---|---|
| | | 2020 | 2019 | 2018 |
| **Strong budgetary performance** | | | | |
| Operating fund result % of expenditures | | 8.5 | 3.2 | (1.7) |
| Total governmental fund result % of expenditures | | 10.9 | 6.9 | (7.1) |
| **Very strong budgetary flexibility** | | | | |
| Available reserves % of operating expenditures | | 17.3 | 20.9 | 19.8 |
| Total available reserves ($000) | | 2,596 | 3,024 | 2,714 |
| **Very strong liquidity** | | | | |
| Total government cash % of governmental fund expenditures | | 120 | 87 | 95 |
| Total government cash % of governmental fund debt service | | 496 | 363 | 475 |
| **Very strong management** | | | | |
| Financial Management Assessment | Strong | | | |
| **Weak debt & long-term liabilities** | | | | |
| Debt service % of governmental fund expenditures | | 24.3 | 23.8 | 20.1 |
| Net direct debt % of governmental fund revenue | 236 | | | |
| Overall net debt % of market value | 4.4 | | | |
| Direct debt 10-year amortization (%) | 83 | | | |
| Required pension contribution % of governmental fund expenditures | | 3.8 | | |
| OPEB actual contribution % of governmental fund expenditures | | 0.7 | | |
| **Strong institutional framework** | | | | |

EBI--Effective buying income. OPEB--Other postemployment benefits.

## Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019

**Ratings Detail (As Of March 30, 2022)**

| | | |
|---|---|---|
| Hopkins GO bnds | | |
| *Long Term Rating* | AA+/Stable | Affirmed |
| Hopkins GO bnds ser 2017B dtd 07/13/2017 due 02/01/2033 | | |
| *Long Term Rating* | AA+/Stable | Affirmed |
| Hopkins GO bnds ser 2021A dtd 04/06/2021 due 02/01/2036 | | |
| *Long Term Rating* | AA+/Stable | Affirmed |

| Ratings Detail (As Of March 30, 2022) (cont.) | | |
|---|---|---|
| Hopkins GO imp bnds | | |
| *Long Term Rating* | AA+/Stable | Affirmed |
| Hopkins GO tax abatement bnds | | |
| *Long Term Rating* | AA+/Stable | Affirmed |
| Hopkins GO tax increment rev rfdg bnds | | |
| *Long Term Rating* | AA+/Stable | Affirmed |
| Hopkins GO | | |
| *Long Term Rating* | AA+/Stable | Affirmed |
| Hopkins GO | | |
| *Long Term Rating* | AA+/Stable | Affirmed |
| Hopkins GO | | |
| *Long Term Rating* | AA+/Stable | Affirmed |

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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April 5, 2022 City Council Report 2022-036

**Blake Road Station Site Plan Review for Site B**

**Proposed Action:** Staff recommends the Planning & Zoning Commission adopt the following motions:

- Move to adopt Resolution 2022-031 approving the site plan for Blake Road Station Site B (PID 19-117-21-42-0046), subject to conditions.

**Overview**

The applicant, Bryan Farquhar of TF Hopkins, LLC (Trilogy Real Estate Group), requests an amendment to the Blake Road Station Planned Unit Development (PUD) and site plan review for Blake Road Station Site B. In August 2021, the City approved the Blake Road Station Planned Unit Development and site plan for Site A. The applicant now seeks planned unit development (PUD) amendment and site plan review approvals for the second phase of the Blake Road Station development (Site B).

Site B is located at the northwest corner of Excelsior Boulevard and Blake Road and its plans are generally consistent with the original PUD Master Plan. As designed, the proposed building will include 250 residential units, approximately 10,000 square feet of commercial space and 339 enclosed parking spaces to serve both the residential and commercial uses.

Based on the findings in this report, both the Planning & Zoning Commission and staff recommend approval of the site plan for Site B subject to the conditions detailed in the attached resolution. The PUD amendment portion of this project is in process between the City Attorney and the applicant and is scheduled for review by the City Council on April 19. April 19 corresponds to the end of the 60-day review period for these applications. So staff has sent the applicant a letter extending the review period an additional 30 days to allow time to draft, review and execute the PUD amendment.

**Primary Issues to Consider**

- Background
- PUD Amendment
- Site Plan Review
- Engineering Review
- Alternatives

**Supporting Documents**

- Site Location Map
- Applicant's Narrative
- Neighborhood Meeting Comments
- Email from Eric Anondson
- Plans and Building Elevations
- Resolution 2022-031

_____
Jason Lindahl, City Planner

Financial Impact: $ N/A Budgeted: ____ Y/N ____ Source: _____
Related Documents (CIP, ERP, etc.): _____
Notes:

**BACKGROUND**

This Background section provides a history of existing site, project summary, and a brief summary of the review process for this development to date. More detailed information about the project, it's phasing, design, streetscape and public realm, and retail components can be found in the applicant's narrative (see attached).

Existing Site. The 6.4-acre subject property was re-platted as Lots 1, 2 & 3, Hopkins Commerce Addition in July of 1992. However, the buildings on each of these lots were built much earlier. Lot 1 (Site C) contains a 44,000 square foot building constructed in 1954 (Goodwill and vacant space). Lot 2 (Site A) contained a 25,000 square multitenant strip commercial building constructed in 1957. The building on Lot 2 has been cleared and construction on Site A began late last year. Lot 3 (Site B) contains a 26,000 square foot multitenant strip commercial building constructed in 1959. In total, the 3 multitenant strip commercial buildings contained approximately 95,000 square feet of neighborhood serving retail and service uses.

Project Summary. According to the applicant, the Blake Road Station project will redevelop 6.4 acres of land located at the intersection of Excelsior Boulevard and Blake Road into a multi-modal, transit-oriented development adjacent to the future Blake Road Station along the Metro Green Line Extension. Each of the 3 phases of this development are designed to build upon the improvements of the previous phase and are intended to create an increasingly connected, pedestrian friendly, and transit focused neighborhood. As detailed in the table below, overall the site will include 770 residential units and just over 12,000 square feet of retail space.

| Blake Road Station Development Summary | | | | | |
|---|---|---|---|---|---|
| **Site** | **Start** | **Commercial Space** | **Residential Units** | **Parcel Size** | **Density** |
| A | December 2021 | 2,100 | 220 | 1.55 Acres | 142 Units/Acre |
| B | Summer 2022 | 10,062 | 250 | 2.1 Acres | 119 Units/Acre |
| C | 2026-2031 | 0 | 300 | 2.76 Acres | 109 Units/Acre |
| Total | N/A | 12,162 | 770 | 6.4 Acres | 120 Units/Acre |

Review Process to Date. The review process for this project included both the City's land use and zoning review and the required State of Minnesota environmental review processes. The City Council and Planning & Zoning Commission reviewed the concept plan for this development in June 2020 and were generally supportive of the design. As a concept plan review, no public hearing was required. However, because of the ongoing COVID-19 pandemic the City did require the applicant to hold a virtual neighborhood meeting to engage the community about their redevelopment plans. Community comments from the concept plan neighborhood meeting focused on the following topics:

- Business displacement and a need to incorporate affordable neighborhood serving commercial uses.
- Need for affordable and larger apartment units with 3-4 bedrooms.
- The importance of pedestrian scaled architecture.
- The importance of pedestrian and bicycle access to and through the site.

In response to these comments, the applicant made an effort to improve communication with existing businesses about the timeline for the redevelopment, provide reduced rents and allow

additional time for businesses to relocate.

After the concept plan review, the project went through the state required environmental review process in 2020. Based on the size and scope of this redevelopment, the project was required to go through the environmental assessment worksheet (EAW) process. The EAW process included a parking study and a 30-day comment period that resulted in comments from 5 state agencies, Hennepin County, the Hopkins Housing Team and 1 Hopkins resident. The Planning & Zoning Commission reviewed the EAW on October 14 and recommended City Council approval. The City Council then reviewed the EAW on October 20 and made a negative declaration of need regarding the EAW clearing the way for the developer to go through the City's development review process.

Following the EAW process, the applicant submitted development applications for the overall Blake Road Station development and the first phase of this project in June of 2021. These applications include rezoning, planned unit development (PUD) and site plan review for the first phase of the development (Site A). The review process for these applications included an in-person neighborhood meeting on July 14, a public hearing before the Planning & Zoning Commission on July 27 and review and action by the City Council during their August 2 and August 17, 2021 meetings. During the development review process, public comment included the need for affordable housing and commercial space, pedestrian and bicycle improvements, displacement of existing businesses, environmental concerns and the need for an equitable development review of the proposal.

Neighborhood Meeting. The current PUD amendment and site plan review applications require the applicant to host a neighborhood meeting. That meeting took place on March 2, 2022 from 6:00 – 7:30 PM at 1002 2nd Street Northeast (43 Hoops). Neighborhood meetings must be hosted by the developer and require them to engage with the surrounding neighborhood to explain their project, answer questions and take any comments. In addition to the in-person meeting, the applicant was also required to set up a webpage to allow online comments. According to the applicant, they did not receive any online comments and the overall questions or concerns from the in-person meeting included the items listed below. The applicant's responses to these items are detailed in their meeting notes (see attached).

- Affordable housing
- Inquiries from current and prospective tenants about retail space
- Project timeline
- Pedestrian connections and improvements.

**Community Comment**. Under state law, these applications require a public hearing. Accordingly, the City published notice of this request and public hearing in the Sun Sailor, mailed notices directly to all property owners and existing tenants within 500' of the subject property, posted a sign on the subject property to inform the general public of the proposed project and added information about the project and staff and developer contact information to the City's website.

The notice directed all interested parties to send questions or comments to City Planner Jason Lindahl by mail, phone or email or to attend the public hearing where they could learn about the request, ask questions and provide feedback. As of the writing of this report, the City had

received one email comment from Eric Anondson of 53 Jackson Road. Mr. Anondson raised concerns about too much landscaping at Blake Road and Excelsior Boulevard and its impact on bike maneuverability and the need for additional traffic calming along the new north/south street. After some discussion, both staff and the Planning & Zoning Commission found the landscaping at Blake Road and Excelsior Boulevard should not limit bicycle maneuverability and there should be adequate traffic calming along the north/south street. Staff will provide an update on any additional public comments received during the City Council meeting.

**Planning & Zoning Commission Action**. The Planning & Zoning Commission reviewed this item (Planning Application 2022-06) during the March 22, 2022 regular meeting. During that meeting, the Commission heard a summary presentation from City staff and held a public hearing that produced no comments.

Following the hearing, staff noted that the applicant had satisfied several conditions from the Planning & Zoning Commission resolution which could now be deleted. However, there was not agreement between staff and the applicant on the architecture of the building entrance along Excelsior Boulevard or the amount of window transparency along the north and west sides of the building. After some discussion, the Planning & Zoning Commission agreed with the applicant that no changes were needed for the architecture of the building entrance along Excelsior Boulevard. But the Commission was tied 3-3 on the need for additional window transparency along the north and west sides of the building. As a result, they directed the applicant to continue to work with staff to find a solution. Since the meeting, the applicant has agreed to revise the building elevations to include additional storefront design along the north side of the building and matching windows and green wall landscaping materials along the north and west sides of the building. These changes are acceptable to staff under the overall PUD.

## PLANNED UNIT DEVELOPMENT AMENDMENT

The applicant received approval of the Blake Road Station PUD and associated Master Plan in August of 2021. The PUD establishes the Mixed Use zoning district and its development regulations as the base zone and standards for review. Overall, the PUD entitled lot configuration, access and private road configuration, and building height for all 3 sites as well as the setback standards for Site A.

Review of Site B requires separate site plan review approval based on the entitlements established in the PUD Master Plan noted above and the specific zoning standards of the Mixed Use district. Deviations from the Mixed Use standards, other than those noted above require an amendment to the existing Blake Road Station Planned Unit Development (PUD) agreement. The PUD amendment portion of this project is in process between the City Attorney and the applicant and is scheduled for review by the City Council on April 19. April 19 corresponds to the end of the 60-day review period for these applications. So staff has sent the applicant a letter extending the review period an additional 30 days to allow time to draft, review and execute the PUD amendment.

As you may recall, the purpose of a PUD is to allow flexibility from traditional development standards in return for a higher quality development. Typically, the City looks for a developer to exceed other zoning standards, building code requirements or meet other goals of the Comprehensive Plan. In exchange for the flexibility offered by the planned unit development, the applicant is expected to detail how they intend to provide a higher quality development or

meet other City goals.

The requested deviations and items offered by the developer in exchange for the requested deviations for Site B are compared in the table below. Each of the requested deviations is compared with the applicable Mixed Use zoning district standards in the Site Plan review section below.

| PUD Comparison for Blake Road Station Site B | |
|---|---|
| **Requested Deviations** | **Items Offered to Support the PUD** |
| Building Height | Transit Supportive Density |
| Floor to Area Ratio | Linear Park |
| Setbacks on all 4 Sides of the Building | 20 EV Charging Stations |
| Parking Stall Dimensions | Additional Landscaping |
| Exterior Building Materials | |
| Transparency & Fenestration | |
| Façade Articulation | |

When weighing a PUD request, the City should consider if the proposed deviations and items offered by the developer create a higher quality development, if there is a reasonable trade-off between these items and if the items offered by the developer help to mitigate the requested deviations.

Future review of Site C will require separate site plan review approval based on the entitlements established in the PUD Master Plan and the specific zoning standards of the Mixed Use district. Deviations from the Mixed Use standards for Sites C other than those specifically noted in the PUD agreement will require an amendment to the existing Blake Road Station Planned Unit Development (PUD) agreement.

It should also be noted that the applicant's narrative for the original PUD states their intent to subdivide these properties as part of future development of Site C. Because this project is along a county road, both the City of Hopkins and Hennepin County will have plat review authority. With any subdivision, the City has the ability to collect park dedication in the form of land or a fee-in-lieu. The original PUD established the park dedication rates in place in 2021 which are $3,000 per unit for multiple family residential and five (5) percent of the fair market value of the commercial land as estimated by the county assessor.

## SITE PLAN REVIEW FOR SITE B

Standards for reviewing site plan applications are detailed in Article IV of the City Code. This section establishes the site plan review procedure and provides regulations pertaining to the enforcement of site design standards. These procedures are established to promote high quality development that ensures the long-term stability of residential neighborhoods and enhances the built and natural environments within the City as new development and redevelopment activities occur. Specifically in this case, site plan review is required for the new mixed-use building. Staff has reviewed the proposed development against the zoning regulations for the Mixed Use district and the standards established in the Blake Road Station PUD. Staff's review and findings for each of these regulations are detailed below.

Land Use & Zoning. The subject property is guided as Activity Center in the 2040

Comprehensive Plan. The Activity Centers future land use category surrounds and supports the planned Blake Road and Shady Oak light rail stations along the Metro 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. 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 subject property is within the ¼ mile radius of the future Blake Road Station and has a density of 119 Units/Acre. As noted above, the site is also zoned Mixed Use with a planned unit development which is consistent with the comprehensive plan designation.

Height. The applicant's plans call for the building on Site B to be a total of 7 stories which is consistent with the height standard established for Site A, B and C under the Blake Road Station PUD. In total, the building will have one level of parking below grade, two levels of concrete construction for commercial and amenity spaces and additional parking, and five stories of wood-framed construction for residential apartment units. As a mixed-use building, the base Mixed-Use zoning would allow the building to be up to six stories in height. However, the PUD allowed for one additional story in exchange for the development more closely meeting the 2040 comprehensive plan density goals around light rail stations.

Floor to Area Ratio (FAR). As designed, the Floor to Area Ratio (FAR) for Site B fails to meet the standard of the Mixed Use district. FAR is a measurement of density calculated by dividing the floor area of a building by the lot area of the parcel on which the building is located. In the Blake Road Station Area, the FAR standard is a minimum of 2 and a maximum of 3 for residential buildings and a minimum of 3 and a maximum of 5 for mixed use buildings. The building on Site A is considered a mixed-use building because it includes commercial space. With a proposed FAR of 2.8, the building on Site B does not conform to the minimum 3.0 FAR standard. However, given the overall design of the site, the proposed 2.8 FAR is acceptable under the PUD.

Setbacks. As designed, the building on Site B does not meet the setback standards for the Mixed Use district. The table below compares the required and proposed setbacks for Site B. Overall, the proposed setbacks are less than required on the north, south and east sides of the building but greater than required on the west side of the building. This design results in additional space for a linear parking along the west side of the site which results in a more pedestrian and transit focused layout and is acceptable under the overall planned unit development.

| **Setback Review for Blake Road Station – Site A** | | | |
|---|---|---|---|
| **Setback** | **Standard** | **Proposed** | **Status** |
| Front (South) | 15' – 25' | 10'-8" to 18'-2" | Non-Conforming (-4'-4" to -6'-10") |
| Front (East) | 15' – 25' | 9'-8" to 28'-5" | Non-Conforming (-5'-4" to +3'-5") |
| Front (west) | 15' – 25' | 32'-8' to 49'-10' | Non-Conforming (+22'-8" to +24'-10") |
| Rear (North) | 10' | 5'-3" to 20'-7" | Non-Conforming (-4'-9" to +10'-7") |

*Note: Setbacks are measured from the foundation; however, it should be noted that stories 3-7 along the south side of the building are recessed which results in great visible setback for these upper floors.*

Off-Street Parking & Travel Demand Management. The applicant conducted a traffic impact analysis as part of the concept plan and environmental review processes. Overall, the study confirmed the City's off-street parking requirements of the Mixed Use district and the number

of parking spaces proposed by the developer were adequate for all 3 buildings.

A specific review of Site B finds the proposed off-street parking meets the requirements of the Mixed Use district. These standards require residential uses provide a minimum of 1 and a maximum of 1.5 enclosed parking stalls per unit and 1 guest stall per 15 units. Using these standards, the 250 unit building proposed for Site B is required to provide at least 267 off-street parking stalls and a total of 339 are proposed.

Of the 339 total proposed stalls, 297 are reserved for residential use while 42 are designated to serve the commercial uses. Under this parking division, the site exceeds the minimum amount of required residential parking by 30 stalls but is 8 stalls under the minimum commercial parking standard of 1 stall per 200 square feet. Therefore, staff recommends a condition of approval require the applicant to allow at least 8 of the stalls reserved for residential use to be available to employees working in the commercial space to meet the 1 stall per 200 square feet parking standard.

The recommended allocation of parking results in a parking ratio of 1.15 stalls per unit for residential and 1 stall per 200 square feet for commercial. By comparison, Site A has 256 total stalls with a parking ratio of 1.16 stalls per unit.

Bicycle Parking. According to the applicant's narrative, bicycle parking on Site B exceeds the minimum requirements of the Mixed Use district. For multifamily residential, the Mixed Use district requires 1 long-term space per 2 units and 1 short-term space per 20 units or a total of 138 bicycle parking spaces. According to the applicant, there will be 150 bicycle parking stalls for residential use within the building. However, the location of these stalls is not illustrated on their plans. Staff recommends that a condition of approval require the applicant to revise their plan to show at least 138 long-term bicycle parking stalls within the building and at least 13 short-term stalls outside the building.

The Mixed Use district also requires bicycle parking for the commercial space. These standards require at least 0.5 long-term spaces per employee and 0.5 short-term spaces per 1,000 square feet of net building area. According the applicant's narrative, to meet these requirements Site B will have 20 bicycle racks located within the right-of-way adjacent to the building's primary entrance. However, the required 5 long-term spaces must be located within the building. Staff recommends that a condition of approval require the applicant to revise their plan to provide at least 5 long-term commercial bicycle parking stalls inside the building in close proximity to the commercial spaces. The balance of the 15 commercial bicycle parking stalls may be located outside the building close to the entrances to the commercial space. Any bicycle parking located within the public right-of-way must be approved by the City and or Hennepin County.

Shadow Study. The Mixed Use district requires a shadow study for all buildings four stories or higher and the applicant has included this study with their plans. According to the Mixed Use district standards, the shadow study must indicate the shadows cast at the shortest and longest days of the year. Impacts of a shadow on the surrounding property may be a reason to lower and/or adjust the location or height of buildings. Staff review of the shadow study finds little to no impact on adjacent properties even with the additional height to 7-stories allowed through the PUD.

Exterior. Exterior materials proposed for Site B do not meet the standards of the Mixed Use district. The Mixed Use district requires the primary exterior treatment of walls facing a public right-of–way or parking lot on a structure shall be brick, cast concrete, stone, marble or other material similar in appearance and durability. Regular or decorative concrete block, float finish stucco, EIFS-type stucco, cementitious fiberboard, or wood clapboard may be used on the front façade as a secondary treatment or trim but shall not be a primary exterior treatment of a wall facing a public right-of-way. Staff interprets primary to be at least 65 percent and secondary to not exceed 35 percent of the side of a building. The proposed exterior materials for the building on Site B are summarized in the table below.

| **Exterior Materials for Blake Road Station Site B** | | | | |
|---|---|---|---|---|
| **Material** | **North** | **South** | **East** | **West** |
| Brick Veneer | 32% | 32% | 15% | 44% |
| Metal Panel | 7% | 8% | 15% | 12% |
| Metal Tile | 36% | 37% | 32% | 31% |
| Fiber Cement Lap Siding | 25% | 23% | 38% | 14% |
| Total | 100% | 100% | 100% | 101%??? |

Of the proposed exterior materials detailed above, only the brick qualifies as a primary material and it covers 32% of the north and south, 15% of the east and 44% of the west sides of the building on Site B. While these are significantly less than the requirement, the applicant notes that the brick material is concentrated on the first two levels of all sides of the building to enhance the ground level pedestrian experience. This design and mix of materials for the building on Site B are acceptable under the overall planned unit development.

Building Orientation. The building on Site B conforms to the building orientation standards of the Mixed Use district. Buildings within the Mixed Use district must be oriented toward the pedestrian by providing a direct link between each building and the pedestrian walking system, with emphasis on directing people to a transit station. The applicant's plans for Site B show the building will have pedestrian connections to the existing sidewalk along both Blake Road and Excelsior Boulevard that will eventually connect with the sidewalks and streets planned for overall site and the City's sidewalk and trail system.

Transparency & Fenestration. The building on Site B only meets the transparency & fenestration standards of the Mixed Use district on the south and east sides of the building. The Mixed Use district requires a minimum of 60 percent to a maximum of 75 percent of the front street-facing facade between two feet and eight feet in height must comprise clear windows that allow views of indoor nonresidential space or product display area. And the building must have at least 30 percent fenestration for windows above the first floor for all sides of the building.

Since the meeting, the applicant has agreed to revise the building elevations to include additional storefront design along the north side of the building and matching windows and green wall landscaping materials along the north and west sides of the building. These changes are acceptable to staff under the overall PUD.

Façade Articulation. The building on Site B does not meet the façade articulation standards of the Mixed Use district. These standards require the primary street side façade of a building shall not consist of unarticulated blank walls, flat front facades or an unbroken series of garage doors.

The front of a building shall be broken up into individual bays of a minimum of 25 feet and maximum of 40 feet wide. The building's architectural elements (window, balconies and materials) provide some break-up of the elevation, and since the Planning & Zoning Commission meeting the applicant has agreed to add a roof cap architectural feature to the building. Overall, staff finds this design acceptable under the PUD.

Sidewalks. Site B meets the minimum sidewalk standards of the Mixed Use district. The Mixed Use district requires a minimum 5-foot wide sidewalk along the frontage of all public streets and within and along the frontage of all new development or redevelopment. The applicant's plans illustrate sidewalks of at least 5 feet along all four sides of the building.

Pedestrian/Streetscapes. The applicant's plans appear to meet the pedestrian and streetscape standards of the Mixed Use district. The Mixed Use district requires pedestrian streetscape improvements along all sidewalks. Pedestrian improvements of at least 25 percent of the landscaping budget shall be included in the development. These improvements shall create a high quality pedestrian experience through the provision of benches, planters, drinking fountains, waste containers, median landscaping and the like. Pedestrian-scale light fixtures that shine downward on the sidewalks and walkways shall be no greater than 12 feet in height and must be provided along all sidewalks and walkways to provide ample lighting during nighttime hours for employees, residents, and customers. Staff recommends a condition of approval require the applicant to provide more detailed streetscape information for street furniture and light.

Landscaping. The applicant's landscape plan for Site B exceeds the landscaping standards for the Mixed Use district. According to the applicant's estimates, this project is required to provide $103,000 in landscape improvements with at least 25% allocated to pedestrian/streetscape improvements (see section above). In this case, the applicant's plans include $286,000 of total landscaping improvements with $188,000 of plantings, fencing and irrigation and $98,000 (or 34%) in pedestrian/streetscape improvements. Staff recommends a condition of approval require the applicant to provide a landscape and landscape/streetscape letter of credit in a form acceptable to the City Attorney for 125% of the value of all improvements. Under the original PUD, the City agreed to accept a landscape escrow instead of a letter of credit. The applicant shall increase this escrow to cover 125% of the landscape/streetscape improvement for Site B. The City shall hold this security until all landscape/streetscape improvements have been installed and all plantings have survived at least one growing season.

Signs, Canopies and Awnings. The plans for Site B do not include a specific sign plan. However, the plan renderings do include general information about a monument style sign in the southeast corner of the site adjacent to the Blake Road and Excelsior Boulevard intersection. All signs must be approved through a separate administrative permit subject to conformance with the standards of the Mixed Use district and sign regulations contained in Article XXI - Signs. It should be noted that the original PUD allowed for a specific ground sign located at the southwest corner of Site B. This item is addressed in the original PUD and is in addition the future sign proposed for the southwest corner of Site B.

Trash Enclosure. The applicant plans to store trash containers within the underground parking garage. The applicant shall designate a specific location within the Level 1 parking garage and an on-site location for trash pickup. Trash pick-up shall not occur within the public right-of-way or

any street surface.

Exterior Lighting. The applicant's plans for Site B include a photometric site plan consistent with the City's exterior lighting requirements.

Stormwater Treatment. The applicant's narrative includes stormwater treatment information that indicates it exceeds both the City's and Minnehaha Creek Watershed District's (MCWD) standards. According to the applicant, runoff from Site B will be conveyed to the future 325 Blake Road regional stormwater treatment facilities via the Powell Road diversion. More detailed information about the applicant's stormwater treatment plans can be found in the attached project narrative. Staff recommends a condition of approval require the applicant to receive all necessary approvals from the City Engineer and the Minnehaha Creek Watershed District prior to issuance of a building permit.

## ENGINEERING REVIEW

The Engineering Department offers the following comments.

- Conformance with all applicable conditions of the PUD Master Plan approval.
- Conformance with all requirements of the Traffic Impact Study.
- Storm Sewer
  - Watershed review and approval required
  - All underground detention and newly installed infrastructure will be private, and will be the responsibility of the owner/developer for all future maintenance.
- Water/Sewer
  - All newly installed infrastructure will be private, and will be the responsibility for the owner/developer for all future maintenance. This includes hydrants, valves, and service connections.
  - ROW permit will be required for any work in the public ROW. This includes Hennepin County and Hopkins.
  - There are no local SAC or WAC fees. Met Council SAC fees may apply.
- The monumentation at Blake and Excelsior may be removed.
- The City is only responsible for snow removal for sidewalk and trails within the public ROW. The owner is responsible for all other snow removal. The developer may remove snow from the public ROW.
- Lighting with the ROW shall match adjacent corridor lighting.
- Irrigation shall be provided in all ROW boulevards. Coordinate location and type with Hopkins Public Works.

## ALTERNATIVES

1. Vote to approve the site plan for Blake Road Station Site B. By voting to approve, the site plan for Blake Road Station Site B will be approved.

2. Vote to deny the site plan for Blake Road Station Site B. By voting to deny, site plan for Blake Road Station Site B will be denied. Should the City Council consider this option, it must also identify specific findings that support this alternative.

3. Continue for further information. If the City Council finds that further information is needed, the items should be continued.

# Site Location Map for Blake Road Station



Blake Road Station – Phase B
Project Narrative – Formal Review
2022-02-18 Submission (03-17-22 Update)

**PROJECT OVERVIEW**

The Blake Road Station project is the redevelopment of 7.4 acres of land located at the intersection of Excelsior Boulevard and Blake Road South in Hopkins, MN. Trilogy Real Estate Group has been working with the City of Hopkins to develop the site in a three-phase, multi-modal transit-oriented development adjacent to the Blake Road Southwest LRT Station. The project received PUD and Phase A site plan approval in August of 2021, allowing for construction to begin on the first building in December of 2021. The second phase, which is the subject of the current site plan approval request, is situated on the corner of Excelsior and Blake Rd and will serve as a welcoming gateway to the project and City of Hopkins. When the third phase is completed, the development will be an anchor for the new transit station and will advance long-standing City goals outlined in numerous area planning documents, including the *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), as discussed in more detail in the latter part of this narrative.

As early as 2003, the *East Hopkins Land Use & Market Study* confirmed that redevelopment within the City's east end along Excelsior Boulevard and Blake Road would require a significant catalyst to help overcome certain existing barriers and obstacles to market delivery of such redevelopment. The applicant believes that the high-quality redevelopment of the project site and creation of a new transit-oriented node with significant residential density will provide such a catalyst. Each phase will build upon the improvements of the previous phase and will ultimately result in an increasingly connected, pedestrian friendly, and transit-focused community. The project will add to the mix of housing choices for area residents, providing a new opportunity to live immediately adjacent to the light rail transit station.

**STREETSCAPE AND PUBLIC REALM**

The development team has approached this site as a unique opportunity to complement the transformative power of the Southwest LRT line. Each phase of the Blake Road Station project defines and beautifies the streetscape while complementing the crucial transit functions in and around the site. Currently, two of the three parcels on the site are comprised of older, stressed pavement with ill-defined access and a plethora of surface parking stalls. The Planned Unit Development that was previously entitled will transform the site and emphasizes a neighborhood scale of connected streets, with traffic calming measures and pedestrian features that will significantly improve the aesthetic of the gateway to the City of Hopkins.

This is the second of three parts of the projects vision that includes extensive pedestrian improvements for the area including sidewalk connections through the site with boulevards and a rhythm of deciduous street trees will provide a human-scale canopy year-round. The trees' summer shade reduces the heat island effect, creating a comfortable microclimate when needed most. Both the trees and parallel parking zones will help to create visible friction that will successfully reduce driving speeds to provide a safer environment for people, bikers, and drivers. The pedestrian zone along Excelsior Boulevard and Blake Road expands to a width suitable for public street amenities including benches, bike racks, street lighting and planting beds.

Phase B of the development will begin to define a new north-south street that divides the sites in two

and will connect to the SWLRT station. This phase creates the spine between the first phase from which stems entries, active uses, and a newly created linear pocket park. Adjacent to the future use parcel that sits immediately to the north of this phase of the project, the pocket park will feature seating, natural play features, landscaping, and a pedestrian walk that offers a connection from Blake Road to the interior of the development. The pedestrian connection will provide flexibility to adapt to opportunities that may develop on the future use parcel that is not currently controlled by the applicant.

**BUILDING DESIGN**

Blake Road Station will provide creative, mid-rise residential buildings that maximize density while emphasizing green space and public realm at the street level. The proposed style of construction for Buildings B is five levels of wood framing over two levels of concrete podium and a below-grade level of parking; similar to Building A. Trilogy envisions a community that values leisure and comfort with the ease of urban connection. The exterior building design draws on these qualities of being a transition from an urban to naturalistic landscape. The architecture offers a refined exterior material palette that reinforces this site's potential as a catalyst for beautiful design and smart growth in the Blake Station area of Hopkins. The palette, forms, colors, textures, and details create a coherent whole that is energizing and enduring.

The design of Site B builds on the design language established by Site A. Where Site A has a warm, neutral tones to evoke a feeling of rural comfort, Site B uses similar materials and massing but in a higher contrast color scheme that is dressier and more formal, better suited to its location and role as a gateway building. While the forms of Site B are simple and peacefully resolved they are meant to have more of a "signature" presence both for the development and for the city of Hopkins.

At street level, the sidewalk experience at the base of Site B is nearly identical to that of Site A. This is intentional so that the campus will have a sense of place with small differences that can be explored. The articulation in the masonry of Site B is also slightly more animated to enliven the pocket park. Site B has much more commercial square footage. The commercial sidewalk experience is metal clad. It has a clean and modern look, clearly differentiated from the residential and amenity areas at street level, while also maintaining specific historic references to a cornice and traditional façade signage. Blade signs also neatly slot into the elegant panel system used to define the retail facades. Building lighting is utilized to enhance the sidewalk experience throughout.

At the upper levels, all facades are clad with durable materials. Masonry and medium gauge metals and composite metal panels along with quality windows comprise more than eighty percent of the façade surfaces on the primary sides of the building along Blake and Excelsior. The primary sides as well as the west side of the building are articulated with separate clearly defined masses, each with its own carefully composed façade whether the function within the building is residential, parking, retail, or private amenity. The projecting masses are wrapped consistently on all three sides, expressing how the building is organized into separate groupings in a beautiful and balanced architecture while also saying something about how each of the individual homes within are configured. Fiber cement lap siding is shown in recesses in order to visually separate these areas from the main facades' more prominent architectural elements. As with Site A, the metal portions of the cladding on Site B will also have an attractive luster. Metallic luster allows the building to show its personality by dressing itself in the colors of its surroundings, most beautiful at sunrise and sunset but also softly echoing the glow of the carefully designed and manicured pedestrian realm at ground level, reflecting its current lighting configuration and its active uses.

Amenity courtyards, balconies, and terraces extend living spaces to the outdoors while improved sidewalks and connections encourage active lifestyles for residents. Ground floor retail space will enhance the streetscape experience and provide an opportunity for retailers to have an intimate connection with residents, LRT riders, and the surrounding Hopkins community. With proximity to the Cedar Lake Trail, each building will supply ample storage and access to bicycle repair facilities to encourage bicycle use for recreation as well as daily commuting.

Similar to Site A, these state-of-the-art dwelling units will support the residents' sustainable living experience by providing urban housing that incorporates energy-efficient appliances, low-flow water fixtures, low-VOC paints, building-wide recycling practices and encouraging car-free living. The buildings will be designed to incorporate assemblies that ensure high-quality acoustical performance between units (wall and floor assemblies).

**DEVELOPMENT PHASING**

Commencement of construction of the various phases is dependent upon market conditions and existing lease agreements. Subject to those conditions, the development team currently anticipates the following construction start dates for the various phases:

Building A: Under Construction
Building B: Summer 2022
Building C: Spring 2026 – 2031 (pending existing lease agreements)

CITY APPLICATIONS/APPROVALS

- Previous Approvals
    - Zoning Application: Requesting rezoning from B-4 (Neighborhood Commercial) and I-1 (Industrial) to Mixed Use District
    - Planned Unit Development (PUD) Submittal (for the Overall Site)
    - Site Plan Approval for Site A (Site Plan Review Application)
    - Travel Demand Management Study approved by the City of Hopkins and Hennepin County
    - Execution of a Planned Unit Development Agreement
- Site Plan Approval for Site B (Site Plan Review Application)
- The development plan may necessitate re-platting of the land in future phase C
- Approvals from the Minnehaha Creek Watershed District
- Amendment to the Planned Unit Development Agreement

**PROPOSED DEVIATIONS FROM MIXED USE DISTRICT STANDARDS**

Strict adherence to the Mixed-Use District standards and requirements is not required in this case to satisfy the intent of the City's planned unit development provisions and the proposed deviations from those standards will not prejudice the health, safety or welfare of the residents of the development, the surrounding area or the city as a whole. The proposed deviations from Mixed Use District standards for the Blake Road Station Site B are summarized in the following table:

| Requested Deviations | | |
|---|---|---|
| Category | Mixed-Use Standards | Proposed for Site B |
| Building Height | 6 stories | 7 stories granted with previous PUD approval |
| Floor Area Ratio | 3.0 | 2.8 |
| South Setback | 15' – 25' | 10'-8" to 18'-2" on Levels 1 and 2<br>25'-1" to 30'-8" on Levels 3 thru 7 |
| West Setback | 15' – 25' | 32'-8" to 49'-10" |
| East Setback | 15' – 25' | 9'-8" to 28'-5" |
| North Setback | 10' | 5'-3" to 20'-7 on Levels 1 and 2<br>11'-1" to 20'-4" on Level 3 thru 7 |
| Parking Stall Dimensions | 9 ft x 20 ft | 9 ft x 18 ft |
| Primary Exterior Building Materials | The zoning material guideline does not identify the metal panel tile as a primary or secondary material | High-quality, primary materials of brick and glazing are proposed at Levels 1 and 2 of Building B. The applicant proposes the metal tile material as an equally durable and attractive option to other primary materials. |
| Exterior Building Material Percentage | 20% maximum for secondary materials such as fiber cement siding | East elevation – Fiber cement siding, a secondary material, covers about 24% of the east elevation. Requested deviation to allow up to 30% for secondary materials on the east elevation. |
| Building Transparency | 60% transparency between 2 ft and 8 ft | West elevation: 30% tinted or opaque glazing and 20% recessed brick is proposed between 2 and 8 ft.* |
| Signage | One monument sign permitted for each multi-tenant building provided the surface area of the sign does not exceed 2 sq ft per front foot of lot. No sign shall be over 150 sq ft, 20 feet in height and have a setback in no case less than 20 ft from the property lines. | Approved as part of the PUD, a 3 ft x 6 ft monument sign at the southwest corner of Site B is proposed as a marker for Goodwill. |

**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 better aligns with overall Comprehensive Plan goals. To ensure a high-quality development, the applicant is proposing the following site enhancements in support of the proposed deviations:

Enhanced Pedestrian Scale Architecture

Primary building materials of brick, metal and glass are focused at the first two levels of the street-facing elevations. Other building elements such as canopies, building mounted light sconces, a trellis over the outdoor seating area and recessed balconies enhance the street presence and pedestrian experience at the ground floor. Stepping back the building at the third level along Blake and Excelsior creates a 2-story expression at focused pedestrian areas to further emphasize the human scale. Finally, the selected metal panel tile is both modern and traditional, with a shingle shape that creates a more residential scale at the upper-level elevations.

Site signage will be constructed with materials that match the architectural style and materials of the building. The base of the primary monument sign for the development will be surrounded by landscaped planting beds and enhanced with seating opportunities. The development team is open to working out a solution for public art at this intersection.

Active Uses and Building Transparency

With effectively three front yards on Site B, the pedestrian scale design and site programming ensures articulation and interest on all sides, rounding out the 360-degree architecture of the building design. Active uses line the public street frontages with multiple retail spaces lining Blake Road and anchoring the southeast building corner. Shared building amenity spaces for residents will front Excelsior Boulevard with the primary residential entrance at the intersection of Excelsior and the new north-south internal road. Building accent lighting will enhance the building architecture throughout the site.

The elevations along Blake Road and Excelsior Boulevard will meet or exceed the city ordinance minimum requirement of 60% transparency for front street-facing façades (between 2 ft and 8 ft).

Where 60% transparency is not provided along the western elevation facing the private internal road, windows are provided into the parking garage and the wall is comprised primarily of brick. The wall acts as a backdrop for the public linear park and will be planted with trees and vines that will provide another layer of visual interest for passersby that varies with the seasons. The western façade will incorporate recessed detailing along with the glass, accounting for a total of 50% of the elevation (30% glazing and 20% recessed brick) The western drive is a private road created by the development team, so it is unclear if a deviation should be required for this frontage, as this isn't a city street.

The north elevation will receive a similar treatment to the West with the addition of wrapping the retail detailing around the corner. Then elevating the visual interest and aesthetic with a balanced mix of glazing, brick accents and illuminated façade. There is no glazing or transparency requirement as it does not face the street or a public right-of-way, but ±20% tinted/opaque glazing is provided in addition to ±22% façade detailing with a recessed brick accent.

Site Access Improvements

The master plan for the new development aligns directly with goals from Station Area Planning documents. A new network of publicly accessible streets divides the site into pedestrian-scaled, walkable quadrants and connect the surrounding context to the SWLRT station. The new north-south street becomes the crucial spine from which stems primary building entries, active uses, and a public linear park. The east-west street further breaks down an otherwise super block, improving circulation and creating a tree-lined street with parallel parking and walk-up townhome 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. Both the trees and parallel parking zones will help to create visible friction that will successfully reduce driving speeds to provide a safer environment for people, bikers, and drivers. The pedestrian zone along Excelsior Boulevard (ranges from 28' to 34 ft) and Blake Road (ranges from 17'-6" to 34 ft) expands to a width that supports public street amenities including benches, bike racks, street lighting and planting beds.

The deviations for building setbacks are a result of the unique property configurations at this site, and the proposed 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.

Along the northern edge of the site, a sidewalk is proposed within the rear yard. While this is not along a frontage road and therefore not required, Trilogy believes this added pedestrian pathway through the site will be a great amenity for the adjacent community. Providing this east-west connection will allow those walking along Blake Road or coming from the LRT station to access the interior of the site and the pocket park without having to walk up to Excelsior Blvd to do so. The sidewalk will be well lit with building mounted and bollard lighting. Native plantings will line the majority of the pathway, and decorative screening and a wood fence will provide visual interest along the way.

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 future 325 Blake Road regional stormwater treatment facilities via the Powell Road diversion. However, the new landscape areas, underground pipe retention systems and Jellyfish treatment structures proposed on-site will not only provide rate control but will treat the first 2-inches of rainfall from the impervious area. This is a substantial improvement from the site condition today as the site is primarily impervious surface and stormwater runs off without any treatment or attenuation.

In summary, the new landscaping will help with stormwater abstraction and the underground treatment system will retain and treat stormwater in excess of MCWD and City standards. The proposed on-site stormwater management system exceeds MCWD/City standards by providing filtration treatment above the required 2" rainfall event. The detention systems (BMP 2A and BMP 2C) have the volume capacity to treat up to a 2.55" rainfall event. The proposed Jellyfish Filter systems (BMP 2B and BMP 2D) have the capacity to treat a flow rate of 1.30 CFS and 0.85 CFS, respectively. The corresponding modelled flow rates are 1.24 CFS and 0.72 CFS, which are within the filtration system treatment capacities. MCWD also requires 70% TSS removal, whereas BMPs 2B and 2D have an 80% removal efficiency. With 88% of Site capture, the filtration system provides 71% TSS removal.

MCWD requires proposed runoff rates to be equal to or less than the existing condition. Total proposed site runoff rates are reduced by approximately 26-66% from the existing condition, depending on the rainfall event.

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. The landscaped area within the study area is almost doubled from the existing conditions as well. Due to contaminated groundwater conditions, this additional landscape area has not been included in the model for viable infiltration to be conservative, but the new landscape areas will certainly provide additional volume reduction in reality.

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).

As previously mentioned under 'Streetscape and Public Realm,' the master plan includes generous planted zones (6 ft to 12 ft wide) and a rhythm of deciduous street trees that will provide a human-scale canopy year-round. The trees' summer shade reduces the heat island effect, creating a comfortable microclimate when needed most.

A linear public park is proposed on the western edge of Building B. The pocket park offers opportunities for a quick hangout spot or a chance for larger community gatherings to occur. A central plaza space of crushed stone, column lights, artful concrete 'asterisk' blocks and moveable café tables/chairs provide flexible seating arrangements. A mini stage for small performances is proposed along with some nature play balance sculptural elements. Additional gabion wall seating is provided along the edges. A spot for a food truck offers potential food options. Native landscape plantings and trees contributes to a more natural backdrop.

The streetscape will be greatly improved with new planning beds along Excelsior and Blake Road. Raised curb planting beds will be similar to Phase A and provide a visual continuity along Excelsior. New trees and plantings will help extend the existing Blake Road streetscape. Building edges are enhanced by green and planted yards with an array of site-appropriate species. This variety adds a visually interesting green environment and is a significant improvement from existing conditions today.

Calculating the minimum landscape value based on the current project budget for Site B and per the City's landscape code requirements (section 102-375 Landscaping), the minimum landscape value is approximately$103,000, with at least 25% allocated to pedestrian improvements. The estimated Landscape and Pedestrian/Streetscapes value for Site B will exceed the minimum landscape value requirement.

We estimate that Site B will provide the following:

- Trees: $33,000
- Shrubs: $25,000
- Grasses: $12,000

- Sod: $6,000
- Planting Soil: $25,000
- Edger/Mulch: $22,000
- Irrigation: $40,000
- Fencing/screening: $25,000

*Excelsior & Blake Boulevards*

- Curb islands: $32,000
- Pavers: $26,000
- Site Furniture: $15,000
- Lighting: $25,000

**TOTAL ESTIMATED LANDSCAPE VALUE PROVIDED $286,000**

Specifics for Site B's landscaping plan and plant species can be found within the application materials.

Proposed Pet Exercise Area (Dog Park) & Relief Areas

The importance of providing a formal exercise area for pets, specifically dogs, has been acknowledged by including a dog park along the west side of the future Site C building. The dog park will be fenced and includes small-scale lighting, seating and receptacles for proper disposal of animal waste.

A dog relief area will be provided for use by residents along the west side of Building B.

Bike Amenities

With immediate access to the Cedar Lake Trail, ample bike amenities will promote the use of multiple modes of transportation for residents and patrons to the site. The city standard for bike parking is one long term stall per 2 units and one short term per 20 units (138 total bike racks). Building B will accommodate over 150 bike racks for resident storage within the building. The Mixed Use district bicycle parking requirements are 0.5 long-term spaces per employee and 0.5 spaces per 1,000 square feet of net building area or 5 spaces. Public bike racks (20 capacity) are located within the right-of-way adjacent to the primary Building B entrance as well as adjacent to the retail uses along Blake Road. A bike wash area with automatic shut off timer will be available in the P1 parking level. The development team is open to providing space on site to accommodate city micro mobility solutions in the future.

Sustainable Design

The project is enrolled in the Xcel Energy Design Assist (EDA) program to evaluate and prioritize strategies in order to maximize energy efficiency. See separate attachment for a comprehensive summary of the energy saving and sustainable design features of the project.

Support of Comprehensive Plan Goals

The project supports and further advances a number of goals outlined in the City's 2030 Comprehensive Plan and draft 2040 Cultivate Hopkins Plan. See summary of these goals below within the PUD statement section.

**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

The proposed Planned Unit Development is intended to serve the growing population of Hopkins and provide dwelling units within one quarter of a mile of the future Blake Road Southwest LRT Station. It is anticipated with the proposed future LRT station that this site will be a regional draw for apartment-dwellers.

Trilogy will deliver an incredibly important development node along Blake Road, 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 anchor for the LRT station and act as a catalyst for future 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-scale streetscape
- Improve safety and security with strategies such as greater security presence, improved lighting, and other practices such as CPTED (Community Policing Through Environmental Design)
- Pursue transit-oriented design that enhances multi-modal access, and provide for bicycle accommodations (racks, lockers, etc.) for businesses and residents.
- Add green space to soften the built environment that would allow for outdoor use year-round.
- Utilize landscaping and streetscape amenities to create stronger pedestrian district.
- Limit surface parking with new development encourage 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 mixed commercial 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

Sustainable Design:

- Improve water and environmental quality
- Incorporate sustainable development practices into new construction projects

Neighborhood vitality and livability:

- Multi-family housing amenities such as guest suites, work-from-home opportunities, and shared space for larger gatherings
- Medium to high density residential, to preserve green space and enhance street-level amenities
- Locally owned businesses and 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
- Creative ways to support small cultural businesses that serve the community
- Convenience services (e.g. pet maintenance areas, bike repair, etc.), especially near the transit station
- Flexible space that can adapt as needs change
- 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. Site A will provide 2,000 sq ft of retail space along Excelsior Boulevard and Site B will provide 10,000 sq ft of retail space fronting Blake Road. Trilogy is responding to current market conditions that are more immediate than a comprehensive plan's land use guidance. The Retail Component Evaluation performed concluded that retail in this development is high-risk. The applicant is attempting to work with the City of Hopkins to address the retail desire, but also needs to be vigilant and not over supply the site. There are negative ramifications to continually vacant retail space. 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.
- Encourage the transition of selected auto-oriented areas into Activity Centers, as defined and designated in the comprehensive plan.
- 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.

Designed, Arranged, Operated

This project will not impede improvement of surrounding properties, and the 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, transit-oriented community. 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 proposed residential and retail uses are compatible with and will enhance the existing character of the 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 this important intersection at Blake Road and Excelsior Boulevard, and the mix of uses will improve and activate the pedestrian realm. 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. Infill development on the underutilized site will have a positive effect on the health, safety and vitality of the area. The new construction will comply with all building and site development codes.

Project: Blake Road Station Development
RE: Neighborhood Meeting (March 8, 2022, 6:00-7:30 pm)

Attendees: (see attached Sign-In Sheet for attendees that signed in; approximately 13 people attended)

Development Team Attendees:
Josh Peters, Tim Biere, Nicole Midtdahl, Chad Olmschenk – Trilogy Real Estate Group
Gretchen Camp, Jeff Hemer, Brent Holdman, Logan Brandes – ESG
Jesse Symynkywicz – Damon Farber

Overall themes/topics from attendees:

- Affordable housing
- Inquiries from current and prospective tenants about retail space
- Project timeline
- Pedestrian connections and improvements

Questions/comments from discussions:

1. Is there affordable housing within the development? If getting public subsidy, then should really provide affordable housing on the site. **Currently, no affordable units are proposed for Site A, B or C. Trilogy will continue to review feasibility for adding affordable units to Site C, but this will require assistance from City/State sources.**

2. Will there by minority or women-owned sub-contractors constructing the project? **There is currently no requirement for MBE or WBE sub-contractors. Trilogy will inquire with the general contractor, Kraus-Anderson, on tracking MBE/WBE participation on the project.**

3. Concerns about height; too many units on the site. Worried about neighborhood turning into a multi-family housing area.

4. Previous rent was much lower than what will be charged for the new spaces.

5. What is the project timeline? **Site A has started construction. Site B will break ground in late summer/early fall 2022. Site C is several years out due to existing leases.**

6. Add Somali people to the project renderings – make them feel welcome.

7. The Alliance can be a resource – equity scorecard for the project.

8. How wide are sidewalks through the site? **See landscape sections for details**. Excited about the project and want to make sure internal roads are safe and people aren't speeding through the site. Can the crosswalks be raised? Looking forward to seeing these improvements for pedestrians.

9. When did the mailings get sent out? **February 22**

10. Work to incorporate affordability for Site C. Commit to engaging community for Site C.

11. Request to provide a 5,000 sq ft retail space (make one part of retail larger).

12. Blake Grocery tenants – interested in moving back into one of the retail spaces.

13. Retail tenants – provide right of first refusal to existing tenants.

**Blake Road Station Mixed-Use Development**

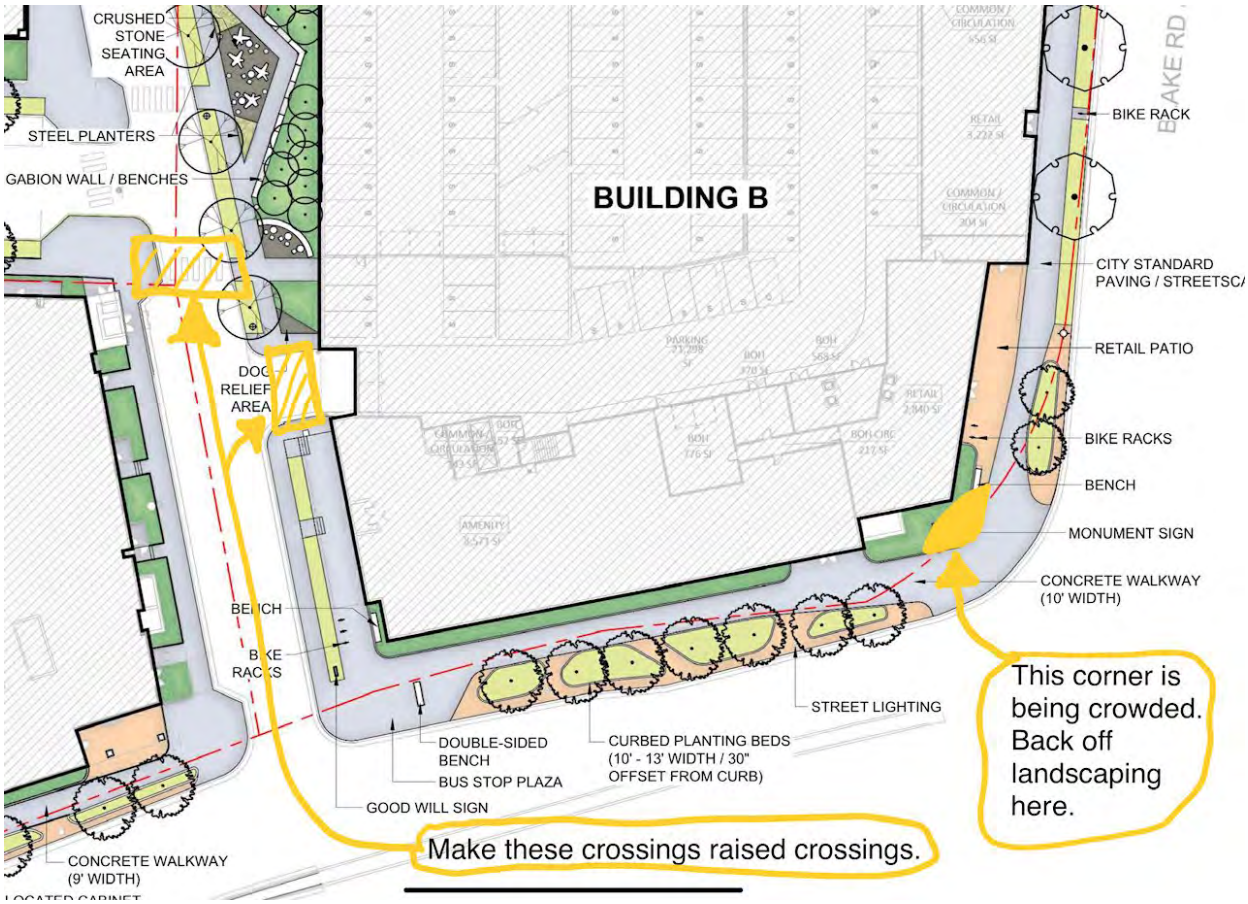
**March 8, 2022 - Neighborhood Meeting Sign-In Sheet**

**Attendees**

| | Name | Address | Contact Info (email/phone) |
|---|---|---|---|
| 1 | Dan & Sandy Moore | 1409 Boyce St | 952-933-6451 |
| 2 | Butch | | |
| 3 | [redacted] | | |
| 4 | Kerri Fischer | JCA Food Shelf | kerrikfischer@gmail.com |
| 5 | Lee Gilbertson | Mac's Liquor | MacsLiquors@gmail.com 612-481-3678 |
| 6 | Eric Arondson | 53 Jackson Ave. S. | xeoth@icloud.com |
| 7 | Larry Hiscock | 302 7th St. S. Hopkins, MN | larryhiscock@gmail.com |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

**From:** Eric Anondson
**To:** Jason Lindahl
**Subject:** [EXTERNAL] Re: Comments regarding site B
**Date:** Friday, March 18, 2022 7:12:27 PM

Here is the sketch!




> On Mar 18, 2022, at 7:11 PM, Eric Anondson <xeoth@icloud.com> wrote:
>
> Hello Jason and city council,
>
> I attended the public meeting at 43 Hoops and left comments there regarding thoughts about the sidewalk and public realm surrounding the proposed site B. Having now had a chance to view the landscaping proposals with the advantage of being able to zoom in on my screen, I have a couple more comments to add.
>
> I believe the landscaping at the corner of Blake and Excelsior is undesirably close. While it may fit within what is allowed, I believe the landscape plantings at the corner are going to crowd the corner, making crossing and mixing of users less pleasant and possibly increase some danger. With the current landscaping, there is a curved space which adds additional room for people on bikes to maneuver to cross and maneuver around other users.
>
> The proposed geometry will have bikes crossing north across Excelsior or crossing west across Blake to meet at a “T” and clumsily navigate hard angles. I recommend backing off the landscaping from the corner, leaving space for sidewalk users to move around each other.
>
> Secondly, I strongly advocate extra measures to slow motor vehicle traffic on the new north/south “street”, beyond the minimum bar the city asks for. We can expect drivers to exit off Excelsior to get to the station in a rush. Bumpouts are not going to be enough to make drivers slow down. The street is still designed to signal to drivers that the space is for going fast.
>
> Two recommendations to help signal to drivers to drive at a safe speed, I would ask for solid bollards that do not detach from drivers crashing placed at the curves of the bumpouts and at each corner of a pedestrian crossing. Also, make the crossings be raised crossings. Raised crossings will also help in winter or rain storms as pedestrians will be less inconvenienced by being forced into puddles. I have attached a sketch marking where I am talking about.
>
> As an aside, I wish there were awnings over the sidewalk along Excelsior, shade and rain shelter is deeply wished for!
>
> I’m looking forward to this project, and thank you for your attention!
>
>
> Eric Anondson
> 53 Jackson Ave South

**WALL CALCULATIONS WITHOUT GLASS**

| ELEVATION VIEW | TOTAL AREA w/OUT GLASS | X | X | BRICK AREA | BRICK % | METAL PANEL AREA | METAL PANEL % | METAL TILE AREA | METAL TILE % | FIBER CEMENT SIDING AREA | FIBER CEMENT SIDING % | TOTAL % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NORTH | 15,195 | | | 4,861 | 32% | 1,090 | 7% | 5,455 | 36% | 3,789 | 25% | 100% |
| WEST | 15,206 | | | 6,642 | 44% | 1,833 | 12% | 4,659 | 31% | 2,072 | 14% | 100% |
| SOUTH | 12,141 | | | 3,830 | 32% | 1,030 | 8% | 4,445 | 37% | 2,836 | 23% | 100% |
| EAST | 14,895 | | | 2,247 | 15% | 2,202 | 15% | 4,803 | 32% | 5,643 | 38% | 100% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |




2 A3-3 **NORTH ELEVATION**
3/32" = 1'-0"




1 A3-3 **WEST ELEVATION**
3/32" = 1'-0"

3/18/2022 4:00:40 PM

BLAKE STATION
SITE B
Hopkins, MN


esg
ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com


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

Typed or Printed Name

License # Date

NOT FOR CONSTRUCTION

Schematic Design
3/17/22

ORIGINAL ISSUE:
02/06/22

REVISIONS:

| No. | Description | Date |
|---|---|---|

LAND USE REVISIONS 3/24/2022

221561.00
PROJECT NUMBER

LB
DRAWN BY

ESG
CHECKED BY

KEY PLAN

BLAKE STATION SITE B

WEST AND NORTH BUILDING ELEVATIONS

**A3-3**

# Blake Station Site B




# 8490 Excelsior Boulevard

# Hopkins, MN

## UNIT MIX & BUILDING DATA

**UNIT MIX SUMMARY - OPTION 1)

| Name | Qty | % | Area | Min - Max SF |
|---|---|---|---|---|
| 1 BED | 97 | 39% | 66,839 SF | 645 SF ... 720 SF |
| 1 BED + DEN | 2 | 1% | 1,572 SF | 774 SF ... 797 SF |
| 2 BED | 80 | 32% | 81,097 SF | 904 SF ... 1,052 SF |
| 3 BED | 11 | 4% | 14,087 SF | 1,272 SF ... 1,318 SF |
| ALCOVE | 40 | 16% | 21,656 SF | 495 SF ... 597 SF |
| STUDIO | 20 | 8% | 9,650 SF | 464 SF ... 521 SF |
| Grand total: 250 | 250 | | 194,900 SF | |

| BUILDING GROSS BUILDING | |
|---|---|
| Level | Area |
| LEVEL P1 | 66,337 SF |
| LEVEL 1 | 64,904 SF |
| LEVEL 2 | 65,004 SF |
| LEVEL 3 | 42,027 SF |
| LEVEL 4 | 41,828 SF |
| LEVEL 5 | 41,828 SF |
| LEVEL 6 | 41,828 SF |
| LEVEL 7 | 40,812 SF |
| | 404,569 SF |

| RESIDENTIAL GROSS AREA | |
|---|---|
| Level | Area |
| LEVEL 2 | 19,615 SF |
| LEVEL 3 | 38,269 SF |
| LEVEL 4 | 40,842 SF |
| LEVEL 5 | 40,842 SF |
| LEVEL 6 | 40,842 SF |
| LEVEL 7 | 38,742 SF |
| | 219,153 SF |

| PARKING GROSS AREA | |
|---|---|
| Level | Area |
| LEVEL P1 | 62,469 SF |
| LEVEL 1 | 39,478 SF |
| LEVEL 2 | 42,751 SF |
| | 144,697 SF |

| PARKING SCHEDULE - VEHICLES | |
|---|---|
| Description | Count |
| LEVEL P1 | |
| 8 x 18 COMPACT | 7 |
| 9'-0" x 16' COMPACT | 3 |
| ACCESSIBLE STALL | 4 |
| COMPACT | 8 |
| STANDARD | 126 |
| LEVEL 1 | |
| 8 x 18 COMPACT | 3 |
| 8'-6" x 18' STANDARD | 3 |
| 9'-0" x 16' COMPACT | 3 |
| 9'-0" x 18' STANDARD | 1 |
| ACCESSIBLE STALL | 4 |
| COMPACT | 1 |
| STANDARD | 71 |
| LEVEL 2 | |
| 8 x 18 COMPACT | 6 |
| 9'-0" x 16' COMPACT | 2 |
| ACCESSIBLE STALL | 4 |
| COMPACT | 5 |
| STANDARD | 88 |
| TOTAL STALLS: | 339 |

## DRAWING INDEX

| DRAWING NUMBER | DRAWING NAME | LUA 2/18/2022 |
|---|---|---|
| GENERAL INFORMATION | | |
| T1-1 | TITLE SHEET | ● |
| T1-2 | CONTEXT MAP & IMAGES | ● |
| T1-3 | MASTER PLAN | ● |
| CIVIL | | |
| C200 | DEMOLITION PLAN | ● |
| C300 | EROSION AND SEDIMENT CONTROL PLAN – PHASE 1 | ● |
| C301 | EROSION AND SEDIMENT CONTROL PLAN – PHASE 2 | ● |
| C401 | SITE PLAN – SITE B | ● |
| C501 | GRADING PLAN – SITE B | ● |
| C503 | STORM SEWER PLAN – SITE B | ● |
| C601 | UTILTIY PLAN – SITE B | ● |
| V100 | EXISTING CONDITIONS SURVEY | ● |
| LANDSCAPE | | |
| L010 | GENERAL NOTES | ● |
| L011 | REFERENCE NOTES & PLANTING SCHEDULES | ● |
| L100 | OVERALL SITE PLAN | ● |
| L111 | SITE PLAN BUILDING B | ● |
| L140 | LANDSCAPE PLAN - BUILDING B | ● |
| L400 | LANDSCAPE SECTIONS | ● |
| L500 | LANDSCAPE DETAILS | ● |
| ARCHITECTURAL | | |
| A1-0 | LEVEL P1 PLAN | ● |
| A1-1 | LEVEL 1 PLAN | ● |
| A1-2 | LEVEL 2 PLAN | ● |
| A1-3 | LEVEL 3 PLAN | ● |
| A1-4 | LEVEL 4-6 PLAN | ● |
| A1-5 | LEVEL 7 PLAN | ● |
| A1-6 | ROOF PLAN | ● |
| A3-1 | PERSPECTIVE VIEWS | ● |
| A3-2 | SOUTH AND EAST BUILDING ELEVATIONS | ● |
| A3-3 | WEST AND NORTH BUILDING ELEVATIONS | ● |
| A3-4 | EXTERIOR MATERIALS | ● |
| A3-5 | SHADOW STUDIES | ● |
| ELECTRICAL | | |
| E0.1P | ELECTRICAL SITE PHOTOMETRIC | ● |
| E0.2P | ELECTRIC SITE PHOTOMETRIC DETAILS | ● |
| E0.3P | ELECTRIC SITE PHOTOMETRIC DETAILS | ● |
| E0.4P | ELECTRIC SITE PHOTOMETRIC DETAILS | ● |

## PROJECT LOCATION



Vicinity



Site Location

## PROJECT TEAM

**OWNER/DEVELOPER:**
Trilogy Real Estate Group, LLC
520 West Erie Street Suite 100
Chicago, IL 60654
Ph: (312) 750-0900 Ext. 125

**ARCHITECT:**
Elness Swenson Graham Architects, Inc.
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Fx: 612-339-5382

**CIVIL ENGINEER:**
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St. Paul, MN 55114
Ph: 651-645-4197

**LANDSCAPE ARCHITECT:**
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Ph: 612-332-7522

**STRUCTURAL ENGINEER:**
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Minneapolis, MN 55402
Ph: 612-338-0713

**MEP ENGINEERING:**
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7705 Bush Lake Road
Edina, MN 55439
Ph: 952-930-0050

2/17/2022 11:48:24 AM

BLAKE STATION
SITE B
Hopkins, MN

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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

Typed or Printed Name

License # Date

NOT FOR CONSTRUCTION

LUA Submittal
2/18/2022

ORIGINAL ISSUE:
02/18/22

REVISIONS:

| No. | Description | Date |
|---|---|---|

221561.00
PROJECT NUMBER

Author
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Checker
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KEY PLAN

BLAKE STATION SITE B

TITLE SHEET

**T1-1**

# BLAKE STATION
# SITE B
Hopkins, MN




MULTIFAMILY RESIDENTIAL | COMMERCIAL | INDUSTRIAL/WAREHOUSE | EDUCATION/RECREATION



**1.** FROM WEST OF EXCELSIOR BLVD, LOOKING NORTHEAST



**2.** EXCELSIOR BLVD, LOOKING NORTHWEST



**3.** FROM EXCELSIOR BLVD & BLAKE RD, LOOKING NORTHWEST


esg
ARCHITECTURE & DESIGN

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www.esgarch.com


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221561.00
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KEY PLAN

BLAKE STATION SITE B

CONTEXT MAP & IMAGES

**T1-2**

2/16/2022 5:15:31 PM

# BLAKE STATION
# SITE B
Hopkins, MN




MASTER PLAN

PLAN NORTH

0 20 40 80

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|---|---|---|

221561.00
PROJECT NUMBER

Author DRAWN BY Checker CHECKED BY

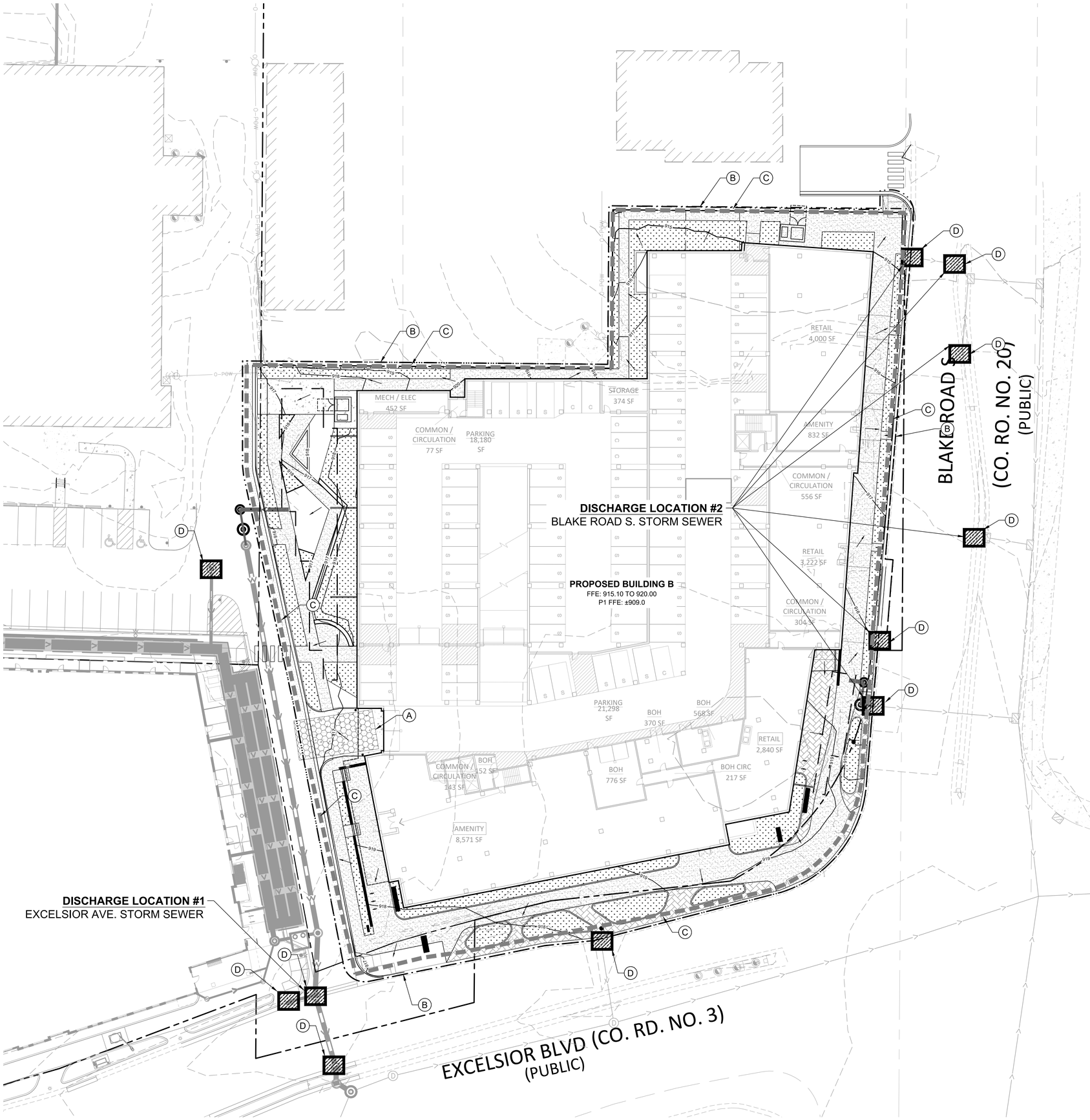
KEY PLAN

BLAKE STATION SITE B

MASTER PLAN

**T1-3**

2/16/2022 5:15:32 PM




## LEGEND

- ROCK ENTRANCE
- EROSION CONTROL BLANKET
- INLET PROTECTION
- SILT FENCE (SF)
- LIMITS OF DISTURBANCE
- SAFETY FENCE
- BIOROLL

## EROSION CONTROL PLAN NOTES

1. ALL PERIMETER SILT FENCE AND ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CONSTRUCT DRAINAGE BASINS PRIOR TO SITE GRADING.
3. THE CONTRACTOR SHALL INSTALL CATCH BASIN EROSION CONTROL MEASURES.
4. WITHIN TWO WEEKS (14 DAYS) OF SITE GRADING, ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, SOD, OR ROCK BASE. REFER TO LANDSCAPE PLANS FOR MATERIALS.
5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, STATE, AND WATERSHED DISTRICT PERMITS.
6. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF SILT IN FRONT OF SILT FENCES DURING THE DURATION OF THE CONSTRUCTION.
7. ANY EXCESS SEDIMENT IN PROPOSED BASINS SHALL BE REMOVED BY THE CONTRACTOR.
8. REMOVAL ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
9. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS AND SHALL SWEEP ADJACENT STREETS AS NECESSARY IN ACCORDANCE WITH CITY REQUIREMENTS.
10. IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.

## SEQUENCE OF CONSTRUCTION:

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

BMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:

1. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DENUDED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, UNDERGROUND SYSTEM, CURBS AND GUTTERS.
3. INSTALL APPROPRIATE INLET PROTECTION AT ALL STORM SEWER STRUCTURES AS EACH INLET STRUCTURE IS INSTALLED.
4. PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE AND INSTALL STRIPING.
7. INSTALL APPROPRIATE INLET PROTECTION DEVICES FOR PAVED AREAS AS WORK PROGRESSES.
8. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
9. OBTAIN CONCURRENCE WITH THE CIVIL ENGINEERING CONSULTANT THAT THE SITE HAS BEEN FULLY STABILIZED THEN:
   1. REMOVE ALL REMAINING TEMPORARY EROSION ADN SEDIMENT CONTROL DEVICES
   2. STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF BMPS.

## KEYNOTE LEGEND

- (A) CONSTRUCTION ENTRANCE
- (B) LIMITS OF DISTURBANCE, OFFSET FOR CLARITY
- (C) BIROLL
- (D) INLET PROTECTION
- (E) BIOLOG

**BMP QUANTITIES**

| BMP | UNIT | QUANTITY |
|---|---|---|
| CONSTRUCTION ENTRANCE | EA. | 1 |
| BIROLL | LF | 1,275 |
| INLET PROTECTION | EA. | 12 |

NORTH

GRAPHIC SCALE IN FEET
0 ## ## ##

7/17/2020

# BLAKE STATION SITE B

Hopkins, MN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2022 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
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Signature

WILLIAM D. MATZEK
Typed or Printed Name

42661 License # XX/XX/XXXX Date

NOT FOR CONSTRUCTION

LUA SUBMITTAL
2/18/2022

ORIGINAL ISSUE:
12/14/2021

REVISIONS:
No. Description Date

160573033
PROJECT NUMBER

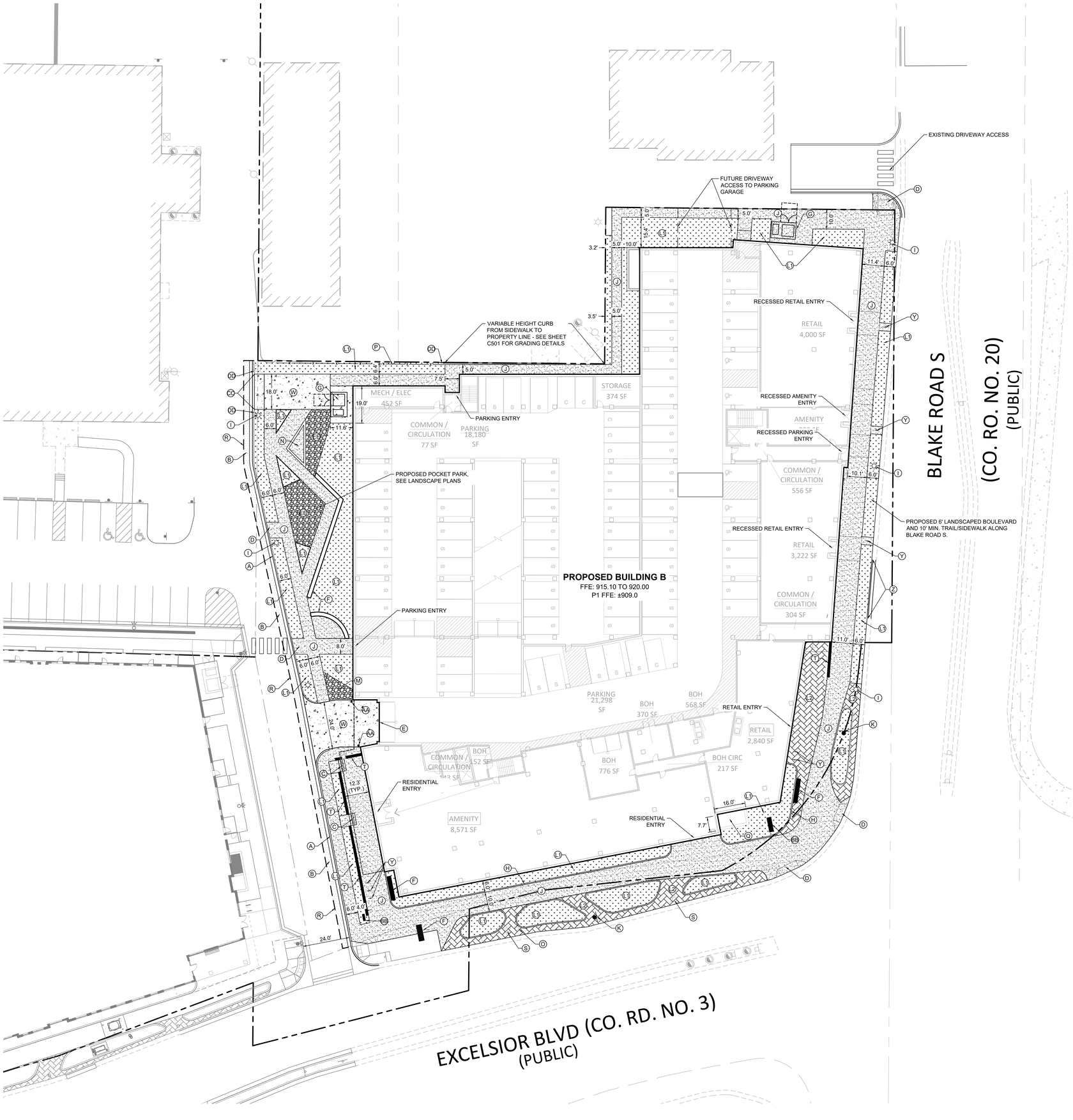
BPG DRAWN BY WDM CHECKED BY

KEY PLAN

BLAKE ROAD STATION - SITE B

EROSION AND SEDIMENT CONTROL PLAN - PHASE 2

**C301**




## LEGEND

- PROPERTY LINE
- RETAINING WALL
- PROPOSED CURB AND GUTTER
- PROPOSED LANDSCAPING, SEE LANDSCAPE PLAN
- PROPOSED CRUSHED STONE LANDSCAPING, SEE LANDSCAPE PLAN
- PROPOSED HARDSCAPE, SEE LANDSCAPE PLANS
- PROPOSED STANDARD DUTY ASPHALT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK

| PROPERTY SUMMARY | |
|---|---|
| BLAKE & EXCELSIOR - SITE B | |
| TOTAL PROPERTY AREA | 7.39 AC |
| RIGHT OF WAY DEDICATION | 0.00 AC |
| BUILDING A PARCEL | 1.62 AC |
| BUILDING B PARCEL | 2.27 AC |
| BUILDING C PARCEL (FUTURE) | 3.50 AC |
| PROPOSED IMPERVIOUS AREA (BUILDING B PARCEL) | 85,393 SF (1.96 AC) |
| PROPOSED PERVIOUS AREA (BUILDING B PARCEL) | 8,939 SF (0.21 AC) |
| TOTAL DISTURBED AREA (INCLUDES OFF-SITE IMPROVEMENTS) | 98,331 SF (2.26 AC) |
| ZONING SUMMARY | |
| EXISTING ZONING | B-3 GENERAL BUSINESS |
| PROPOSED ZONING | PUD |

## SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
6. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY SAMBATEK, DATED 02/12/2020.

   KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED THEREIN.
7. CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
8. NO PROPOSED LANDSCAPING SUCH AS TREES OR SHRUBS, ABOVE AND UNDERGROUND STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHTS OF WAY UNLESS SPECIFICALLY NOTED ON PLANS OTHERWISE.
9. REFER TO FINAL PLAT OR ALTA SURVEY FOR EXACT LOT AND PROPERTY BOUNDARY DIMENSIONS.
10. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
11. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.

## KEYNOTE LEGEND

- (A) B612 CURB AND GUTTER
- (B) STANDARD DUTY ASPHALT PAVEMENT
- (C) PROPOSED STOOP/STAIRS/RISERS, REFERENCE ARCHITECTURAL PLANS FOR DETAILS
- (D) ACCESSIBLE CURB RAMP
- (E) PROPOSED GARAGE DOOR, REFERENCE ARCHITECTURAL PLANS FOR DETAILS
- (F) PROPOSED BENCH/SITE FURNITURE, REFERENCE GRADING PLAN FOR ELEVATIONS AND LANDSCAPE PLANS FOR DETAILS
- (G) PROPOSED TRANSFORMER PAD, UTILITY SCREEN/ENCLOSURES, REFERENCE ARCHITECTURAL PLANS FOR DETAILS
- (H) PROPOSED PLANTER BED, REFERENCE LANDSCAPE ARCHITECTURAL PLANS FOR DETAILS
- (I) PROPOSED STREET LIGHT, REFERENCE LIGHTING PLANS FOR DETAILS
- (J) PROPOSED SIDEWALK
- (K) RELOCATED TRAFFIC SIGN, SEE DEMO PLAN FOR EXISTING LOCATIONS
- (L1) PROPOSED LANDCAPE AREA, REFERENCE LANDSCAPE ARCHITECTURAL PLANS FOR DETAILS
- (L2) PROPOSED HARDSCAPE AREA, REFERENCE LANDSCAPE ARCHITECTURAL PLANS FOR DETAILS
- (M) PET RELIEF AREA, SEE ARCH PLANS
- (N) RAISED STAGE FEATURE, SEE LANDSCAPE PLANS
- (O) EXISTING TRAFFIC SIGN TO REMAIN
- (P) PROPOSED FENCE
- (Q) EXHAUST WELL, SEE ARCH PLANS
- (R) SAWCUT LINE/MATCH EXISTING PAVEMENT
- (S) SALVAGED AND RELOCATED STREET LIGHT - CONTRACTOR TO SALVAGE AND PROVIDE LIGHT POLES TO CITY FOR STORAGE, CONSTRUCT LIGHT POLE BASES AND PROVIDE CONDUIT WIRING, REINSTALL LIGHT POLES
- (T) PROPOSED RETAINING WALL, REFERENCE GRADING PLAN FOR ELEVATION DETAILS AND LANDSCAPE PLANS FOR WALL TYPE
- (U) FIRE LANE SIGN, SEE DETAIL
- (V) NOT USED
- (W) CONCRETE PAVEMENT DRIVEWAY ENTRANCE
- (X) SALVAGE AND RELOCATE EXISTING BENCH
- (Y) PROPOSED BIKE RACKS, REFERENCE ARCHITECTURAL PLANS FOR DETAILS
- (Z) B624 CURB AND GUTTER
- (AA) PROPOSED BOLLARD
- (BB) PROPOSED MONUMENT SIGNAGE, REFERENCE ARCHITECTURAL PLANS
- (CC) SURMOUNTABLE B612 CURB
- (DD) TRANSITION CURB
- (EE) CRUSHED STONE LANDSCAPED AREA, REFERENCE LANDSCAPE PLANS FOR DETAILS

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

7/17/2020

# BLAKE STATION SITE B

Hopkins, MN


Kimley»Horn
2022 KIMLEY-HORN AND ASSOCIATES, INC.
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Signature

WILLIAM D. MATZEK
Typed or Printed Name

42661 License # XX/XX/XXXX Date

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160573033
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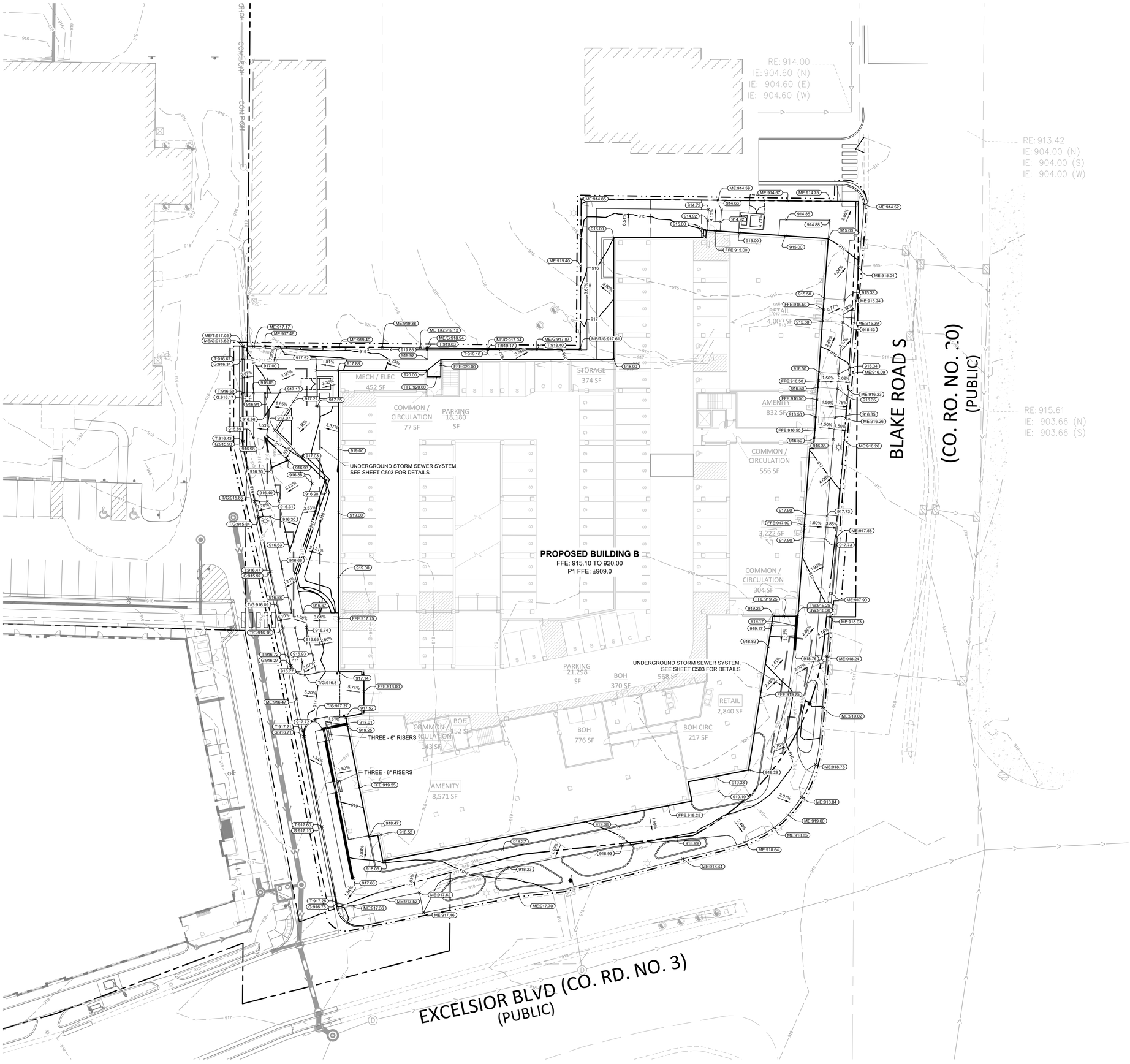
BPG DRAWN BY | WDM CHECKED BY

KEY PLAN

BLAKE ROAD STATION - SITE B

SITE PLAN - SITE B

**C401**




## LEGEND

| | |
|---|---|
| | PROPERTY LINE |
| 925 | EXISTING CONTOUR |
| 925 | PROPOSED CONTOUR |
| | PROPOSED LIMITS OF DISTRUBANCE |
| | PROPOSED STORM MANHOLE (SOLID CASTING) |
| | PROPOSED STORM MANHOLE (ROUND INLET CASTING) |
| | PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING) |
| | PROPOSED STORM SEWER CLENOUT |
| | PROPOSED FLARED END SECTION |
| | PROPOSED RIPRAP |
| | PROPOSED STORM SEWER |
| | PROPOSED STORM SEWER |
| 100.00 | PROPOSED SPOT ELEVATION |
| HP 0.0 | PROPOSED HIGH POINT ELEVATION |
| LP 0.0 | PROPOSED LOW POINT ELEVATION |
| G 0.00 | PROPOSED GUTTER ELEVATION |
| T 0.00 | PROPOSED TOP OF CURB ELEVATION |
| T/G 0.0 | PROPOSED FLUSH PAVEMENT ELEVATION |
| ME 0.0 | MATCH EXISTING ELEVATION |
| EOF 0.0 | PROPOSED EMERGENCY OVERFLOW |
| 0.0% | PROPOSED DRAINAGE DIRECTION |
| 0.00% | PROPOSED ADA SLOPE |

## GRADING PLAN NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF HOPKINS, SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
2. CONTRACTOR TO CALL GOPHER STATE CALL ONE @ <1-800-252-1166> AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS.
3. STORM SEWER PIPE SHALL BE AS FOLLOWS:
   RCP PER ASTM C-76
   HDPE: 0" - 10" PER AASHTO M-252
   HDPE: 12" OR GREATER PER ASTM F-2306
   PVC SCH. 40 PER ASTM D-3034
   STORM SEWER FITTINGS SHALL BE AS FOLLOWS:
   RCP PER ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
   HDPE PER ASTM 3212
   PVC PER ASTM D-3034, JOINTS PER ASTM D-3212
4. CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OR EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
5. SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
7. CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS.
8. GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBBASE.
9. ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
10. REFER TO THE UTILITY PLAN FOR SANITARY SEWER MAIN, WATER MAIN SERVICE LAYOUT AND ELEVATIONS AND CASTING / STRUCTURE NOTATION.
11. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE.
12. INSTALL A MINIMUM OF 4" CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS.
13. UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 6" OF TOPSOIL.
14. ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOW LINE UNLESS OTHERWISE NOTED.
15. GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2%. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5%. IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
16. MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS.
17. CONTRACTOR TO PROVIDE 3" INSULATION BY 5' WIDE CENTERED ON STORM PIPE IF LESS THAN 4' OF COVER IN PAVEMENT AREAS AND LESS THAN 3' OF COVER IN LANDSCAPE AREAS.
18. ROOF DRAIN INVERT CONNECTIONS AT THE BUILDING SHALL BE AT ELEVATION <XXX.XX> OR LOWER UNLESS NOTED OTHERWISE. REFERENCE MEP PLANS FOR ROOF DRAIN CONNECTION.
19. ALL STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS.
20. ALL STORM SEWER PIPE SHALL BE AIR TESTED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE.
21. MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS.
22. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL CURB" WHERE PAVEMENT DRAINS TOWARD GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM GUTTER.

NORTH

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0 10 20 40

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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 engineer under the laws of the State of Minnesota

Signature

WILLIAM D. MATZEK
Typed or Printed Name

42661 XX/XX/XXXX
License # Date

NOT FOR CONSTRUCTION

LUA SUBMITTAL
2/18/2022

ORIGINAL ISSUE:
12/14/2021

REVISIONS:

| No. | Description | Date |
|---|---|---|

160573033
PROJECT NUMBER

BPG DRAWN BY | WDM CHECKED BY

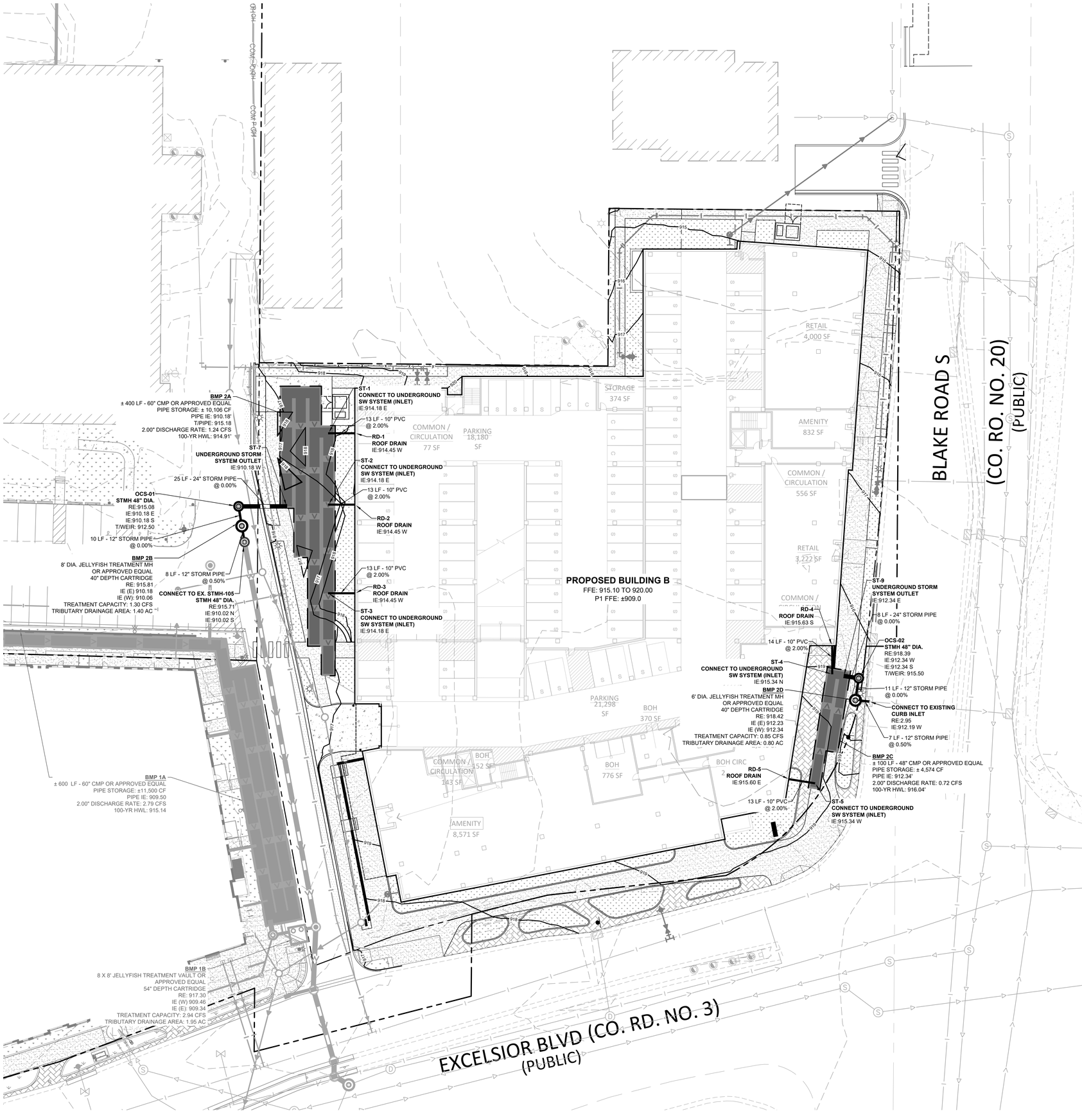
KEY PLAN

BLAKE ROAD STATION - SITE B

GRADING PLAN - SITE B

**C501**

7/17/2020




## LEGEND

- PROPERTY LINE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLENOUT
- PROPOSED FLARED END SECTION
- PROPOSED RIPRAP
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED FINGER DRAIN - INSTALL AROUND CATCH BASINS, 4 DRAINS, SPACED AT 90°, EXTENDING 10' FROM CATCH BASIN
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED UNDERGROUND STORMWATER PIPE DETENTION

## GRADING PLAN NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF HOPKINS, SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
2. CONTRACTOR TO CALL GOPHER STATE CALL ONE @ 1-800-252-1166 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS.
3. STORM SEWER PIPE SHALL BE AS FOLLOWS:
   RCP PER ASTM C-76
   HDPE: 0" - 10" PER AASHTO M-252
   HDPE: 12" OR GREATER PER ASTM F-2306
   PVC SCH. 40 PER ASTM D-3034
   STORM SEWER FITTINGS SHALL BE AS FOLLOWS:
   RCP PER ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
   HDPE PER ASTM 3212
   PVC PER ASTM D-3034, JOINTS PER ASTM D-3212
4. CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OR EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
5. SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
7. CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS.
8. GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBBASE.
9. ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
10. REFER TO THE UTILITY PLAN FOR SANITARY SEWER MAIN, WATER MAIN SERVICE LAYOUT AND ELEVATIONS AND CASTING / STRUCTURE NOTATION.
11. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE.
12. INSTALL A MINIMUM OF 4" CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS.
13. UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 6" OF TOPSOIL.
14. ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOW LINE UNLESS OTHERWISE NOTED.
15. GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2% . IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5%. IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
16. MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS.
17. CONTRACTOR TO PROVIDE 3" INSULATION BY 5' WIDE CENTERED ON STORM PIPE IF LESS THAN 4' OF COVER IN PAVEMENT AREAS AND LESS THAN 3' OF COVER IN LANDSCAPE AREAS.
18. ROOF DRAIN INVERT CONNECTIONS AT THE BUILDING SHALL BE AT ELEVATION <XXX.XX> OR LOWER UNLESS NOTED OTHERWISE. REFERENCE MEP PLANS FOR ROOF DRAIN CONNECTION.
19. ALL STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS.
20. ALL STORM SEWER PIPE SHALL BE AIR TESTED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE.
21. MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS.
22. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL CURB" WHERE PAVEMENT DRAINS TOWARD GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM GUTTER.

## STORMWATER SUMMARY - BUILDING B PARCEL

| BLAKE & EXCELSIOR - SITE B | |
|---|---|
| PROPERTY AREA (SITE B) | 94,332 SF (2.17 AC) |
| PROPOSED SITE IMPERVIOUS AREA | 86,096 SF (1.98 AC) |
| TRIBUTARY AREA TO BMP 2A/B | 61,131 SF (1.40 AC) |
| TRIBUTARY AREA TO BMP 2C/D | 23,557 SF (0.54 AC) |
| DISTURBED AREA | 95,876 SF (2.20 AC) |

| RATE ATTENUATION SUMMARY | | 1-YEAR (CFS) | 10-YEAR (CFS) | 100-YEAR (CFS) |
|---|---|---|---|---|
| BLAKE ROAD S. | EXISTING | 3.63 | 6.60 | 11.77 |
| | PROPOSED | 1.23 | 4.40 | 7.97 |
| EXCELSIOR BOULEVARD | EXISTING | 3.35 | 5.90 | 10.37 |
| | PROPOSED | 1.22 | 5.61 | 7.88 |
| TOTAL | EXISTING | 6.98 | 12.49 | 22.15 |
| | PROPOSED | 2.35 | 9.27 | 15.08 |

| RUNOFF VOLUME SUMMARY | |
|---|---|
| REQUIRED TREATMENT VOLUME: MCWD REQUIRES A VOLUME ABSTRACTION OF 1" OVER THE IMPERVIOUS AREA (7,175 CF) OR TREATMENT OF THE FLOW RATE RESULTING FROM THE 2" EVENT OVER THE IMPERVIOUS AREA FOR FILTRATION PRACTICES. | 14,350 CF |
| PROVIDED TREATMENT VOLUME: TO DEMONSTRATE THE UNDERGROUND DETENTION AND TREATMENT VAULT HAVE SUFFICIENT CAPACITY, THE 2" EVENT IS MODELED WITH A 2.55" RAINFALL DEPTH THAT RESULTS IN THE PROVIDED TREATMENT VOLUME. | 14,680 CF |

| WATER QUALITY SUMMARY | |
|---|---|
| REQUIRED TSS REMOVAL | 70% |
| SITE CAPTURE | 88.33% |
| BMP 2B/2D TSS REMOVAL RATE | 80% |
| BMP 2B DISCHARGE RATE/TREATMENT CAPACITY | 1.24 CFS/1.30 CFS |
| BMP 2D DISCHARGE RATE/TREATMENT CAPACITY | 0.72 CFS/0.85 CFS |
| PROVIDED TSS REMOVAL | 70.66% (88.33% SITE CAPTURE * 80% REMOVAL) |

NORTH

GRAPHIC SCALE IN FEET
0 ## ## ##

# BLAKE STATION SITE B

Hopkins, MN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Signature

WILLIAM D. MATZEK
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KEY PLAN

BLAKE ROAD STATION - SITE B

STORM SEWER PLAN - SITE B

**C503**

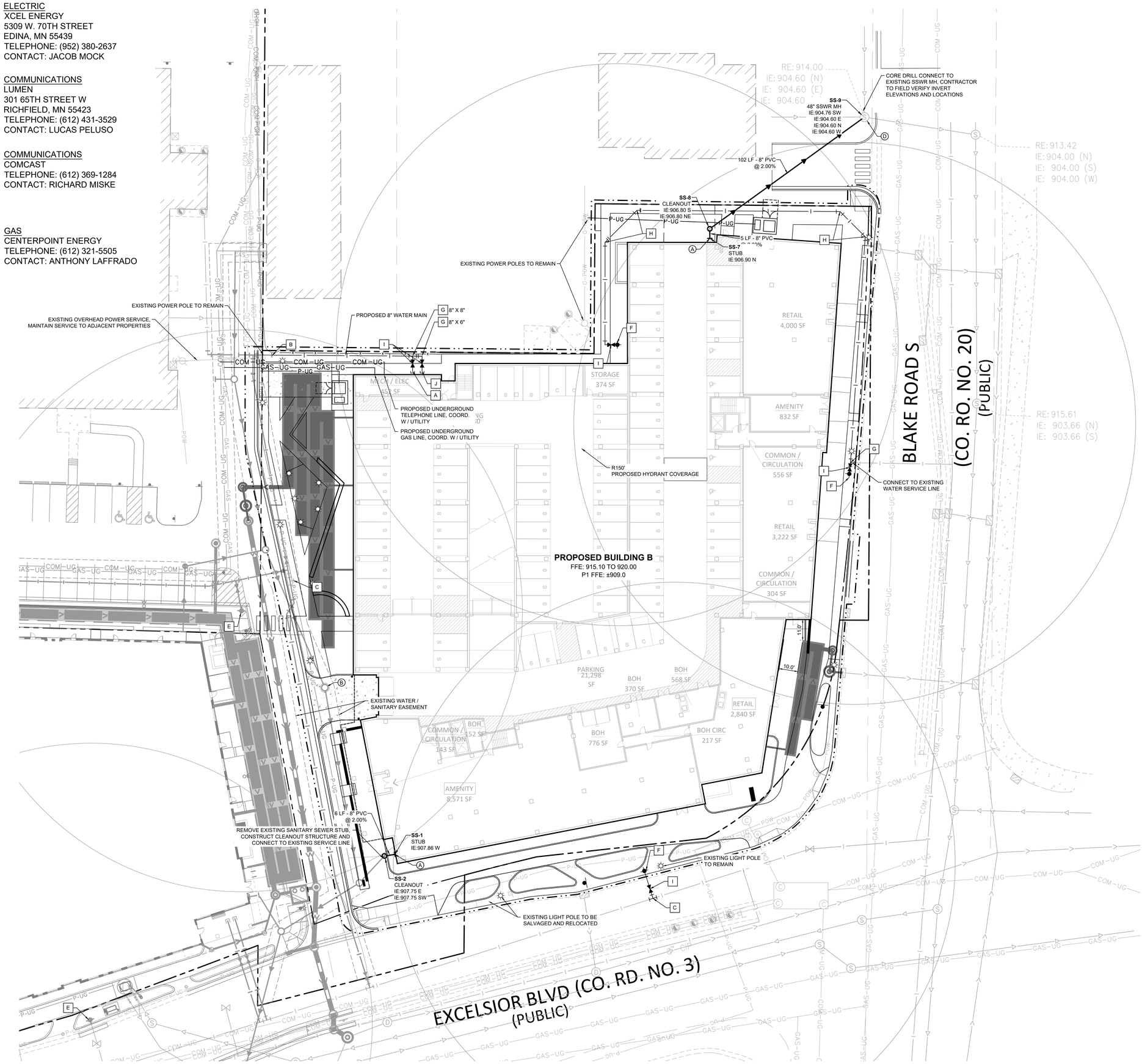
7/17/2020

ELECTRIC
XCEL ENERGY
5309 W. 70TH STREET
EDINA, MN 55439
TELEPHONE: (952) 380-2637
CONTACT: JACOB MOCK

COMMUNICATIONS
LUMEN
301 65TH STREET W
RICHFIELD, MN 55423
TELEPHONE: (612) 431-3529
CONTACT: LUCAS PELUSO

COMMUNICATIONS
COMCAST
TELEPHONE: (612) 369-1284
CONTACT: RICHARD MISKE

GAS
CENTERPOINT ENERGY
TELEPHONE: (612) 321-5505
CONTACT: ANTHONY LAFFRADO




## LEGEND

| EXISTING | PROPOSED | |
|---|---|---|
| ⋈ | ⋈ | GATE VALVE |
| ◇ | ◆ | HYDRANT |
| ◁ | ◀ | REDUCER |
| ┬ | ┬ | TEE |
| Ⓢ | Ⓢ | SANITARY SEWER MANHOLE |
| ⊙ | ⊙ | SANITARY CLEANOUT |
| W | W | WATERMAIN |
| S | S | SANITARY SEWER |
| ST | ST | STORM SEWER |
| ST | ST | STORM SEWER |
| ELC | ELC | UNDERGROUND ELECTRIC |
| COM | COM | TELEPHONE |
| GAS | GAS | GAS MAIN |
| | | PROPOSED UNDERGROUND STORMWATER PIPE DETENTION |
| | | FULL DEPTH SAWCUT |

## UTILITY PLAN NOTES

1. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
2. SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
   8" PVC SDR35 PER ASTM D-3034, FOR PIPES LESS THAN 12' DEEP
   8" PVC SDR26 PER ASTM D-3034, FOR PIPES MORE THAN 12' DEEP
   6" PVC SCHEDULE 40 PER ASTM D-3034
   DUCTILE IRON PIPE PER AWWA C150
3. WATER LINES SHALL BE AS FOLLOWS:
   6" AND LARGER, PVC C-900 PER ASTM D 2241
   CLASS 200 UNDER COUNTY ROADS, OTHERWISE CLASS 150
   4" AND LARGER DUCTILE IRON PIPE PER AWWA C150
   SMALLER THAN 3" PIPING SHALL BE COPPER TUBE TYPE "K" PER ANSI 816.22
   WATER LINES SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST RECENT EDITION OF CEAM SPECIFICATIONS
4. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
5. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH RESTRAINTS SUCH AS THRUST BLOCKING, WITH STAINLESS STEEL OR COBALT BLUE BOLTS, OR AS INDICATED IN THE CITY SPECIFICATIONS AND PROJECT DOCUMENTS.
6. ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE).
7. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 7'-5" COVER ON ALL WATERLINES.
8. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES, OR ANY OBSTRUCTION (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE SCH. 40 OR C900 WITH MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18" VERTICAL SEPARATION. MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
9. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
10. TOPS OF MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS, IN GREEN AREAS, WITH WATERTIGHT LIDS.
11. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
12. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
13. REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
14. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY OF HOPKINS AND/OR STATE OF MINNESOTA WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
15. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
16. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES.
17. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
18. CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
19. BACKFLOW DEVICES (DDCV AND PRZ ASSEMBLIES) AND METERS ARE LOCATED IN THE INTERIOR OF THE BUILDING. REF. ARCH / MEP PLANS.
20. ALL ONSITE WATERMAINS AND SANITARY SEWERS SHALL BE PRIVATELY OWNED AND MAINTAINED.
21. ALL WATERMAIN STUBOUTS SHALL BE MECHANICALLY RESTRAINED WITH REACTION BLOCKING.
22. THE WATER DISTRIBUTION SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH MN PLUMBING CODE RULES PER SECTION 609.9.A
23. THE PLUMBING SYSTEM SHALL BE TESTED IN ACCORDANCE WITH MN PLUMBING CODE RULES PER SECTIONS 609.4 AND 712.0. THIS SHALL INCLUDE THE STORM SEWER LOCATED WITHIN 10 FEET OF THE BUILDING AND WITHIN 10 FEET OF THE BURIED WATER SUPPLY.
24. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MINNESOTA RULES, CHAPTER 474, SECTION 1109.
25. ALL STORM PIPE ENTERING STRUCTURES SHALL BE WATERTIGHT OR BE OF FLEXIBLE COMPRESSION JOINTS LOCATED BETWEEN 12 AND 36 INCHES FROM MANHOLE. JOINT CONNECTIONS SHALL BE FLEXIBLE WATER STOPS, RESILIENT CONNECTORS, OR OTHER FLEXIBLE SYSTEMS APPROVED BY THE ENGINEER TO MAKE WATERTIGHT CONNECTION TO MANHOLES AND OTHER STRUCTURES UNLESS OTHERWISE STATED BY CITY AND STATE DESIGN STANDARDS AND SPECIFICATIONS. CEMENT MORTAR JOINTS ARE NOT APPROVED

## SANITARY SEWER KEYNOTE LEGEND

- (A) SANITARY SEWER SERVICE. CONNECT TO BUILDING PLUMBING COORDINATE W/ MEP PLANS
- (B) ADJUST EXISTING CASTING TO NEW RIM ELEVATION
- (C) CONSTRUCT MANHOLE OVER EXISTING SANITARY SEWER. CONNECT TO EXISTING SERVICE PIPE. FIELD VERIFY LOCATION AND ELEVATION.
- (D) CORE DRILL AND CONNECT TO EXISTING STRUCTURE. FIELD VERIFY LOCATION AND ELEVATION

## WATERMAIN KEYNOTE LEGEND

- [A] PROPOSED 8" FIRE WATER SERVICE, PROVIDE BACKFLOW PREVENTER INSIDE BUILDING
- [B] CONNECT TO EXISTING WATER STUB
- [C] CAP EXISTING TEE TO THE EAST AFTER REMOVING EXISTING WATER SERVICE LINE
- [D] CONNECT TO EXISTING WATER LINE TO MAINTAIN SERVICE
- [E] EXISTING HYDRANT (SITE A)
- [F] PROPOSED FIRE HYDRANT AND GATE VALVE ASSEMBLY, PROVIDE 6" LEAD
- [G] TEE
- [H] 45-DEGREE BEND
- [I] GATE VALVE
- [J] PROPOSED 6" DOMESTIC WATER SERVICE

NORTH

GRAPHIC SCALE IN FEET
0 ## ## ##

BLAKE STATION
SITE B

Hopkins, MN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Signature

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Typed or Printed Name

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License # Date

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KEY PLAN

BLAKE ROAD STATION - SITE B

UTILITY PLAN - SITE B

**C601**

7/17/2020




**OVERALL SITE PLAN LEGEND**

- CONCRETE PAVING
- CONCRETE UNIT PAVERS
- CRUSHED STONE
- WOOD DECK
- PLAY SURFACING
- PLANTING TYPE 1
- PLANTING TYPE 2
- PLANTING TYPE 3

# BLAKE STATION
# BLDG B
HOPKINS, MN 55343


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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 landscape architect under the laws of the State of Minnesota

Signature

Jesse Symynkywicz
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26970 --/--/----
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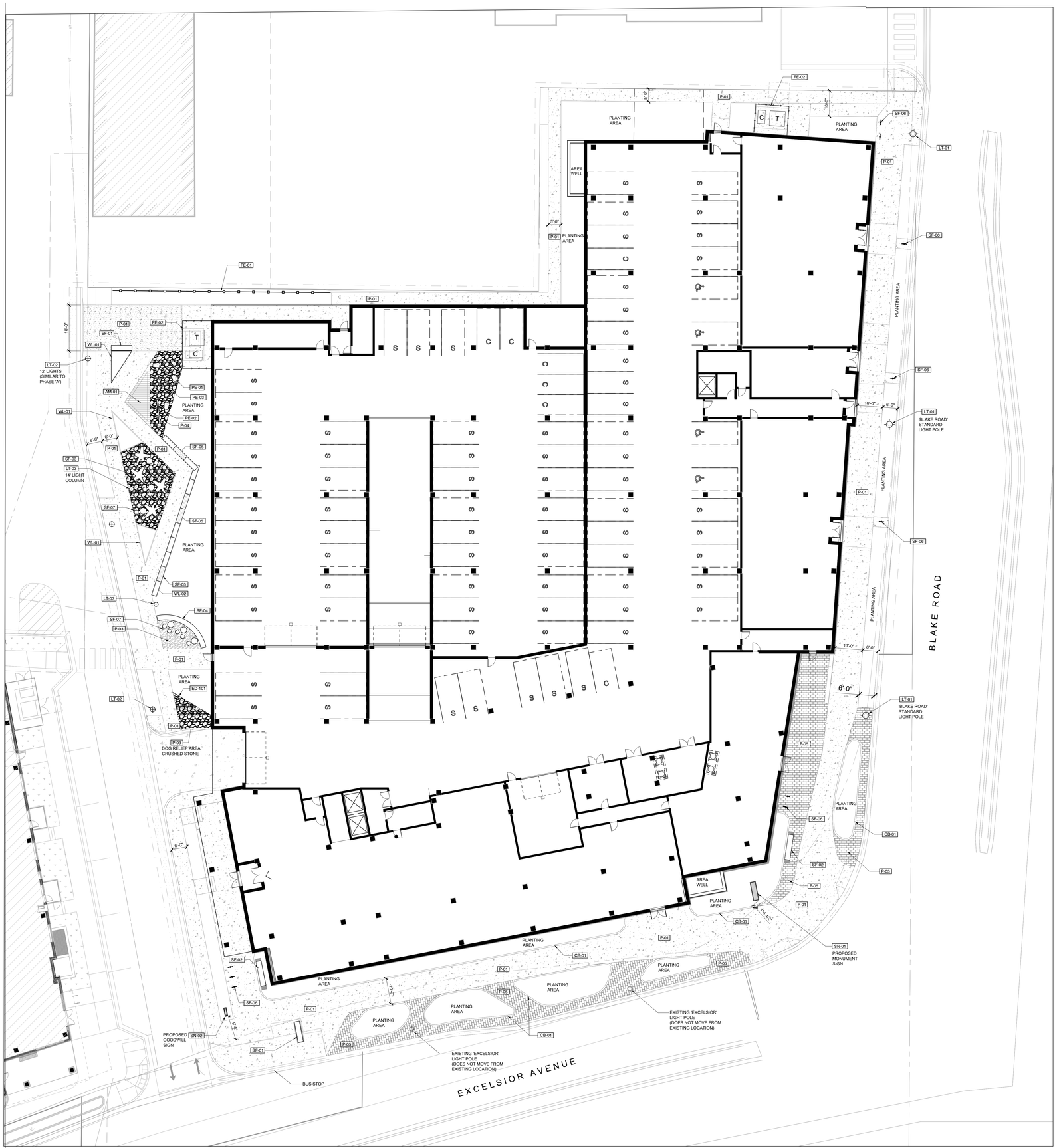
BD DRAWN BY
JS CHECKED BY

KEY PLAN

BLAKE ROAD STATION

OVERALL SITE PLAN

**L100**


PLANTING AREA
AREA WELL
FE-02
FE-01
P-01
SF-06
LT-01
PLANTING AREA
SF-06
SF-06
LT-01
'BLAKE ROAD' STANDARD LIGHT POLE
PLANTING AREA
P-01
SF-06
LT-01
'BLAKE ROAD' STANDARD LIGHT POLE
BLAKE ROAD
PLANTING AREA
P-05
SF-06
CB-01
SF-02
P-05
P-05
AREA WELL
PLANTING AREA
CB-01
P-01
SN-01
PROPOSED MONUMENT SIGN
P-01
PLANTING AREA
CB-01
P-01
PLANTING AREA
P-01
PLANTING AREA
P-01
PLANTING AREA
CB-01
EXISTING 'EXCELSIOR' LIGHT POLE (DOES NOT MOVE FROM EXISTING LOCATION)
SF-02
SF-06
P-01
PROPOSED GOODWILL SIGN
SN-02
SF-01
BUS STOP
EXISTING 'EXCELSIOR' LIGHT POLE (DOES NOT MOVE FROM EXISTING LOCATION)
EXCELSIOR AVENUE
P-01
SF-01
WL-01
LT-02
12' LIGHTS (SIMILAR TO PHASE 'A')
AM-01
PE-01
PE-03
PE-02
P-04
PLANTING AREA
WL-01
SF-03
LT-03
14' LIGHT COLUMN
SF-07
SF-05
WL-01
PLANTING AREA
P-01
SF-05
WL-02
LT-03
SF-04
SF-07
P-03
P-01
PLANTING AREA
ED-101
LT-02
P-01
P-03
DOG RELIEF AREA CRUSHED STONE
6'-0"
18'-0"
6'-0"
6'-0"
10'-0"
6'-0"
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6'-0"
6'-0"
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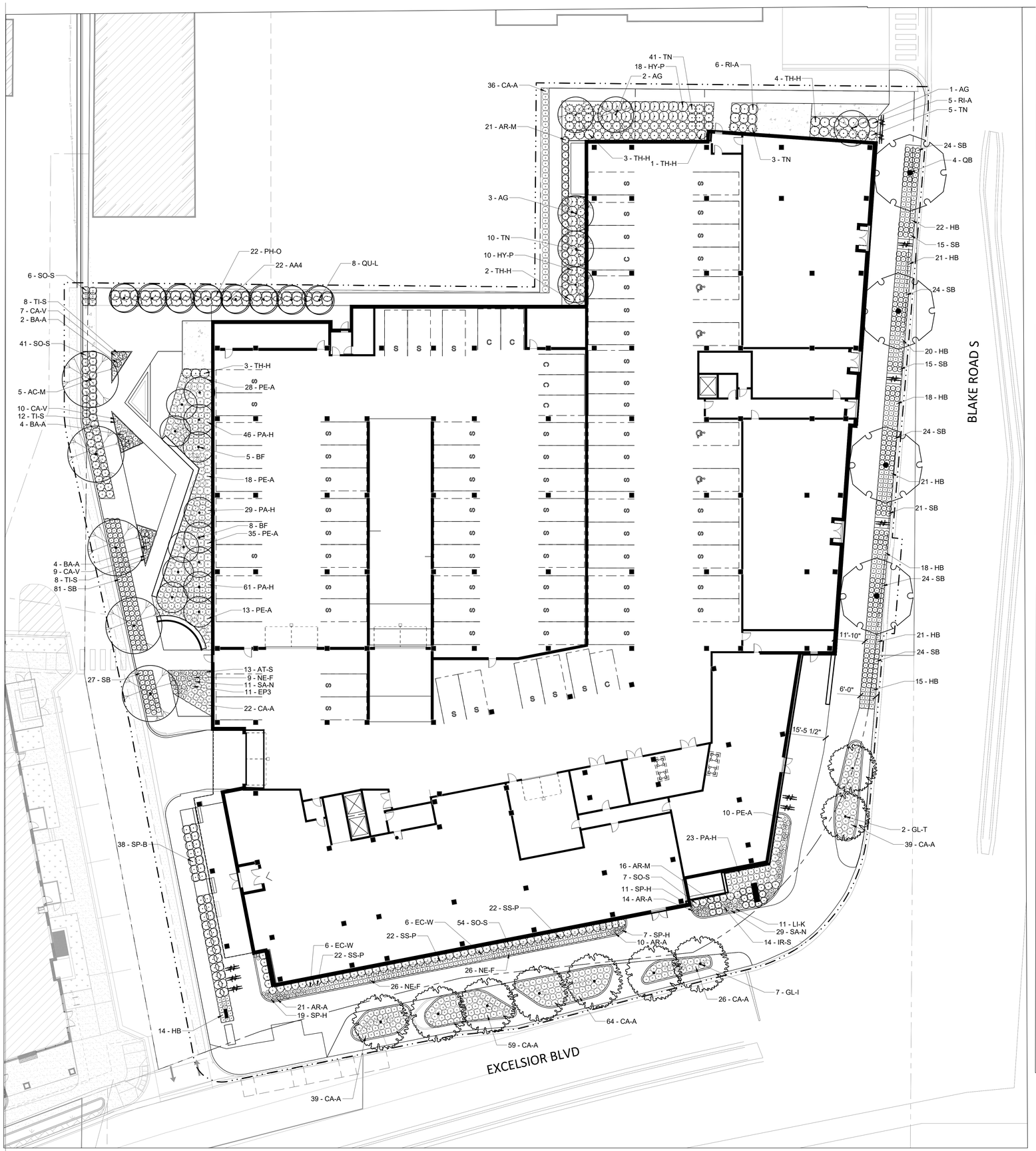


## PLANT SCHEDULE LANDSCAPE

| DECIDUOUS TREES | CODE | QTY | BOTANICAL / COMMON NAME |
|---|---|---|---|
| | AC-M | 5 | ACER MIYABEI `MORTON` TM / STATE STREET MIYABEI MAPLE |
| | BF | 13 | BETULA PLATYPHYLLA 'FARGO' TM / DAKOTA PINNACLE ASIAN WHITE BIRCH |
| | GL-T | 2 | GLEDITSIA TRIACANTHOS DRAVES / HONEY LOCUST STREET KEEPER |
| | GL-I | 7 | GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM / SKYLINE THORNLESS HONEY LOCUST |
| | QB | 4 | QUERCUS BICOLOR / SWAMP WHITE OAK |
| | QU-L | 8 | QUERCUS X WAREI `LONG` TM / REGAL PRINCE OAK |
| ORNAMENTAL TREES | CODE | QTY | BOTANICAL / COMMON NAME |
| | AG | 6 | AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / `AUTUMN BRILLIANCE` SERVICEBERRY |
| SHRUBS | CODE | QTY | BOTANICAL / COMMON NAME |
| | AA4 | 22 | ARONIA MELANOCARPA `AUTUMN MAGIC` / AUTUMN MAGIC BLACK CHOKEBERRY |
| | AR-M | 37 | ARONIA MELANOCARPA `UCONNAM165` / LOW SCAPE MOUND CHOKEBERRY |
| | HY-P | 28 | HYDRANGEA PANICULATA 'JANE' TM / LITTLE LIME PANICLE HYDRANGEA |
| | PH-O | 22 | PHYSOCARPUS OPULIFOLIUS `DART`S GOLD` / DART`S GOLD NINEBARK |
| | RI-A | 11 | RIBES ALPINUM / ALPINE CURRANT |
| | SO-S | 108 | SORBARIA SORBIFOLIA `SEM` / SEM ASH LEAF SPIREA |
| | SP-B | 38 | SPIRAEA BETULIFOLIA 'TOR GOLD' TM / GLOW GIRL BIRCHLEAF SPIREA |
| | TN | 59 | TAXUS X MEDIA `TAUNTON` / TAUNTON YEW |
| EVERGREEN SHRUBS | CODE | QTY | BOTANICAL / COMMON NAME |
| | TH-H | 13 | THUJA OCCIDENTALIS `HOLMSTRUP` / HOLMSTRUP ARBORVITAE |
| GRASSES | CODE | QTY | BOTANICAL / COMMON NAME |
| | CA-A | 285 | CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS |
| | CA-V | 26 | CAREX VULPINOIDEA / FOX SEDGE |
| | PA-H | 159 | PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS |
| | SS-P | 66 | SCHIZACHYRIUM SCOPARIUM 'PRAIRIE BLUES' / PRAIRIE BLUES LITTLE BLUESTEM |
| | SB | 279 | SCHIZACHYRIUM SCOPARIUM `BLUE HEAVEN` / BLUE HEAVEN LITTLE BLUESTEM |
| | SP-H | 37 | SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED |
| PERENNIALS | CODE | QTY | BOTANICAL / COMMON NAME |
| | AT-S | 13 | ALLIUM TANGUTICUM 'SUMMER BEAUTY' / SUMMER BEAUTY GLOBE LILY |
| | AR-A | 45 | ARUNCUS AETHUSIFOLIUS / DWARF GOATSBEARD |
| | BA-A | 10 | BAPTISIA AUSTRALIS / BLUE WILD INDIGO |
| | EP3 | 11 | ECHINACEA PALLIDA / PALE PURPLE CONEFLOWER |
| | EC-W | 12 | ECHINACEA PURPUREA 'WHITE SWAN' / WHITE SWAN CONEFLOWER |
| | HB | 170 | HEMEROCALLIS X 'BAJA' / BAJA DAYLILY |
| | IR-S | 14 | IRIS SIBIRICA 'CAESAR'S BROTHER' / CAESAR'S BROTHER SIBERIAN IRIS |
| | LI-K | 11 | LIATRIS SPICATA 'KOBOLD' / KOBOLD BLAZING STAR |
| | NE-F | 61 | NEPETA X FAASSENII 'WALKER'S LOW' / WALKER'S LOW CATMINT |
| | PE-A | 104 | PEROVSKIA ATRIPLICIFOLIA 'BLUE JEAN BABY' / BLUE JEAN BABY RUSSIAN SAGE |
| | SA-N | 40 | SALVIA NEMOROSA 'CARADONNA' / CARDONNA MEADOW SAGE |
| | TI-S | 28 | TIARELLA X 'SUGAR AND SPICE' / SUGAR AND SPICE FOAMFLOWER |

0 16' 32' 48'
SCALE: 1"=16'

NORTH

# BLAKE STATION
# BLDG B
HOPKINS, MN 55343


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Jesse Symynkywicz
Typed or Printed Name

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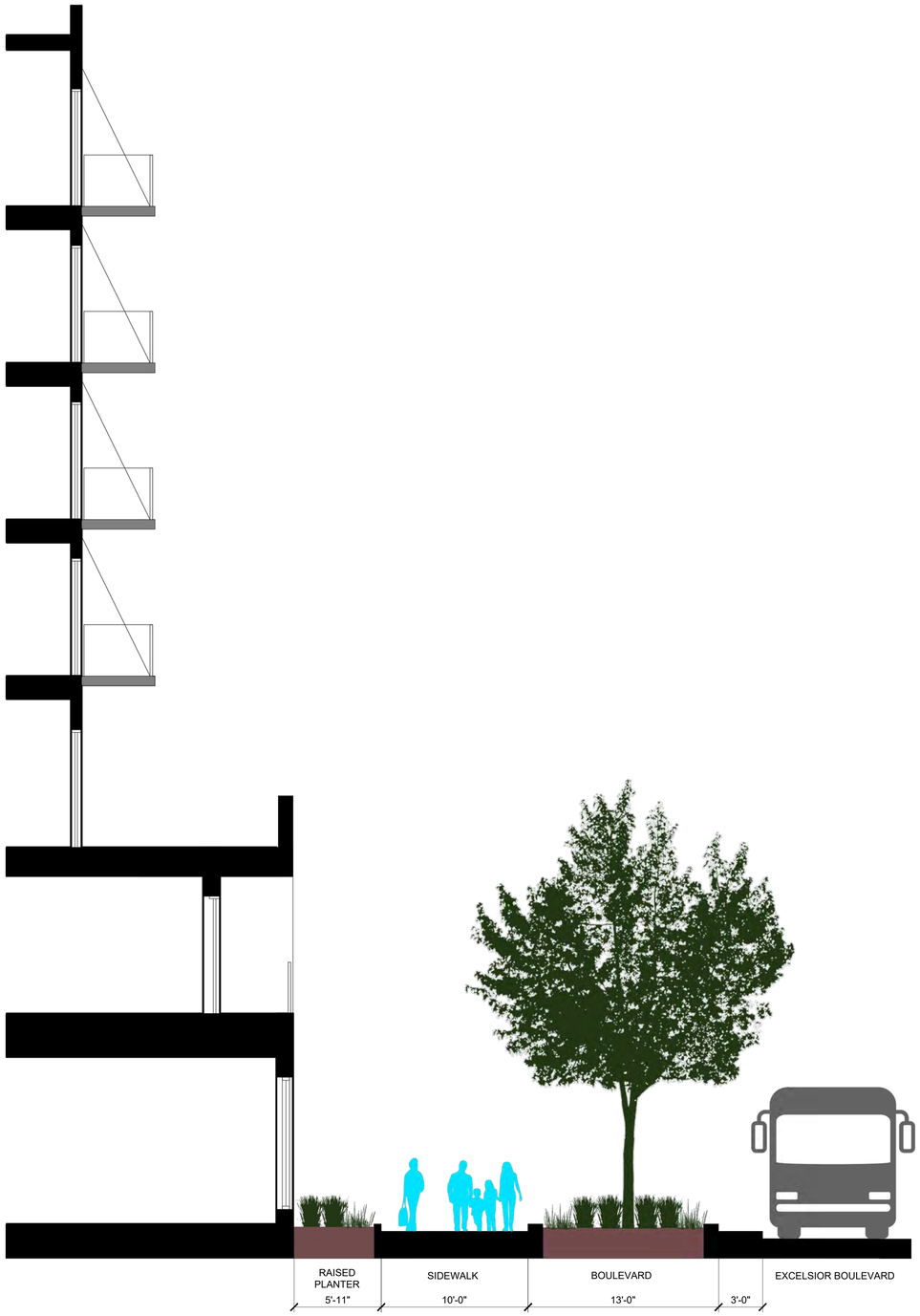
KEY PLAN

BLAKE ROAD STATION

LANDSCAPE PLAN - BUILDING B

**L140**




2 SECTION - STREETSCAPE @ EXCELSIOR

1/4" = 1'-0"

P-21.261-03




1 SECTION - STREETSCAPE @ BLAKE ROAD

1/4" = 1'-0"

P-21.261-04

BLAKE STATION
BLDG B
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KEY PLAN

BLAKE ROAD STATION

LANDSCAPE SECTIONS

**L400**

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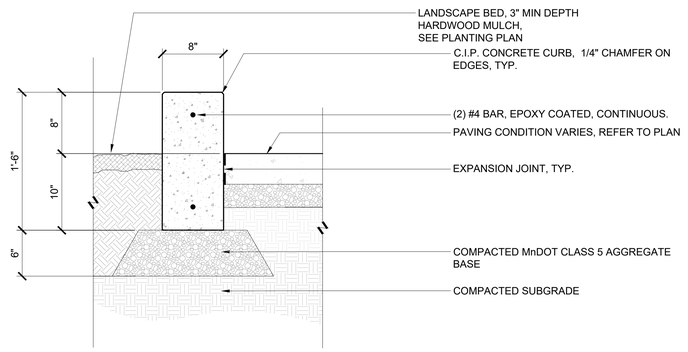
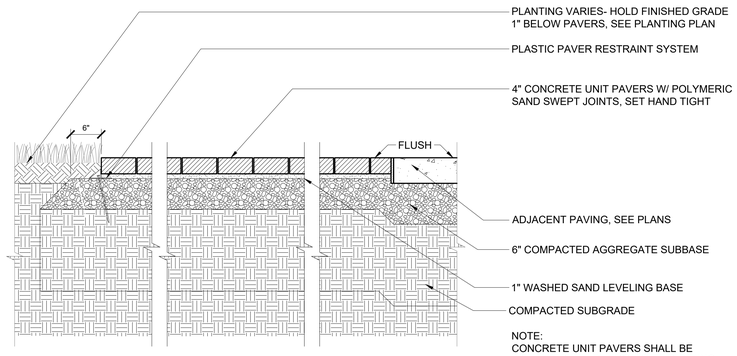
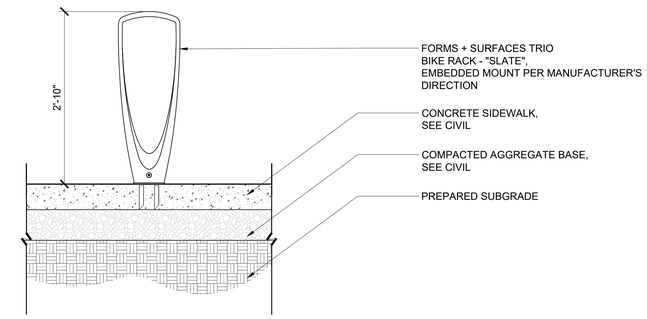


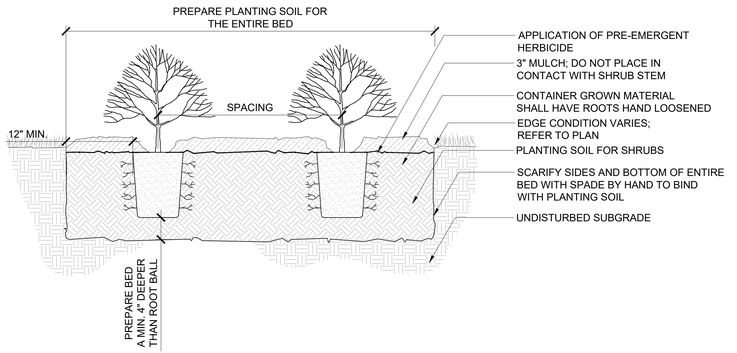

8 CONCRETE PLANTER CURB
1 1/2" = 1'-0" P-21.261-07



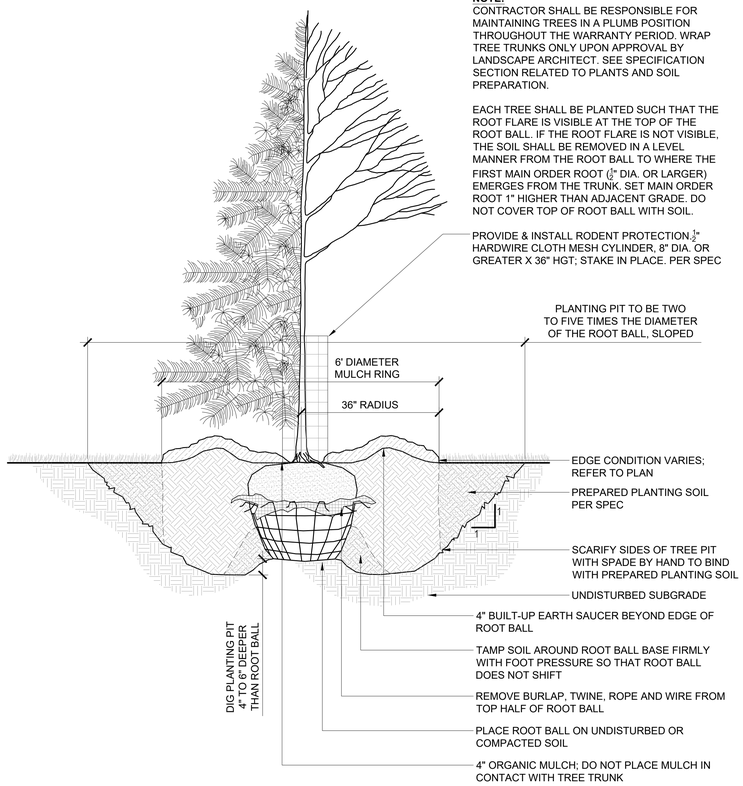

5 CONCRETE UNIT PAVER
1" = 1'-0" P-21.261-66



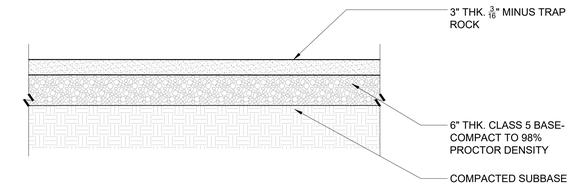

3 BIKE RACK, SURFACE MOUNT
1" = 1'-0" P-21.261-68



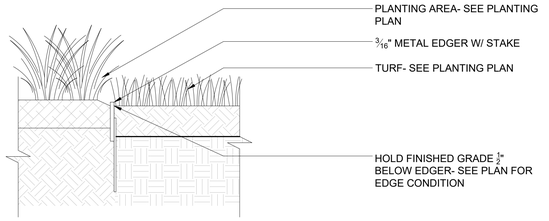

7 DETAIL - SHRUB PLANTING
1" = 1'-0" P-21.261-06



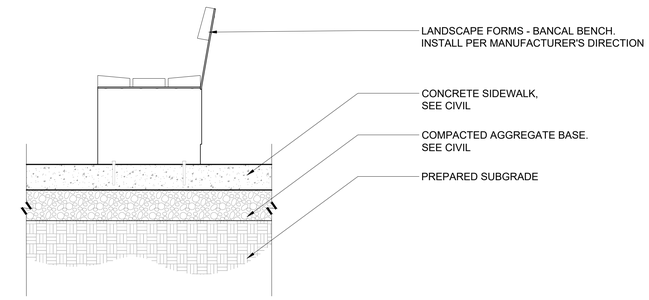

4 DETAIL - TREE PLANTING
3/4" = 1'-0" P-21.261-01




2 CRUSHED STONE PAVING
1" = 1'-0" P-21.261-67




6 STEEL EDGING
1 1/2" = 1'-0" P-21.261-65




1 SITE BENCH - INGROUND MOUNT
1" = 1'-0" P-21.261-75

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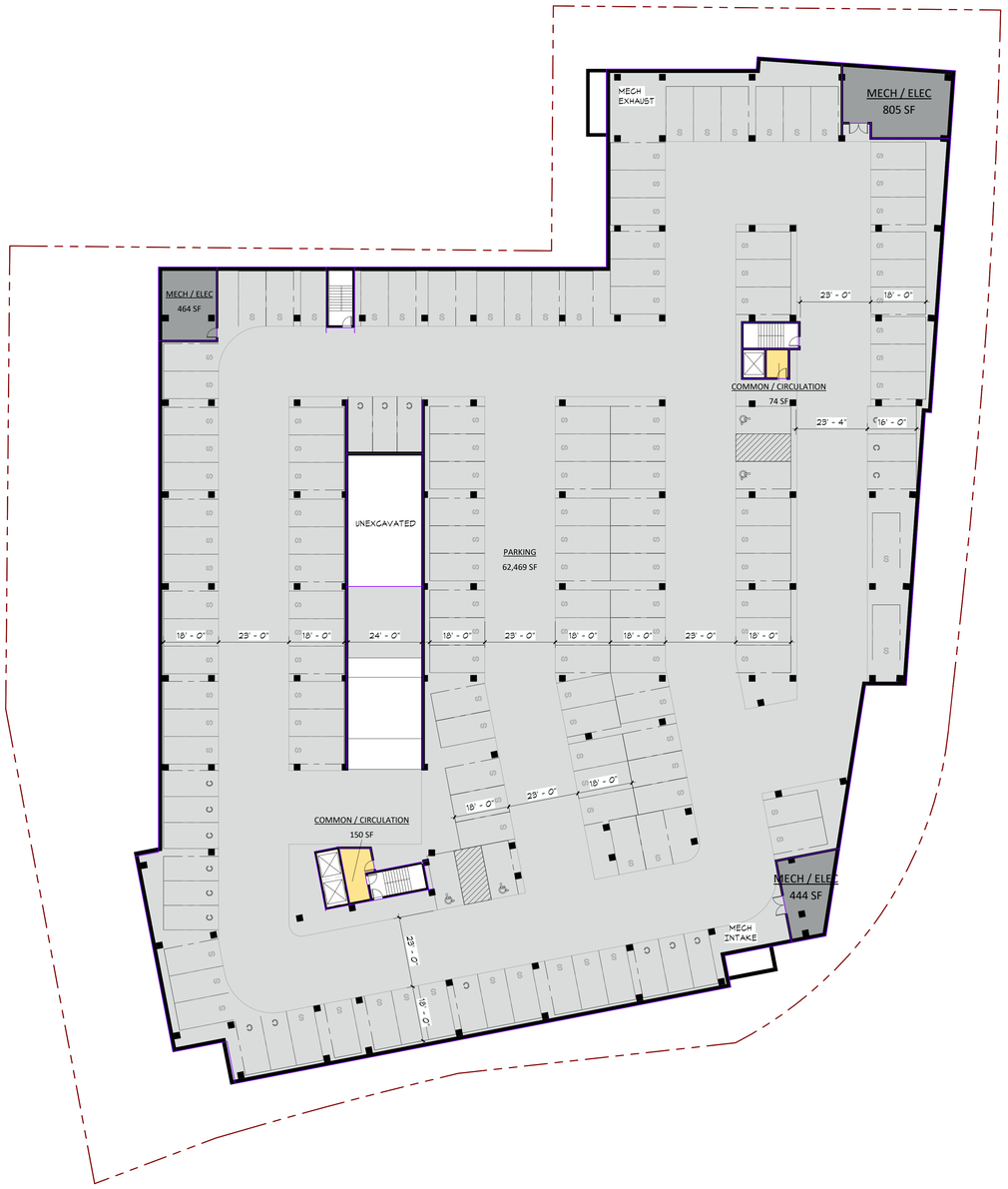
KEY PLAN

BLAKE ROAD STATION

LANDSCAPE DETAILS

**L500**




1 A1-0 **LEVEL P1**
1" = 20'-0"

| PARKING SCHEDULE - RETAIL | | |
|---|---|---|
| Type | Level | Count |
| LEVEL 1 | | |
| 8'-6" x 18' - COMPACT | LEVEL 1 | 1 |
| 8'-6" x 18' - STANDARD | LEVEL 1 | 3 |
| 9'-0" x 18' - STANDARD | LEVEL 1 | 33 |
| 9'-0' x 16' - COMPACT | LEVEL 1 | 1 |
| 9'-0' x 18' - ADA | LEVEL 1 | 4 |
| TOTAL STALLS: | | 42 |

| PARKING SCHEDULE - APARTMENT | | |
|---|---|---|
| Type | Level | Count |
| LEVEL P1 | | |
| 8'-0" x 18' - COMPACT | LEVEL P1 | 7 |
| 8'-6" x 18' - COMPACT | LEVEL P1 | 8 |
| 9'-0" x 18' - STANDARD | LEVEL P1 | 126 |
| 9'-0' x 16' - COMPACT | LEVEL P1 | 3 |
| 9'-0' x 18' - ADA | LEVEL P1 | 4 |
| | | 148 |
| LEVEL 1 | | |
| 8'-0" x 18' - COMPACT | LEVEL 1 | 3 |
| 9'-0" x 18' - STANDARD | LEVEL 1 | 38 |
| 9'-0' x 16' - COMPACT | LEVEL 1 | 2 |
| 9'-0' x 18' - STANDARD | LEVEL 1 | 1 |
| | | 44 |
| LEVEL 2 | | |
| 8'-0" x 18' - COMPACT | LEVEL 2 | 6 |
| 8'-6" x 18' - COMPACT | LEVEL 2 | 5 |
| 9'-0" x 18' - STANDARD | LEVEL 2 | 88 |
| 9'-0' x 16' - COMPACT | LEVEL 2 | 2 |
| 9'-0' x 18' - ADA | LEVEL 2 | 4 |
| | | 105 |
| TOTAL STALLS: | | 297 |

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# BLAKE STATION
# SITE B
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KEY PLAN

PLAN NORTH

BLAKE STATION SITE B

LEVEL P1 PLAN

**A1-0**




1 A1-1 **LEVEL 1**
1" = 20'-0"

| DEPARTMENT GROSS AREAS | |
|---|---|
| Area Department | Area |
| LEVEL P1 | |
| BOH | 1,713 SF |
| COMMON / CIRCULATION | 225 SF |
| PARKING | 62,469 SF |
| | 64,406 SF |
| LEVEL 1 | |
| AMENITY | 9,403 SF |
| BOH | 2,910 SF |
| COMMON / CIRCULATION | 1,080 SF |
| PARKING | 39,478 SF |
| RETAIL | 10,062 SF |
| | 62,933 SF |
| LEVEL 2 | |
| BOH | 1,327 SF |
| COMMON / CIRCULATION | 2,782 SF |
| PARKING | 42,751 SF |
| RESIDENTIAL | 16,471 SF |
| | 63,332 SF |
| LEVEL 3 | |
| AMENITY | 2,722 SF |
| BOH | 646 SF |
| COMMON / CIRCULATION | 3,793 SF |
| RESIDENTIAL | 33,829 SF |
| | 40,991 SF |
| LEVEL 4 | |
| BOH | 648 SF |
| COMMON / CIRCULATION | 3,529 SF |
| RESIDENTIAL | 36,665 SF |
| | 40,842 SF |
| LEVEL 5 | |
| BOH | 648 SF |
| COMMON / CIRCULATION | 3,529 SF |
| RESIDENTIAL | 36,665 SF |
| | 40,842 SF |
| LEVEL 6 | |
| BOH | 648 SF |
| COMMON / CIRCULATION | 3,529 SF |
| RESIDENTIAL | 36,665 SF |
| | 40,842 SF |
| LEVEL 7 | |
| AMENITY | 745 SF |
| BOH | 609 SF |
| COMMON / CIRCULATION | 3,530 SF |
| RESIDENTIAL | 34,603 SF |
| | 39,487 SF |
| | 393,676 SF |

| PARKING SCHEDULE - RETAIL | | |
|---|---|---|
| Type | Level | Count |
| LEVEL 1 | | |
| 8'-6" x 18' - COMPACT | LEVEL 1 | 1 |
| 8'-6" x 18' - STANDARD | LEVEL 1 | 3 |
| 9'-0" x 18' - STANDARD | LEVEL 1 | 33 |
| 9'-0" x 16' - COMPACT | LEVEL 1 | 1 |
| 9'-0" x 18' - ADA | LEVEL 1 | 4 |
| TOTAL STALLS: | | 42 |

| PARKING SCHEDULE - APARTMENT | | |
|---|---|---|
| Type | Level | Count |
| LEVEL P1 | | |
| 8'-0" x 18' - COMPACT | LEVEL P1 | 7 |
| 8'-6" x 18' - COMPACT | LEVEL P1 | 8 |
| 9'-0" x 18' - STANDARD | LEVEL P1 | 126 |
| 9'-0" x 16' - COMPACT | LEVEL P1 | 3 |
| 9'-0" x 18' - ADA | LEVEL P1 | 4 |
| | | 148 |
| LEVEL 1 | | |
| 8'-0" x 18' - COMPACT | LEVEL 1 | 3 |
| 9'-0" x 18' - STANDARD | LEVEL 1 | 38 |
| 9'-0" x 16' - COMPACT | LEVEL 1 | 2 |
| 9'-0" x 18' - STANDARD | LEVEL 1 | 1 |
| | | 44 |
| LEVEL 2 | | |
| 8'-0" x 18' - COMPACT | LEVEL 2 | 6 |
| 8'-6" x 18' - COMPACT | LEVEL 2 | 5 |
| 9'-0" x 18' - STANDARD | LEVEL 2 | 88 |
| 9'-0" x 16' - COMPACT | LEVEL 2 | 2 |
| 9'-0" x 18' - ADA | LEVEL 2 | 4 |
| | | 105 |
| TOTAL STALLS: | | 297 |

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# SITE B
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KEY PLAN

PLAN NORTH

BLAKE STATION SITE B

LEVEL 1 PLAN

**A1-1**

# BLAKE STATION
# SITE B
Hopkins, MN




1 A1-2 **LEVEL 2**
1" = 20'-0"

| **UNIT MIX SUMMARY - OPTION 1) | | | | |
|---|---|---|---|---|
| Name | Qty | % | Area | Min - Max SF |
| 1 BED | 97 | 39% | 66,839 SF | 645 SF ... 720 SF |
| 1 BED + DEN | 2 | 1% | 1,572 SF | 774 SF ... 797 SF |
| 2 BED | 80 | 32% | 81,097 SF | 904 SF ... 1,052 SF |
| 3 BED | 11 | 4% | 14,087 SF | 1,272 SF ... 1,318 SF |
| ALCOVE | 40 | 16% | 21,656 SF | 495 SF ... 597 SF |
| STUDIO | 20 | 8% | 9,650 SF | 464 SF ... 521 SF |
| Grand total: 250 | 250 | | 194,900 SF | |

| PARKING SCHEDULE - APARTMENT | | |
|---|---|---|
| Type | Level | Count |
| LEVEL P1 | | |
| 8'-0" x 18' - COMPACT | LEVEL P1 | 7 |
| 8'-6" x 18' - COMPACT | LEVEL P1 | 8 |
| 9'-0" x 18' - STANDARD | LEVEL P1 | 126 |
| 9'-0" x 16' - COMPACT | LEVEL P1 | 3 |
| 9'-0" x 18' - ADA | LEVEL P1 | 4 |
| | | 148 |
| LEVEL 1 | | |
| 8'-0" x 18' - COMPACT | LEVEL 1 | 3 |
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| 8'-0" x 18' - COMPACT | LEVEL 2 | 6 |
| 8'-6" x 18' - COMPACT | LEVEL 2 | 5 |
| 9'-0" x 18' - STANDARD | LEVEL 2 | 88 |
| 9'-0" x 16' - COMPACT | LEVEL 2 | 2 |
| 9'-0" x 18' - ADA | LEVEL 2 | 4 |
| | | 105 |
| TOTAL STALLS: | | 297 |


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PLAN NORTH

BLAKE STATION SITE B

LEVEL 2 PLAN

**A1-2**

2/16/2022 5:15:15 PM




1 A1-3 **LEVEL 3**
1" = 20'-0"

**UNIT MIX SUMMARY - OPTION 1)**

| Name | Qty | % | Area | Min - Max SF |
|---|---|---|---|---|
| 1 BED | 97 | 39% | 66,839 SF | 645 SF ... 720 SF |
| 1 BED + DEN | 2 | 1% | 1,572 SF | 774 SF ... 797 SF |
| 2 BED | 80 | 32% | 81,097 SF | 904 SF ... 1,052 SF |
| 3 BED | 11 | 4% | 14,087 SF | 1,272 SF ... 1,318 SF |
| ALCOVE | 40 | 16% | 21,656 SF | 495 SF ... 597 SF |
| STUDIO | 20 | 8% | 9,650 SF | 464 SF ... 521 SF |
| Grand total: 250 | 250 | | 194,900 SF | |

BLAKE STATION
SITE B
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KEY PLAN

PLAN NORTH

BLAKE STATION SITE B

LEVEL 3 PLAN

**A1-3**

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# BLAKE STATION
# SITE B
Hopkins, MN




1 A1-4 **LEVEL 4-6**
1" = 20'-0"

**UNIT MIX SUMMARY - OPTION 1)**

| Name | Qty | % | Area | Min - Max SF |
|---|---|---|---|---|
| 1 BED | 97 | 39% | 66,839 SF | 645 SF ... 720 SF |
| 1 BED + DEN | 2 | 1% | 1,572 SF | 774 SF ... 797 SF |
| 2 BED | 80 | 32% | 81,097 SF | 904 SF ... 1,052 SF |
| 3 BED | 11 | 4% | 14,087 SF | 1,272 SF ... 1,318 SF |
| ALCOVE | 40 | 16% | 21,656 SF | 495 SF ... 597 SF |
| STUDIO | 20 | 8% | 9,650 SF | 464 SF ... 521 SF |
| Grand total: 250 | 250 | | 194,900 SF | |


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PLAN NORTH

BLAKE STATION SITE B

LEVEL 4-6 PLAN

**A1-4**

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**UNIT MIX SUMMARY - OPTION 1)

| Name | Qty | % | Area | Min - Max SF |
|---|---|---|---|---|
| 1 BED | 97 | 39% | 66,839 SF | 645 SF ... 720 SF |
| 1 BED + DEN | 2 | 1% | 1,572 SF | 774 SF ... 797 SF |
| 2 BED | 80 | 32% | 81,097 SF | 904 SF ... 1,052 SF |
| 3 BED | 11 | 4% | 14,087 SF | 1,272 SF ... 1,318 SF |
| ALCOVE | 40 | 16% | 21,656 SF | 495 SF ... 597 SF |
| STUDIO | 20 | 8% | 9,650 SF | 464 SF ... 521 SF |
| Grand total: 250 | 250 | | 194,900 SF | |

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PLAN NORTH

BLAKE STATION SITE B

LEVEL 7 PLAN

**A1-5**

1 A1-5 **LEVEL 7**
1" = 20'-0"

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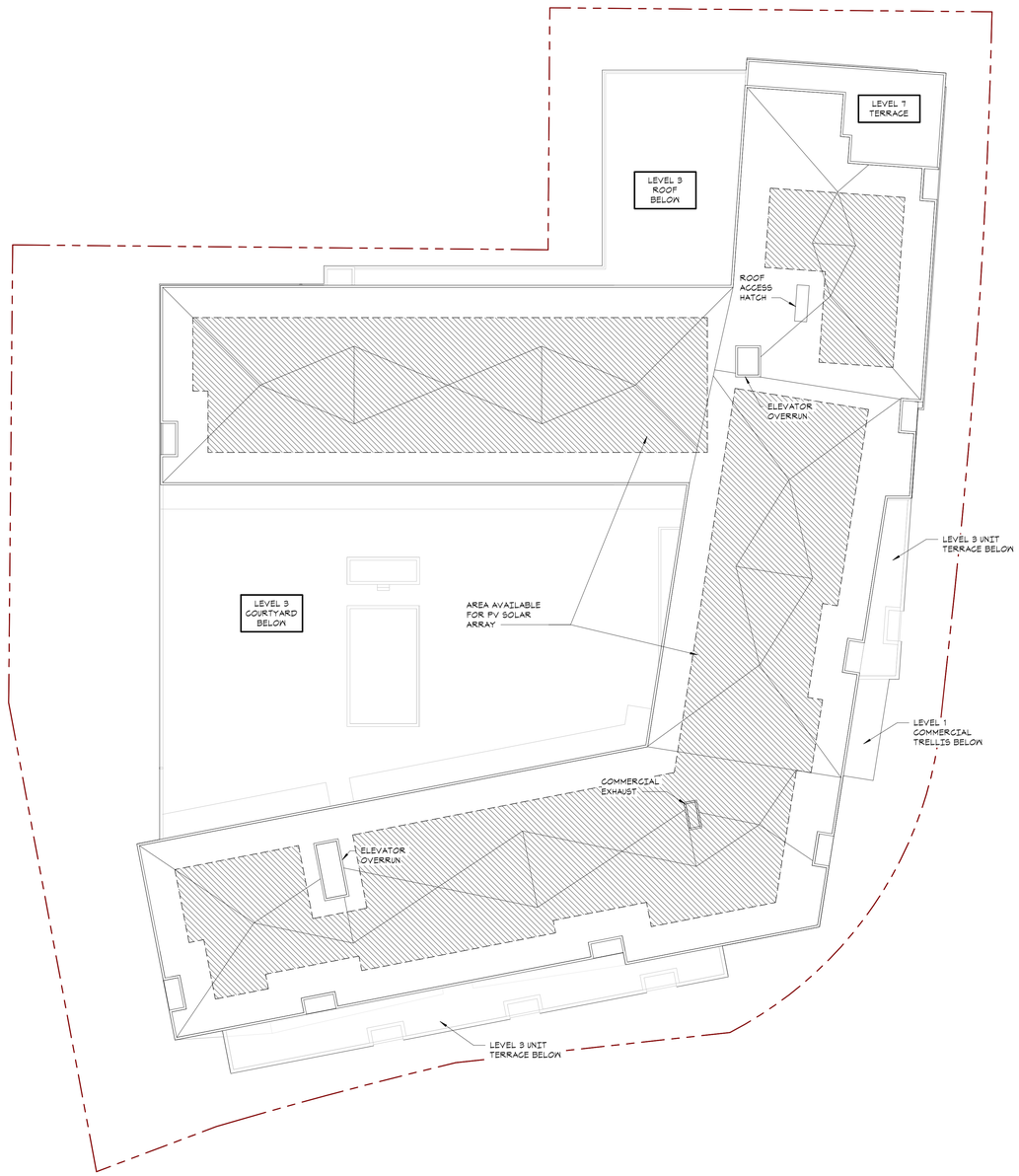


1 A1-6 **ROOF LEVEL**
1" = 20'-0"

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CHECKED BY

KEY PLAN

PLAN NORTH

BLAKE STATION SITE B

ROOF PLAN

**A1-6**




VIEW EAST ON EXCELSIOR BOULEVARD



POCKET PARK




COMMERCIAL PATIO ON BLAKE ROAD




VIEW WEST ON EXCELSIOR BOULEVARD

2/16/2022 5:15:20 PM

BLAKE STATION
SITE B
Hopkins, MN

esg
ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

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Signature

Typed or Printed Name

License # Date

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LUA Submittal
2/18/2022

ORIGINAL ISSUE:
01/31/22

REVISIONS:

| No. | Description | Date |
|---|---|---|

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BLAKE STATION SITE B

PERSPECTIVE VIEWS

**A3-1**

| ELEVATION VIEW | TOTAL AREA | GLASS AREA | GLASS % | BRICK AREA | BRICK % | METAL PANEL AREA | METAL PANEL % | METAL TILE AREA | METAL TILE % | FIBER CEMENT SIDING AREA | FIBER CEMENT SIDING % | TOTAL % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NORTH | 21,046 | 5,851 | 28% | 4,861 | 23% | 1,090 | 5% | 6,545 | 31% | 3,789 | 18% | 100% |
| WEST | 20,330 | 5,124 | 25% | 6,642 | 33% | 1,833 | 9% | 6,492 | 32% | 2,072 | 10% | 100% |
| SOUTH | 17,538 | 5,397 | 31% | 3,830 | 22% | 1,030 | 6% | 5,475 | 31% | 2,836 | 16% | 100% |
| EAST | 23,401 | 8,506 | 36% | 2,247 | 10% | 2,202 | 9% | 7,005 | 30% | 5,643 | 24% | 100% |




2 A3-2 **SOUTH ELEVATION**
3/32" = 1'-0"




1 A3-2 **EAST ELEVATION**
3/32" = 1'-0"

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BLAKE STATION SITE B

SOUTH AND EAST BUILDING ELEVATIONS

**A3-2**

**WALL CALCULATIONS WITHOUT GLASS**

| ELEVATION VIEW | TOTAL AREA w/OUT GLASS | X | X | BRICK AREA | BRICK % | METAL PANEL AREA | METAL PANEL % | METAL TILE AREA | METAL TILE % | FIBER CEMENT SIDING AREA | FIBER CEMENT SIDING % | TOTAL % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NORTH | 15,195 | | | 4,861 | 32% | 1,090 | 7% | 5,455 | 36% | 3,789 | 25% | 100% |
| WEST | 15,206 | | | 6,642 | 44% | 1,833 | 12% | 4,659 | 31% | 2,072 | 14% | 100% |
| SOUTH | 12,141 | | | 3,830 | 32% | 1,030 | 8% | 4,445 | 37% | 2,836 | 23% | 100% |
| EAST | 14,895 | | | 2,247 | 15% | 2,202 | 15% | 4,803 | 32% | 5,643 | 38% | 100% |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |




2 A3-3 **NORTH ELEVATION**
3/32" = 1'-0"




1 A3-3 **WEST ELEVATION**
3/32" = 1'-0"

3/18/2022 4:00:40 PM

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3/17/22

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BLAKE STATION SITE B

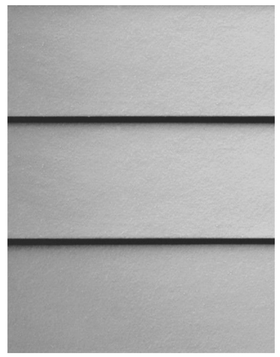
WEST AND NORTH BUILDING ELEVATIONS

**A3-3**

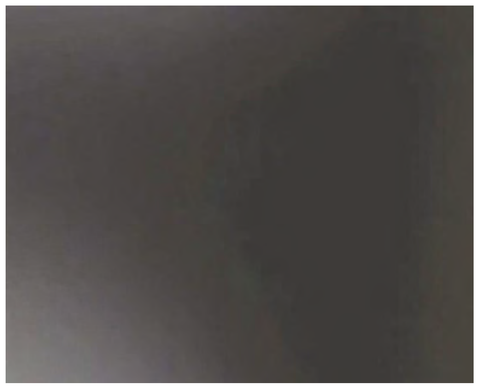
BLAKE STATION
SITE B
Hopkins, MN



METAL TILE



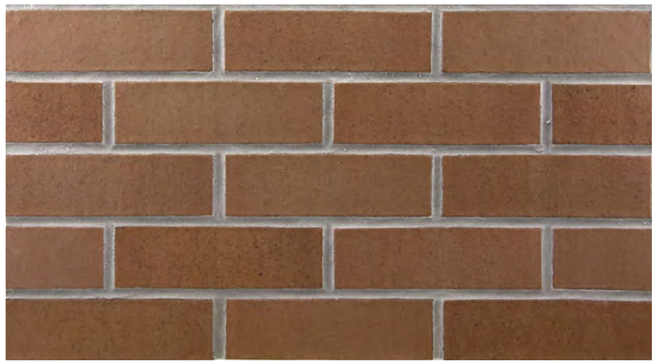
FIBER CEMENT LAP SIDING



METAL PANEL



FACE BRICK - PRIMARY



FACE BRICK - ACCENT

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BLAKE STATION SITE B

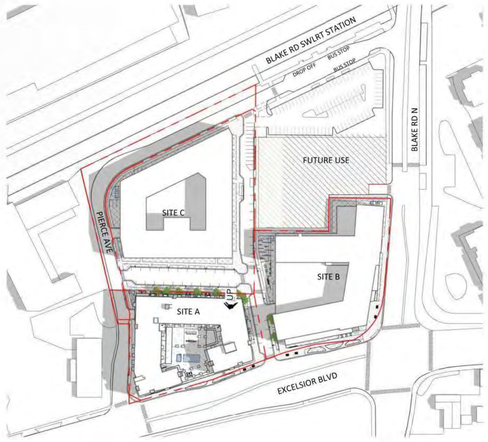
EXTERIOR MATERIALS

**A3-4**

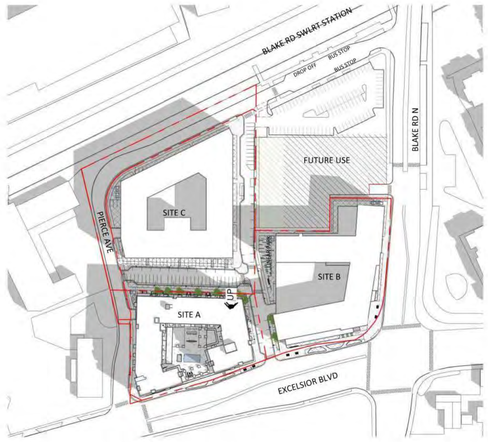
2/17/2022 8:35:54 AM



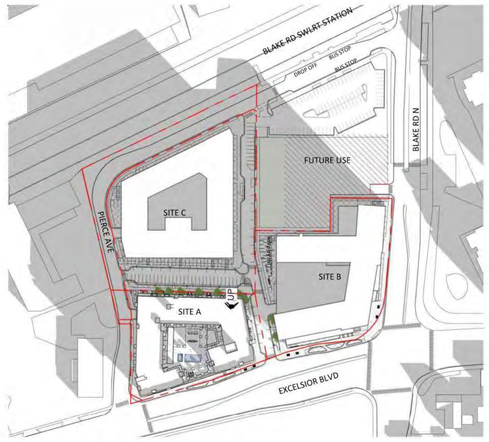

**SHADOW STUDY - MARCH 9 AM**



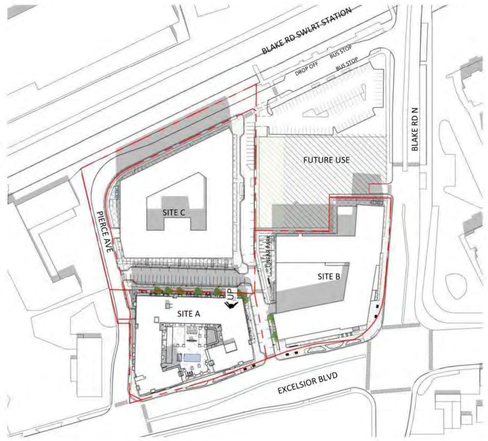

**SHADOW STUDY - JUNE 9 AM**



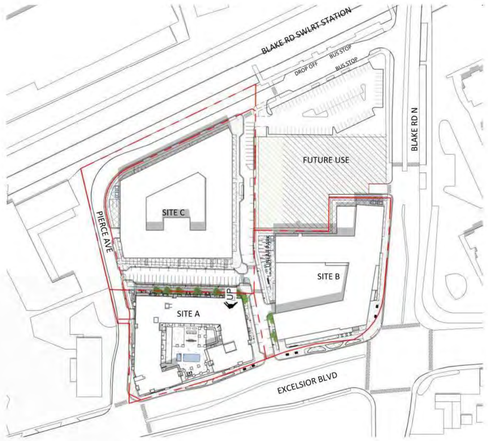

**SHADOW STUDY - SEPTEMBER 9 AM**



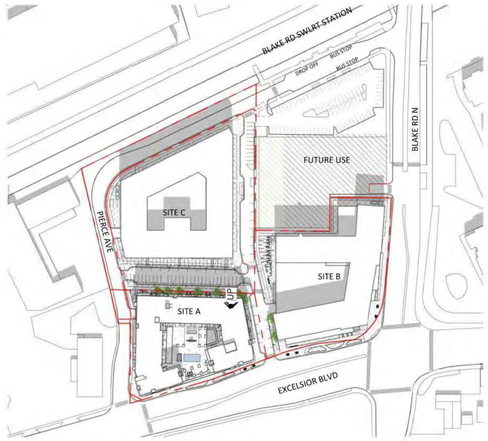

**SHADOW STUDY - DECEMBER 9 AM**



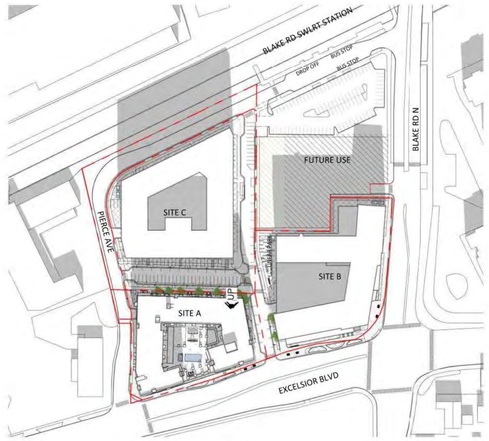

**SHADOW STUDY - MARCH 12 PM**



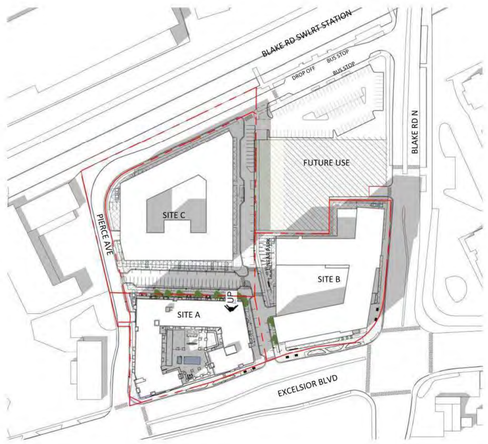

**SHADOW STUDY - JUNE 12 PM**




**SHADOW STUDY - SEPTEMBER 12 PM**



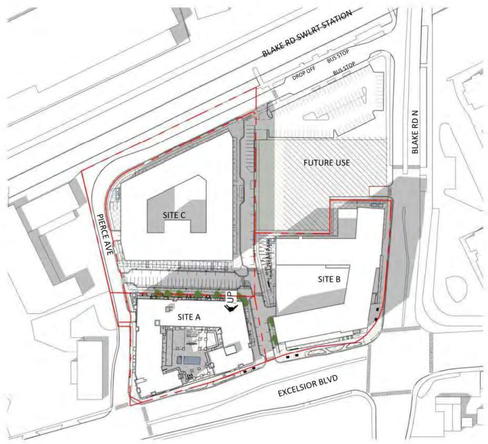

**SHADOW STUDY - DECEMBER 12 PM**




**SHADOW STUDY - MARCH 3 PM**




**SHADOW STUDY - JUNE 3 PM**




**SHADOW STUDY - SEPTEMBER 3PM**




**SHADOW STUDY - DECEMBER 3 PM**

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# BLAKE STATION
# SITE B
Hopkins, MN

esg
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BLAKE STATION SITE B

SHADOW STUDIES

**A3-5**

| Calculation Summary | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| East Property Line | Illuminance | Fc | 0.26 | 2.0 | 0.0 | N.A. | N.A. |
| North Property Line | Illuminance | Fc | 0.54 | 3.7 | 0.1 | 5.40 | 37.00 |
| Northeast Egress Path | Illuminance | Fc | 2.67 | 8.9 | 0.3 | 8.90 | 29.67 |
| Northwest Egress Path | Illuminance | Fc | 3.27 | 10.1 | 0.3 | 10.90 | 33.67 |
| Overall Site | Illuminance | Fc | 0.68 | 13.4 | 0.0 | N.A. | N.A. |
| South Property Line | Illuminance | Fc | 0.34 | 1.6 | 0.0 | N.A. | N.A. |
| West Property Line | Illuminance | Fc | 0.14 | 0.7 | 0.0 | N.A. | N.A. |

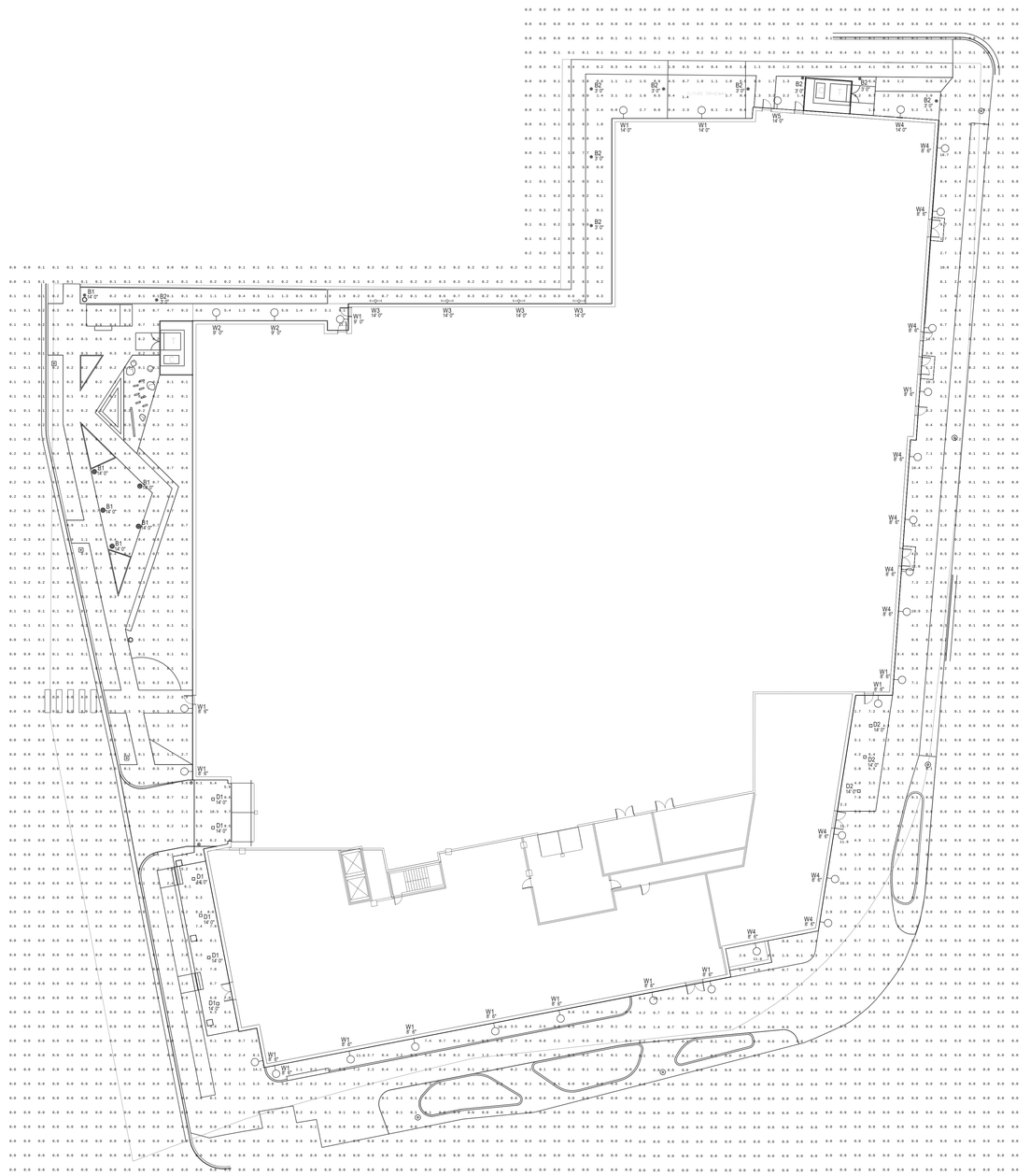
## GENERAL NOTES:

A. REFER TO SHEETS E0.2P, E0.3P, AND E0.4P FOR FIXTURE SCHEDULES, DETAILS, AND CUTSHEETS.

B. LIGHTING LEVELS SHOWN ARE MAINTAINED. LIGHT LOSS FACTOR OF 0.90 WAS USED TO ACCOUNT FOR DIRT AND LUMEN DEPRECIATION.

C. WALL SCONCE AND DOWNLIGHT MOUNTING HEIGHTS SHOWN ARE TO BOTTOM OF FIXTURE.

D. BOLLARD MOUNTING HEIGHTS SHOWN ARE TO TOP OF FIXTURE.




1 ELECTRICAL SITE PHOTOMETRIC
SCALE: 1" = 20'-0"

0 10' 20' 40'
1" = 20'-0"

# Blake Station Site B

Hopkins, MN


esg ARCHITECTURE & DESIGN

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emanuelson-podas
consulting engineers

Emanuelson-Podas, Inc.
7705 Bush Lake Road
Edina, MN 55439

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KEY PLAN

PLAN NORTH

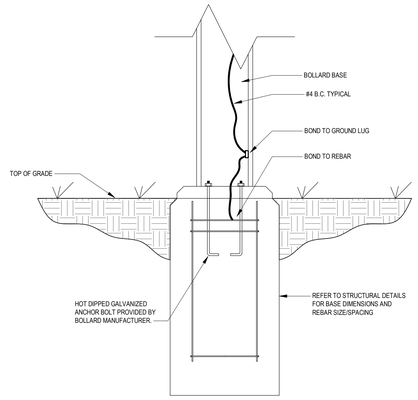
Blake Station Site B

ELECTRICAL SITE PHOTOMETRIC

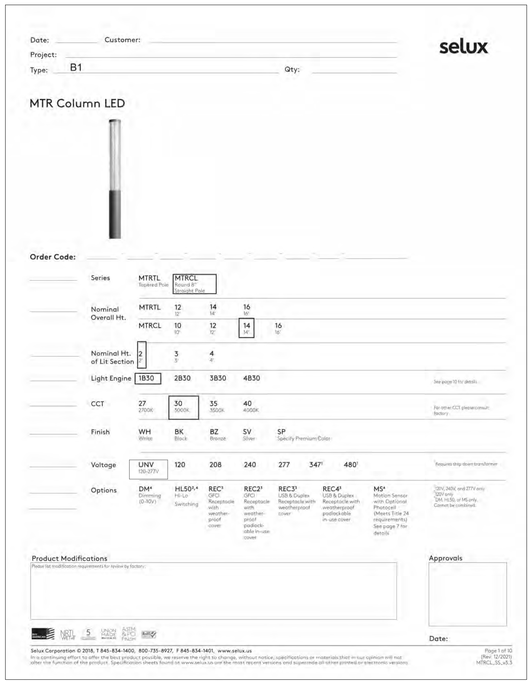
**E0.1P**

## LIGHT FIXTURE SCHEDULE

| FIXT. TYPE | DESCRIPTION | VOLTAGE | LAMPS | | VA/ FIXT. | MANUFACTURER | CATALOG NUMBER |
|---|---|---|---|---|---|---|---|
| | | | TYPE | QTY./ FIXT. | | | |
| B1 | 14' TALL COLUMN LED BOLLARD. 2' LIT SECTION ON TOP OF FIXTURE WITH UV DIFFUSER. IP66 RATED. ONE LIGHT ENGINE, 1,300 DELIVERED LUMENS. POINT TOWARDS PATHWAY. FINISH TO BE SELECTED BY LANDSCAPE. | UNV | LED 3000K | N/A | 13 | SELUX | MTRCL-14-2-1B30-30 |
| B2 | 3' TALL, 8" WIDE NOTCH LED BOLLARD. DIE CAST LOW COPPER ALUMINUM HOUSING. IP65 RATED. UV STABILIZED POLYCARBONATE LENS. ASYMETRICAL THROW. 400 DELIVERED LUMENS. POINT TOWARDS PATHWAY. FINISH TO BE SELECTED BY LANDSCAPE. | UNV | LED 3000K | N/A | 10 | SELUX | NT-3-LG4500 |
| D1 | RECESSED 2,000 LUMEN 6" ROUND LED DOWNLIGHT. HIGH EFFICIENCY LED LIGHT ENGINE. CLEAR SEMI-DIFFUSE ALZAK REFLECTOR. TRIM TO MATCH CEILING FINISH. FINISH TO BE SELECTED BY ARCHITECT. | UNV | LED 3000K | N/A | 22 | PRESCOLITE | LF6SL-6LFSL20L30K8 |
| D2 | 7" TALL LED DOWNLIGHT. ALUMINUM CONSTRUCTION. IP66 RATED. CLEAR LENS. 40 DEGREE FLOOD LIGHT DISTRIBUTION. 825 DELIVERED LUMENS, 90 CRI. INSTALL IT IN BETWEEN TRELIS' OVERHEAD BEAMS. FINISH TO BE SELECTED BY ARCHITECT. | UNV | LED 3000K | N/A | 13 | B-K LIGHTING | SM-DE-TR-X102-FL |
| W1 | 4 7/8" WIDE, 12 1/2" TALL ROUND LED WALL SCONCE. DIE-CAST ALUMINUM HOUSING. IP65 RATED. WET LOCATION LISTED. UP/DOWN LIGHT LED MODULE, AWAY FROM WALL UP/DOWN DISTRIBUTION. 2,000 NOMINAL LUMENS. BLACK FINISH. | UNV | LED 3000K | N/A | 34 | WAC LIGHTING | DS-WD0534-F930A-BK |
| W2 | 4 7/8" WIDE, 12 1/2" TALL ROUND LED WALL SCONCE. DIE-CAST ALUMINUM HOUSING. IP65 RATED. WET LOCATION LISTED. UP/DOWN LIGHT LED MODULE, TOWARDS WALL UP/DOWN DISTRIBUTION. 2,000 NOMINAL LUMENS. BLACK FINISH. | UNV | LED 3000K | N/A | 34 | WAC LIGHTING | DS-WD0534-F930B-BK |
| W3 | 4' LINEAR WALL MOUNTED LED FIXTURE. EXTRUDED ALUMINUM FIXTURE WITH 6" FIXED BRACKET. SYMMETRIC 30 DEGREE -60 DEGREE BEAM SPREAD. 1,600 DELIVERED LUMENS. WET LOCATION LISTED. TILT FIXTURE 30 DEGREES TOWARDS WALL. BRACKET SHALL BE 1' LONG. BLACK FINISH. | UNV | LED 3000K | N/A | 16 | SPI LIGHTING | SEW12145-4FT-L16W-120-277V-3000K-LBK6-SMB |
| W4 | 4 7/8" WIDE, 12 1/2" TALL ROUND LED WALL SCONCE. DIE-CAST ALUMINUM HOUSING. IP65 RATED. WET LOCATION LISTED. DOWN ONLY LIGHT LED MODULE, AWAY FROM WALL DOWN DISTRIBUTION. 2,000 NOMINAL LUMENS. BLACK FINISH. | UNV | LED 3000K | N/A | 17 | WAC LIGHTING | DS-WD0534-F930A-BK |
| W5 | 4 7/8" WIDE, 12 1/2" TALL ROUND LED WALL SCONCE. DIE-CAST ALUMINUM HOUSING. IP65 RATED. WET LOCATION LISTED. DOWN ONLY LIGHT LED MODULE, TOWARDS WALL DOWN DISTRIBUTION. 2,000 NOMINAL LUMENS. BLACK FINISH. | UNV | LED 3000K | N/A | 17 | WAC LIGHTING | DS-WD0534-F930B-BK |




1 BOLLARD BASE DETAIL
NO SCALE


Date: Customer:
Project:
Type: B1 Qty:

selux

MTR Column LED

Order Code:

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Series | MTRTL Tapered Pole | MTRCL Round & Tapered Pole | | | | | | |
| Nominal Overall Ht. | MTRTL | 12 12' | 14 14' | 16 16' | | | | |
| | MTRCL | 10 10' | 12 12' | 14 14' | 16 16' | | | |
| Nominal Ht. of Lit Section | 2 2' | 3 3' | 4 4' | | | | | |
| Light Engine | 1B30 | 2B30 | 3B30 | 4B30 | | | | |
| CCT | 27 2700K | 30 3000K | 35 3500K | 40 4000K | | | | |
| Finish | WH White | BK Black | BZ Bronze | SV Silver | SP Specify Premium Color | | | |
| Voltage | UNV 120-277V | 120 | 208 | 240 | 277 | 347[1] | 480[1] | |
| Options | DM* Dimming (0-10V) | HL50%* Hi-Lo Switching | REC[3] GFCI Receptacle with weather-proof cover | REC2[3] GFCI Receptacle with weather-proof pivoting cable in-use cover | REC3[3] USB & Duplex Receptacle with weatherproof cover | REC4[3] USB & Duplex Receptacle with weatherproof pivoting/cable in-use cover | M5* Motion Sensor with Optional Photocell (Meets Title 24 requirements) See page 7 for details | |

See page 12 for details

For other CCT, please consult factory

Requires step down transformer

[1]277V, 240V, and 277V only. [2]120 only. [3]M-1430, or M5 only. Cannot be combined.

Product Modifications
Please list modification requirements for review by factory:

Approvals

Date:

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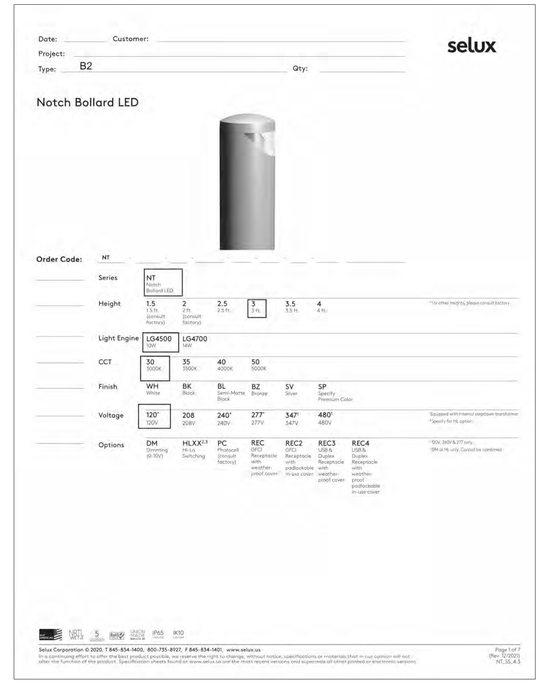
2 FIXTURE TYPE B1
NO SCALE


Date: Customer:
Project:
Type: B2 Qty:

selux

Notch Bollard LED

Order Code: NT

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Series | NT Notch Bollard LED | | | | | | | |
| Height | 1.5 1.5 ft. (consult factory) | 2 2 ft. (consult factory) | 2.5 2.5 ft. | 3 3 ft. | 3.5 3.5 ft. | 4 4 ft. | | |
| Light Engine | LG4500 5000 | LG4700 5000 | | | | | | |
| CCT | 30 3000K | 35 3500K | 40 4000K | 50 5000K | | | | |
| Finish | WH White | BK Black | BL Semi-Matte Black | BZ Bronze | SV Silver | SP Specify Premium Color | | |
| Voltage | 120 120V | 208 208V | 240 240V | 277 277V | 347 347V | 480 480V | | |
| Options | DM Dimming (0-10V) | HLXX[2,3] Hi-Lo Switching | PC Photocell (consult factory) | REC GFCI Receptacle with weather-proof cover | REC2 GFCI Receptacle with pivoting/cable in-use cover | REC3 USB & Duplex Receptacle with weather-proof cover | REC4 USB & Duplex Receptacle with weather-proof pivoting/cable in-use cover | |

*For other heights, please consult factory.

Equipped with thermal stepdown transformer
*Specify for HL option

[1]120V, 240V & 277V only.
[2]DM or HL only. Cannot be combined.

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3 FIXTURE TYPE B2
NO SCALE

Blake Station Site B
Hopkins, MN

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No. Description Date

4452.0002
PROJECT NUMBER

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KEY PLAN

Blake Station Site B

ELECTRICAL SITE PHOTOMETRIC DETAILS

**E0.2P**

Blake Station Site B
Hopkins, MN

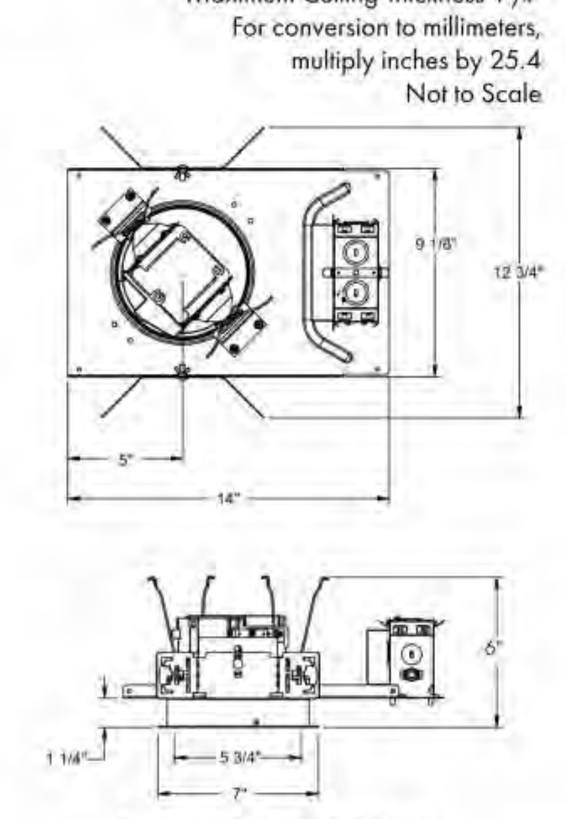
## 6" LED Downlight
# LF6SL LENS
120V–277V
0-10V Dimming



DATE: TYPE:
FIRM NAME:
PROJECT: D1

**LiteFrame**

Ceiling Cutout: 6-1/4"
Maximum Ceiling Thickness 1 1/4"
For conversion to millimeters, multiply inches by 25.4
Not to Scale




**See page 5 for EMR, CP and NX(W)E line art.**
EXAMPLE: LF6SLDM1-6LFSL15L35K8WT

**APPLICATIONS:**
LiteFrame LF6SL is a 6" specification grade LED lensed downlight that utilizes high efficiency LEDs to obtain color consistency, energy savings, and low maintenance costs. 50,000 hours minimum life up to 35°C (95°F) in open plenum applications.

**HOUSING:**
One-piece 22 gauge non-corrosive steel platform. Pre-wired j-box with snap-on cover for easy access. Snap-in- connection from driver compartment allows easy installation of light engine/trim assembly without tools above or below the ceiling and can be upgraded to accommodate technology improvements. Approve for 8 (4 in/4 out) No. 12 AWG conductors rated for 90°C through wiring.

**REFLECTOR:**
High purity aluminum, Alzak, iridescence suppressed, semi-diffuse reflector. Self-trim standard.

**IP65 AND VR:**
IP65 and vandal-resistant (VR) options are made of 16GA cold rolled steel stampings and come standard with a clear high impact polycarbonate lens. Each option uses self tapping stainless steel screws painted to match the white trim color standard; tamper-resistant screws are used on the VR option only. The IP65 rated option is completely sealed without the use of silicone on standard non-porous ceiling surfaces.

**LED LIGHT ENGINE:**
The LF6SL uses the Philips Fortimo DLM LED Module. This module provides controlled color consistency (3 SDCM) from fixture to fixture. The system is designed for optimal life and lumen maintenance (>50,000 hours at 70% lumen maintenance). Both reflector and light engine assembly are mechanically retained to housing.

**LED DRIVER:**
The LF6SL utilizes the Philips Fortimo LED Driver specifically designed to optimize efficiency of the Fortimo DLM Module. Driver is designed to match the 50,000 hour minimum life expectancy of the system. Meets UL Class 2, inherent short circuit protection, self limited, overload protected. If critical temperatures are reached on driver or LED module, integrated thermal feedback loop will gradually reduce current to protect system life. Driver is universal 120V-277V. Optional Lutron Series A driver is also available.

**DIMMING:**
Comes standard with 0-10V dimming capability. Flicker-free dimming to 10%. 0-10V control may consume up to 1mA. Lutron 2 wire and EcoSystem dimming available to 1% and DMX with RDM (remote device management) dimming to less than 0.1%.

**INSTALLATION:**
Adjustable Bar hangers included (not with CP option). Universal adjustable mounting brackets also accept 1/2" EMT conduit or 1 1/2" or 3/4" lathing channel (by others) or Prescolite 24" bar hangers (B24 or B6).

**CERTIFICATIONS:**
CSA certified to US and Canadian safety standards. Suitable for wet locations. Approved for through wiring. Non-IC rated. EMR is damp rated use only.

**WARRANTY:**
5 year warranty. See www.prescolite.com for details.

CATALOG NUMBER:
Order housing, reflector, and accessories separately

| HOUSING | DRIVER OPTION | HOUSING OPTIONS | TRIM APERTURE | KELVIN | REF. FINISH OPTION | REF. COLOR OPTIONS | TRIM OPTIONS | LENS | ACCESSORIES |
|---|---|---|---|---|---|---|---|---|---|
| STANDARD 0-10V DIMMING: ❑ **LF6SL** Standard Lumen 0-10V 10% dimming 120-277V | *Standard 0-10V 10% Dimming* ❑ **DM1** 0-10V dimming at 1% ❑ **DMT**[14,15] SpectraSync™ Tunable White ❑ **DMTW**[16] SpectraSync™ Tunable Dim to Warm | ❑ **EMR**[2] Emergency Battery Pack with remote test switch and indicator light ❑ **CP**[2,3,4,5,15,17] Chicago Plenum ❑ **LV**[12] Lutron Vive Enabled, 0-10V, 120-277V ❑ **NXWE**[2,15,18,19] NX Wireless Enabled ❑ **NXE**[2,15,18,19] NX Enabled, Dual SmartPorts | ❑ **6LFSL** Semi-Diffuse Clear Alzak | ❑ **27K** 2700 Kelvin ❑ **30K** 3000 Kelvin ❑ **35K** 3500 Kelvin ❑ **40K** 4000 Kelvin ❑ **50K** 5000 Kelvin ❑ **2230TD**[20] 2200K-3000K SpectraSync™ Dim to Warm ❑ **2750T**[20] 2700K-5000K SpectraSync™ Tunable White ❑ **2765T**[20] 2700K-6500K SpectraSync™ Tunable White | *Standard Semi-Diffuse* ❑ **SP** Specular ❑ **SS** Semi-Specular ❑ **MFC** American Matte™ ❑ **V** Kurt Versen Specular ❑ **VS** Kurt Versen Softglow® ❑ **VSS** Kurt Versen SoftSheen™ | *Standard Clear Alzak* ❑ **CG** Champagne Gold Alzak ❑ **GD** Gold Alzak ❑ **BL** Black Alzak ❑ **WE** Wheat Alzak ❑ **LW** Light Wheat Alzak ❑ **PW** Pewter Alzak ❑ **WH** Painted Matte White Reflector and Flange ❑ **BC** Painted Black Reflector and Flange | ❑ **WT** Painted White Flange Only ❑ **TRG** Trim Ring Gasket ❑ **WF**[10] Wide Flange ❑ **BNCT**[9,12] Black Non-conductive Trim ❑ **WNCT**[9,13] White Non-conductive Trim ❑ **BNCTB**[9,13] Black Non-conductive Trim Baffled ❑ **WNCTB**[9,13] White Non-conductive Trim Baffled | ❑ **CL**[8] Clear Lens (Regressed Standard) ❑ **DL**[8] Diffuse Lens (Regressed Standard) | ❑ **B24**[6] Set of two 24" bar hangers for T-bar ceilings ❑ **B6**[6] Set of two (2) bar hangers for ceiling joist up to 24" centers ❑ **LFSC6** 6" Reflector screw cover ❑ **LiteGear**[6] Inverter, single phase central lighting, 125VA-250VA ❑ **LPS Series**[6] LitePower micro-inverter, 20VA-55VA |
| | VOLTAGE OPTION: *Standard 120V-277V* ❑ **347** 347V | | OUTPUT: ❑ **11L** 1100 Lumen Module ❑ **15L** 1500 Lumen Module ❑ **20L**[17] 2000 Lumen Module | CRI: ❑ **8** 80+ CRI ❑ **9** 90+ CRI | | REFLECTOR OPTIONS: ❑ **FLU**[9,10] Flush Mount (Brushed Aluminum Flange Standard) ❑ **IP65**[7,10,11] Flush Lens, Dust and Water Tight to IP65 ❑ **VR**[7,10,11] Vandal Resistant | | | |

**Use with EDM/2DM/DMX dimming option: Match Housing to Trim Output** (ALTERNATIVE DIMMING TO 1% & 0.1%)

| HOUSING | DRIVER OPTION | VOLTAGE | HOUSING OPTIONS |
|---|---|---|---|
| ❑ **LF6SL11L** ❑ **LF6SL15L** ❑ **LF6SL20L** | ❑ **EDM**[1] Hi-Lume 1% EcoSystem LED Driver ❑ **2DM**[1] Hi-Lume 1% 2-wire LED Driver (120V only) ❑ **DMX**[1] DMX with RDM dimming to <0.1% | ❑ **120** 120V ❑ **277** 277V | ❑ **LVE (EDM Only)** Lutron Vive Enabled, EcoSystem |

**EDM, 2DM & DMX also available with EMR and WW[1]*

**NOTES:**
1. For EDM, 2DM and DMX options, housing output must match trim output
2. Not available with 347V
3. Not available with EMR
4. Bar hanger accessory should be selected with CP housing, not included as standard
5. Not available with DMX
6. See Central Inverter compatibility note and web links on page 2
7. IP65 and VR can not be chosen together
8. Not available with IP65 or VR
9. Not available with color/finish options. Semi-Diffuse finish only
10. Not available with BNCT, WNCT, BNCTB, or WNCTB
11. Not available with FLU
12. LV requires standard dimming or DM1
13. Must select CL or DL
14. Must select either 2750T or 2765T Kelvin with DMT driver option
15. Not available with LV or LVE
16. Must select 2230TD with DMTW driver option
17. Not compatible with DMT or DMTW
18. Not available with CP option
19. Not available with EDM, 2DM or DMX
20. Only available in 90+ CRI

prescolite

In a continuing effort to offer the best product possible we reserve the right to change, without notice, specifications or materials that in our opinion will not alter the function of the product.
Web: **www.prescolite.com** • Tech Support: **(888) 777-4832**

**LFR-LED-038**

# PHOTOMETRIC DATA

**LiteFrame - 6" LF6SL Lens**

| DRIVER DATA | 6LFSL20L | 6LFSL15L | 6LFSL11L |
|---|---|---|---|
| Input Voltage | 120-277V | 120-277V | 120-277V |
| Input Frequency | 50/60 Hz | 50/60 Hz | 50/60 Hz |
| Input Current | 0.184A (120V) | 0.133A (120V) | 0.105A (120V) |
| | 0.08 (277V) | 0.058A (277V) | 0.045A (277V) |
| Input Power | 22.1W | 16.0W | 12.6W |
| Power Factor | ≥0.90 | ≥0.90 | ≥0.90 |
| THD | <20% | <20% | <20% |
| EMI Filtering | FCC 47CFR | FCC 47CFR | FCC 47CFR |
| | Part 15, Class A | Part 15, Class A | Part 15, Class A |
| Operating Temperature | -20°C to 35°C | -20°C to 35°C | -20°C to 35°C |
| Dimming | 0-10V | 0-10V | 0-10V |

Over-voltage, over-current, short-circuit protected
*Power consumption and photometric output may vary slightly with various driver and CRI options.
When operating in EM mode, the fixture will deliver approximately 30% of the published full lumen output.

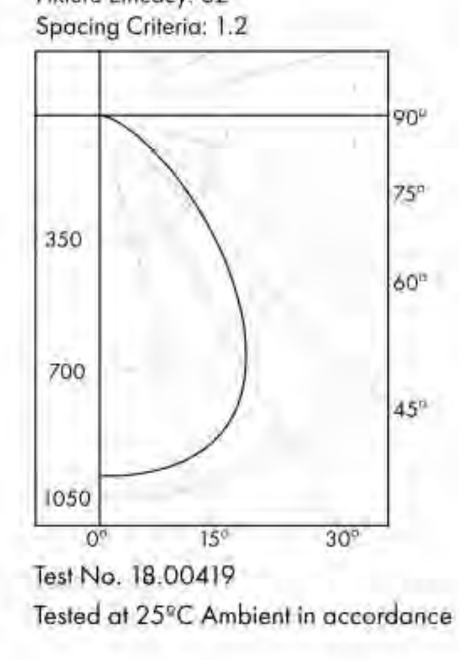
**Lumen Multiplier Table**
Photometrics published below are for the 3000K, 80 CRI. This table may be used to approximate the lumen values at different Kelvin temperatures and CRI.

| | |
|---|---|
| 4000 Kelvin | 1.07 |
| 3500 Kelvin | 1.00 |
| 3000 Kelvin | 1.00 |
| 2700 Kelvin | 0.95 |
| 80 CRI | 1.00 |
| 90 CRI | 0.91 |

## Delivered Lumens
The table below shows the delivered lumens for the various lumen outputs.

| Output | CRI | Lens | Delivered Lumens | Input Watts | Lumens Per Watt | Full Catalog String |
|---|---|---|---|---|---|---|
| 11L | 80 | DL | 1013 | 12.6 | 80 | LF6SL-6LFSL11L30K8DL |
| 11L | 80 | FLUDL | 985 | 12.6 | 78 | LF6SL-6LFSL11L30K8FLUDL |
| 15L | 80 | DL | 1360 | 16.0 | 85 | LF6SL-6LFSL15L30K8DL |
| 15L | 80 | FLUDL | 1322 | 16.0 | 83 | LF6SL-6LFSL15L30K8FLUDL |
| 20L | 80 | DL | 1806 | 22.1 | 82 | LF6SL-6LFSL20L30K8DL |
| 20L | 80 | FLUDL | 1756 | 22.1 | 79 | LF6SL-6LFSL20L30K8FLUDL |
| 11L | 90 | DL | 879 | 13.9 | 63 | LF6SL-6LFSL11L30K9DL |
| 15L | 90 | DL | 1319 | 19.1 | 69 | LF6SL-6LFSL15L30K9DL |
| 20L | 90 | DL | 1504 | 25.1 | 60 | LF6SL-6LFSL20L30K9DL |

**LF6SL-6LFSL20L30K8DL**
LED Light Engine: 3000K, 80 CRI
System Wattage: 22.1W
Fixture Delivered Lumens: 1806
Fixture Efficacy: 82
Spacing Criteria: 1.2




Test No. 18.00419
Tested at 25°C Ambient in accordance to IESNA LM-79-2008

**CANDELA DISTRIBUTION**

| DEG | CANDELA |
|---|---|
| 0 | 984 |
| 5 | 985 |
| 15 | 966 |
| 25 | 883 |
| 35 | 681 |
| 45 | 410 |
| 55 | 198 |
| 65 | 81 |
| 75 | 27 |
| 85 | 0 |
| 90 | 0 |

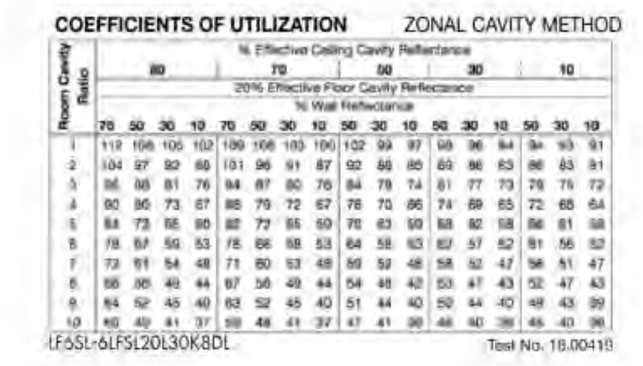
**ZONAL LUMEN SUMMARY**

| ZONE | LUMENS | %LUMINAIRE |
|---|---|---|
| 0-30 | 770 | 42.6 |
| 0-40 | 1192 | 66.0 |
| 0-60 | 1691 | 93.6 |
| 0-90 | 1806 | 100.0 |
| 90-180 | 0 | 0.0 |
| 0-180 | 1806 | 100.0 |

**LUMINANCE DATA IN CANDELA/SQ. METER**

| Angle in Vertical | Average |
|---|---|
| 45° | 34610 |
| 55° | 20605 |
| 65° | 11440 |
| 75° | 6227 |
| 85° | 0 |

**COEFFICIENTS OF UTILIZATION** ZONAL CAVITY METHOD



LF6SL-6LFSL20L30K8DL Test No. 18.00419

prescolite

Web: **www.prescolite.com** • Tech Support: **(888) 777-4832**
701 Millennium Boulevard • Greenville, SC 29607 U.S.A. • Phone (864) 678-1000
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HUBBELL Lighting

1 FIXTURE TYPE D1
NO SCALE

# DENALI SURFACE DOWNLIGHT LED (INTEGRAL)
IP66 RATED

DATE: PROJECT: TYPE: D2
CATALOG NUMBER LOGIC:



**Accommodates up to 2 lens/shielding media*
***120V only*

**CATALOG NUMBER LOGIC**
Example: SM - 24 - DE - LED - TR - x99 - SP - BLP - 12 - 11 - C - INC - 120

**MATERIAL**
Aluminum

**SERIES**
SM - Surface Downlight

**STEM LENGTH**
0"
3", 6", 12", 18", 24", 30", 36", 42", or 48" length

**FIXTURE**
DE - Denali Series

**SOURCE**
LED - Module with Cold Phosphor Technology

**HOUSING**
TR - Integral Driver

**LED TYPE**

| | |
|---|---|
| x98 - 13W/2700K/80CRI | x101 - 13W/2700K/90CRI |
| x99 - 13W/3000K/80CRI | x102 - 13W/3000K/90CRI |
| x103 - 13W/3500K/80CRI | x104 - 13W/3500K/90CRI |
| x100 - 13W/4000K/80CRI | x121 - 13W/4000K/90CRI |
| x122 - 21W/2700K/80CRI | x126 - 21W/2700K/90CRI |
| x123 - 21W/3000K/80CRI | x127 - 21W/3000k/90CRI |
| x124 - 21W/3500K/80CRI | x128 - 21W/3500K/90CRI |
| x125 - 21W/4000K/80CRI | x129 - 21W/4000K/90CRI |

**OPTICS**
SP - Spot (20°) FL - Flood (40°) WFL - Wide Flood (60°)

**FINISH (See page 2 for full-color swatches)**
Standard Finishes (BZP, BZW, BLP, BLW, WHP, WHW, SAP, VER)
Premium Finish (ABP, AMG, AQW, BCM, BGE, BPP, CAP, CMG, CRI, CRM, HUG, MDS, NBP, OCP, RMG, SDS, SMG, TXF, WCP, WIR)
Also available in RAL Finishes

**LENS TYPE***
9 - Clear (Standard)
10 - Spread 12 - Soft Focus 13 - Rectilinear

**SHIELDING***
11 - Honeycomb Baffle

**CAP STYLE**
C - Flush
D - 45° Less Weephole (Interior use only)
E - 90° Less Weephole (Interior use only)

**CONTROL**
ELV - Dimming Driver (For use with Electronic Low Voltage Dimmer)**
INC - Dimming Driver (For use with Incandescent Dimmer)**

**INPUT VOLTAGE**
120 - 120 VAC

TITLE 24, JA8 COMPLIANT

**B-K LIGHTING** | MADE IN THE USA | 559.438.5800 | INFO@BKLIGHTING.COM | BKLIGHTING.COM

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10/06/2021 SKU-1370
SUB-2824-00

2 FIXTURE TYPE D2
NO SCALE

**ESG** ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

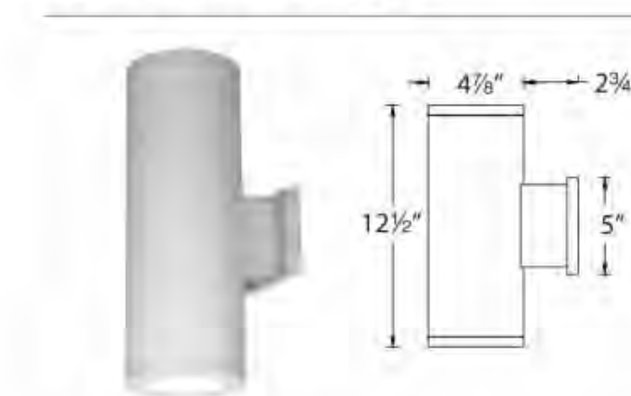
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota

Signature
Typed or Printed Name
License # Date

emanuelson-podas
consulting engineers
Emanuelson-Podas, Inc.
7705 Bush Lake Road
Edina, MN 55439
952.930.0050 | www.epinc.com

NOT FOR CONSTRUCTION

# TUBE ARCHITECTURAL DS-WD05
WAC LIGHTING
LED Wall Mounts




Fixture Type: W1
Catalog Number:
Project:
Location:

**PRODUCT DESCRIPTION**
The latest energy efficient LED technology in an appealing cylindrical profile delivers accent and wall wash lighting. Comes in various light distribution and beam angle options.

**FEATURES**
- High performance exterior rated LED wall mount light
- Fixture can install upside down to alter light distribution
- Solid aluminum construction
- 5 year warranty

**SPECIFICATIONS**
**Input:** Universal voltage 120V - 277VAC, 50/60Hz
**Dimming:** Electronic low voltage (ELV) : 100% - 5%; 0-10V: 100% - 1%
**Light Source:** High output 3 Step Mac Adam Ellipse COB; Rated life of 60,000 hours at L70
**Finish:** Electrostatically powder coated, white, black, bronze and
**Standards:** graphite IP65 rated, ETL & cETL wet location listed; Title 24 JA8-2016 Compliant
**Operating Temp:** -13°F to 122°F (-25°C to 50°C)

**ORDERING NUMBER**

| Diameter | Watt | Beam | Beam Angle | Color | Temp | CRI | Reference Output[1] Lumen | CBCP | Efficacy (lm/w) | Light Distribution | Finish |
|---|---|---|---|---|---|---|---|---|---|---|---|
| DS-WD05 5" | 25W x2 | S Straight up and down | 16° | 927S | 2700K | 90 | 1825 x 2 | 10050 x 2 | 73 x 2 | | BK Black |
| | | | | 27S | 2700K | 85 | 2190 x 2 | 12057 x 2 | 88 x 2 | | WT White |
| | | | | 930S | 3000K | 90 | 1895 x 2 | 10427 x 2 | 76 x 2 | | BZ Bronze |
| | | | | 30S | 3000K | 85 | 2300 x 2 | 12644 x 2 | 92 x 2 | | GH Graphite |
| | | | | 35S | 3500K | 85 | 2350 x 2 | 12937 x 2 | 94 x 2 | | |
| | | | | 40S | 4000K | 85 | 2375 x 2 | 13062 x 2 | 95 x 2 | | |
| | | N Straight up and down | 25° | 927S | 2700K | 90 | 1810 x 2 | 5280 x 2 | 72 x 2 | | |
| | | | | 27S | 2700K | 85 | 2170 x 2 | 6335 x 2 | 87 x 2 | | |
| | | | | 930S | 3000K | 90 | 1880 x 2 | 5478 x 2 | 75 x 2 | | |
| | | | | 30S | 3000K | 85 | 2275 x 2 | 6643 x 2 | 91 x 2 | | |
| | | | | 35S | 3500K | 85 | 2330 x 2 | 6797 x 2 | 93 x 2 | | |
| | | | | 40S | 4000K | 85 | 2350 x 2 | 6863 x 2 | 94 x 2 | | |
| | | F Straight up and down | 33° | 927S | 2700K | 90 | 1900 x 2 | 4515 x 2 | 76 x 2 | | |
| | | | | 27S | 2700K | 85 | 2280 x 2 | 5417 x 2 | 91 x 2 | | |
| | | | | 930S | 3000K | 90 | 1970 x 2 | 4685 x 2 | 79 x 2 | | |
| | | | | 30S | 3000K | 85 | 2390 x 2 | 5681 x 2 | 96 x 2 | | |
| | | | | 35S | 3500K | 85 | 2445 x 2 | 5812 x 2 | 98 x 2 | | |
| | | | | 40S | 4000K | 85 | 2470 x 2 | 5870 x 2 | 99 x 2 | | |
| DS-WD0534 5" | 17W x2 | F Away from the wall | N/A | 927A | 2700K | 90 | 2000 x 2 | N/A | 80 x 2 | | |
| | | | | 27A | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | 930A | 3000K | 90 | 2075 x 2 | | 83 x 2 | | |
| | | | | 30A | 3000K | 85 | 2520 x 2 | | 101 x 2 | | |
| | | | | 35A | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | 40A | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |
| | | F Towards the wall | N/A | 927B | 2700K | 90 | 2000 x 2 | N/A | 80 x 2 | | |
| | | | | 27B | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | 930B | 3000K | 90 | 2075 x 2 | | 83 x 2 | | |
| | | | | 30B | 3000K | 85 | 2520 x 2 | | 101 x 2 | | |
| | | | | 35B | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | 40B | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |
| | | F One side each | N/A | 927C | 2700K | 90 | 2000 x 2 | N/A | 80 x 2 | One side away from wall, one side towards the wall | |
| | | | | 27C | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | 930C | 3000K | 90 | 2075 x 2 | | 83 x 2 | | |
| | | | | 30C | 3000K | 85 | 2520 x 2 | | 101 x 2 | | |
| | | | | 35C | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | 40C | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |

**DS-WD05-________-____** Example: **DS-WD05-F930A-WT** [1]Reference output shows 25W output. Multiply by 0.7 to determine output for 17W combinations.

**waclighting.com**
Phone (800) 526.2588
Fax (800) 526.2585

**Headquarters/Eastern Distribution Center**
44 Harbor Park Drive
Port Washington, NY 11050

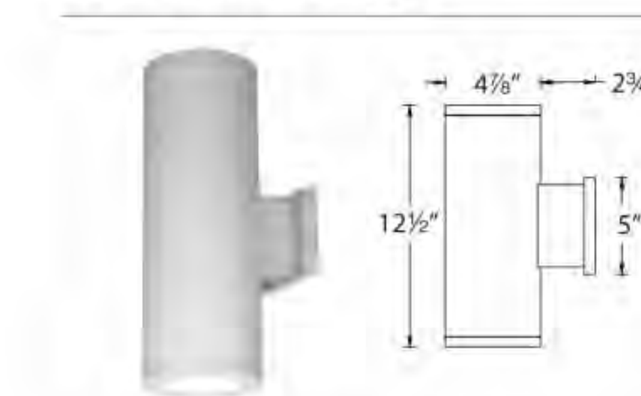
**Central Distribution Center**
1600 Distribution Ct
Lithia Springs, GA 30122

**Western Distribution Center**
1750 Archibald Avenue
Ontario, CA 91760

*WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. SEPT 2019*

3 FIXTURE TYPE W1
NO SCALE

# TUBE ARCHITECTURAL DS-WD05
WAC LIGHTING
LED Wall Mounts




Fixture Type: W2
Catalog Number:
Project:
Location:

**PRODUCT DESCRIPTION**
The latest energy efficient LED technology in an appealing cylindrical profile delivers accent and wall wash lighting. Comes in various light distribution and beam angle options.

**FEATURES**
- High performance exterior rated LED wall mount light
- Fixture can install upside down to alter light distribution
- Solid aluminum construction
- 5 year warranty

**SPECIFICATIONS**
**Input:** Universal voltage 120V - 277VAC, 50/60Hz
**Dimming:** Electronic low voltage (ELV) : 100% - 5%; 0-10V: 100% - 1%
**Light Source:** High output 3 Step Mac Adam Ellipse COB; Rated life of 60,000 hours at L70
**Finish:** Electrostatically powder coated, white, black, bronze and
**Standards:** graphite IP65 rated, ETL & cETL wet location listed; Title 24 JA8-2016 Compliant
**Operating Temp:** -13°F to 122°F (-25°C to 50°C)

**ORDERING NUMBER**
(Ordering table identical to Fixture Type W1 above, with 930B selected.)

**DS-WD05-________-____** Example: **DS-WD05-F930A-WT** [1]Reference output shows 25W output. Multiply by 0.7 to determine output for 17W combinations.

**waclighting.com** Phone (800) 526.2588 Fax (800) 526.2585
**Headquarters/Eastern Distribution Center** 44 Harbor Park Drive Port Washington, NY 11050
**Central Distribution Center** 1600 Distribution Ct Lithia Springs, GA 30122
**Western Distribution Center** 1750 Archibald Avenue Ontario, CA 91760

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4 FIXTURE TYPE W2
NO SCALE

LUA Submittal
02/18/2022

ORIGINAL ISSUE:
02/18/22

REVISIONS:

| No. | Description | Date |
|---|---|---|

4452.0002
PROJECT NUMBER

MBS — DRAWN BY
JJA — CHECKED BY

KEY PLAN

Blake Station Site B

ELECTRICAL SITE
PHOTOMETRIC DETAILS

**E0.3P**

# Styk Exterior Wall - Bracket

SEW12145 2 in

SPI LIGHTING
PROJECT DETAILS

JOB NAME:
TYPE: W3
NOTES:

## DESCRIPTION

Styk was built to provide the most lumens with the smallest luminaire package, while optimizing life. Not limited to decorative lighting, effective functional lighting is provided through the optimal light control in this minimal package. It's three optical offerings enable tremendous flexibility including wall washing, wall grazing, and asymmetric lighting solutions. It is excellent at lighting signs and facades. The family features wall, ceiling, and pendant models in a variety of stylish, clean mounting options. Available in 1' to 8' lengths, Styk can be mounted individually or configured in runs.



designed for LED | WET | EMR

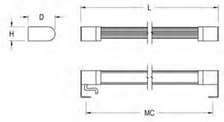
FEATURES & BENEFITS

- A forward throw optic, for even wall wash illumination, is standard
- Symmetrical optic options are available for more volumetric illumination
- Lamp body can be rotated up to 330° and locks into position for precise fixture alignment
- Up to 1,450 lumens per foot delivered (with Forward Throw distribution)
- Anodized finish provides durable corrosion protection
- All visible fasteners are flush mounted, providing a clean design
- Handcrafted in USA

SPECIFICATIONS

- **LIGHT SOURCE:** IP66 white LED light engine
- **CRI:** 80+ (contact factory for 90+)
- **LUMEN MAINTENANCE:** L70 = >50,000 Hrs.
- **EFFICACY:** 102 lm/W delivered (with Forward Throw distribution)
- **CCT**: 3000K, 3500K, or 4000K
- **VOLTAGE:** 120-277V standard
- **DRIVER:** Includes remote damp listed Class 2 power supply and wet location enclosure. 36" lead length standard; black power cord standard unless otherwise specified. Continuous runs are supplied with one power supply per fixture. Max distance to the driver (including OAP) is: #18 AWG = 50', #16 AWG = 75', #14 AWG = 100'. For extended distances, contact factory.
- **DIMMING:** 0-10V controls standard to 1%
- **EMERGENCY:** Emergency battery remote optional
- **INTEGRATED SURGE PROTECTION:** LED components are protected against minor surge events
- **CONSTRUCTION:** Extruded aluminum construction provides durable protection for internal components and is recyclable
- **FINISH:** Housing available in anodized finishes only. End caps and mounting components painted to match.
- **MODIFICATIONS:** Consult factory for all modification requests, including RGB and static LED colors
- **APPROVALS:** ETL listed to UL standards (US and Canada) for use in wet locations

## DIMENSIONS




| | L | H | D | MC |
|---|---|---|---|---|
| 1FT | 16.4 in<br>41.7 cm | 1.6 in<br>4.1 cm | 3 in<br>7.6 cm | 15.2 in<br>38.6 cm |
| Mounting Weight: Approximate: 5 lb (3 kg) | | | | |
| 2FT | 26.2 in<br>73.6 cm | 1.6 in<br>4.1 cm | 3 in<br>7.6 cm | 26.9 in<br>68.3 cm |
| Mounting Weight: Approximate: 5 lb (3 kg) | | | | |
| 3FT | 39.9 in<br>101.3 cm | 1.6 in<br>4.1 cm | 3 in<br>7.6 cm | 38.7 in<br>98.3 cm |
| Mounting Weight: Approximate: 5 lb (3 kg) | | | | |
| 4FT | 51.4 in<br>130.6 cm | 1.6 in<br>4.1 cm | 3 in<br>7.6 cm | 50.2 in<br>127.5 cm |
| Mounting Weight: Approximate: 5 lb (3 kg) | | | | |
| 5FT | 63.4 in<br>161 cm | 1.6 in<br>4.1 cm | 3 in<br>7.6 cm | 62.2 in<br>158 cm |
| Mounting Weight: Approximate: 10 lb (5 kg) | | | | |
| 6FT | 77.2 in<br>196.1 cm | 1.6 in<br>4.1 cm | 3 in<br>7.6 cm | 75.9 in<br>192.8 cm |
| Mounting Weight: Approximate: 10 lb (5 kg) | | | | |
| 8FT | 101.2 in<br>257 cm | 1.6 in<br>4.1 cm | 3 in<br>7.6 cm | 99.9 in<br>253.7 cm |
| Mounting Weight: Approximate: 10 lb (5 kg) | | | | |

## CONFIGURATOR

To configure your spec sheet online, go to www.spilighting.com/SEW12145. Not all options are available in all configurations; consult factory for details.

**Required Field ***

| Catalog | Light Source* | Primary Finish* | Voltage* | Lamp Options* | Mounting* | Linear Run | Emergency | Optical Distribution* | Options |
|---|---|---|---|---|---|---|---|---|---|
| SEW12145 | | | | | | | | | |
| | A | B | C | D | E | F | G | H | |

## A - LIGHT SOURCE *

To ensure color consistency, SPI uses precise bin selection and strict quality processes to maintain a 3-step (MacAdam) SDCM on all white LED lampings. Published LED luminaire wattages are calculated using a typical power supply efficiency of 88%; exact wattages may vary based on application. Alternative wattages available upon request. Delivered lumens shown below are for Forward Throw distribution.

1 FOOT NOMINAL FIXTURE
- ☐ **1FT-L4W** | White 4W LED Light Engine | Delivered Lumens: 407
- ☐ **1FT-L7W** | White 7W LED Light Engine | Delivered Lumens: 712
- ☐ **1FT-L14W** | White 14W LED Light Engine | Delivered Lumens: 1,424

2 FOOT NOMINAL FIXTURE
- ☐ **2FT-L8W** | White 8W LED Light Engine | Delivered Lumens: 814
- ☐ **2FT-L14W** | White 14W LED Light Engine | Delivered Lumens: 1,424
- ☐ **2FT-L28W** | White 28W LED Light Engine | Delivered Lumens: 2,848

3 FOOT NOMINAL FIXTURE
- ☐ **3FT-L12W** | White 12W LED Light Engine | Delivered Lumens: 1,220
- ☐ **3FT-L21W** | White 21W LED Light Engine | Delivered Lumens: 2,136
- ☐ **3FT-L42W** | White 42W LED Light Engine | Delivered Lumens: 4,271

4 FOOT NOMINAL FIXTURE
- ☐ **4FT-L16W** | White 16W LED Light Engine | Delivered Lumens: 1,627
- ☐ **4FT-L28W** | White 28W LED Light Engine | Delivered Lumens: 2,848
- ☐ **4FT-L56W** | White 56W LED Light Engine | Delivered Lumens: 5,695

5 FOOT NOMINAL FIXTURE
- ☐ **5FT-L20W** | White 20W LED Light Engine | Delivered Lumens: 2,034
- ☐ **5FT-L35W** | White 35W LED Light Engine | Delivered Lumens: 3,560
- ☐ **5FT-L71W** | White 71W LED Light Engine | Delivered Lumens: 7,221

6 FOOT NOMINAL FIXTURE
- ☐ **6FT-L24W** | White 24W LED Light Engine | Delivered Lumens: 2,441
- ☐ **6FT-L42W** | White 42W LED Light Engine | Delivered Lumens: 4,271
- ☐ **6FT-L85W** | White 85W LED Light Engine | Delivered Lumens: 8,645

8 FOOT NOMINAL FIXTURE
- ☐ **8FT-L32W** | White 32W LED Light Engine | Delivered Lumens: 3,254
- ☐ **8FT-L56W** | White 56W LED Light Engine | Delivered Lumens: 5,695
- ☐ **8FT-L113W** | White 113W LED Light Engine | Delivered Lumens: 11,492

See last page for finish options



1 FIXTURE TYPE W3
NO SCALE

# TUBE ARCHITECTURAL DS-WD05

LED Wall Mounts

WAC LIGHTING




W4 FIXTURE SHALL HAVE DS-WD05 HOUSING BUT ONLY DOWNLIGHT LED MODULE.

Fixture Type: W4
Catalog Number:
Project:
Location:

**PRODUCT DESCRIPTION**

The latest energy efficient LED technology in an appealing cylindrical profile delivers accent and wall wash lighting. Comes in various light distribution and beam angle options.

**FEATURES**
- High performance exterior rated LED wall mount light
- Fixture can install upside down to alter light distribution
- Solid aluminum construction
- *5 year* warranty

**SPECIFICATIONS**

**Input:** Universal voltage 120V - 277VAC, 50/60Hz
**Dimming:** Electronic low voltage (ELV) : 100% - 5%; 0-10V: 100% - 1%
**Light Source:** High output 3 Step Mac Adam Ellipse COB; Rated life of 60,000 hours at L70
**Finish:** Electrostatically powder coated, white, black, bronze and graphite IP65 rated, ETL & cETL wet location listed
**Standards:** Title 24 JA8-2016 Compliant
**Operating Temp:** -13°F to 122°F (-25°C to 50°C)

**ORDERING NUMBER**

| Diameter | Watt | Beam | Beam Angle | Color | Temp | CRI | Reference Output [1] Lumen | CBCP | Efficacy (lm/w) | Light Distribution | Finish |
|---|---|---|---|---|---|---|---|---|---|---|---|
| DS-WD05 | 5" | S<br>*Straight up and down* | 16° | **927S** | 2700K | 90 | 1825 x 2 | 10550 x 2 | 73 x 2 | | BK *Black* |
| | 25W x2 | | | **27S** | 2700K | 85 | 2190 x 2 | 12057 x 2 | 88 x 2 | | WT *White* |
| | | | | **930S** | 3000K | 90 | 1895 x 2 | 10427 x 2 | 76 x 2 | | BZ *Bronze* |
| | | | | **30S** | 3000K | 85 | 2300 x 2 | 12644 x 2 | 92 x 2 | | GH *Graphite* |
| | | | | **35S** | 3500K | 85 | 2350 x 2 | 12937 x 2 | 94 x 2 | | |
| | | | | **40S** | 4000K | 85 | 2375 x 2 | 13062 x 2 | 95 x 2 | | |
| | | N<br>*Straight up and down* | 25° | **927S** | 2700K | 90 | 1610 x 2 | 5280 x 2 | 72 x 2 | | |
| | | | | **27S** | 2700K | 85 | 2170 x 2 | 6335 x 2 | 87 x 2 | | |
| | | | | **930S** | 3000K | 90 | 1883 x 2 | 5478 x 2 | 75 x 2 | | |
| | | | | **30S** | 3000K | 85 | 2275 x 2 | 6643 x 2 | 91 x 2 | | |
| | | | | **35S** | 3500K | 85 | 2330 x 2 | 6797 x 2 | 93 x 2 | | |
| | | | | **40S** | 4000K | 85 | 2350 x 2 | 6863 x 2 | 94 x 2 | | |
| | | F<br>*Straight up and down* | 33° | **927S** | 2700K | 90 | 1900 x 2 | 4515 x 2 | 76 x 2 | | |
| | | | | **27S** | 2700K | 85 | 2280 x 2 | 5417 x 2 | 91 x 2 | | |
| | | | | **930S** | 3000K | 90 | 1970 x 2 | 4685 x 2 | 79 x 2 | | |
| | | | | **30S** | 3000K | 85 | 2390 x 2 | 5681 x 2 | 96 x 2 | | |
| | | | | **35S** | 3500K | 85 | 2445 x 2 | 5812 x 2 | 98 x 2 | | |
| | | | | **40S** | 4000K | 85 | 2470 x 2 | 5870 x 2 | 99 x 2 | | |
| DS-WD0534 | 3" | F<br>*Away from the wall* | N/A | **927A** | 2700K | 90 | 2000 x 2 | | 80 x 2 | | |
| | 17W x2 | | | **27A** | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | **930A** | 3000K | 90 | 2075 x 2 | N/A | 83 x 2 | | |
| | | | | **30A** | 3000K | 85 | 2125 x 2 | | 101 x 2 | | |
| | | | | **35A** | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | **40A** | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |
| | | F<br>*Towards the wall* | N/A | **927B** | 2700K | 90 | 2000 x 2 | | 80 x 2 | | |
| | | | | **27B** | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | **930B** | 3000K | 90 | 2075 x 2 | N/A | 83 x 2 | | |
| | | | | **30B** | 3000K | 85 | 2125 x 2 | | 101 x 2 | | |
| | | | | **35B** | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | **40B** | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |
| | | F<br>*One side each* | N/A | **927C** | 2700K | 90 | 2000 x 2 | | 80 x 2 | *One side away from wall, one side towards the wall* | |
| | | | | **27C** | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | **930C** | 3000K | 90 | 2075 x 2 | N/A | 83 x 2 | | |
| | | | | **30C** | 3000K | 85 | 2520 x 2 | | 101 x 2 | | |
| | | | | **35C** | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | **40C** | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |

**DS-WD05-_____-_____** Example: **DS-WD05-F930A-WT**

[1] Reference output shows 25W output. Multiply by 0.7 to determine output for 17W combinations.

**waclighting.com**
Phone (800) 526.2588
Fax (800) 526.2585

**Headquarters/Eastern Distribution Center**
44 Harbor Park Drive
Port Washington, NY 11050

**Central Distribution Center**
1600 Distribution Ct
Lithia Springs, GA 30122

**Western Distribution Center**
1750 Archibald Avenue
Ontario, CA 91760

*WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. SEPT 2019*

2 FIXTURE TYPE W4
NO SCALE

# TUBE ARCHITECTURAL DS-WD05

LED Wall Mounts

WAC LIGHTING




W5 FIXTURE SHALL HAVE DS-WD05 HOUSING BUT ONLY DOWNLIGHT LED MODULE.

Fixture Type: W5
Catalog Number:
Project:
Location:

**PRODUCT DESCRIPTION**

The latest energy efficient LED technology in an appealing cylindrical profile delivers accent and wall wash lighting. Comes in various light distribution and beam angle options.

**FEATURES**
- High performance exterior rated LED wall mount light
- Fixture can install upside down to alter light distribution
- Solid aluminum construction
- *5 year* warranty

**SPECIFICATIONS**

**Input:** Universal voltage 120V - 277VAC, 50/60Hz
**Dimming:** Electronic low voltage (ELV) : 100% - 5%; 0-10V: 100% - 1%
**Light Source:** High output 3 Step Mac Adam Ellipse COB; Rated life of 60,000 hours at L70
**Finish:** Electrostatically powder coated, white, black, bronze and graphite IP65 rated, ETL & cETL wet location listed
**Standards:** Title 24 JA8-2016 Compliant
**Operating Temp:** -13°F to 122°F (-25°C to 50°C)

**ORDERING NUMBER**

| Diameter | Watt | Beam | Beam Angle | Color | Temp | CRI | Reference Output [1] Lumen | CBCP | Efficacy (lm/w) | Light Distribution | Finish |
|---|---|---|---|---|---|---|---|---|---|---|---|
| DS-WD05 | 5" | S<br>*Straight up and down* | 16° | **927S** | 2700K | 90 | 1825 x 2 | 10550 x 2 | 73 x 2 | | BK *Black* |
| | 25W x2 | | | **27S** | 2700K | 85 | 2190 x 2 | 12057 x 2 | 88 x 2 | | WT *White* |
| | | | | **930S** | 3000K | 90 | 1895 x 2 | 10427 x 2 | 76 x 2 | | BZ *Bronze* |
| | | | | **30S** | 3000K | 85 | 2300 x 2 | 12644 x 2 | 92 x 2 | | GH *Graphite* |
| | | | | **35S** | 3500K | 85 | 2350 x 2 | 12937 x 2 | 94 x 2 | | |
| | | | | **40S** | 4000K | 85 | 2375 x 2 | 13062 x 2 | 95 x 2 | | |
| | | N<br>*Straight up and down* | 25° | **927S** | 2700K | 90 | 1610 x 2 | 5280 x 2 | 72 x 2 | | |
| | | | | **27S** | 2700K | 85 | 2170 x 2 | 6335 x 2 | 87 x 2 | | |
| | | | | **930S** | 3000K | 90 | 1883 x 2 | 5478 x 2 | 75 x 2 | | |
| | | | | **30S** | 3000K | 85 | 2275 x 2 | 6643 x 2 | 91 x 2 | | |
| | | | | **35S** | 3500K | 85 | 2330 x 2 | 6797 x 2 | 93 x 2 | | |
| | | | | **40S** | 4000K | 85 | 2350 x 2 | 6863 x 2 | 94 x 2 | | |
| | | F<br>*Straight up and down* | 33° | **927S** | 2700K | 90 | 1900 x 2 | 4515 x 2 | 76 x 2 | | |
| | | | | **27S** | 2700K | 85 | 2280 x 2 | 5417 x 2 | 91 x 2 | | |
| | | | | **930S** | 3000K | 90 | 1970 x 2 | 4685 x 2 | 79 x 2 | | |
| | | | | **30S** | 3000K | 85 | 2390 x 2 | 5681 x 2 | 96 x 2 | | |
| | | | | **35S** | 3500K | 85 | 2445 x 2 | 5812 x 2 | 98 x 2 | | |
| | | | | **40S** | 4000K | 85 | 2470 x 2 | 5870 x 2 | 99 x 2 | | |
| DS-WD0534 | 3" | F<br>*Away from the wall* | N/A | **927A** | 2700K | 90 | 2000 x 2 | | 80 x 2 | | |
| | 17W x2 | | | **27A** | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | **930A** | 3000K | 90 | 2075 x 2 | N/A | 83 x 2 | | |
| | | | | **30A** | 3000K | 85 | 2125 x 2 | | 101 x 2 | | |
| | | | | **35A** | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | **40A** | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |
| | | F<br>*Towards the wall* | N/A | **927B** | 2700K | 90 | 2000 x 2 | | 80 x 2 | | |
| | | | | **27B** | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | **930B** | 3000K | 90 | 2075 x 2 | N/A | 83 x 2 | | |
| | | | | **30B** | 3000K | 85 | 2125 x 2 | | 101 x 2 | | |
| | | | | **35B** | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | **40B** | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |
| | | F<br>*One side each* | N/A | **927C** | 2700K | 90 | 2000 x 2 | | 80 x 2 | *One side away from wall, one side towards the wall* | |
| | | | | **27C** | 2700K | 85 | 2400 x 2 | | 96 x 2 | | |
| | | | | **930C** | 3000K | 90 | 2075 x 2 | N/A | 83 x 2 | | |
| | | | | **30C** | 3000K | 85 | 2520 x 2 | | 101 x 2 | | |
| | | | | **35C** | 3500K | 85 | 2575 x 2 | | 103 x 2 | | |
| | | | | **40C** | 4000K | 85 | 2600 x 2 | | 104 x 2 | | |

**DS-WD05-_____-_____** Example: **DS-WD05-F930A-WT**

[1] Reference output shows 25W output. Multiply by 0.7 to determine output for 17W combinations.

**waclighting.com**
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Ontario, CA 91760

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3 FIXTURE TYPE W5
NO SCALE

Blake Station Site B
Hopkins, MN

esg ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

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

Signature

Typed or Printed Name

License # Date

emanuelson-podas
consulting engineers
Emanuelson-Podas, Inc.
7705 Bush Lake Road
Edina, MN 55439
952.930.0050 | www.epinc.com

NOT FOR CONSTRUCTION

LUA Submittal
02/18/2022

ORIGINAL ISSUE:
02/18/22

REVISIONS:
No. Description Date

4452.0002
PROJECT NUMBER

MBS DRAWN BY | JJA CHECKED BY

KEY PLAN

Blake Station Site B

ELECTRICAL SITE PHOTOMETRIC DETAILS

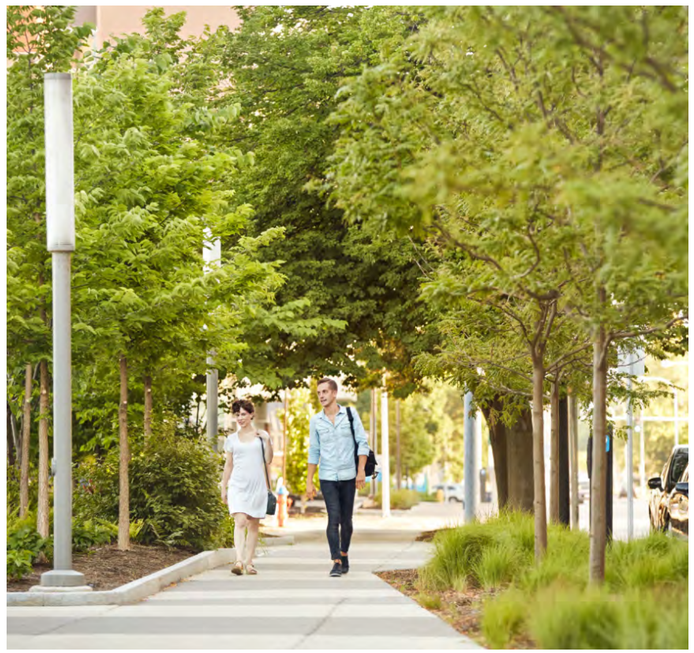
**E0.4P**

# SUSTAINABLE DESIGN — SITE AND LANDSCAPE DESIGN

- **Transit-oriented development** location adjacent to LRT station. Light rail/bus pass discount program offered to encourage use of mass transit.
- **Native and adaptive plant species** selected for their ability to provide enhanced streetscapes, additional habitat and stormwater management strategies
- **Removal of more than 45,890 sq ft of existing surface parking areas** and replaced with new buildings and **38,352 sq ft area of landscape area** consisting of native and adaptive tree and plant species
- **Smart irrigation systems** (rain/soil moistures, drip irrigation, highly efficient controllers/sprayheads)
- Connecting to existing **bike trails** and providing internal bike storage rooms
- Advocate for **mirco-mobility**: shared bike or scooter parking stations including maps of local trails
- **Porous pavement** integrated into streetscape improvements
- On-site **community gardens** available for resident use









# SUSTAINABLE DESIGN — STORM WATER MANAGEMENT

- **Dramatic improvements over current site conditions** - currently 100% impervious surfaces that sheet drain to streets untreated; future pervious area equal to 12% of the total site area (38,352 sq ft)
- Future water **run-off collected** in catch basins
- **Sub-surface system** in StormTech isolator rows
- **Treat 2" of run-off** from the site's impervious surfaces via a treatment train of above-ground features, pipe storage system, and JellyFish type treatment structure.
- Storage capacity designed to **hold back storm events** and discharge run-off at rates that are below those of the existing conditions








## ENERGY EFFICIENCY & SAVINGS

- **High R-Value** building envelope — roof & walls
- High **solar reflectance index** (SRI) for the roof
- Low-E insulated **glazing**
- **Tightly sealed building envelope** to reduce leakage and inefficiencies
- **High-Efficiency** HVAC system with individual controls for residents
- Project is enrolled in the **Xcel Energy Design Assistnace (EDA)** program to evaluate and select efficient mechanical systems and optimize the building enclosure
- **Water Sense** plumbing fixtures and **Energy Star** rated appliances
- **Induction cooktops** for 20% of units
- LED fixtures with **occupancy sensors**
- Programmable or SMART **thermostats**
- **Electrical vehicle** charging stations (20 in Building B)
- Building structure and electrical system are designed to be **Solar-Ready** for future photovoltaic panels






energy
ENERGY STAR



## HEALTH & WELLNESS

- Designed to encourage **physical activity** - primary and secondary pedestrian-oriented entrance, each with a convenient stairwell to encourage physical activity; bike racks and storage available with site improvements that include trail along Excelsior Blvd
- **Clean air** with at least MERV 8 air filters. Apartments will be supplied with outside air from individual packaged heatingcooling units dedicated to each space.
- Access to **daylight** in units and amenity spaces - Vertically oriented windows allow daylight to reach deep into dwellings and common areas
- **Low VOC** materials and paints
- Convenient common area **hand sanitizers and hand washing** locations
- **Green janitorial practices** - partnering with companies that share green janitorial initiatives
- **Operable windows and balcony doors** ensure access to natural ventilation and connection to the outdoors
- **Ceiling Fans** in bedrooms = reduced cooling needs
- Fitness centers designed with **state-of-the-art equipment** and input from internal health & wellness director









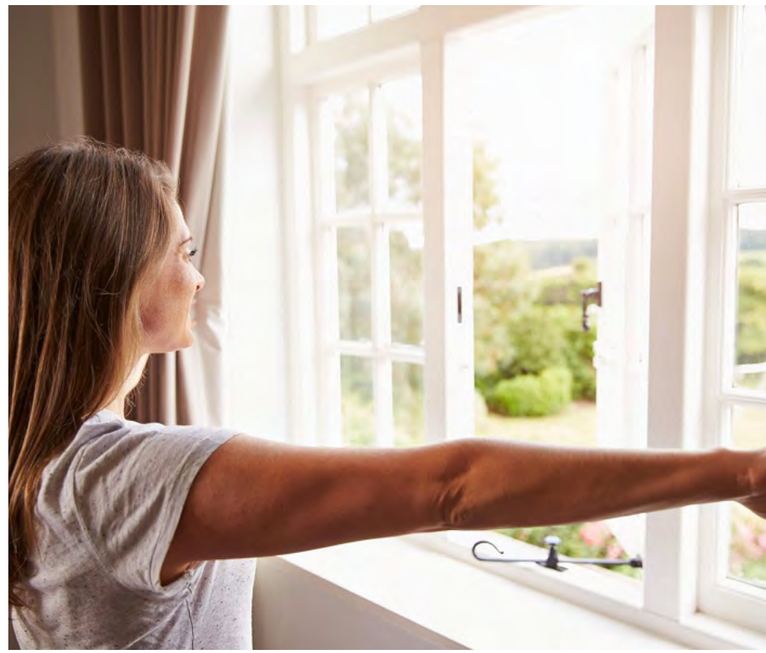
## EFFICIENT MANAGEMENT PRACTICES

- **Recycling collection at each trash shoot** and separate bins within amenity spaces, making recycling more convenient and including clear instructions for recycling materials
- Looking to partner with **givebackbox.com** onsite
- **Composting bins** provided for resident use
- **Reusable water bottles** provided at move-in and refill stations throughout the property
- **Virtual flipbook** vs. paper brochures for leasing to reduce paper waste
- **Smart keyless entry** (eliminates the need for replacement keys/fobs)
- Rent payments encouraged to be electronic by implementing a check processing fee
- **Healthy building design practices** and investigate Healthy Building certification









# CITY OF HOPKINS
**Hennepin County, Minnesota**

**RESOLUTION 2022-031**

**A RESOLUTION APPROVING THE SITE PLAN FOR BLAKE ROAD STATION SITE B (PID 19-117-21-42-0046), SUBJECT TO CONDITIONS**

**WHEREAS**, the applicant, Bryan Farquhar of TF Hopkins, LLC (Trilogy Real Estate Group), initiated a site plan review application for Blake Road Station PUD Site B; and

**WHEREAS,** the subject property is legally described as Lot 3, Hopkins Commerce Addition with PID 19-117-21-42-0046; and

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

1. That the above stated application was initiated by the applicant on February 18, 2022; 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 March 22, 2022: 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 March 22, 2022 meeting and recommended approval by the City Council, subject to conditions; and

5. That the Hopkins City Council reviewed this application during their April 5, 2022 meeting and agreed with the findings of the Planning & Zoning Commission.

**WHEREAS**, staff recommended approval of the above stated application based on the findings outlined in the staff report dated April 5, 2022.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves the site plan application for Blake Road Station Site B (PID 19-117-21-42-0046), subject to the conditions listed below.

1. Execution of an amendment to the Blake Road Station Planned Unit Development (PUD) Agreement in a form acceptable to the City Attorney.
2. Conformance with all applicable standards of the Mixed Use District and terms of the Blake Road Station Planned Unit Development (PUD) Agreement.
3. The applicant shall allow up to 8 of the stalls reserved for residential use to be available to employees working in the commercial space to meet the 1 stall per 200 square feet parking standard.
4. Plan revisions to the proposed residential bicycle parking to show at least 138 long-term bicycle parking stalls within the building and at least 13 short-term stalls outside the building. Any bicycle parking located within the public right-of-way must be approved by the City and or Hennepin County.

5. Plan revisions to the proposed commercial bicycle parking to provide at least 5 long-term commercial bicycle parking stalls inside the building in close proximity to the commercial spaces. The balance of the 15 commercial bicycle parking stalls may be located outside the building close to the entrances to the commercial space. Any bicycle parking located within the public right-of-way must be approved by the City and or Hennepin County.
6. Provision of a detailed pedestrian and streetscape plan demonstrating consistency with those features used on Site A prior to issuance of a building permit.
7. The applicant shall increase this escrow required under the PUD agreement to cover 125% of the landscape/streetscape improvement for Site B. The City shall hold this security until all landscape/streetscape improvements have been installed and all plantings have survived at least one growing season.
8. The applicant plans to store trash containers within the underground parking garage. The applicant shall designate a specific location within the Level 1 parking garage and an on-site location for trash pickup. Trash pick-up shall not occur within the public right-of-way or any street surface.
9. The applicant shall demonstrate all equipment will be screened in conformance with all zoning requirements.
10. Conformance with all requirements of Hennepin County and the Metropolitan Council.
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.
15. The applicant has indicated their intent to subdivide the properties as part of the future development of Sites C. The applicant has requested and the City has agreed to lock in the 2021 park dedication fees ($3,000/unit and 5% of the fair market value of the commercial land as estimated by the county assessor) and apply them to the development on all 3 sites as part of any future subdivision of any of the 3 parcels.

Adopted by the City Council of the City of Hopkins this 5th day of April, 2022.

By: _____
Patrick Hanlon, Mayor

ATTEST:

_____
Amy Domeier, City Clerk

April 5, 2022 Council Report 2022-033

**AGREEMENT TO ENTER INTO A MICROMOBILITY SHARING SERVICES WITH BIRD RIDES, INC**

**Proposed Action.**

Staff recommends that the Council approve the following motion: Motion to Enter into a Micromobility Sharing Services License Agreement with Bird Rides, Inc for the 2022 Season.

**Overview**:
At the January 31, 2022, City Council meeting, the Council amended the City Code to allow for the micromobility sharing operations such as bicycles, electric-assisted bicycles, and electric scooters. Following this code amendment, the City released an RFP for a pilot program for scooter and bicycle sharing which would run for one (1) season, April through November. At the end of the season, the City may determine if the program was successful and if the contract should be extended. If the City does not deem the program successful or did not find the relationship with the vendor to be satisfactory, the program could either be ended or another RFP could be issued in 2023. At any time during the contract with the selected vendor, the City may choose to end the program for any reason.

The City received two responses to the RFP, and following a review by Staff from Public Works, Planning, and Administration, Bird Rides, Inc, was selected as a consultant for the 2022 season. The decision was made based on the depth of experience Bird has in providing scooter sharing operations, and the likelihood that they will be in adjacent cities (Saint Louis Park, Golden Valley, Minneapolis) in the 2022 season.

Staff has worked with Bird to begin establishing the program for the season, and Bird has agreed to the following provisions:

- The payment of a $500 license fee, and flat fee of $5,625 to deploy 75 scooters for the 2022 season. The number of scooters may be increased pending City staff approval at no additional cost to Bird. This was proposed as an alternative to Bird's proposal of a $0.10 fee to be paid per trip.
- Any scooter left improperly, damaged, or otherwise inoperable must be removed within 24 hours of receiving notice by the City. If not removed, the vehicle will be impounded by public works for a fee of $10 and a storage fee of $5 for each day it is stored at public work.
- Scooters may not be parked on Mainstreet, except for at Clocktower Plaza, to avoid for the parking of scooter directly in front of Mainstreet businesses.
- A 'slow zone' will be established along Mainstreet, which will automatically slow scooters to 10 MPH.

*(Continued, next page)*

**Supporting Information:**

- Proposal from Bird for Micromobility Sharing Services
- Micromobility Sharing Services License Agreement

_____

PeggySue Imihy Bean, AICP
Management Analyst




# City of Hopkins, MN

BIRD

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## Cover Letter

To Peggy Sue Imihy Bean, AICP:

On behalf of Bird Rides, Inc. I am pleased to present the enclosed proposal to the City of Hopkins. Bird is proud to bring alternative transportation to all Minnesotans, serving a variety of markets across the state from Twin City suburbs like St. Louis Park to cities like Grand Rapids. We are eager to partner with the City of Hopkins, too, because Hopkins' 2040 Comprehensive Plan makes it evident we would have a thoughtful and enthusiastic partner who shares many of our core values, including sustainability, accessibility, and innovation. We are excited for the opportunity to work together to foster a vibrant, connected, healthy and sustainable community. As you will see throughout our response, we have the knowledge, experience, financial capability and resources to operate the program successfully. We are confident Bird is the best partner for Hopkins for the following reasons:

**Supporting Hopkins' 2040 Vision.** As illustrated in *Cultivate Hopkins,* Hopkins is taking an immensely thoughtful and forward-looking approach to urban development and its landscape is poised to evolve in the coming years with the construction of three new light rail stops. Bird commends Hopkins for this approach and is well-positioned to evolve alongside Hopkins. Bird's unique operations model and proprietary technology enables us to take a nimble and flexible approach to program implementation and growth. Furthermore, Bird will support Hopkins' bring to life its vision with its unparalleled data and insights sharing, as well as a revenue share of $0.10 per ride. The City can use these insights and funds to help guide and finance their micromobility infrastructure.

**Creating More Sustainable Communities.** Bird is an industry leader that holds ourselves to the highest environmental standards. We pledged to achieve carbon neutrality by 2025 and signed up to the UN's Business Ambition for 1.5 °C. Furthermore, we are the industry's only signatory of the UN Global Compact and work under the Net Zero Framework created by the leading firm in global low-carbon energy strategies, Carbone 4. In addition to offsetting all greenhouse gas emissions associated with our service, we invest in innovative sustainability projects, including engineering for a circular economy and launching Bird Three—the world's most eco-conscious scooter.

**Our Commitment to Micromobility.** Bird is the only micromobility operator that has never taken money from a company focused on delivering cars and car ridership to the public. We have a laser focus on encouraging users to choose non-car modes for every single trip they take. To that end, Bird has spent the last four years designing the world's best shareable e-scooters and e-bikes. We pride ourselves on focusing on relatively few modes of transportation so that the ones we build are the very best in the industry.

**Established Relationship with the Twin Cities Metropolitan Area.** Minnesotans trust Bird to provide safe and reliable micromobility programs tailored to each community's goals, infrastructure, and rules. We would bring to Hopkins learnings from these seven partnerships to quickly and seamlessly introduce Bird e-scooters to Hopkin's residents. Moreover, a partnership with Hopkins would benefit the entire Twin Cities Metropolitan area, advancing its connectivity goals outlined in the 2040 Comprehensive Plan and encouraging adoption of alternative green transportation methods. Operating in contiguous suburbs enables us to provide residents continuity of service. People who commute into the city are used to Bird devices and see them in their towns, meaning when they use a Bird in Hopkins or Minneapolis, they already know the rules and how the device works, increasing safety for all.

**Increasing Access and Opportunity.** More and more Hopkins residents are seeking alternative transportation from automobiles that is affordable and environmentally-friendly. Bird provides an affordable and reliable transportation alternative which supports equity and socio-economic advancement in every community. We will offer a $5 discount to first-time riders to encourage adoption, and a range of discount pricing programs to ensure it continues to be affordable for all. Additionally, our comprehensive language offerings also reflect the diversity of languages spoken in Hopkins, and our prior experience working in the MSP metro area has given us valuable experience working with it Hmong community.

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**Innovative Parking Solutions.** Bird was the first operator to create geofencing and preferred parking capabilities. Specifically, we're able to slow and completely stop vehicles based on geofenced areas. We can also proactively minimize poor parking by not allowing scooters to be parked in certain areas of the community. Our dedicated account manager and Hopkins-based Fleet Manager(s) will work closely with the City to customize a parking solution that meets their needs, and promptly redress misparked scooters.

**Unwavering Commitment to Safety.** Rider safety informs every aspect of our operations, from our custom-designed vehicles and geofencing capabilities to our industry-first helmet safety campaigns and community events. To date, Bird has given away hundreds of free helmets to the Yonkers community, and we will continue to build on our prior safety education efforts with the City through ongoing outreach. Our e-scooters have never been subject to the kinds of recalls, mid-ride breakages and operating system hacks that have plagued other operators.

Bird is delighted to present our proposal to operate micromobility services in Hopkins and provide its residents a sustainable alternative mode of transport. If Bird is awarded the contract to operate, we will work collaboratively with the City and community partners to ensure a quick and smooth introduction of our fleet, satisfying the City's planning objectives and optimizing convenience, sustainability, and accessibility for users.

We hope you find the enclosed information helpful, and if you have any questions or require any additional details, please contact me by phone at 617-758-9114 or email at amarshburn@bird.co.

Respectfully submitted,



Austin Marshburn

**Head of City & University Partnerships**

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## Executive Summary

### Why Bird Bird + Hopkins: Cultivating a connected and sustainable Hopkins



#### Program Designed for Hopkins Comprehensive Plan

- Our service is tailored to **help Hopkins enact its 2040 vision of building a more sustainable, connected and adaptable city** that promotes multi-model transportation.
- Bird's dedicated Account Manager will partner with Hopkins to **ensure the program** is aligned with its values and adds to everyone's quality of life.
- We're **ready to launch with 50 devices**, with plans to scale up to 150 devices, dynamically adjusted based on demand.



#### Building a Greener, Sustainable Hopkins

- We will provide an **active and joyful transportation alternative** for Hopkins residents so they can increasingly rely less on cars.
- Driven by our **mission, Bird aims to enable a more liveable, sustainable future** by reducing car trips, traffic, and carbon emissions.
- Each vehicle's Greenhouse Gas offset is **equivalent to planting 40 trees.**



#### Comprehensive Operations and Maintenance Plan

- Our team has gained **valuable first-hand, local knowledge serving the Twin Cities metropolitan area** and will use these learnings to inform our operations across Hopkins.
- **Local, on-the-ground staff** experienced in micromobility will **provide 24/7 operational support,** with dedicated staff managing user compliance and rebalancing to ensure safety and accessibility (see page 2).



#### Connecting the Hopkins Community

- Bird provides **alternative transportation throughout Minnesota**, including in the Twin Cities and suburbs like St. Louis Park (page 7).
- We ensure access for all with **a range of discounted pricing programs** tailored to different rider groups (page 25).
- Our customer service, and education materials are available in **36 languages, including Spanish and Somali, and Hmong** (page 23).



#### Fostering a Vibrant Hopkins

- An Emory University study estimates each scooter generates **up to $2,200 per rider** additional spending at local business each year.
- Bird **prioritizes local hiring opportunities** for our fleet operations to support economic and employment outcomes (page 2).
- Bird is proud to be an Equal Opportunity and Living Wage employer (page 5).



#### Building a Resilient, Future-Oriented Hopkins

- We will provide data and insights from our analytics team to **help Hopkins achieve its 2040 Comprehensive plan** (see page 26).
- Our adaptable proprietary technology, like Bird AI and geofencing, **enable program flexibility to evolve with Hopkins** (page 7).
- We will offer Hopkins a **revenue share to support their sustainable growth and development** plans as outlined in **Cultivate Hopkins** (page 7).

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## Tab 2 Scope of Work

## A. Vendor Description and Qualifications

**a. Describe your core values and company mission. Describe why you are interested in providing a bike and scooter sharing service in Hopkins.**

Bird believes in eco-friendly transportation for everyone. That's why it is our mission to make cities more livable by reducing car use, traffic, and carbon emissions by offering an active and joyful transportation alternative. We are eager to partner with the City of Hopkins because the Hopkins 2040 Comprehensive Plan makes it evident we would have a thoughtful and enthusiastic partner who shares many of our core values, including sustainability, accessibility, and innovation. Hopkins' forward-looking Cultivate Hopkins reflects an understanding of how embracing innovative new technologies can help preserve and strengthen communities—a view Bird heartily agrees with. We believe Bird vehicles are a natural complement to Hopkins' ongoing urban development that prioritize flexible, multimodal transportation. Furthermore, Bird is proud to bring alternative transportation to all Minnesotans, serving a variety of markets across the state from Twin City suburbs like St. Louis Park to cities like Grand Rapids. Operating in inner-ring suburbs enables us to provide residents continuity of service and facilitate the adoption of micromobility transport. People who commute into the city or neighboring towns are used to Bird devices, meaning when they use a Bird in Hopkins, they already know the rules and how the device works, increasing safety for all. Together, Bird, Hopkins, and the greater Twin Cities Metropolitan area can work together to foster vibrant, connected, healthy and sustainable communities.

**b. Describe your organization's history and origins.**

Bird is the pioneer of shared micromobility, having founded the industry in 2017. We were the first operator to deploy shared e-scooters, introduce geofencing technology, offer free helmets to our riders, provide cities with real-time Mobility Data Specification (MDS) data, custom-design our own vehicles, integrate e-scooters with public transport, and the only operator to have engineered a fourth-generation vehicle—the new Bird Three. Many of our "firsts" have since become standard practice and implemented by micromobility companies around the world.

Today, Bird remains at the forefront of the industry and is a trusted partner to 350+ cities worldwide. We manage multimodal fleets ranging in size from 50 to 6,500, including e-scooters, e-bikes, and adaptive devices, under varying regulations, permits, and reporting requirements. The strength of our service continues to rely on the unique ability of our central and local teams to understand the individual goals of each market and tailor our service to meet them. From New York to Rome, and everywhere in between, it is the combination of our global experience, industry-leading technology, and investment in the communities we serve that sets us apart from other operators and enables us to build successful micromobility programs that work for all.

**c. Describe your relevant experience and expertise, including experience in developing, implementing, and/or maintaining a program with similar scope and impact. List the cities in which you operate, the number of bikes and size of area covered in each city, and how long the services have been in operation.**

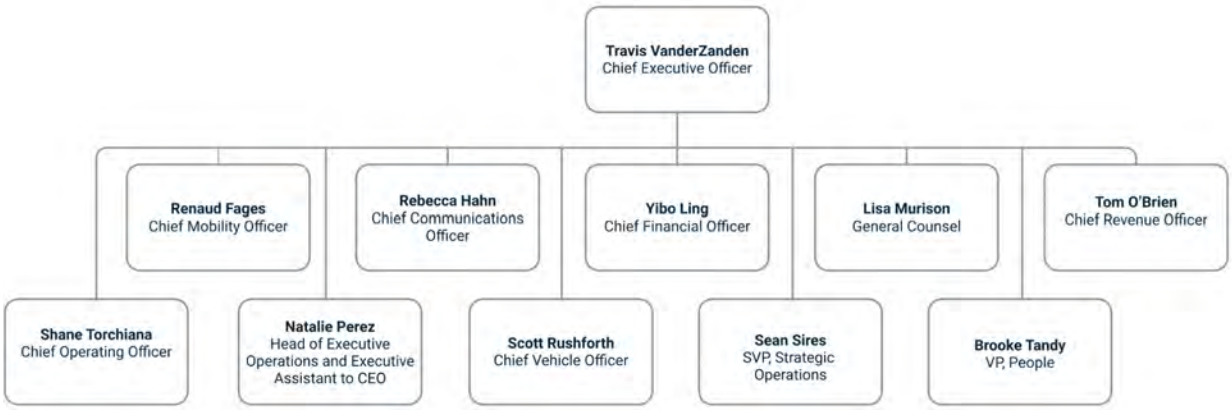
As mentioned above, Bird has experience developing, implementing, and/or maintaining programs in cities around the world with ranging fleet sizes. We operate in several nearby cities with similar scope and impact to Hopkins, as noted in the chart below. For a full list of the cities in which Bird currently operates, please see Appendix 5. Every program we operate has dedicated leads from our Government Partnerships and Operations teams who coordinate closely with local officials and community members to understand and serve the markets' unique needs.

| City | No. of Vehicles | Size of Area | Length of Operation |
|---|---|---|---|
| **Golden Valley** | 200 | 10.55 sq miles | 9 months |
| **Saint Louis Park** | 125 | 10.81 sq miles | 9 months |
| **Brooklyn Park** | 50 | 26.57 sq miles | 7 months |
| **Duluth** | 250 | 55.35 sq miles | 5 months |
| **Mankato** | 125 | 0.44 sq miles | 5 months |
| **Albert Lea** | 100 | 15.51 sq miles | 9 months |

| | | | |
|---|---|---|---|
| **Grand Rapids** | 100 | 8.04 sq miles | 8 months |

**d. Describe the organizational structure of your company including number of employees globally and in the U.S.**

Travis VanderZanden is President and CEO of Bird Rides, Inc. Please see our company-wide organizational structure below. Bird's operations are supported by 600 full-time employees globally, 445 of which are located in the U.S. In addition, we have engaged in more than 900 successful local fleet management partnerships. Our Fleet Manager program provides economic opportunity to independently owned businesses that are deeply invested in the communities they serve. See page 4 for more details.




**e. Describe the number of temporary, permanent, part-time, full-time, or seasonal employees you will have in Hopkins, and/or within 25 miles of Hopkins, and their roles in the organizational structure. Describe if you will use any subcontractors and what their role will be.**

Our staffing plan for Hopkins takes into account our unmatched experience in the micromobility marketplace, the fleet size we anticipate operating, the need to service all parts of the city and to deliver a reliable service/alternative to short car trips, and the resources required to safely and efficiently deploy, rebalance, charge and maintain our proposed fleet to the highest standards. Staff quantities and employment types include the following:

| Team/Role(s) | Responsibilities | Employment Type | No. of Staff | Local Status |
|---|---|---|---|---|
| **Government Partnerships and City Account Management** | Responsible for public and government relations as well as community engagement, working directly with City officials, community leaders, neighborhood and merchant associations, advocacy groups and more. | Full-time, in-house | 3 | Remote; local visits planned as needed |
| **Communications and Marketing** | Develop and launch integrated marketing campaigns, programs, and messaging to promote safe, sustainable and equitable access to micromobility in Hopkins. | Full-time, in-house | 1 | Remote |
| **Operations (Manager, Operations Associates)** | Oversee field and service location teams. Ensure Bird meets the City's KPIs and oversee regulatory compliance. Liaise with local stakeholders and broader community. 24-hour contact for staff for all questions and concerns related to deployment, charging, rebalancing and fleet operations in the city. | Full-time, in-house | 5 | Remote; local visits planned as needed |

| | | | | |
|---|---|---|---|---|
| **Engagement Manager** | Manages all Fleet Managers. 24-hour point of contact for Fleet Managers. Ensures Fleet Manager compliance with local rules and regulations. Sets KPIs and SLAs and schedules regular check-ins with Fleet Managers to track progress. | Full-time, in-house | 2 | Remote; local visits planned as needed |
| **Fleet Managers** | Provide logistics services for a fleet of Birds, including deploying, rebalancing and collecting devices for charging, maintenance or repairs. | Third-party logistic providers* | 1-2 | Local |
| **Customer Service** | Collect and help remediate requests from riders or the public. | Full-time, in-house | 100+ | Remote |

*Bird will use Fleet Managers, which are independent, local small businesses that perform logistics services and assist in our operations. Bird considers Fleet Managers to be third-party logistics providers rather than subcontractors, independent contractors, or partner organizations. However, in the interest of full disclosure, we have provided additional information on the program on page 4. We can provide any additional information upon request.

**f. Describe the qualifications and experience of key personnel who will be the lead contact for Hopkins.**



**Sajni Patel - Manager, City & University Success**
Sajni leads the Account Management team at Bird, overseeing program launches and managing relationships with city and university partners across the nation. She will be the lead contact for Hopkins and can be reached via email at sajni.patel@bird.co or phone at 301-204-7327. She brings with her a wealth of operational experience introducing Bird to college campuses, along with a track record of working closely with university administrations, staff, student governments and an array of on-campus departments and groups. Sajni's passion for environmental sustainability traces back to her undergraduate career at the University of California Irvine, where she majored in earth and environmental sciences, with a minor in global sustainability.



**Austin Marshburn - Head of City & University Partnerships:** Austin oversees all aspects of Bird's city and university shared micromobility programs in North America, which includes more than 150 cities and campuses. Prior to Bird, Austin spent seven years at Zipcar, where he built and led the university team comprising sales, account management, marketing and operations. Through his leadership, the team went from 0 campuses under management to 400 campuses under management.



**Mike Butler - Senior Account Executive:** Mike joined Bird in 2019 as an integral part of the Global Expansion team tasked with implementing Bird's business into international markets. Today, he is responsible for facilitating municipal programs with cities of all shapes and sizes. In this role, Mike works closely with municipalities to introduce new technologies and modes of transportation that were previously inaccessible. Mike has a bachelor's degree in business administration from California Lutheran University, where he served as a student-athlete for four years.



**Mahir Modgil - Operations Manager:** Mahir is an Operations Manager at Bird where he oversees day-to-day operations for multiple markets in the Midwest/Great Plains region. Prior to joining Bird in 2018, Mahir worked in the banking industry as an Analyst at Goldman Sachs & Co. Afterwards, Mahir spent time as an Operations Lead at ofo bike share where he oversaw operations for Texas markets. Mahir holds a B.S. in Finance from the University of Texas at Dallas and is eager to help grow transportation alternatives in cities, while continuing to learn throughout the process.



**Lily Gordon - Public Relations Manager**
Lily joined Bird in November 2021 as a Public Relations Manager. In this role, Lily partners with Bird's legal and government relations teams to develop press strategies and execute integrated communications programs and campaigns. Before joining Bird, Lily worked in corporate communications for Citizen, the number one public safety app in the U.S., where she was involved in launching over 60 cities as well as multiple products and partnerships. Lily holds a BA in Environmental Studies from the University of Chicago. An environmentalist at heart, she is an avid hiker and backcountry camper with a passion for sustainable agriculture.

## Bird Fleet Manager Program: By Locals, for Locals

Bird will partner with small, local businesses experienced in micromobility management and logistics to deploy, rebalance, charge, maintain, and sanitize our devices in Hopkins as we do in other cities around the world. Our Fleet Manager program provides economic opportunity to independently owned businesses that are deeply invested in the communities they serve. Locally owned and locally focused, Fleet Managers offer bespoke block-by-block operational expertise that provides the best results for cities and service for riders. See Day in the Life: Fleet Manager to learn more about the people behind the program.

**Improved Operational Efficiency.** Data shows operations with Fleet Managers are improved across the board: maintenance, deployment, rebalancing, and rider satisfaction. Fleet Managers have achieved a 5% higher per-ride rating from our riders with 25% fewer rides experiencing issues. In comparing the Fleet Manager model to in-house operations, we have also seen that our vehicle availability to riders is 27% higher with the Fleet Manager model.
Bird provides constant support and resources to our Fleet Managers, including guidance on operational setup and training on safety and compliance. The program is small-business friendly, maintaining a "zero to start, zero to leave" structure with no security deposit. We utilize a revenue-sharing model, with Fleet Managers earning a percentage of revenue on each ride taken via the devices they manage. The program is designed to incentivize Fleet Managers to provide efficient operations to maximize rides and increase their overall revenue share.

**Innovative and Sustainable Operating Model.** As the industry leader, we're constantly innovating on our business model. Over the last four years, our efforts have centered around creating an operationally viable service approach. Our Fleet Manager program provides local economic opportunities that scale with demand and a financially sustainable operating model that enables Bird to continue as the only micromobility operator with no ties to automotive interests, allowing us to focus on our mission to make cities more livable by reducing car usage, traffic, and congestion.

Since launching the program in spring 2020, Bird has partnered with more than 900 Fleet Managers globally, generating approximately $52 million in revenue for small businesses in the U.S. alone. The program maintains an impressive 80% retention rate (versus 30-40% for other contractor or hourly models), and many of our Fleet Managers also employ support staff. Today, we're proud to successfully use Fleet Managers in 350+ markets worldwide, offering cities a superior micromobility service that is provided by members of their very own communities.

**Delivering World-Class City Service.** All Fleet Managers are required to agree to our Program Charter, which clearly establishes contractual KPIs and SLAs aligned with local regulations, applicable laws, and metrics related to operational excellence, maintenance, charging, and deployments. As a global company supported by our local partners, we customize each Program Charter to meet the unique structure of each city micromobility program. Bird's Engagement Managers will work closely with our local Fleet Managers to help them exceed all program expectations, measuring their performance based on contractual metrics including: safe and well-maintained fleets and vehicle repairs, vehicle utilization, deployments and vehicle uptime, and positive engagement within the community.

**Identifying and Sourcing Fleet Managers.** We identify and source Fleet Managers directly from the communities we serve, focusing on providing opportunities to small, locally owned businesses, as well as certified women- or minority-owned businesses. We will only execute contracts with experienced applicants. All prospective Fleet Managers undergo rigorous vetting to ensure they meet and exceed our standards for operational excellence. When sourcing local partners, we assess them based on the following criteria.

Candidates must: **1)** Have existing local infrastructure (e.g., warehouse or other facility with ample space for charging and storage) certified for safe use by local workplace safety standards. **2)** Have experience managing logistics or operations, with a strong preference for shared micromobility. As well as demonstrate commitment to: **1)** Providing the

safest and most reliable service. **2)** Hiring locally, prioritizing long-term staffing arrangements with opportunities for advancement and a real living wage as opposed to short-term, temporary work. **3)** Developing or expanding any existing diversity and inclusivity policies in recruitment and retention. **4)** Using renewable energy to charge vehicles. **5)** Using zero-emission vehicles for deployment, rebalancing and collection as often as possible (e.g., e-van).

**Fleet Manager Training.** During onboarding, Fleet Managers undergo mandatory in-person, one-on-one training with our local leadership team and service center associates. In-depth and granular training modules cover a review of the app, backend software, processes and equipment, maintenance, sanitization, and best practices for deployment and charging. Sessions include thorough, Bird-specific trainings with our qualified mechanics and must be completed before Fleet Managers conduct any repairs on our vehicles. Once training is complete, the local team audits repair quality to ensure vehicles are properly repaired. In addition to hands-on instruction and weekly drop-in hours provided by our local service center mechanics, Fleet Managers have access to a large library of digital resources, through which they can find additional trainings, demos, step-by-step guides, tutorials, chat boards and answers to FAQs.

Bird also regularly offers virtual Masterclasses for small groups of Fleet Managers, providing deep dives into specific-subject areas like submerged vehicle recovery and rebalancing techniques, as well as individualized support to optimize their fleet and maintain operations at the highest standards. We ensure training resources are multilingual, available in as many formats as possible—such as digital, physical, written and video—to suit diverse learning styles, and ADA accessible. We also provide periodic "pop quizzes" to ensure knowledge is learned and retained in trainings.

**g. Describe employment and hiring goals, particularly efforts to hire residents of Hopkins.**

Bird will hire 1-2 local Fleet Managers (see above) to support our Hopkins operations. They will be supported by Bird's central team, and with tools and best practices honed from our operations in 350+ cities. Please see page 3 for key project team members. Upon receiving a permit, Bird will solicit applications from qualified, experienced residents of Hopkins. Our plan is to have all required Fleet Managers hired before our first day of deployment.

**h. Describe your organizations efforts and training on diversity and equity.**

Inclusivity is a core value at Bird, as we seek to build a company reflective of the diversity of the communities we serve. Like Hopkins, we recognize that we are strengthened by diversity and we have a responsibility to eliminate discrimination throughout our organization. Bird is an equal opportunity employer and is guided by our Equality, Diversity and Inclusion Policy, which is attached in Appendix 7. Additionally, Bird aims to create an inclusive culture by establishing common awareness, language and culture through, among other things, mandatory diversity and inclusion training on topics like "Managing Bias" and "Preventing Harassment and Discrimination.

## B. Implementation and Operations Plan

**a. Describe the proposed timeline for implementation of a micromobility share system.**

Upon notice to proceed, Bird will begin Hopkins launch preparations including logistics, staffing and community outreach. We can be prepared to launch within three weeks. Please see Appendix 2 for our full implementation plan.

**b. Describe your plan to introduce scooters and, if available, bicycles, including initial device quantities, locations, and expansion plans.**

**Introduction Plan**. As we have done in multiple markets across the globe, we recommend a phased introduction to allow riders and non-riders alike the opportunity to "get used" to the new form of transportation. This phased approach also enables Bird to work with the Hopkins project team and community stakeholders to fine-tune our operations and demand estimates. We plan to introduce e-scooters first (see proposed quantities below); however we can also explore bringing our Bird Bikes to Hopkins in the future if desired by the city.

**Initial Device Quantities.** When launching in a new market, Bird's proposed fleet size is generally determined by expected demand, and we provide the multimodal options to make the service available to as many people as possible. To calculate this, our team looks at a variety of factors, including: 1) Population size/density, 2) Micromobility infrastructure and points of interest; and 3) Comparable markets (i.e., cities of similar size where we operate).

Basing our fleet size on demand—increasing and decreasing it as needed—enables us to be responsive to the community's needs during the program's first year and run sustainable operations. In the first month of the program, Phase 1, we anticipate an initial fleet of up to 50 Bird One e-scooters, pending conversations with the City. During Phase 2, Bird would look to increase our fleet size to up to 150 devices to fulfill any unmet demand across the city.

**Initial Device Locations.** Please see Appendix 1 for a map showing proposed initial deployment locations throughout the city. Bird will work closely with Hopkins to determine and implement all final locations prior to launch.

**Expansion Plans.** Bird is committed to a long-term partnership with Hopkins. We will invest the resources required to build a robust micromobility program that grows with demand. Potential areas of growth include an expanded service area and e-scooter fleet, as well as the introduction of additional devices like e-bikes and adaptive vehicles. We can continually adjust our deployment locations throughout our permit to evolve alongside Hopkins' transit programs.

**c. Describe how you will ensure equitable geographic distribution of devices across parts of the city with a focus on transit-oriented development (as defined in the City's Comprehensive Plan) and areas of dense multi-family housing, park and ride facilities and commercial zones.**

Bird is committed to ensuring our fleet of shared micromobility vehicles is accessible to all residents and visitors and complements the City's transit-oriented development outlined in its Comprehensive Plan. To accomplish this, our Fleet Managers will deploy our fleet to convenient, predetermined locations ("nests") that enable riders to connect to public transportation and downtown Hopkins. Bird will work with the City to finalize all nest locations. Nests are positioned to complement an area's existing transportation infrastructure while also helping to fill in its mobility gaps, including first- and last-mile trips from transportation stops. Bird has a team of urban planners, data scientists and operations specialists who consider an area's particular mobility needs when creating nests, while ensuring compliance with any equitable deployment requirements at all times. **Defining Nests.** Bird considers the following factors and data points when creating eligible nests: **1) equity:** servicing traditional underserved populations; **2) demand:** meeting areas of high demand, like where people live and work and key points of interest; **3) city requirements:** avoiding areas designated off-limits by the city; **4) physical infrastructure:** considering existing bikes lanes, parking space and ADA access; **5) existing transportation infrastructure:** connecting people to existing public transportation stops; and, **6) city and community input:** implementing insights gained through city and community engagement.

Nests are defined much more specifically than just an intersection or block face; they are precise locations identified as safe, attractive and convenient places to stage devices. When defining the specific parking corral, we consider factors such as sidewalk width, ADA access, curb ramps, red or loading zones, transit platforms, existing street furniture and building entrances. **Nesting Near Transit.** Given public transit's vital role in connecting people with opportunity at an affordable rate, placing nests in locations that complement existing transit options is essential. In Hopkins, we will prioritize nests near existing major Hopkins-area Metro Transit bus stops and, once completed, the three new light rail stops on Southwest LRT Green Lines. **Iterating Over Time.** Nests are virtual and dynamic, meaning they can be changed and repositioned at any time to best meet a community's needs. This enables Bird to continually adjust its service as Hopkins' transportation expansion progresses with the construction of new light-rail stops and other micromobility-friendly upgrades. We also collect feedback on nests through our many customer service channels, as well as in direct discussion with cities, businesses and the community at large. We are also proud to provide data to cities to assist in the planning process for moving or establishing new dockless parking corrals.

**Adjusting Operations for Special Events.** Bird has significant experience working with local authorities to adjust our operations for special events. In Hopkins, we will track any events or conditions that warrant a pause or change in operations. During such instances, we will prioritize close communication with our City partners and local law enforcement. When warranted, we can take the following actions to support special events, such as the Raspberry Festival: **Custom Geofencing.** Make certain areas no-ride, no-parking or slow zones to accommodate large events. See page 13 for more details. **Service Pause.** Make vehicles unavailable for rent and collect them for storage as necessary. **Rider Communications.** Send a custom push notification or email to instruct or notify our rider community.

**d. Describe how you will rebalance bicycles and scooters to meet the demands of daily and event travel patterns. Describe how your rebalancing efforts will minimize vehicle trips and impacts on right-of-way.**

Bird Fleet Managers use our Vehicle Location System (VLS) and Bird AI to track our vehicles' location in real time and monitor vehicle conditions to rebalance and maintain the fleet throughout the day. Bird assigns redistribution tasks for our Fleet Managers field team and provides routes that optimize vehicle miles traveled (VMT) to lower our carbon footprint, and triggers rider incentives to prevent overconcentration of vehicles. See appendix 6 for more details.

**e. Describe your plan to enable customers to interface with bike and scooter share systems in other municipalities, where applicable. Please list all adjacent municipalities where you operate where customers might feasibly travel to and from Hopkins.**

As the shared e-scooter pioneer, providing micromobility services in 350+ cities globally, Bird has unparalleled experience with device location and tracking across an array of cities, geographies and topographies. We serve across jurisdictional boundaries in many communities, providing differentiated data sharing, including device location and tracking to each partner, including, but not limited to, Washington, D.C., Arlington, VA, Alexandria, VA, and Montgomery

County, MD; Sacramento and West Sacramento, CA; and the City of Los Angeles, Culver City, West Hollywood and Long Beach. To ensure compliant interoperability between jurisdictions, we have created proprietary tools like Bird AI and our advanced Vehicle Location System (VLS) to manage device location and tracking. Developed specifically for large shared vehicle networks, our tools enforce geofence permissions and service area boundaries with precision and accurately track the real-time location of every Bird e-scooter across cities with some of the largest service areas in the industry. In every market, we tailor our operational approach, applying our global experience and learnings to maintain compliant operations that meet the needs of multiple jurisdictions and agencies. Bird currently operates in several markets throughout the Twin Cities Metropolitan area (see Appendix 6), including adjacent St. Louis Park. If Hopkins and St. Louis Park wish for customers to be able to travel between neighborhoods, our Government Partnerships and Operations teams will leverage our above experience and work with leaders from each municipality to enable cross-city travel.

**f. Describe proprietary technologies you will use to manage the program.**

Bird uses the following proprietary technology to manage its programs:

| | |
|---|---|
| **Bird AI** | This advanced, proprietary operations management system uses sophisticated AI to monitor our fleet and precisely adjust operations based on predicted needs. |
| **Vehicle Location System (VLS)** | This uses a proprietary sensor fusion microchip to fuse real-time data about the vehicle (e.g., wheel speed, turning history) with GPS signal to provide richer, more robust vehicle location information and position. |
| **Automotive-Grade, Pneumatic Tires** | Our proprietary self-sealing tires ensure a soft ride over all surfaces without risk of getting flat or requiring complicated suspension systems. |
| **Bird Operating System** | Our industry-leading operating system allows us to instantly and wirelessly apply the latest system updates to our vehicles, enforce strict adherence to speed limits, no-ride and slow zones in cities, ensure accuracy and safety via automatically calibrated brake sensors, and keep riders safe and deter theft through encrypted embedded software. |
| **Preferred Parking** | This first-of-its-kind in-app feature directs riders to park in predetermined parking locations using geofencing capabilities, in-app education, real-world visual reference points, real-time navigation and GPS-enabled alerts. It provides a holistic parking management solution that starts in the Bird app and ends in the real world. |
| **Beginner Mode** | This in-app feature slows acceleration, limits the top speed and provides new riders with additional guidance on how to ride. |
| **Safe Start** | This in-app initiative links a game to a rider's unlock experience to test their sobriety. If the rider cannot pass the test, the scooter will not unlock. |
| **Helmet Selfie** | Designed to increase helmet usage and improve rider safety, this feature offers Bird riders incentives, such as ride credits, to wear a helmet. At the end of each trip, our app prompts riders to take a selfie and those who are receive incentives. |

**g. Describe how you will work with businesses and residents in Hopkins to establish and grow ridership.**

Throughout its permit, Bird will engage in a variety of in-person community events and multimedia advertising to grow ridership, as described on page 19. We can also incentivize first-time riders with a $5 discount. Additionally, Bird will engage with the local business community via the Hopkins Business and Civic Association to build relationships with the local business community and learn how we can work together to mutually support our business.

**h. Describe the metrics and processes (surveys, etc.) you will use to demonstrate the program's success. Include a description of the format of this information, the frequency it will be generated, and how this information will be used to adjust programming.**

**Data.** Micromobility data is an incredibly valuable asset because of its granularity and recency, and Hopkins will be able to use our data to track  metrics to see how people are moving today, and guide decisions about how to plan for the

future and invest in the transportation systems of tomorrow. See page 26 for more details on Bird's first-rate data sharing service. **Surveys.** Bird can also conduct regular surveys, at an agreed-upon cadence with City officials, throughout the permit period with the express aim of gathering feedback about our targeted community outreach efforts and how we can improve our service. Results from these surveys would be shared with the City and allow us to adjust our short- and long-term plans leading to better promotion of the use of our devices. If willing, we could partner with the City to circulate the surveys via their social media and the Cultivate Hopkins website to broaden the reach.

**i. Understanding the City's growth plans, particularly with its future light rail and park and ride facilities in the next 5-10 years, describe how you will collaborate with the City to grow the program over time.**

Bird proposes a micromobility program revenue share with the City of Hopkins of **$0.10 per ride.** The City can use these proceeds to help fund its micromobility infrastructure updates, as outlined in **Cultivating Hopkins**. Furthermore, Bird will share robust data and insights with the City which will be constructive in informing Hopkins infrastructure expansion. See page 26 for further details about our data insights and offerings.

## C. Product Specifications, Maintenance, and Security Plans

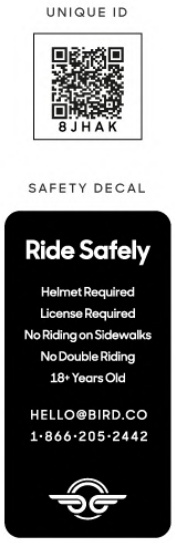
**a. Describe the types of scooters, and if available, bikes, proposed to be used in the program, including manufacturing specifications, safety, and condition.**

Bird was the first shared micromobility company to design and engineer our own vehicles. We have never experienced dangerous equipment recalls, harmful hacks, or data breaches, and our fleet is safe to operate under any applicable standards. In Hopkins, Bird proposes to initially deploy our Bird One e-scooter, followed by our Bird Three e-scooter, which would be phased in after the first 1-1.5 years of the program.

**Bird One.** Bird One is the culmination of tens of millions of rides, cutting-edge product design and engineering, safety certificates and rigorous road tests. It is Bird's second proprietary e-scooter and was featured as a Honoree in the Vehicle Intelligence & Transportation category at the 2020 CES Innovation Awards—an annual competition honoring outstanding design and engineering in consumer technology products.

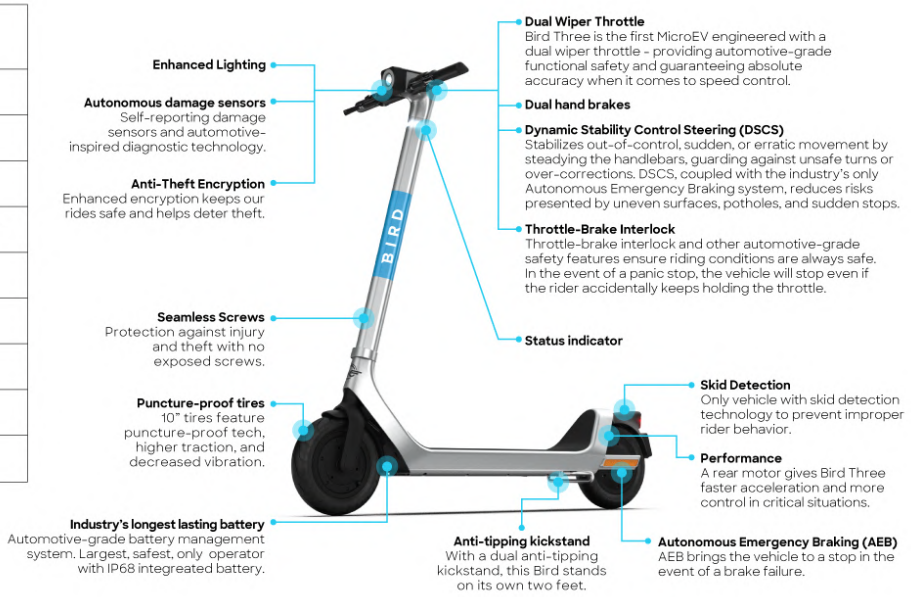
| BirdOne | |
|---|---|
| Battery | 36 V, 12.8 Ah 10S4P |
| Charge Time | Up to 12 hrs |
| Range | 30 miles |
| Braking | Regen |
| Wheels | 9" semi pneumatic |
| Top Speed | 15 mph |
| L X W X H | 43" x 18" x 46" |
| Weight | 38.6 lbs |
| Lights | Front/Rear LEDs |




**Bird Three.** Bird Three is the culmination of over four years of working in partnership with 350+ cities globally to turn drivers into micromobility riders. Our in-house team of engineering and vehicle design experts developed it to provide the safest, smartest riding experience possible—all with an unrelenting focus on accessibility and sustainability.

| BirdThree | |
|---|---|
| **Battery** | 36 V, 21.0 Ah 1-S6P |
| **Charge Time** | 5.8 hrs |
| **Range** | 35 miles |
| **Braking** | Regen; Drum (front), disc (r) |
| **Wheels** | 10" pneumatic |
| **Top Speed** | 15 mph |
| **L x W x H** | 47.7" x 19.3" x 46.8" |
| **Weight** | 52.9 lbs |
| **Lights** | Front/Rear LEDs |




In addition to e-scooters, Bird can expand its service offering in the future to include e-bikes and adaptive devices. To provide increased and more equitable access to our service, we are creating a diverse portfolio of multimodal vehicles, which lead the industry in terms of safety, technological innovation, durability, and sustainability. By diversifying our available form factors, we can provide more car-free options, accommodating shorter first- and last-mile trips via our e-scooters and fulfilling longer journeys with our e-bikes. See Appendix 4 for images and more details.

### b. Describe the safety features of the scooters, and if available, bikes, including plans to meet state statutes regarding lighting and reflectivity.

Bird's vehicles, electrical systems and batteries comply with, and exceed, all applicable U.S. and International standards, including those established by the Consumer Product Safety Commission and outlined by the International Organization of Standardization. In addition, the Bird Bike meets the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles. Any electric bicycles and scooters shall meet the National Highway Traffic Safety Administration's (NHTSA) definition of low-speed electric bicycles and shall be subject to the same requirements as ordinary bicycles. Electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Additionally, all bicycles and scooters shall meet the State of Minnesota requirements described in Minnesota Statutes, Section 169.222, including those for lights during hours of darkness.

**Bird One Safety Features.** Bird One is equipped with a number of features designed specifically for rider safety, including tire traction control, mechanical drum brakes, industry-leading battery waterproofing and high efficiency LED lights in front and back for increased visibility. Bird One's dynamic stability control steering prevents out-of-control, sudden movements, steadying the handlebars to guard against unsafe turns or over-corrections. It is also equipped with innovative technology such as anti-tip detection, bluetooth connectivity and state-of-the-art fault detection that allows us to proactively identify and prevent possible issues, making it one of the safest and most advanced e-scooters in the industry. Seamless design makes the scooter resistant to vandalism and eliminates injury risks associated with exposed screws or electrical cables. Its strong, durable aluminum frame ensures the scooter won't crack and provides better shock absorption on rough roads. It has high efficiency LED lights in front and back, while the motorized scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter. LED lights are significantly more efficient than tungsten filament bulbs and even with frequent use, consume less than 0.25% of battery charge. These lights are supplemented by reflectors on each side visible from the front and rear of the device, visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. See Appendix 4 for a complete spec sheet.

**Bird Three Safety Features**. Bird Three is our safest scooter yet. Powered by hundreds of sensors and an advanced onboard computer, our industry-leading Bird Three offers riders a host of unique safety features, including double-rider detection and skid Detection, which watches for moments when an e-scooter goes sideways.

### c. Describe your plan to include devices that would:

**i. Appeal to consumer preferences (e.g., general preference for lighter, faster device);**

When developing our devices, Bird seeks to appeal to consumer preferences while always prioritizing safety. Our team takes rider input into account for each new model; for example, in response to feedback, our engineers added a basket to our adaptive vehicle to enable riders to store personal belongings during their ride.

**ii. Accommodate riders of different sizes or abilities (e.g., smaller riders, children);**

Our vehicles are designed in-house to be safe, approachable and operable by large segments of the population. Bird's scooters have best-in-class steering geometry which places the axis of steering ahead of the wheel contact patch to utilize the "caster effect" for stabilization on uneven surfaces or against sudden movements. This steering function along with our wide handlebars, spacious deck, low center of gravity, and large air-filled tires make our vehicles accommodating to all riders. In addition, by diversifying our fleet, we widen our appeal to a broader audience. For example, Bird Bike's step-through frame supports universal accessibility for populations with limited mobility. Bird has zero tolerance for underage riding.

**iii. Make micromobility possible for more people (e.g., adaptive devices, devices for disabled populations); and**

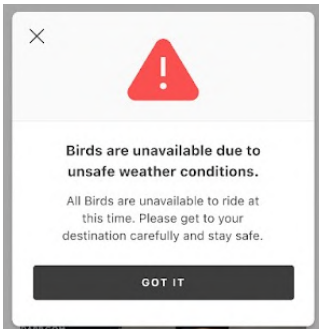
Bird understands riders have different transportation needs which are not always met with a single solution. To provide more access to our service, we continue to develop new vehicle offerings which lead the industry in terms of safety, rider compliance, technological innovation, durability, and sustainability.

In addition to our own in-house, adaptive vehicles, we currently partner with Scootaround, a global leader in personal transportation solutions, to offer unique, on-demand accessible mobility programs in select markets across the U.S. Scootaround specializes in renting mobility equipment like adaptive scooters and electric wheelchairs that enable users to remain mobile and maintain their freedom. As Bird grows this partnership, it could bring this option to the Minneapolis metropolitan area.

**iv. Respond to weather or surface conditions (e.g., winter devices, off-road devices)**

Hopkins can experience severe weather throughout the year, and here at Bird, we are prepared to respond quickly and efficiently when that weather hits. Accordingly, our central team monitors expected weather patterns across Bird markets and notifies local teams about significant events. We also closely monitor and align with the City of Hopkins' alerts. During severe weather watches and warnings, we follow strict standard operating procedures:

- When winds reach 15 mph, we issue a warning for local operations staff, and when they reach 20 mph, we pull our fleet from the streets.
- During heavy snow or icy conditions, we pull our fleet from the streets and do not deploy additional vehicles.
- During torrential rain that causes flooding, we rapidly remove all Birds from the streets, beginning with the lowest areas in high-impact zones.




Our local on-the-ground Hopkins team will collect Birds according to an agreed-upon timeline with the City, allowing substantial time to remove all vehicles well before city workers and residents begin clearing snow and ice from public sidewalks, if applicable. We will follow a structured communications protocol with the City to provide visibility into Bird's removal operations and avoid conflicts.Local Bird riders will be notified via the Bird app that all riding is paused due to weather. Birds will be made unavailable to rent, removed from the streets, and relocated to our local service facility. Even if someone attempts to unlock a Bird before it is collected, it will not work. Vehicles will not be placed back on the streets until the storm has passed, the state of emergency has been lifted, damage has been assessed, and the streets are deemed safe for riders by the City.

**Extreme Cold, Snow and Snowstorms.** In markets that face extreme cold and snowy weather, we set thresholds for retrieving and storing vehicles. Under these thresholds (generally 6" or less of snow accumulation and above 0°F), we do not retrieve vehicles to limit our Vehicle Miles Traveled (VMT) as Birds are ruggedized to withstand this type of weather. For cities with notoriously unpredictable weather, such as across the Midwestern U.S., we often retrieve a portion of the fleet in advance of a large storm. This allows us to move nimbly if the storm grows worse, because we have fewer vehicles to retrieve during the poorer conditions when traffic and road blockages can dramatically slow van

movement. As mentioned above, riders are alerted via in-app and push notifications to inclement weather conditions and the impact on our service.

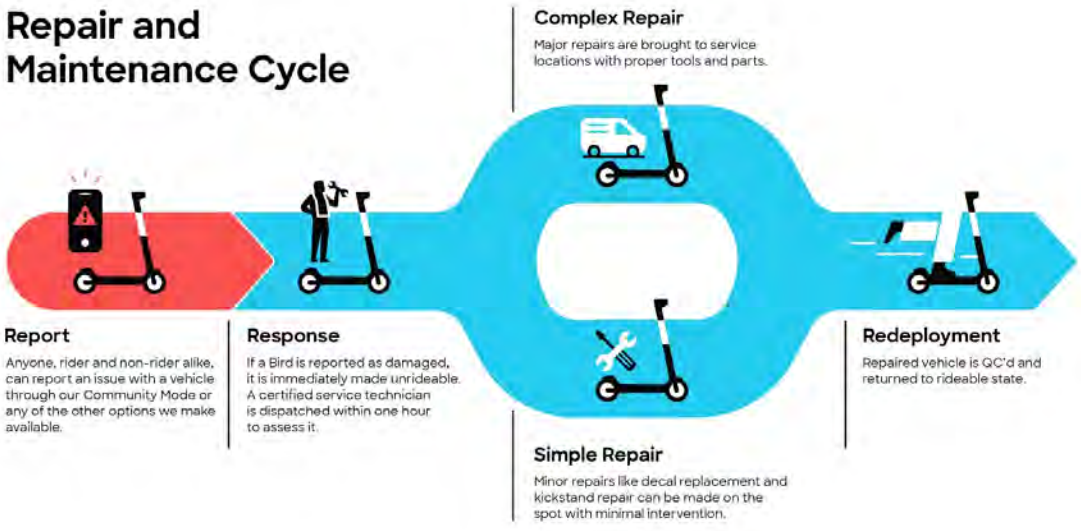
**d. Describe your plan to introduce devices, including quantities and locations of devices and approach to charging batteries.**

**Plan to Introduce Devices.** See page 5 for details on Bird's proposed introduction plan, fleet size and initial deployment locations. **Approach to Charging Batteries.**During onboarding, our experienced and qualified Fleet Managers are trained to handle batteries to ensure safety. We also provide all field team members with mandatory, comprehensive ongoing training on safe charging practices and battery transportation. In addition, we maintain the following charging procedures to ensure processes and locations are safe and compliant: **Regular Inspections.** Local service center leadership engage in regular quality assurance and compliance checks of the electrical capacity of buildings. Our Environment Health and Safety (EHS) Supervisor also carries out a more extensive quarterly audit. **Building Safety.** Operations leadership is always available on-site and is tasked with ensuring the electrical capacity of the building can handle the amount of charging taking place. We charge our e-scooters and swappable e-bike batteries in service locations approved by certified electricians confirming space and ventilation to prevent the overheating of batteries and cables. **Consulting with Exponent.** To verify our practices are best in class, Bird partners with Exponent, the same leading Engineering and Scientific Consulting firm used by Tesla, to advise on battery safety and technology.

Bird One features a waterproof, high-capacity battery with an extended range, as well as an advanced battery management system, enabling our vehicles to hold a charge range of 30 miles over five days. This dramatically reduces the need to recharge vehicles, helping our local teams reduce the need for frequent operational trips.

**Battery capacity.** Bird Ones feature waterproof, high-capacity batteries with an extended range, as well as an advanced battery management system, enabling our vehicles to hold a charge range of 30 miles over five days. This dramatically reduces the need to recharge vehicles, helping our local teams reduce the need for frequent operational trips. Bird Threes hold a charge for up to 35 miles, which means they do not need to be collected for charging as frequently as other scooters. Once a battery dips to 20%, the e-scooter is disabled and marked for immediate collection by our field teams. Bird AI optimizes routes for our field teams to collect low-charge e-scooters throughout the day, further reducing the overall vehicle miles traveled (VMT) related to charging our devices. Field team members then transport Birds to local service locations for charging.

**e. Describe your approach to device maintenance, including frequency, schedule, and the ability for users to report maintenance issues.**




**Maintenance Standards.** Bird will conduct at least **one safety inspection daily** on every single vehicle in the field with minor tune-ups (e.g., tightening a part) completed on the spot. This frequency increases if our system, which monitors our vehicles 24/7, triggers an alert. Field maintenance reduces operational vehicle miles traveled (VMT) and minimizes service disruption. Bird keeps a record of all maintenance and repairs performed for each vehicle to help spot trends and refine our maintenance and procedures. In addition to daily safety inspections, every vehicle that arrives at a

service location undergoes a full inspection, even if it is just there for charging. On average, vehicles visit a service location at least **every three days** and undergo this same rigorous process and sanitization exercise before being deployed to the field. The multi-point inspection covers all parts, organized by handlebar; external and internal chassis components; functional inspection; and, other individual parts. **Ability for Users to Report Maintenance Issues.** Bird riders and non-riders can easily and immediately report any observed device issues through our one-of-a-kind in-app reporting feature, Community Mode, or through our other customer support channels detailed on page 18. Our customer service team uses Zendesk to track reports across all of our channels.

### f. Describe how you will prevent damage to devices and rental stations (if applicable).

Our first-line of defense against damage to devices is designing and manufacturing the sturdiest vehicles on the market. Our best-in-class industrial design and engineering teams, hail from the automobile, safety and aerospace industries, never cut corners or compromise on safety. Each Bird vehicle passes a 300-step Design Validation Process (DVP) simulating real-world accident and damage scenarios and testing our vehicles' structural integrity beyond any current industry standard. The process was inspired by similar DVPs seen in the automotive industry. Additional measures Bird takes to prevent damage to devices are using comprehensive education to instruct riders on proper vehicle operation and etiquette, and enforcing escalating fine structure for reckless riders who damage our devices.

### g. Describe how you will prevent devices from causing damage to public or private property.

As a trusted community partner, Bird has a responsibility to prevent our vehicles from causing damage to public or private property. We emphasize safety in every aspect of our operations and have built in thoughtful features to our vehicle design, operations plan, and rider education to minimize the risk of property damage.

| | |
|---|---|
| **Rider Education** | Riders receive comprehensive initial and ongoing education highlighting e-scooter safety and responsible use of e-scooters. See page 20 for more information on our education plan. |
| **Anti-Tipping Kickstand** | Bird Three, our latest device, features an improved kickstand that enables riders to stand the vehicle upright to encourage compliant and courteous parking. The new dual, two-point kickstand keeps vehicles upright in up to 40+ mph winds, helping to reduce clutter and the potential for fallen devices. |
| **Proactive Operational Adjustments** | Bird's teams stay up to date on local conditions like protests, festivals and sporting events that may necessitate a service augmentation or pause. We develop operational plans in conjunction with city officials and local stakeholders, increasing our on-the-ground teams' size as required. |

### h. Describe your plan to monitor device condition and loss prevention.

Bird One is built with tamper-resistant hardware; and has no exposed cabling. We increased redundancies in our security systems, protecting riders by deterring theft and malicious hacks with enterprise level anti-theft encryption software not seen from other operators. As a result of rigorous design and testing, our vehicles have never experienced any dangerous equipment recalls, harmful hacks or data breaches.

**Monitoring Device Condition.** Bird AI (see page 7) monitors every vehicle's status using dozens of sensors that provide real-time data on each Bird's location, health, and battery status, and directs our operations teams when vehicles need attention. **Loss Prevention**. Bird vehicles feature digital safeguards against unauthorized software modifications. If someone were to remove or hack into the e-scooter's control module, the vehicle would be unusable. Additionally, they feature puncture-resistant, semi-pneumatic tires, tamper-resistant screws, enclosed wiring, and integrated batteries housed behind protective casing to reduce tampering. Lastly, our vehicles feature alarms which ring when an e-scooter is moved too far or too fast (above 15 mph) without being unlocked and alert operations staff to quickly respond. We also lock the rear wheel after it is moved beyond about a meter (to provide for proper parking).

**Vehicle Recovery.** Like Find My iPhone, VLS (see page 28) allows us to "ping" lost vehicles and place them in recovery mode. Additionally, LORA Radar-a secondary low power, long range radar built into our vehicles-locates misplaced e-scooters disconnected from our server. LORA's battery can last up to two years while the sensor lies dormant and, once the sensor is activated, emits a signal which allows our teams to isolate the precise location of the scooter. We turn on LORA when our other tools fail to provide sufficient data for recovery; for example, if a vehicle is so badly

damaged that the brain cannot emit or receive a signal. We've successfully used our experience and technological expertise to reduce the theft or "missing" rate of our fleet by 90%.

### D. Parking and Right of Way Management

**a. Describe your plan detailing the typical size and configuration of installations in the public right-of-way (if applicable). Describe any equipment (e.g., docks, bicycle or scooter racks, signage, bollards, fencing, painting) to be installed in the right-of-way to establish optimal parking locations and density.**

To maximize convenience to users, Bird typically recommends a free-floating, undocked system. This would enable riders to park vehicles throughout the city, outside of geofenced exclusion zones protecting ADA access and building entrances. However, Bird will work closely with Hopkins to ensure that the most suitable parking strategy is implemented to ensure any scooter parked adjacent to a sidewalk does not obstruct a clear 5-foot pedestrian walkway. We can provide virtual corrals, physical signage, stencils, and heavier parking infrastructure solutions as required. See Appendix 5 for more details.

**b. Describe your approach to determining needed parking capacity, and how you will analyze existing public rights-of-way to determine if needed parking capacity exists. Describe how you will determine if there are areas of the city where additional parking capacity is needed.**

Bird is experienced in implementing and managing programs ranging in size from 50 devices to 6,500 and ensuring our programs comply with all local and state regulations. Bird's dedicated account manager will work closely with the city to identify designated parking areas which we can enforce with geofencing (page 28). Bird was the first operator to create geofencing and preferred parking capabilities. Specifically, we're able to slow and completely stop vehicles based on geofenced areas. We can also proactively minimize poor parking by not allowing scooters to be parked in certain areas of the community. Our geofencing technology is flexible, enabling Bird to quickly rescind geofences and implement new temporary or permanent geofences during the license term. These can include scooter exclusion (no-ride) zones, slow zones and no-parking zones.

Furthermore, our locally based Fleet Managers will be fully dedicated to the Hopkins program only and will further ensure compliant parking and mitigate clutter throughout Hopkins. Our fleet management system, Bird AI (see page 28), uses various inputs to monitor the precise location of each device and immediately identify issues such as improperly parked vehicles or oversaturated stations. When alerted to such an event, the system automatically dispatches the closest Bird team member to address the issue, relocating the device to the nearest available approved parking location, helping to mitigate clutter. By tracking the movements of every Bird, our system can also predict where improper parking or other issues are likely to occur and will proactively dispatch staff to patrol those areas. Trends detected through end-of-ride photos, reports from our on-the-ground teams, and other channels help us adjust our service and add more safeguards and enforcement tools to problem areas.

**If selected for this program, Bird will comply with all parking and right of way maintenance requirements including but not limited to those outlined in Appendix A, Section 4.**

**c. Describe your commitment to helping the City establish new bike and scooter parking areas by funding installation of bike racks, or installation and management of in-street bike and scooters corrals as necessary to meet demand.**

Bird is committed to partnering with Hopkins to implement a comprehensive parking solution which meets the City's transportation and development goals, existing infrastructure, and unique rules and culture. As previously mentioned, we recommend initially adopting an undocked, free-floating parking system in order to learn about rider and usage patterns and maximize growth flexibility. Bird can, however, implement virtual parking corralls if desired. Additionally, the proceeds from our revenue share plan (page 8) can be used by the city to supplement its efforts to expand micro mobility transportation infrastructure.

**d. Describe any technology proposed within the bikes or scooters, the mobile application, or the public right-of-way to assist users in finding appropriate parking locations and available devices. Describe your approach to geofencing, if used.**

**In-App Parking Assistance.** To encourage good parking behavior, Bird incentivizes riders to park in pre-selected nests that are geofenced and marked within the Bird App with a "P" sign to enable riders to locate them easily. This sophisticated in-app feature uses our advanced geofencing capabilities, in-app education, real-world visual reference points, real-time navigation and GPS-enabled alerts to direct and reward riders when they end their rides at an approved corral. To do this, the in-app feature: **1)** Provides details on each approved parking area, including its location, a photo

and a description of exactly where to park. It will also offer turn-by-turn directions to a rider's chosen nest; **2)** Educates riders on how to park using highly visible messaging, including full-screen prompts, in-ride reminders and parking pins that are prominently displayed on the map, **3)** Incentivizes riders by offering $1 toward future rides every time they end their ride in a designated parking location; **4)** Gives feedback to riders using location-enabled alerts to let them know when they are in an approved parking area and eligible to receive incentives, and, **5)** Encouraging riders to park in preferred parking areas helps minimize device clustering and improves device availability.

**Bird's Approach to Geofencing.** Bird uses geofencing in cities around the world to manage riding and parking behavior. Our next-generation geofencing system provides the industry's fastest and most accurate enforcement of no-ride, no-parking and slow zones. These zones can be both permanent (static and time activated) and temporary (single use, usually for large-scale events), and can be altered with short notice. Hopkins would benefit from our geofencing capabilities in the following ways: **1)** **Mitigate** collision risk to pedestrians with geospeed management in high-traffic areas; **2)** **Prevent** e-scooter access to prohibited areas with no-ride zones; and, **3)** **Improve** parking compliance with no-parking zones.

**No-Parking Zones.** Bird uses geofenced no-parking zones to prevent riders from parking vehicles in areas requested by the City, residents or businesses. These are often implemented in areas that experience high pedestrian volumes. No-parking zones are continuously reviewed and established through community feedback and City-forwarded requests. Bird also geofences certain high-risk areas, such as parks, publicly accessible plazas, off-street parking lots/garages, and other areas outside of the City's public right-of-way. If a rider enters a no-parking zone, the Bird sends an alert to the individual's mobile phone and informs them via audible and visual messages on the vehicle itself. Our on-vehicle technology prevents riders from ending their ride until they are outside of the restricted area.

**Slow Zones.** Using our on-vehicle speed governor and geofencing technology, we can also implement a range of speed limits (both temporary or permanent) in different areas of a city and on specific streets, from 1 mph to 15 mph. If a rider enters one of these zones, we alert the individual via a notification to their mobile phone as well as audible and visual alerts on the Bird that the vehicle's speed is about to be safely reduced.

**No-Ride Zones.** Additionally, our in-market teams work closely with our city partners to identify and incorporate designated no-ride zones. As a rider approaches one of these zones, the rider is notified on their mobile phone as well as on-vehicle audible and visual alerts, informing them their speed will be reduced and then stopped. The Bird then slowly and safely reduces its speed, coming to a complete stop to prevent crossing the geofence boundary. See appendix 5 for images illustrating app notifications and page 28 for how our technology works.

**e. Describe how you will work with public and private entities to establish parking areas outside the public right-of-way, particularly Hopkins Public Schools, downtown businesses and local employers.**

NEW **Avoiding School Zones.** At the request of the City, Bird will limit deployments near schools, especially before and after the school day. It is Bird's policy to not deploy on the block face of an elementary, middle or high school. Relatedly, if we receive reports of underage riding or adults double-riding with children, we will use this data to gain greater insight into where underage riding frequently occurs and deploy geofencing, such as no-ride zones.

**Partnering With Local Businesses.** We also partner with businesses to provide device parking at no-cost. Through our work with several local and national businesses, we know businesses that host Bird Partner Parking Nests enjoy: **1)** **a better bottom line:** $1,100 in spending was created per e-scooter deployed on average over six months, according to a new Emory University study; **2)** **Value-Add for Visitors:** nests offer local shoppers and tourists the convenience and fun of shared e-scooters, while connecting local public transit; and **3)** **Mission-Driven Reputation:** Our partners earn recognition in the community for their dedication to sustainability and equity.

**f. Describe how you will detect, and address devices parked in prohibited locations as described in the document *City of Hopkins Bike and Scooter Share Additional Terms*, in locations prohibited by these requirements, or locations outside of the designated service area.**

Our fleet management system, Bird AI, uses various inputs (GPS, vehicle sensors, Bird field team reports, and feedback from our nine customer service channels) to monitor the precise location of each device and immediately identify issues such as improperly parked vehicles. When alerted to such an event, the system automatically dispatches the closest Bird team member to address the issue, relocating the device to the nearest available parking area and ensuring it is properly parked in a corral and ready for the next rider. By tracking the movements of every Bird, our system can also predict where improper parking or other issues are likely to occur and will proactively dispatch staff to patrol those areas. Trends detected through end-of-ride photos, reports from our on-the-ground teams, and other channels help us adjust our service and add more safeguards and enforcement tools to problem areas.

**g. Describe how you will detect and address devices that have fallen over while parked.**

If tipped, Bird One's self-reporting tip sensors alert our local operations team for immediate remediation. Additionally, Bird Three vehicles are equipped with a proprietary dual-center kickstand—the only in the industry—that results in fewer e-scooters being knocked, and with large reflective stickers on the underside of their footboards that display the message "Please help me up" when tipped over.

**h. Describe how you will reimburse Public Works or other City Departments for relocation of devices as described in the document *City of Hopkins Bike and Scooter Share Additional Terms*.**

Upon receiving an invoice and notification that a Bird device was relocated by Public Works or other City Departments, we will reimburse the City in the requested form of payment.

**i. Describe how you will encourage proper device parking. Describe strategies for education and awareness, incentives, and penalties.**

As part of our ongoing commitment to ensuring Birds are parked correctly, we have developed several strategies to educate riders and encourage safe and proper parking, including: **1) in-app education** teaches riders how to appropriately park the device through pre-ride messaging and at Safety School; **2) an escalating penalty structure** designed to respond to riders who park improperly (see page 22); **3) PSA advertising campaigns** reinforce responsible parking and can be tailored to Hopkins-specific rules; and, **4) social media campaigns** to engage with and educate riders on proper parking and other safety initiatives; **5) in-app, AI-verified parking compliance** requires an end-of-ride photo validation to ensure devices are parked correctly; and, **6) "Please Help Me Up" on-scooter stickers** are placed on the underside of our latest B3 scooters to encourage the general public to help keep their public spaces clear.

**j. Describe how you will ensure that spaces where devices are parked are kept orderly,clean, and free of litter. If the devices have baskets, include a description of strategies for keeping baskets free of litter.**

Bird's Fleet Managers ensure vehicles are arranged neatly and the area around them is orderly, clean, and free of litter. Bird vehicles do not have baskets.

**k. Describe your staffing capacity for addressing improperly parked devices.**

Our staffing plan for Hopkins takes into account fleet size, the need to service all parts of the city, and the resources required to safely and efficiently deploy, rebalance, charge and maintain our proposed fleet to the highest standards. For a fleet size of up to 150 vehicles, we will hire 1-2 fleet managers in order to promptly and reliably address improperly parked scooters within two hours. See page 4 for more information on the Fleet Manager program.

**l. Describe the communication platforms that will be used to allow the City, device share users, property owners, or others to report improperly parked devices.**

In addition to our full suite of 24/7 multilingual customer service channels (see page 18), Bird has in-app and on-vehicle features so both riders and non-riders can report parking concerns and ADA violations in real time 24-hours a day, 7 days a week: **Community Mode:** In-app feature enabling riders and non-riders to report complaints such as improper parking in real time. See page 17 for details, and **Bird Alert (Coming Soon):** Bird Alert will offer an easy, zero-friction solution for reporting misparked Birds at the touch of a button. Located on the top of our e-scooters between the handlebars, the button will direct riders to "Request Assistance" in large reflective raised lettering and braille.

**m. Describe your winter device parking strategies, including snow clearance as applicable.**

With year-round operations in cold-weather cities like Detroit, MI; Indianapolis, IN; Stockholm, Sweden; and Oslo, Norway, we have extensive experience winterizing our vehicles and operations. Our in-house R&D facility conducts extreme tests in an environmental chamber to ensure our vehicles and their batteries can survive in temperatures as cold as -5°F and as hot as 120°F. Additionally, our ruggedized tires maintain a stable ride, even on snowy, uneven, or slick pavements. Our standard approach is to collaborate with cities on target fleet sizes for winter month, adjust parking strategies and standardize weather criteria for when rides will be slowed or turned off 24 hours in advance of forecasted winter weather. We subsequently dynamically flex our fleet during the winter, deploying to the target fleet size when the weather allows and reducing deployments for periods when it does not.

See page 10 for more details on how Bird adjusts operations for inclement weather.

**n. Describe how you will provide access to downtown businesses for residents and visitors.**

As we continue to grow in the Twin Cities Metropolitan Area, Bird will expand our existing local business partnerships to develop curated experiences for residents and visitors exploring Hopkins and the surrounding area. Bird will foster relationships with businesses throughout the City to promote parking incentives or designated virtual parking locations

for large scale events such as the annual Raspberry Festival to bring more of the city within reach of residents, visitors, and employees. In addition to these efforts, Bird developed the following technology to connect our riders with local businesses:

**Bird Maps.** Bird is combining several in-app features and programs to create Bird Maps, a micromobility navigation system designed to guide Bird riders along the safest route to their destination for improved road safety. The system will provide audio and turn-by-turn directions via the on-vehicle display and highlight places along the route that matter most to the community, including local businesses, essential services, popular hot spots, and other neighborhood attractions. Bird Maps will also help residents explore their local neighborhoods and promote a more vibrant Hopkins. It will also increase rider safety by eliminating the phone-use for navigating and optimizing routes for the bike lanes, quiet roads, and wider surface areas when possible.

**Improvements to Software.** Our experienced team of world-class app developers continues to update and refine the Bird app, reducing lag and latency while delivering a more streamlined rider experience. Significant investments in overhauling our data pipeline also provide real-time data and status updates, improving our ability to manage our fleet and interact with riders. As such, Bird has one of the top-rated micromobility mobile applications in the world, averaging a global user rating of 4.85/5.

## E. User Experience

### a. Describe the technology used in the security/lock mechanisms.

**Anti-Theft Measures.** Bird vehicles feature digital safeguards against unauthorized software modifications. If someone were to remove or hack into the e-scooter's control module, the vehicle would be unusable. Additionally, they feature puncture-resistant, semi-pneumatic tires, tamper-resistant screws, enclosed wiring, and integrated batteries housed behind protective casing to reduce tampering. Lastly, our vehicles feature alarms which ring when an e-scooter is moved too far or too fast (above 15 mph) without being unlocked and alert operations staff to quickly respond. We also lock the rear wheel after it is moved beyond about a meter (to provide for proper parking).

**Vehicle Recovery.** Like Find My iPhone, VLS (see page 28) allows us to "ping" lost vehicles and place them in recovery mode. Additionally, LORA Radar-a secondary low power, long range radar built into our vehicles-locates misplaced e-scooters disconnected from our server. LORA's battery can last up to two years while the sensor lies dormant and, once the sensor is activated, emits a signal which allows our teams to isolate the precise location of the scooter. We turn on LORA when our other tools fail to provide sufficient data for recovery; for example, if a vehicle is so badly damaged that the brain cannot emit or receive a signal. We've successfully used our experience and technological expertise to reduce the theft or "missing" rate of our fleet by 90%.

### b. Describe the procedures for renting and returning devices.

**Vehicle Rental:** In an effort to make our devices as widely available as possible, we enable individuals to sign up for our service and find, use and pay for Birds via our smartphone app or SMS text messaging.

**Signing Up:** To sign up for Bird, riders must download the Bird smartphone app, which is compatible with both iOS and Android operating systems. When downloading the app for the first time, riders will be prompted to provide general information to sign up, including name, email address and payment information (credit card, debit card or other). Riders must also agree to our terms and conditions, scan their ID for age verification, take a selfie that matches the picture on their ID, and watch a mandatory safety video before the vehicle will unlock.

**Finding a Device:** Birds are discoverable on the street, in the Bird app, or via MaaS integration partners.

**Beginning a Trip:** Riders can unlock a Bird and begin a ride by: 1) Tapping “Quick Start’” in the Bird app. This feature automatically appears when it detects a Bird vehicle within range, enabling riders to simply start riding; 2) Scanning the QR code; or 3) Manually entering the vehicle ID. Before the ride begins, riders are reminded to wear a helmet and abide by all local rules. The app then instructs riders to pedal the Bird Bike or push the Bird scooter forward a few times with their feet to get going. We also provide information on where riders can and cannot ride or park. These areas can be adjusted on an as-needed basis and are communicated to our riders via push notifications or in-app messages.

**Ending a Trip:** At the end of the trip, the Bird app instructs riders to park devices out of public pathways. Riders are then required to take a photo of their parked Bird to verify proper parking. In the event that someone reports a hazardous or improperly parked Bird, these photos enable us to follow up as necessary to provide additional education on responsible parking. Riders will then “lock” their vehicle and end the ride using the app. Pricing information is clearly outlined in the ride receipt that is sent at the conclusion of each ride as well as in a user’s ride history.

**Payment:** Our standard payment option is the use of debit or credit cards through the Bird app. In addition to accepting debit and credit cards, the Bird app is fully integrated with Apple Pay, Google Pay and PayPal. To link PayPal to their Bird account, riders simply tap the "Options" icon in the top left corner of the Bird app, click "Payments" from the drop-down menu, select "PayPal," and sign in. We also offer cash-based payment alternatives, including a simple and easy-to-use Cash for Bird Credits option. To use, riders must locate a participating retailer, via either the Bird app or our website. At the store, riders open the "Payment" tab in the Bird app to access their unique barcode. The cashier scans the barcode, takes payment, and adds it to the rider's Bird account. Their Bird balance is then updated immediately and ready to use. See page 24 for our non-smartphone access option.

### c. Describe the proposed hours of operations.

Bird's hours of operations are 4am to 2am, 7 days a week, 365 days per year, weather permitting. As such, Bird provides 24/7 customer service support through the Bird app, via email and by phone. Calls are answered within 29 seconds, and we maintain a global resolution time of five minutes or less (see page 17 for more information on our approach to customer service). Our customer service is easily accessible to both the City's residents and visitors through the provision of multilingual services that adhere to ADA standards. Users, community members and City staff can contact our team through a wide range of channels to provide feedback, request assistance with unlocking or locking a Bird, submit consumer inquiries, or report issues and incidents. Regardless of the day or time, Sajni Patel can be reached by cell at 301-204-7327 and email at sajni.patel@bird.co or. Mahir Modgil can be reached by cell at 214-957-8556 and email at MModgil@bird.co. One to two  Fleet Managers will be located within Hopkins or 25-miles of Hopkins to provide prompt assistance.

### d. Describe the types of customer services offered and reconciliation or communication procedures.

Bird is committed to providing reliable, 24/7 customer service in Hopkins, rapidly responding to community feedback from riders, local organizations, City officials or the general public. We offer the following methods for individuals to contact us, report safety concerns, complaints or ask questions: **On-Vehicle:** Every Bird features a safety decal with easily visible contact information, including our 24-hour toll free phone number (1-866-205-2442) and email address (hello@bird.co). These decals are also offered in braille and/or raised lettering to ensure the information is accessible to blind or visually-impaired individuals. **In-App:** The "Help" tab provides information on how to contact Bird to report a complaint, including our 24-hour toll-free phone number. Our app also features an issue submit form called **Community Mode.** This feature enables users and non-users to report complaints, such as irresponsible riding or improper parking, in real time. Concerns flagged in Community Mode are addressed immediately, and repeat offenders can have their accounts suspended or terminated by Bird's Trust and Safety team. **Website:** Our contact information is always available on our website at www.bird.co/contact-us/. Additionally, our website has direct access to customer service where users and non-users can report damages, make suggestions, complaints or enquiries. **Social Media:** Riders and non-riders can connect with us via Twitter (@BirdRide) and Instagram (@Bird). **Ride Rating and Surveys:** We ask riders to rate our service at the end of each trip. Rides earning fewer than four stars prompt additional input and follow up from our team. We also conduct rider surveys to gather ongoing qualitative feedback to inform program improvements and adjustments.

Customer service issues are responded to within 15 minutes and no longer than one hour, while ADA-related issues are flagged for priority and responded to within 15 minutes. All reports are followed up on to learn how we performed and how we can improve. Each report/issue/complaint is logged and categorized using Zendesk, and our Rider Success, City Success and local market teams analyze the data to identify and size emerging trends. We also provide a resolution update to the individual reporting the issue. Bird's specialized Trust and Safety team handles injury reports, property damage alerts, law enforcement requests and complicated support issues.

When we receive a complaint or feedback via any of the aforementioned channels, our highly trained customer service team rapidly responds by taking the following actions:

| | |
|---|---|
| **Classify and Track** | A customer service representative (CSR) creates a ticket in Zendesk, a leading global customer service software, that enables us to receive, log and resolve customer complaints within minutes. During initial intake, the complaint is categorized and all relevant details are logged. If needed, we may ask the submitter for additional details to more clearly understand the issue. |

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| **Route and Resolve** | The CSR refers the issue to the relevant Bird team for resolution. For example, they would coordinate with the local Hopkins Fleet Managers for an issue such as a tipped or improperly parked device. Tickets involving or related to accessibility-specific issues are immediately escalated for expedited resolution. Issues that do not need to be referred to additional team members are handled by our CSRs independently, such as billing or account queries. When the issue is resolved, the CSR sends a notification via email to the individual who reported the issue, after which the CSR closes the ticket. All resolved complaints are stored via Zendesk for reporting purposes. |
| **Educate** | When rider behavior is an issue, such as unsafe riding or parking, the CSR follows Bird's penalty structure and will send educational materials relevant to their behavior (such as an email or push notification on parking etiquette). For repeat violations, we issue escalating warnings and fines, or even account terminations when warranted. See page 22 for more details. |
| **Serious Complaints** | Certain sensitive issues requiring additional care are escalated to Bird's Trust and Safety team, which handles reports of underage riding, injuries, property damage, and law enforcement requests. Upon receipt of a complaint, a member of the Trust and Safety team gathers information and evidence from the reporting party, as well as from Bird's database and internal dashboard. Complaints are organized into systematic categories for more prompt resolution. If warranted, the Trust and Safety team will escalate incidents to Bird's insurance provider or the relevant local law enforcement authorities. Our team oversees all follow-up questions, investigation updates, and other information until the complaint is fully resolved directly with the reporting party. Bird also maintains a database containing all public complaints and comments related to unacceptable user behavior. |

**Tracking and Responding to Customer Issues.** Bird's customer support team is available to respond to issues 24/7. Bird will respond to requests to remove, repark or relocate devices within one hour of receiving notification. When we receive a complaint or feedback via any of our customer service channels, our highly trained customer service team rapidly responds by taking the following actions:

### e. Describe how you will provide user information in multiple languages, including English, Spanish, Russian, Hmong, Somali, etc.

In recognition of the diverse language and cultural landscapes of the jurisdictions, Bird will ensure all unser information marketing is available in multiple languages, focusing on the area's most commonly spoken languages including, but not limited to, Spanish, Somali and Hmong. Our website and app are also currently available in 36 languages, including Spanish and Somali. We also include Hmong to support the large Hmong population that resides in the Twin Cities metro area. Bird is committed to universal access and working in partnership with cities and universities to expand language offerings that reflect the communities we serve. **Our website, 24-hour customer call center and mobile app services are currently available in 36 languages:** Arabic, Czech, French, Hindi, Polish, Swedish, Bengali, Danish, Greek, Hungarian, Portuguese (Brazil), Tagalog, Catalan, Dutch, Gujarati, Italian, Portuguese (Portugal), Tamil, Chinese (Mandarin), English, Haitian, Korean, **Russian**, Turkish, Chinese (Cantonese), Farsi, Creole, Norwegian (Norsk Bokmål), **Somali**, Urdu, Chinese (Taiwanese), Finnish, Hebrew, Panjab, **Spanish**, Vietnamese.

### f. Describe how you will inform and educate users on pricing and fee structures.

Bird uses a combination of in-person community engagement and digital communication to educate our users pricing and fee structures. See page 20 for our full education plan.

### g. Describe your proposed user interface integration with local transit and/or parking interfaces, and mobile payment apps.

Bird provides a robust suite of APIs that allow our service to be fully integrated into multimodal applications alongside other providers' mobility options. For example, we are investing in global partnerships with apps like Moovit, a global third-party Mobility-as-a-Service (MaaS) provider, to enable a MaaS experience for our riders. As such, Bird is both able and willing to participate in MaaS pilots in Minnesota and provide an API to open source MaaS applications in the marketplace. We are able to integrate natively booking, payment and subscription functionalities; we strongly believe in the value of an open MaaS ecosystem and the potential for MaaS to support mode shift away from the private car. Bird

also agrees that trip data provided to the City may be public information, and that the City may store, distribute, display, analyze, or otherwise publish public trip data for public use.

## F. Marketing and Communications Plan

### a. Describe your marketing plan, including information on how residents and visitors can learn about how to use the program.

**Community Outreach & Marketing**

Bird will augment our people-focused, community engagement plan with a customized marketing plan which aims to reach riders and non-riders. We will use a range of mediums and activities, such as social and earned media, business partnerships, and visual marketing to support Hopkins' goals of raising awareness of the program, lower barriers to access and encourage a transition away from automobile transportation.

**Social Media.** Bird will use our social media channels (including Instagram, LinkedIn and Twitter) to market and promote Hopkin's program to a broad audience of riders. We share news of launch, rider stories, seasonal promotions, and safe riding tips, as well as promote local businesses.

**Media Engagement.** Bird's communications team will secure press coverage around the Hopkins program with student, local, and regional newspapers and magazines. We will work closely with the City to support all marketing activities throughout the program, including coordinating a joint press conference to announce the launch.

**Sponsoring Community Events.** We will support local events across Hopkins and engage in sponsorship opportunities to raise awareness of our service.

**Promoting Local Businesses.** Bird will work with Hopkins Business and Civic Association and local small-business owners to develop joint rider incentives that stimulate the local economy, promote shop local initiatives, and increase awareness around Hopkins' e-scooter program. This may include providing free featured placement to local businesses within our in-app map to encourage local commerce, promoting Hopkins' downtown district. Riders simply open the Bird app and participating establishments are clearly marked on the map using colored pins. When tapped, the pins expand to display pertinent details such as address, photos, and contact information. Bird also receives additional marketing outreach through the placement of the Bird logo at each participating store.




**PSA Marketing Campaigns.** Bird uses PSA advertising campaigns to market our e-scooter programs and promote safe riding and responsible parking. As part of these efforts, we have proudly collaborated on safety initiatives with transit agencies and services, like Chicago's CTA, Santa Monica's Big Blue Bus, and Portland's TriMet. We also partner with advocacy groups to develop tailored communications around our Ramp Champ campaign, which is aimed at educating riders about the importance of not blocking ADA access.

In Hopkins, our team can work with the City and advertising contractors to coordinate advertisements on billboards and public transport, such as Metro Transit or the Southwest Light Rail Green Line Extension once it is built. These locations have the advantage of providing continuous visibility to drivers, passengers and pedestrian traffic with repeat exposure, high reach and frequency.

### b. Describe your target market(s).

| | |
|---|---|
| **New Riders** | Individuals who have never ridden an e-scooter. |
| **Frequent Riders** | Riders, such as daily commuters, who integrate e-scooters into their daily commute or business needs. |

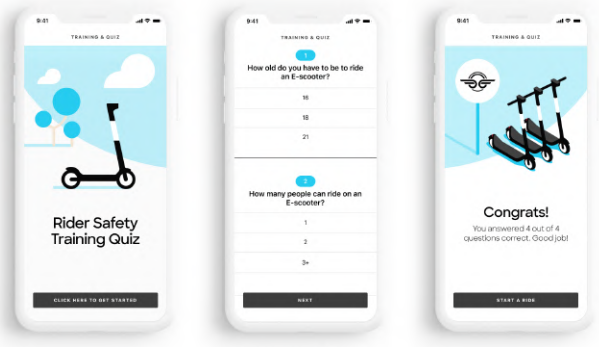
| | |
|---|---|
| **Occasional Riders** | Leisure riders or tourists who occasionally use a Bird scooter in the evenings or on the weekends for transport to social events, visit shops, or local attractions. |
| **Non-Riders** | Community members who are unlikely to become scooter riders, such as pedestrians and automobile drivers, but would benefit from learning more about the program to increase awareness and safety for everyone. |

**c. Describe how you will educate the public on how to ride safely and predictably and of applicable traffic laws and ordinances.**

Our education plan is designed to address roadway safety, accessibility, and general good behavior and practice by new users to ensure rider safety and support safe streets for all community members. To achieve these goals, we use a multifaceted approach that includes in-app products and technology, on-vehicle technology, physical assets, digital assets, and events/outreach. Bird will also use an escalating penalty structure to respond to customers who repeatedly offend program regulations. Fines will be accompanied by an email describing the incident and why it was unsafe, educational materials relevant to the offense, and a reminder about additional fines and the potential for account termination. Riders on low-income plans will be excluded from all financial penalties but will receive the warning emails. For more information, please see page 22.

### i. In-App Products and Technology

Bird offers a comprehensive suite of new and improved educational and safety products, including a mandatory first-time rider tutorial and quiz, Beginner Mode, Helmet Selfie, Safe Start, in-app map and audible warnings, and follow-up education. All of our in-app safety features are available in English and Spanish. For more information about our multilingual offerings, see page 18. Each of these is described in detail below.




**Mandatory In-App Rider Tutorial with Quiz.** First-time riders are required to watch an illustrative how-to-ride and parking tutorial depicting Hopkins-specific rules and regulations. Upon completion, riders will be required to take our newly launched quiz to ensure understanding. The quiz will contain a minimum of four questions pertaining to parking, operations and general safety. Bird will require riders to complete the quiz with an 80% score before they can start their first ride. Those who do not pass the safety quiz on their first attempt are provided with tailored educational materials that must be reviewed before retaking the quiz. Prior to the new permit period, Bird will promote our rider safety quiz across our social media channels, rewarding new riders who sign up and complete the quiz with $10 ride credits. Bird will also periodically prompt our riders to retake the quiz as a refresher on local rules and regulations.

NEW **Beginner Mode.** According to an Austin Public Health study published in 2019, 33% of scooter injuries are sustained by first-time riders, a greater proportion than the share of trips taken by those riders. We used this data to create and implement Beginner Mode, a gentle acceleration geo-speed option that lets new riders gradually work their way up to full speed. Beginner Mode can be made a mandatory feature that is activated for the first three rides a person takes on a Bird vehicle. After that, riders can manually enable this feature in the app via Settings > Ride Mode.

**Helmet Selfie.** Bird designed an industry-first Helmet Selfie feature to encourage helmet use. At the end of each trip, after the end-of-ride parking compliance photo, we invite riders to take selfies. The app uses AI to confirm if riders are wearing a helmet and rewards those who are with such as future ride credits, to those who are.

NEW **Safe Start.** In addition to operational strategies like time-activated geofencing for areas with active nightlife and limiting deployments near bars, we developed Safe Start to help cities combat irresponsible rider behavior. Created in collaboration with law enforcement officials, this innovative technology enables us to link a sobriety test to a rider's unlock experience.During agreed upon at-risk hours, the range of which can be discussed with the City and the Hopkins Police Department, riders must pass a cognitive assessment (randomized between CAPTCHA measures and Stroop tests) before a vehicle will unlock. If the rider is unable to pass the test, the Bird does not unlock and riders are encouraged to choose an alternative method of transportation, such as a taxi or ride-hailing service.

**In-App Map and Audible Warnings.** Bird's app provides a clear and legible map of the geofenced areas within the city, including no-ride, no-parking, and slow zones. If a rider enters and/or approaches a geozone with specific restrictions,

they are notified via the Bird app and a push notification to their phone. Our devices also provide riders with an audible warning and can show a visual warning via the on-vehicle display.

**Follow-Up Education.** Our app provides follow-up education to riders prior to **every fifth ride,** which is both interactive and tailored to rider history, time of day, and location. For example, on a Friday or Saturday night, a rider is likely to receive a reminder about the importance of riding sober.

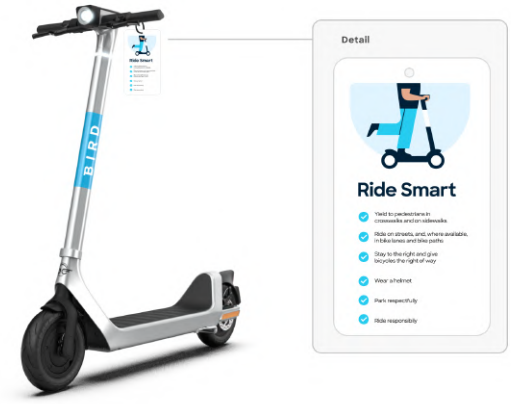
COMING SOON **Rider Score.** A safe riding tool, Rider Score tracks a rider's behavior and rewards them with free unlocks, ride credits and discounts for responsible riding. Riders with lower scores will receive targeted education, feedback to help them improve, and/or penalties and fines. Factors that influence scores include: Parking compliance, sidewalk riding compliance, rides during commuting hours, frequency of rides, interactions with educational material and quizzes, helmet selfies, and connection with public transit using interoperable trip planning or payment systems.

### ii. Physical Assets

To ensure riders are educated on local rules in Hopkins, we can promote key safety messages on our vehicles via decals and hang tags, run citywide PSA/advertising campaigns and work with the Hopkins Civic and Business Association to place multilingual brochures in key locations.




*On-vehicle Safety Decal*




*Safety and Education Hang Tag*

**SPOTLIGHT: Zero Tolerance for Unsafe Behavior**

At Bird, we believe it is our duty to keep only those riders who prioritize the safety of all road users on our platform. As such, we set clear safety rules, work diligently to enforce them, and respond decisively when they are not being met. **Targeted Education:** If we have cause to suspect a rider has demonstrated unsafe riding or parking behavior, our Trust and Safety team sends post-incident educational emails. We enrich these educational materials with infographics, games and quizzes. Bird also sends targeted notifications directly in the app as a proactive measure to prevent unsafe behavior in the future. **Escalating Penalties and Account Termination:** Bird uses the following escalating penalty structure to respond to and remediate unsafe behavior. Fines will be accompanied by an email describing the incident and why it was unsafe, educational materials relevant to the offense, and a reminder about additional fines and the potential for account termination. Riders on low-income plans will be excluded from all financial penalties but will receive the warning emails and are also subject to account termination for repeated offenses.



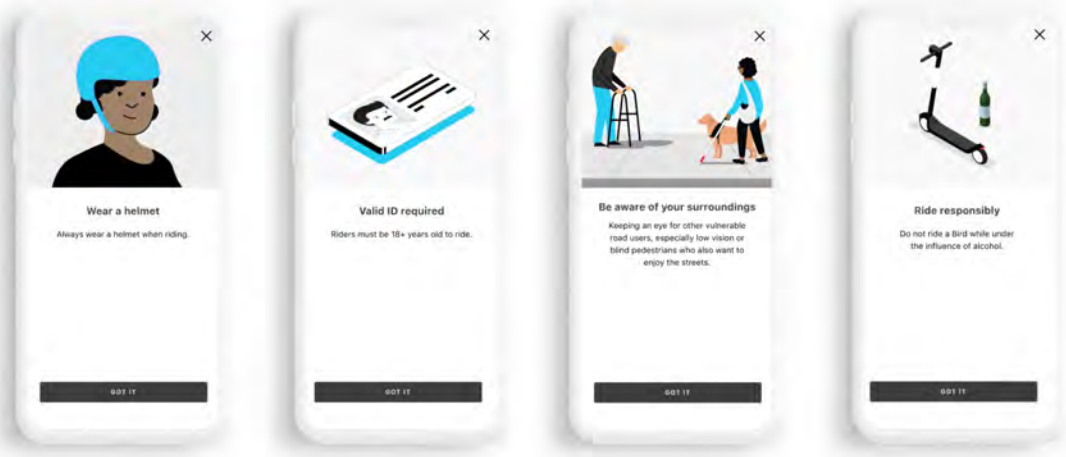

### iii. Digital Assets - In-App, Email, Social Media

In response to COVID-19, Bird has invested heavily in adapting our education materials for a digital audience. We use email, social media, pop-up reminders, and virtual pledge cards, as described below.

**Adapting Rider Education.** Bird has launched new rider educational materials on our website and the Bird app to help keep riders informed on the latest safety recommendations when Birding.

**Email, Social Media and Pop-Up Reminders.** We deliver regular, consistent, localized and updated safety directives and education regarding the proper and safe use of our vehicles via email, social media, push notifications and pop-up reminders. The in-app pop-ups require riders to acknowledge and accept them in order to proceed.

**Pledge Cards.** Bird uses digital pledge cards to help educate riders on local laws and regulations. The cards are presented to riders via an in-app pop-up, requesting that they read and then pledge to abide by each rule. Over 600,000 riders in cities across the U.S. have taken the pledge. We will relaunch the pledge at the start of the new permit period, customizing the cards in partnership with the City to highlight specific rules and regulations.




*Standard Pledge Cards*

### iv. Events and Outreach

Our local team can host free in-person safety training classes via our Safety School, an in-person, how-to-ride safety and training program. Our outreach would focus on wide-reaching, targeted engagements for both existing and new riders. We partner with community groups and safety advocates who have experience with the area's traffic and street

environment. During the events, Bird educates riders on local laws governing the safe operation and parking of devices, hands out free helmets, and distributes ride credits to new riders who engage in our safety quizzes and demonstrations. To raise awareness around this educational program, Bird will highlight upcoming sessions via in-app pop-ups and printed flyers distributed to local community organizations throughout the city. Our team is also expanding and evolving our digital offering to reach more riders, including hosting virtual roundtables and educational events via video-conferencing platforms.

### d. Describe how you will serve and promote ridership in low-income communities and communities of color.

Bird's equity program for Hopkins incorporates a variety of strategies to reduce barriers and increase access to our service among historically underserved communities. The following strategies are based on our on-the-ground experience serving cities around the world and were developed with input from the communities they aim to serve.
**Partners.** We measure the success of our service by the strength of our local partnerships. Beyond maintaining open communication with the City, we will continue to work with community leaders and local nonprofits to gather feedback on our equity program and provide meaningful access to our service within the communities that need us most.
**Outreach to Coordinate Education, Programs, and Deployment.** Bird will highlight our low-income Community Pricing program via informational emails with an embedded link directing eligible riders to sign up. Bird will also support community-scale decision-making through initiatives like our "Request a Nest" campaign, encouraging residents to submit location suggestions for staging and parking corrals via our **online form** to ensure equitable access to our service in their neighborhoods; Bird will forward all of these suggestions to City staff for their consideration.
**Rate-Based Incentives.** Bird is proud to offer a variety of rate-based incentives programs to ensure micromobility is accessible to everyone in the Hopkins community. See page 25 for full details of our discount programming.

### e. Describe how you will provide marketing and outreach materials in multiple languages, including English, Spanish, Hmong, Somali, etc.

In recognition of the diverse language and cultural landscapes of Hopkins, Bird will ensure marketing and educational materials are available in multiple languages, focusing on the area's most commonly spoken languages including, but not limited to, Spanish, Somali and Hmong. Our website and app are also currently available in 36 languages, including Spanish and Somali (see page 18 for full list). We previously conducted outreach with the Hmong American Partnership in the Twin Cities to better understand their community's needs and raise awareness of the program.

> ***When Bird first contacted us and we met to explore our possible collaboration, we immediately concluded that this is a business that is committed to becoming an actively engaged community partner. Now after nearly two years, the Hmong American Partnership has enjoyed our collaboration with Bird during their time in the pilot programs in Minneapolis & St. Paul. Bird has recruited amongst our program participants and has offered discounted rides for all employees of our organization.***
>
> - **May yer Thao, President & CEO of the Hmong American Partnership in the Twin Cities**

Bird uses the following strategies to disseminate information in multiple languages, working with community partners and members of the ethnic press so that our efforts are relevant, culturally sensitive, and effective in engaging a diverse group of Hopkins' residents and international visitors: **1)** distributing advertising flyers to local libraries, community centers, and community-based organizations; **2)** hiring multilingual representatives and ensuring our local Fleet Managers are linguistically and culturally competent; **3)** engaging with ethnic, multicultural and alternative media and digital influencers; **4)** attaching hang tags to e-scooters with multilingual instructions and promotional codes; and **5)** promoting safety communication via Hopkins' bus system.




### f. Describe any discount programs you offer.

Bird is committed to ensuring environmentally-friendly transportation alternatives are accessible to all members of the Hopkins communities. As such, we offer a variety of discount programs, detailed fully on page 25.

**g. Describe how you will help low-income populations or non-English speaking populations understand payment options or discount programs.**

Bird will employ the following strategies to help community members understand and sign-up for discounted customer plans: **1) Email and In-App.** We use monthly emails, in-app messaging (at sign-up and monthly), and regular push notifications to promote Bird Community pricing, reaching 150,000+ riders to date; **2) Online and Social Media.** Plan information is always available on bird.co and is regularly promoted via our social media. We can also advertise with media outlets, such as the Sun Sailor News, and local organizations; **3) Awareness Campaigns.** Building on our experience partnering with transit agencies and services such as CTA (Chicago) and local community and neighborhood events in Minneapolis and St. Paul, Bird can create billboards highlighting our Bird Community plan in Hopkins; and **4) Flyers.** Bird distributes hundreds of multilingual flyers promoting our discount program at neighborhood locations such as the Hopkins farmers markets and Hopkins Public Library.libraries. Each e-scooter will also have a hang tag providing information on how to access our low-income plan.

**h. Describe how you will ensure the system is available for use by populations without smartphones or credit cards.**

To make our devices as widely available as possible, Bird enables riders to rent Birds via SMS text messaging and via phone call. **Create an Account:** Riders create an account by sending an email to access@bird.co or hello@bird.co, providing contact details along with a phone number that can send and receive SMS and phone calls. Within approximately one business day, they will receive an SMS confirming account approval. **Locate a Bird:** Riders spot a Bird on the street or contact our customer service team via phone (1-866-205-2442) or email (hello@bird.co) for assistance locating an available Bird. **Text/Call to Unlock and Begin Ride:** Once riders locate the Bird ID in between the vehicle's handlebars, they can text the ID and the word "unlock" to the phone number they received during the sign-up process. This text message will signal the vehicle to unlock, allowing the ride to begin. Alternatively, they can call a dedicated local phone number to speak to a customer service agent who can remotely unlock the device. **Text/Call to End Ride:** Riders text the word "lock" to the same number. This text message will signal their Bird to lock, completing the ride. The rider receives a follow-up SMS message with the cost of their completed trip. Alternatively, the rider can call the same phone number used to unlock the Bird to have a customer service agent remotely lock it. **Availability:** Bird would not make any changes to the availability of this program during the license term without prior written approval of the Commissioner and the Commissioner of Transportation. **Outreach and Messaging:** Bird will provide, through our website, mobile application and print materials, clear and complete information to scooter users regarding how to access the system through means that do not require a smartphone.

**Non-Credit-Card Payment Alternatives.** Payment type should not be a barrier or deterrent to shared mobility. As such, Bird has and will continue to support and promote a variety of non-credit-card-specific payment options including:

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|---|---|
| **Cash for Bird Credits** | Riders can purchase Bird credits with cash from participating stores. This option is available at 4 retail locations in Hopkins, including Speedway and Walgreens. |
| **App-Integrated Payment Options** | Bird offers PayPal as an additional payment option in the Bird app. Doing so extends the reach and availability of Bird vehicles to those who may not have, or may not prefer using, a personal bank or credit card. Bird's integration with PayPal provides access to the world's most advanced sustainable devices and is currently used by 11% of our riders. In addition to PayPal, the app is fully integrated with Apple Pay and Google Pay. |
| **Prepaid Cards** | Riders can purchase prepaid American Express, Mastercard and Visa cards with cash from retailers across Hopkins. Riders can add their prepaid card as their payment option within the Bird app or when providing their payment information for Bird's text-to-unlock service. |

**i. Describe how you will increase ridership each year.**

Bird uses a combination of in-person community engagement and traditional marketing methods to raise awareness of our program and increase ridership. Hopkins' dedicated Account Manager can work with the City to establish annual ridership goals, monitor progress, and collaborate on additional efforts if needed.

**j. Describe how you will support local bicycle or transportation advocacy efforts and organizations.**

Bird's commitment to transparent and proactive data sharing with cities will help inform and deliver upon Hopkins' vision for a more accessible and connected community by developing and maintaining networks that allow for people

to walk, bike, and ride transit through safe and accessible connections. Our data (detailed on page 26) empowers cities to make critical infrastructure and transit improvements for the benefit of all road users—scooter riders, cyclists, drivers, and pedestrians. Additionally, proceeds from Bird's proposed revenue share to Hopkins can be used to fund the construction of additional bike lanes and other infrastructure features which increase safety for everyone.

**k. Describe other engagement efforts focused on increasing adoption in the community.**

We are confident that our robust outreach and engagement plan, developed based on our experience successfully implementing micromobility programs in 350+ cities around the world, will effectively promote—and increase—adoption in the Hopkins community. Please see page 19.

## G. Funding and Pricing Plan

**a. Describe your sources of capital and financial capacity to deliver your proposed plan and respond to unexpected challenges.**

Bird is the best capitalized independent shared mobility provider. This independence and laser focus lead to an unmatched and unwavering commitment to micromobility—one not clouded by revenue streams tied to gas-powered vehicles. Our independently audited financials support this. Under the leadership of our highly experienced management team, Bird possesses a demonstrable track record of operating success and has generated compelling unit economics even during the COVID-19 pandemic. In 2021, Bird's average Ride Profit Margins were 47% (Ride Profit Margin demonstrates the profitability of each ride taken in our cities). We expect to see continued margin improvement going forward. Ensuring that we are a micromobility provider that has a long-term sustainable operation that cities can rely on for years is a top priority at Bird.

Our November 2021 public listing on the New York Stock Exchange (NYSE: BRDS) underscores our strong balance sheet and attractive growth profile with $309 million of pro forma cash and cash equivalents, including $264 million raised as part of the public listing. Additionally, we have a $150 million vehicle financing debt facility to support further investment in innovative vehicle technology and expansion in the coming years. These commitments both reflect Bird's strong, sustainable financial performance today and its ability to commit to long-term innovation and partnership with cities in the future. Combined, Bird's global scale, stability, meaningful access to capital as a public company, and constant innovation ensure we can continue to operate in competitive, multi-vendor markets as well as face-off any unforeseen headwinds.

**b. Describe your pricing philosophy, fee structure, membership or incentives programs, and capacity to implement incentives or dynamic pricing (based on trip beginning/ending location and/or time).**

The foundation of our pricing philosophy is that environmentally friendly transportation alternatives should be accessible to everyone. In order to achieve this, we use a variety of strategies to reduce barriers and increase access to our service among underserved communities, including several reduced fare programs to ensure micromobility is affordable for all Hopkins riders.

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|---|---|
| **Bird Standard Pricing** | Birds will be available for an unlock fee of $1 and a per-minute fee of $0.39. |
| **Bird Community Pricing** | This program provides a 50% discount off our standard unlock and per minute fee to the following eligible riders: low-income residents, veterans, seniors, Pell Grant recipients, and employees of pre-approved community organizations. |
| **Healthcare Workers COVID-19 Program** | To support communities during the COVID-19 pandemic, Bird provides two free 30-minute rides to healthcare workers and emergency personnel daily. Eligible riders can sign up by emailing a copy of their medical ID card to together@bird.co. To date, 2,500+ healthcare personnel have enrolled in the program and have taken 115,000+ rides. |
| **Business Subscription Program** | This program enables local businesses to purchase ride coupons for their employees to encourage eco-friendly commuting. The program can be customized to meet individual company budgets and preferences. To encourage adoption, Bird offers bonus rider credits to each employee for any month in which 75% of credits are redeemed. |

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| **Ride Passes** | To accelerate a shift away from cars for short-distance trips, Bird offers several ride pass options including **1) Daily Pass:** $19.99 for unlimited rides ; **2) Weekly Pass**: $1.99 for free unlocks; and **3) Monthly Pass:** $5.99 for free unlocks. We can also offer an hourly or annual ride pass if desired by the City. |
| **Special Fare Programs** | Bird regularly promotes special fare programs in response to local needs like our Free Rides for Teachers in 2020 and Roll to the Polls initiative that provided free rides to voters during the last presidential election and the 2021 municipal elections. |

**c. Describe your plan for branding and/or sponsorship recognition on bikes or scooters and/or stations as applicable.**

Our vehicles all feature the Bird logo and a unique identifier visible from 13 feet away. Bird's financial model does not include sponsorship programs. If Hopkins wants to pursue a sponsorship to supplement program funding, however, we would be open to exploring sponsorship opportunities so long as the brand's values align with our own. In such a case, we would direct all revenue back to Hopkins to use at its discretion, to support program costs, and/or to fund programs which increase accessibility to ride share. In the past, Bird has collaborated with household names including Spotify, NBC, Bumble, Lululemon, and Marc Jacobs.

## H. Technology and Data Plan

**a. Describe your plan to share data with the City. Describe the formats, tools, and services you will provide for City staff to access data, receive reports, and access archives.**

**Bird will comply with all requirements including but not limited to those outlined in Appendix A, Section 6 Technology and Data Systems.**

Bird offers the most transparent and robust data sharing to our partners to support the needs of local officials, urban planners and engineers. Such data can be used to see how people move throughout Hopkins each day, and help guide Hopkins' ongoing efforts to reimagine its built environment to include more micromobility options as part of its Comprehensive Plan. It is also used by Bird and the City to adjust operations in the short- and long-term, from changing nest locations based on rider patterns to adjusting fleet size to meet demand. Bird provides our partners with real-time access to data feeds, ensuring accountability and transparency in our service. Whereas other operators use a batch processing model (grouping data together and collecting it intermittently), Bird uses stream processing to continuously collect and analyze program data, enabling cities to track the movement of devices within their public right-of-way in real time. Anonymized Bird data is also being used by some research institutions, such as UVA and Arlington County, to study micromobility use, road safety, and transit connectivity.

Our key data products include: **1) Mobility Data Specification APIs**: These APIs provide detailed information about device movements throughout the day, including route data for each trip and device status changes as they happen; **2) Virtual Dashboard**: Our easy-to-use dashboard is updated hourly to show what is happening in the public right-of-way; **3) GBFS API**: This API provides the latitudes and longitudes of available Birds within a jurisdiction and can be ingested by third-party trip-planning applications; and **4) Flat File Reporting**: On a monthly or weekly basis, Bird can provide the following standardized reports in PDF or CSV format: unique active riders; number of trips per day; individual trips, including trip ID, Bird ID, start time and location, end time and location, duration, distance and cost; number of vehicles in service per day; utilization; complaints; safety incidents; and device maintenance history. See Appendix 6 for detailed descriptions of what data is made available, and images of our city dashboard.

**b. Describe your plan to publish data to the general public. Describe the formats, tools, and services you will provide for the public to access data, receive reports, and access data archives.**

Bird believes in making public our data in order to promote efforts to expand safe and sustainable micromobility transportation. Bird has participated in the development of the General Bikeshare Feed Specification since 2019. We believe this standardized data feed for shared mobility system availability is the best way to make data available to the general public as it gives a full picture of our operations, while also protecting user privacy. We currently make a specification compliant GBFS 2.2 feed when requested by cities, either as a fully open feed, or with token access granted upon request to any member of the public. We make these feeds available in open data portals throughout Europe, including France and Switzerland. Bird actively participates in projects coordinated by both government

agencies, such as the City of Austin's open data portal, and data aggregators, like Ride Report's open data portal in Portland, OR,to make data available to the public.

**c. Identify the tools and resources that you will use to produce regular reports for the City.**

See page 26 for details on the data tools and resources Bird uses to produce regular reports to the City.

**d. If you provide services in neighboring or adjacent towns, explain how your metrics and reporting will identify initiatives and requirements that are specific to Hopkins.**

Bird deploys vehicles in multiple jurisdictions near Hopkins, including St. Louis Park and Minneapolis. Data from these operations can provide guidance to help inform our initial approach to deployment, such as recommending fleet size and influencing deployment zones. Should Hopkins eventually wish to explore cross-jurisdictional riding in the future as part of the Thrive MSP 2040 comprehensive plan, data from nearby cities would be used to help implement this.

**e. Describe the digital capabilities of the devices and the system. Address topics such as: sensors, GPS accuracy, digital displays, wireless communication radios, and other digital features of the devices.**

| | |
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| **Sensors** | All devices are connected to Bird AI, an advanced and proprietary operations management system developed by our team specifically for shared vehicle networks. The system connects to and communicates with every vehicle in our fleet, monitoring status and location via onboard diagnostic sensors and advanced location tools. Bird AI features a proprietary machine learning algorithm, which evaluates tens of millions of real-time and historical observations to help our data scientists and Fleet Managers determine when and how to deploy, rebalancing requirements, charging and collection needs, as well as predict when a vehicle will require maintenance. See page 10 for more details. |
| **GPS Accuracy** | Bird One is equipped with sophisticated GPS technology, capable of providing real-time location data accurate within three feet, a 500% improvement over the 15 feet industry-standard. In addition to supporting accurate geofencing, our GPS technology enables us to track the vehicle in real-time. |
| **Digital Displays** | Bird Three is equipped with an on-vehicle digital display which provides riders with an audible warning and can show a visual warning. |
| **Onboard Operating System** | On-board operating system provides IoT communications and advanced anti-theft encryption. Also features a multi-mode wireless geolocation and tracking system using GPS, GLONASS and BDS. |
| **Other** | Birds with long-range radar that enables us to locate them even if they have been disconnected from our server; for example, due to vandalism. The radar's battery can last up to two years while the sensor lies dormant and, once the sensor is activated, emits a signal that allows our teams to isolate the precise location of the device. |

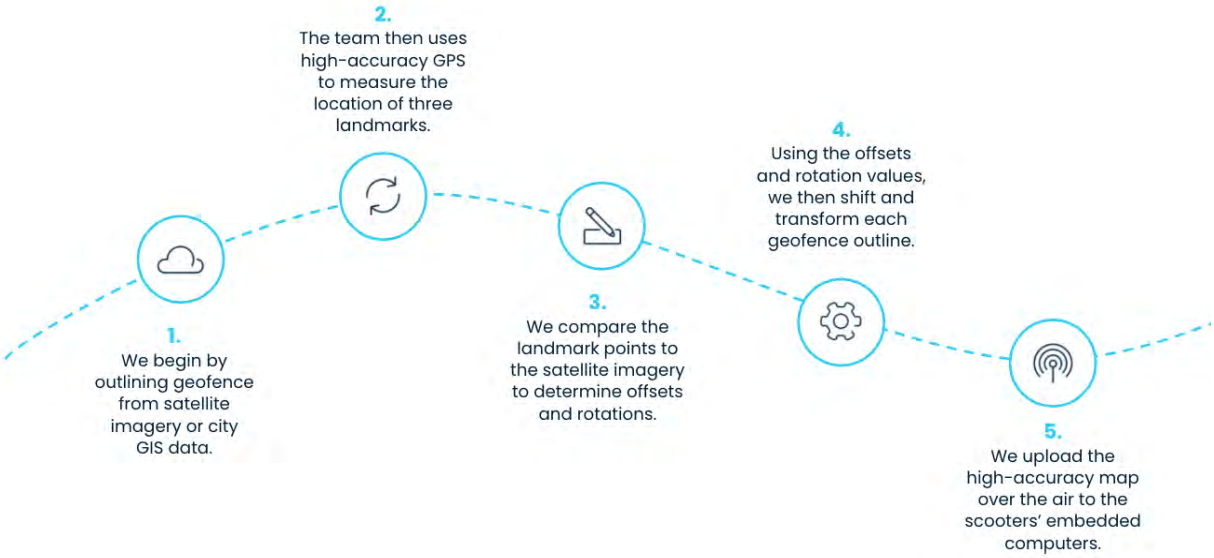
**f. Describe your methods for defining geofenced areas if this is applicable to your service model.**

Bird was the first operator to introduce geofencing for shared electric micromobility. Our experience, combined with technological advancements in geofencing to improve accuracy and responsiveness, set the industry benchmark for location-based fleet management and compliance. Our geofencing technology is built upon three core pillars—including onboard maps, precise map data, and improved device location accuracy—and can be quickly deployed in 24 hours or less.

**Onboard Maps.** Bird's geofences are applied at the vehicle level via our latest devices' onboard embedded computer, which can store over **25,000 geozones** per city or university. This allows for highly accurate detection and enforcement within **0.3-0.5 seconds**. Our new system differs significantly from operators that rely solely on the cloud or GPS to

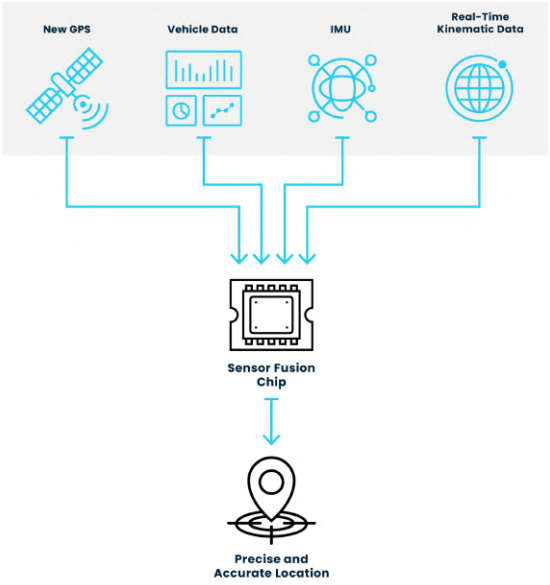
enforce geofences. Those first-generation systems lose valuable seconds as the vehicle must communicate with the cloud to determine geofence permissions, resulting in a response lag of up to 30 seconds. This means a scooter traveling at 10 mph will travel the length of over one football field before it responds. By processing geofencing in near real time, Bird's system significantly increases both rider and pedestrian safety.

**Map Data: Sub-Meter Accuracy.** For geofencing to work effectively, each zone must be drawn and virtually mapped—based on local rules—to create boundaries to govern the service area. However, existing GIS and satellite imagery are often unreliable for zone creation due to lens distortion, image warping, and tectonic plate movement. To address this, Bird built a new robust process to enable our teams to create geofence zones with sub-meter precision.




**Location Accuracy.** Our latest devices are equipped with our advanced Vehicle Location System (VLS) that uses a proprietary sensor fusion microchip to fuse real-time data about the vehicle (e.g., wheel speed, turning history) with GPS signal to provide richer, more robust vehicle location information and position.

For standard GPS to work effectively, the location chip on a device needs to "see" a GPS satellite. Interference can be caused by obstructions like inclement weather or large buildings, resulting in an urban canyon effect that dulls or blocks the GPS signal. To address this, we designed our sensor fusion chip to prioritize redundancies to provide a fault-tolerant system that can continue operating properly even if one or more components fail. As a result, our VLS tracks a device's accuracy within as little as one foot in even the most challenging environments to ensure geofence enforcement is never compromised.




| VEHICLE LOCATION SYSTEM: DATA SOURCES | |
|---|---|
| **New GPS** | 2-3x more satellites and new GPS bands (For example, 4G → 5G technology) |
| **Vehicle Data** | Vehicle data includes wheel speed and turning data to provide more robust vehicle location |
| **Inertial Measurement Unit (IMU)** | A sensor that detects the accelerations acting on the vehicle and its orientation in space; contains accelerometers and multi-axis gyroscopes |
| **Real-Time Kinematic Data** | Atmospheric data that corrects the GPS signal for Ionospheric interference |

**g. Describe the process by which user routes will be traced. If tracing is created from interval based XY points, describe what the timing intervals will be and how you will ensure that interpolated lines are accurate to within 3 meters per the requirements for spatial data accuracy. Mobile apps and web tools that require login should be supplied with a demo login account and instructions to download or web URLs to access.**

**Bird One:** Bird One is equipped with sophisticated GPS technology, capable of providing real-time location data accurate within three feet, a 500% improvement over the 15 feet industry-standard. In addition to supporting accurate geofencing, our GPS technology enables us to track the vehicle in real-time.

**Bird Three:** Powered by Bird Three's 200+ on-vehicle sensors and our new Vehicle Location System (VLS), Bird is able to track our vehicles' location in real time. This advanced embedded technology exponentially increases the accuracy and precision of our vehicles to pinpoint vehicles within 12-36 inches by calculating inertial measurements and wheel speed. Our sensor fusion algorithm synthesizes data from GPS signals and on-vehicle sensors to deliver the most accurate vehicle location data in the industry. We will work closely with City staff to leverage our VLS technology to prevent sidewalk riding, improve parking compliance, regulate speed zones and more. Unlike camera-based solutions that are less weatherproof and prone to failure, VLS is power efficient, scalable, and delivers highly stable performance in all weather conditions.

## I. Consumer and Protection Plan

**a. Describe the types of data you would collect, and how you store the data. Include mention of all third-party systems that would come in contact with customers' personally identifiable information.**

We are committed to responsible data sharing with the city and related partners but do not and will not sell any customer data. We openly collect and share real-time ride data (that does not enable anyone to associate a specific rider with specific trips) with city and university partners in GBFS and MDS formats so as to promote compliance, improve operations, and complement transit planning. In addition to our own internal data responsibility framework, we uphold California's CCPA and Europe's GDPR requirements.

Bird collects only the data needed to deliver our service and compliantly share data with cities. We collect the following user data as part of our rider onboarding process: device ID, user's full name, birthdate, home address, email address, and information from the user's identification card.

During initial signup, we inform our riders of exactly which data will be collected, provide them the opportunity to opt-out and advise them if opting out will impact their rider experience. For example, upon downloading the app riders are informed that location services will be used but it is only necessary to enable "while using the app" to achieve a strong rider experience.

Establishing a holistic data responsibility framework is a key tenet of Bird's operational model. For example, we tune the amount of data we collect and store for ID verification to meet specific market needs, collecting only the minimum necessary to ensure compliance. Our responsibility framework, which we have workshopped with cities and researchers across the country, is based on the following principles: **Privacy First:** If it's collected, it's protected. **Less Is More:** Only collect what's necessary. **Safe and Secure:** Use the highest encryption standards to protect data. **City Centric:** Focus on using data to improve micromobility programs. **Purpose Driven:** Promote compliance, inform policy, and improve planning. **Collaborate and Share:** Build best practices together with cities.

**b. Describe your procedures for anonymizing data for distribution to the City and general public.**

Bird is committed to responsible data sharing with city and related partners but does not and will not sell any customer data. In addition to our own internal data responsibility framework, we uphold the CCPA and GDPR. We collect and share real-time ride data, in accordance with GBFS and MDS specifications, that does not enable anyone to associate a specific rider with specific trips. Our goals in doing so are to validate program compliance, improve operations, and inform infrastructure planning. See page 26 for details about how Bird will share data with the City.

**c. Discuss your systems and data security practices. Specify what technical protocols and data standards will be used to ensure customer data privacy and security.**

Bird follows best practices to ensure the security and protection of all sensitive data. Our approach evolves as risks change over time and includes the following elements.

**The Industry's Only Dedicated Data Security Team.** Bird is the only micromobility provider with a robust full-time team dedicated to developing new capabilities for detecting signs of data breaches and other security incidents. This team also delivers safeguards and processes to assess the risk of partners and vendors that may have access to Bird's networks and data. Ultimately, they are responsible for assuring Bird's record of vehicle and data security is unmatched. To date, Bird has never suffered a malicious hack or data breach.

We have 15 subject-matter experts distributed across multiple teams dedicated to data security, including:

- **Mobile App Security Team.** This team focuses on ensuring that any software and code developed by Bird follows secure development practices and is reviewed for vulnerabilities.
- **Vehicle Security Team**. This team focuses on securing vehicle hardware and firmware to address the risk of dangerous hacking or tampering activity that could endanger riders.
- **Infrastructure Security Team**. This team focuses on securing the systems that store Bird data and detecting signs of potential hacker activity.
- **Red Team**. This team focuses on simulating hacker activity to test our security systems and find opportunities to further improve Bird's security.
- **Global Security Operations**. This team focuses on physical security protections to ensure our data cannot be stolen by physical methods like burglary.

**Certified Protections for Customer Payment Data.** Every financial transaction is secure, and all personal information is protected using industry-standard encryption. Bird neither stores nor accesses credit card information. All sensitive payment information is handled entirely by a large third-party payment processor who implements PCI-DSS Level 1 controls. Bird will provide our most recent third-party PCI audits to the City bi-annually. Bird can provide PCI-DSS level 1 certification upon request.

Bird is a certified PCI Level 1 merchant and is audited annually by a third party to confirm Bird's compliance and that the specific data security controls required by PCI regulation are in place. In 2020, third-party auditor NCC Group certified Bird's security controls and best practices to PCI Level 1 requirements.

**Continuous Third-Party Testing of Security.** Security is an ongoing process, requiring constant testing, improvement and updating. Consequently, our approach evolves as risks change over time. Bird routinely engages with third-party security firms to advise on security best practices and specific risks. We also engage third-party security experts to test our applications, websites, backend and e-scooter security. Additionally, Bird was the first micromobility company to invest in a security bug bounty program to reward security researchers who discover and report security issues.
**Safeguarding Rider Data.** Bird does not share or sell rider data to any third parties. Bird uses reputable third-party technology providers, like Amazon Web Services, to store and process Bird data, and we have legal terms in place that strictly forbid them from accessing Bird data for their own purposes.

**Guarding Against Breaches.** Bird focuses on taking every step to protect sensitive data by securing it on our servers. We developed rapid anomaly detection and response capabilities to limit the impact of security incidents. We maintain up-to-date cyber insurance from a major provider. Bird's company computers have world-class endpoint protection software installed and are monitored 24/7. To date, Bird has not identified any security data breaches.

Multiple engineers on the Bird Security Team have formal experience and training with breach investigations, forensics, and incident response handling. Bird maintains an incident response plan that outlines specific protocols for handling various breach scenarios based on severity, known legal obligations related to customer privacy and personal data. We also maintain a forensic security team on retainer so that, in the event of an incident, Bird can work quickly and efficiently to detect, contain and neutralize any incidents.

Bird's incident response plan contains internal escalation protocols to ensure that the appropriate stakeholders from our Legal and Executive Leadership teams are notified of incidents at the appropriate time. Bird's incident response plan also has protocols for escalating to specialized external parties including law enforcement contacts and third-party breach response partners.

**Employee Education**. Every employee at Bird goes through mandatory security awareness training on their first day to learn about data security threats like phishing as well as how to notify the Bird Security Team if they believe they have encountered indicators of a security incident. We provide ongoing education for employees regarding signs of anomalous activity and best practices that optimize our ability to detect and respond to potential security incidents.

**International Security Standards.** Bird is in the process of securing certifications for maintaining compliance with ISO 27001 and System and Organization Controls 2. These internationally recognized security standards, used by other well-established technology giants like Tesla, Google and Apple, will ensure Bird's policies and procedures for managing information security align with international best practices. As the only micromobility company working to secure these certifications, we are proud to lead the industry in data protection and demonstrate our continued commitment to robust safety and privacy controls that riders and cities can trust. Bird's Governance Risk Compliance Officer is leading our certification process, and we anticipate being fully certified for both standards in Q1 of 2022.

**d. Describe internal procedures for maintaining secure access to minimum necessary staff.**

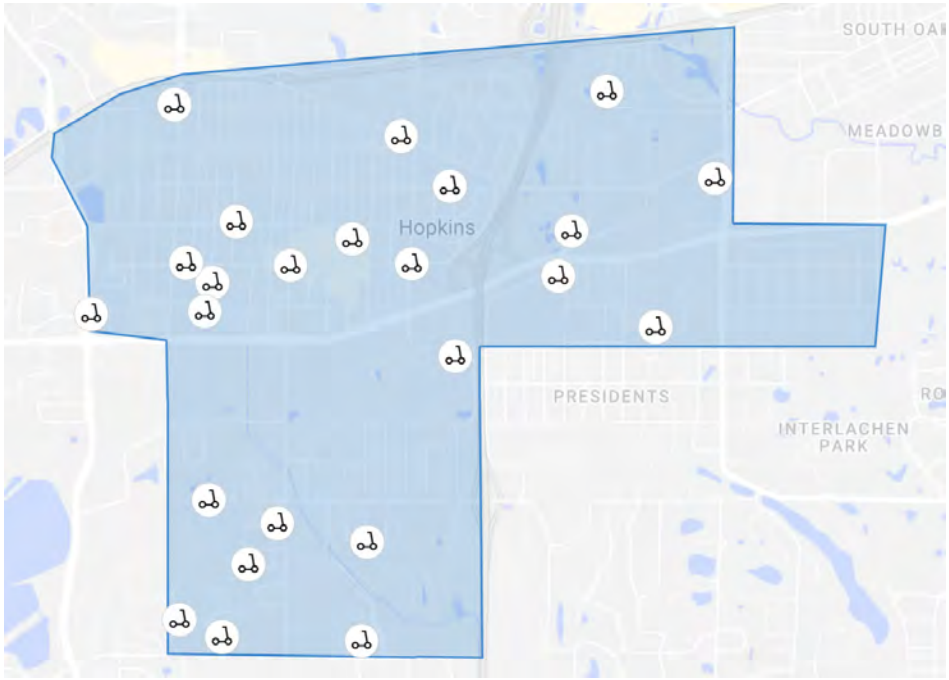
Bird will ensure we maintain secure access to minimum necessary staff throughout the program. If a Fleet Manager fails to meet contractual KPIs and SLAs or chooses to leave the program, we replace staff in a timely manner following the same process as our initial hiring (see page2 for more details on KPIs, SLAs and hiring practices).

**e. Identify all third parties that will receive customers' personally identifiable information and the reason(s) why and frequency for each.**

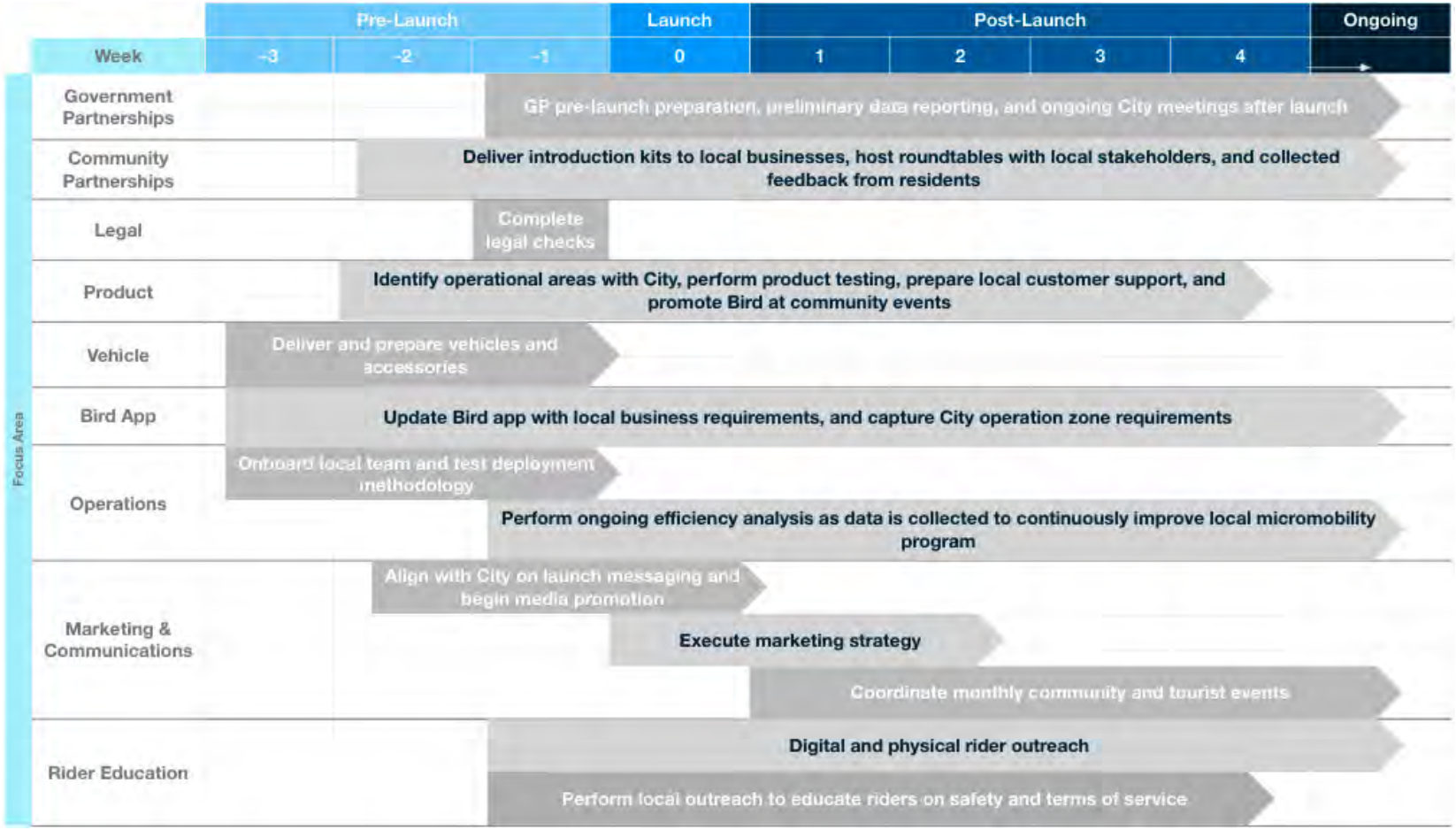
Bird does not share or sell rider data to any third parties. Bird uses reputable third-party technology providers, like Amazon Web Services, to store and process Bird data, and we have legal terms in place that strictly forbid them from accessing Bird data for their own purposes. Law enforcement requests are the only event in which Bird would share customer's personally identifiable information. Bird places the highest priority on law enforcement requests while balancing our obligations to protect users' personal information in our privacy policy. See our full privacy policy **here**.

# Appendices

## Appendix 1: Proposed Service Area and Deployment Locations



# Appendix 2: Implementation Plan

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## Appendix 3: Minimizing Vehicle Trips and Impacts on the Right-of-Way

We work closely with representatives from advocacy organizations around the world to ensure our protocols for keeping paths of travel accessible for all community members are rooted in local understanding and community engagement. Bird AI logs every report to identify trends in order to tailor local operations on a block-by-block, day-by-day basis. Bird is committed to minimizing vehicle trips and impacts on the right-of-way associated with our redistributing efforts. As part of these efforts, we employ a number of unique and tailored operational strategies, as detailed below.

| Solution | Details | Minimizing Impacts on the Right-of-Way | Minimizing Vehicle Miles Traveled |
|---|---|---|---|
| **Fleet Manager Compliance** | Bird promotes responsible shared use of the street through our in-depth Fleet Manager training, emphasizing maintaining ADA access, mitigating implicit bias, and respecting the community.<br>**Impact:** We educate and train all Fleet Managers on how to safely and legally park their vehicles when retrieving Birds for recharging, redistributing, or maintenance. | ✓ | |
| **Extending Battery Range and Charge-Hold Time** | Our latest vehicles feature a waterproof, high-capacity battery with an extended range, as well as an advanced battery management system, enabling them to hold a charge range of 35 miles over 60 days.<br>**Impact:** This dramatically reduces the need to recharge vehicles, helping our local teams reduce the need for frequent operational trips. | | ✓ |
| **Utilizing Off-Peak Hours** | Our operations platform uses machine learning and predictive modeling to determine daily deployment needs across our service area.<br>**Impact:** We use this information to proactively deploy Birds each morning during off-peak hours, limiting traffic congestion. | ✓ | ✓ |
| **Enforcing Safe Parking Practices During Operations** | We require consistent and continuous training to ensure our Fleet Managers use best practices when retrieving and redistributing devices, including no double parking or blocking of ADA access.<br>**Impact:** Utilizing this software helps Bird mitigate the negative impacts of our operations on the right-of-way. | ✓ | ✓ |
| **Field Mechanics** | Bird's local team performs basic maintenance in the field.<br>Impact: This avoids the need to transport vehicles to a local service location for minor repairs. | | ✓ |

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# Appendix 4: Vehicle Information and Images

## Bird One

| Bird One Features | Specification Details |
|---|---|
| Foot Placement | Wide footboard is designed for accessibility and balance.<br>19.4" x 6.1" |
| Dimensions and Design | 43.4" x 18.6" x 46.3" |
| Tires and Wheels | 9" x 2" semi-solid |
| Brakes | Rear drum brakes provide reliable, safe and responsive slowing and stopping. This includes enabling users to make a braked wheel skid on dry, level, clean pavement, ceasing motor function when the brakes are applied.<br><br>Bird One also features regenerative braking capabilities. During a ride, this provides safe deceleration while converting kinetic energy into a form that can either be used immediately or stored until needed, increasing battery range by up to 10%. |
| Kickstand | Bird One is equipped with a single, side kickstand capable of keeping the device upright when not in use. |
| Speed Governor | Our on-vehicle speed governor limits the top overall motor-powered speed to less than 15 miles per hour. |
| Battery | 461 Wh (12.8 Ah) (40-cell) |
| Drive Wheel | FWD |
| Motor Wattage | 350W |
| Battery Range | 30 miles |
| Security and Anti-Theft | We increased redundancies in our security systems, protecting riders by deterring theft and malicious hacks with enterprise level anti-theft encryption software not seen from other operators. |
| Weight | 38.4 lbs |
| Climbing Slope | 10% grade |
| Max Load | 220 lbs |
| Frame Material | Aluminum extrusion |
| Operating Temperature | 14°F–140°F (-10°C–60°C) |
| Sensors | Tip-detection sensors |

| | |
|---|---|
| Neck/Mallard Status Lights | Small status light |

## Bird Three

Bird is pleased to offer Yonkers our newest and most advanced e-scooter, the Bird Three. The world's most eco-conscious e-scooter, Bird Three is the culmination of over four years of experience working in partnership with 350+ cities globally to turn drivers into micromobility riders. Our in-house team of engineering and vehicle design experts developed it to provide the safest, smartest riding experience possible—all with an unrelenting focus on accessibility and sustainability

### A Most Sustainable Battery

- **Increased Capacity:** Bird Three has a battery capacity of up to 1 kWh, meaning it requires less frequ charging and delivers more miles traveled on a fully charged battery than any other shared scooter today. More miles traveled leads to more sustainable rides and, ultimately, decreased carbon emiss throughout the vehicle's entire life cycle due to dramatically reducing the number of operational trips to recharge it.
- **IP68 Rated:** Industry's best protection against water and dust damage keeps Bird Three batteries s running past 14,000 miles. We engineered our batteries to last up to four times longer than our sco ensure they are responsibly recycled at their end of life. Bird is also exploring giving these cells a se other devices.
- **Structural Integration:** Like the batteries used in the newest Tesla models, Bird's structural batterie vehicle mass, improve range and sustainability, and remain connected to Bird Three's telematics an communications.
- **Hermetically Sealed Battery Casing:** Fully weatherproof and tamper-proof casing keeps riders safe minimizing the risk of battery damage and/or theft.
- **Smart Battery Management System (BMS):** Our BMS alerts our local teams to immediately unplug charging is complete, reducing strain on the battery and extending life. Longer-lasting batteries with range means fewer batteries needed and a lower carbon footprint.

### B Unrivaled Durability

- **Multi-Material Chassis:** Material properties include aerospace-grade aluminum, which provides bes durability.
- **Impact Resistant:** Independently tested and verified to withstand more than 60,000 curbside impac Three is built for the rigors of shared use.
- **Anti-Tip Kickstand:** Bird Three stands upright on any surface and is very difficult to tip over thanks multiple points of contact with the ground.

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- **Automotive-Grade, Self-Sealing Pneumatic Tires:** Our proprietastorary tire design ensures a soft r surfaces without risk of getting a flat or requiring complicated suspension systems that are prone t issues.

## C Industry-Leading Braking

- **Dual Independent Brakes:** Superior braking performance on each wheel results in a stopping distar than 7 feet at full weight capacity (250lbs).
- **Autonomous Emergency Braking:** The industry's only active safety technology designed to detect failure and intervene to prevent an accident.
- **2x Hidden Brake Cables:** Hidden and covered brake cables to increase protection against weather and vandalism.

## D Smart Acceleration Technology

- **Dual-Sensor Throttle:** Automotive-grade acceleration that provides functional safety and absolute speed control through two independent measurements.
- **Beginner Mode:** A gentle acceleration option that lets new riders gradually work their way up to ful

## E Proprietary Bird Operating System

- **Over-the-Air Upgrades:** Our industry-leading operating system allows us to instantly and wirelessly latest system updates to Bird Three.
- **Accurate Geofences:** Bird OS enforces strict adherence to speed limits, no-ride and slow zones.
- **Auto-Calibration:** Brake sensors are automatically calibrated to ensure accuracy and safety.
- **Anti-Theft Encryption:** Encrypted embedded software keeps riders safe and helps deter theft.

## F Real-Time Diagnostics

- **Real-Time Fault Detection:** Millions of daily autonomous fault checks self-diagnose and report hun unique events, from abnormal battery temperatures to a sticky brake. This technology makes it eas to manage its devices remotely and allows our teams to quickly locate distressed vehicles before d vandalism can place riders at risk.
- **200+ On-Vehicle Sensory Inputs:** Fully customizable diagnostic sensors monitor every component Three.

## G Intuitive Handling for All Riders

- **Extended Chassis:** A longer wheelbase provides more stability on all terrains, creating a better vehi people of all shapes and sizes and improving riders' overall comfort.

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- **Wider Handlebars:** A wider grip makes Bird Three's handlebars easier to grasp and provides better l
- **Self-Centering Assisted Steering:** The only e-scooter that provides self-centering steering assistar improve safety and stability when riding over rough terrain.
- **Antimicrobial Grips:** Added protection helps keep all riders healthy and safe.

## H Exceptional Visibility

- **Neck Status Light:** New, highly visible status indicator lets riders and team members immediately k health and charge of a vehicle even from across the street.
- **German K-Mark-Certified LED Headlight and Brake Light:** High-powered automatic lighting certifie highest standards of road safety provides superior visibility while riding, even during daylight hours.

### Bird Three Additional Specs:

| | | | |
|---|---|---|---|
| **Physical Dimensions (L x W x H)** | 47.7" x 19.3" x 46.8" | **Kickstand** | Dual, center |
| | | **Color** | Silver and electric sky blue |
| **Deck (L x W)** | 26" x 6.2" | **Headlight** | German-certified white light that can be clearly seen at least 500 feet from the front. Federal and state law compliant. |
| **Deck Height** | 6.85" | **Tail Light** | German-certified red light that can be clearly seen at least 500 feet from the back. Federal and state law compliant. |
| **Ground Clearance** | 3.9" | **Horn / Bell** | Bell |
| **Branding** | Bird branded with no third-party advertising | **Reflectors** | Front, rear and side amber reflectors (UN ECE R3) that can be clearly seen at least 160 feet from behind when a vehicle's headlights shine on it. |
| **Weight** | 52.9 lbs | | |
| **Battery Capacity** | 763 Wh (21.0 Ah) (60-cell) | **License Plate Bracket** | Yes |
| **Battery Enclosure** | Fixed, under the deck | **Communications** | Bird VCM 4.0, GPS, Bluetooth, VLS |
| **Voltage** | 36V (nominal) 42V (max) | **Display Tech** | 240x240 LED |

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| | | | |
|---|---|---|---|
| **Max Speed** | 19 mph; can be lowered in certain geofenced areas or universally if City requests. | **Operating Temperature** | -4°F to 140°F |
| **Range** | 35 miles | **Storage Temperature** | -40°F to 176°F |
| **Climbing Slope** | 20% grade | **Charging Temperature** | 32°F to 122°F |
| **Max Payload** | 250 lbs | **Supported Chargers** | 4A - 5.8h<br>3A - 7.4h<br>2A - 10.7h<br>1.7A - 12.4h |
| **Wheel Size** | 10” x 2.5” | | |
| **Tire Type** | Pneumatic/sealant | **Weather Rating** | Chassis IP67 / Motor IP67<br>Brain IP67 / Battery IP68 2m 2hrs |
| **Drive Wheel** | RWD | | |
| **Power Output (motor)** | 200W (nominal)<br>33 Nm (max torque) | **SKU (Region)** | VA-00005 (U.S., EU)<br>VA-00011 (Brainless) |
| **Locking Technology** | Remote self-locking system; when not rented, the throttle is inoperable and brakes are deployed making it impossible to ride the vehicle | **State and Local Compliance** | Bird Three is fully compliant with all applicable state and local laws and regulations. |

**Bird Three Safety Standards:**

| Safety Standard | Details |
|---|---|
| **UL 2272 (Personal Hovercraft Safety)** | Voluntary safety certification standards centered around specific personal mobility devices. |
| **UL 2271** | A certification that ensures battery safety. |
| **ISO 12100 (Safety Risk Assessment)** | Safety and risk assessment principles to avoid danger and risk centered around machinery. |
| **UL 991** | Safety standard that tests the safety of the sophisticated software crucial to the proper and safe functioning of the battery pack, as well as how the battery interacts with the system as a whole. |
| **UL 1642 Certification** | A safety standard for lithium batteries. |
| **IP67 (chassis)**<br>**IP68 (battery - Bird is the only micromobility company offering a battery that has achieved this rating.)**<br>**IP67 (brain)**<br>**IP68 (PCM)** | The IP code is a classification system developed by the International Electrotechnical Commission that rates the degree of protection against intrusion, dust, accidental contact and water. |

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| | |
|---|---|
| **FCC 47 CFR Part 15** | Emissions and transmissions standards. |
| **Battery CB (IEC 62133)** | Specific requirements and tests for the safe operation of batteries and cells. |
| **UN/DOT 38.3 Certified** | Regulations to ensure the transport safety of our batteries. |
| **CE Low Voltage Directive** | A general electrical safety test sequence. |
| **REACH** | Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) certificate ensures devices are compliant with EU regulations related to restricting the levels of specific chemical substances in all imported goods. |
| **RoHS** | RoHs (Restriction of Hazardous Substances) certification ensures electronic equipment does not include a number of hazardous materials restricted by the EU. |
| **CE RED EMC/Safety** | The EU's Radio Equipment Directive (RED) manufacturing standards for radio products relating to their health and safety, electromagnetic compatibility (EMC), and efficient use of the radio spectrum. |
| **WEEE** | Certification proves a company is compliant with the EU's Waste Electrical and Electronic Equipment regulations. |
| **IEC 60335-1** | Electric battery charger safety. |
| **Manufactured by an ISO 9001:2015 Supplier** | A certification that requires a documented Quality Management System and Processes, regularly audited by independent firms. |

### Anti-Tipping Technology

In addition to an anti-tip kickstand, each Bird features several sensors, including a gyroscope that checks in every 30 seconds when idle or 5 seconds while being ridden. The system automatically alerts our field team if a device has been left (intentionally or unintentionally) on their side. Once we have been alerted that a vehicle is tipped over, we send a local staff member  to adjust and properly repark the vehicle.

## Bird Bike and Accessible Vehicles




**Bird** Bike

*An advanced e-bike designed for shared use, the Bird Bike offers an accessible, green and socially distanced mode of transportation that empowers residents to more easily navigate local neighborhoods. Bird Bikes are docked or dockless and can be parked at specified stations.*



**Bird** Universal

**COMING 2022**

*Currently in development, Bird Universal is a robust three-wheeled, seated device designed with input from the disability community to accommodate a wide range of users.*

# Appendix 5: Parking Infrastructure

### Physical Signage

Bird can provide highly visible signage to help riders easily locate approved parking locations. We offer a variety of signage solutions, including standing, wall or ground mount. Our signs can be placed on any street sign adjacent to the Bird parking solution, or on building facades for partnering businesses or institutions like hospitals, universities, or museums. All signage is reflective for high conspicuity and can include braille script.



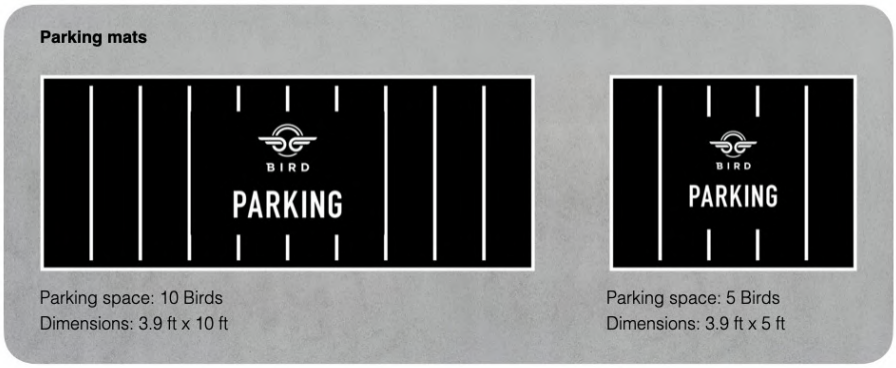

### Parking Stencils

Best for sidewalks with low to moderate pedestrian volumes, in front of retail businesses, or at park/plaza edges, where stencils will have reduced physical impact on the street floor. Our parking stencil consists of four white, reflective brackets that are highly visible in low light. They are fully adjustable to fit available space and accommodate the desired number of vehicles, in addition to being weatherproof and waterproof to withstand rain and other precipitation.

| | |
|---|---|
| **Space Requirements** | 11 in x 11 in (each bracket) |
| **Marking/Signage** | White reflective brackets. Adjustable based on given infrastructure needs. |
| **Installation** | Our stencil is available in both a vinyl form with an easy adhesive installation and a paint version that uses aerosol marking paint. |

### Parking Mats

Best for mitigating parking clutter in high-traffic areas and outside local businesses. Each mat is made of durable recycled rubber and features reflective white outlines for easy visibility in low light. The mats are also weatherproof and waterproof and can be easily adjusted and relocated.

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| | |
|---|---|
| **Space Requirements** | Small - 3.9 ft x 5 ft<br>Large - 3.9 ft x 10 ft |
| **Marking/Signage** | Black and white design with reflective white markings. |
| **Installation** | Easy-to-install vinyl mats are glued to the ground. |

## Geofencing

### No-Parking Zones



## Slow Zones




## No-Ride Zones

## Appendix 6: City Operations

Bird to provide any additional information regarding specific city operations upon request.

**Largest Operations by Population Size**

| City | Area Served (sc | Start Date | Days in Operation | Scooter Fleet Size |
|---|---|---|---|---|
| Los Angeles | 813.9 | 9/1/2017 | 280 | 6000 |
| Berlin | 551.4 | 8/24/2019 | 280 | Uncapped |
| Madrid | 426.0 | 11/15/2018 | 280 | 1399 |
| Rome | 23.7 | 5/29/2020 | 280 | 2500 |
| Chicago | 428.1 | 6/15/2019 | 280 | 3333 |
| Vienna | 257.0 | 9/22/2018 | 280 | 1500 |
| Hamburg | 497.8 | 8/25/2019 | 280 | 2000 |
| Warsaw | 320.7 | 4/25/2019 | 280 | 0 |
| Barcelona | 61.1 | 5/5/2019 | 280 | 600 |
| San Antonio | 985.2 | 6/22/2018 | 280 | 1000 |
| Munich | 192.5 | 8/25/2019 | 280 | 1100 |
| San Diego | 501.7 | 1/25/2018 | 280 | 3000 |
| Dallas | 635.7 | 6/29/2018 | 280 | 4000 |
| Montgomery County | 814.8 | 8/27/2019 | 280 | 500 |
| San Jose | 285.3 | 3/25/2018 | 280 | 1000 |
| Louisville | 640.3 | 7/19/2018 | 280 | 450 |
| Stockholm | 135.8 | 9/23/2019 | 280 | 3800 |
| Austin | 581.1 | 3/1/2018 | 280 | 3250 |
| Columbus | 505.3 | 7/11/2018 | 280 | 500 |
| Torino | 9.7 | 13/12/2019 | 280 | 500 |
| San Francisco | 74.8 | 10/15/2018 | 280 | 1000 |
| Charlotte | 482.1 | 5/26/2018 | 280 | 400 |
| Indianapolis | 647.9 | 6/15/2018 | 280 | 1000 |
| Krakow | 196.5 | 8/20/2019 | 280 | 1300 |
| Frankfurt | 154.0 | 8/25/2019 | 280 | Uncapped |
| Denver | 250.0 | 6/1/2018 | 280 | 684 |

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| | | | | |
|---|---|---|---|---|
| Nashville | 836.1 | 5/6/2018 | 280 | 500 |
| Sevilla | 87.0 | 10/9/2019 | 280 | 0 |
| District of Columbia | 101.3 | 3/29/2018 | 280 | 720 |
| Detroit | 237.8 | 7/27/2018 | 280 | 400 |
| Zaragoza | 673.1 | 7/6/2018 | 280 | 850 |
| Portland | 242.5 | 8/21/2019 | 280 | 525 |
| Memphis | 583.6 | 6/15/2018 | 280 | 1500 |
| Wroclaw | 204.7 | 7/25/2019 | 280 | 0 |
| Oslo | 319.2 | 6/12/2020 | 280 | 3900 |
| Tucson | 389.7 | 9/12/2019 | 280 | 500 |
| Poznan | 168.8 | 7/15/2019 | 280 | 0 |
| Sacramento | 164.0 | 2/24/2020 | 280 | 500 |
| Lisbon | 54.1 | 3/5/2019 | 280 | 1000 |
| Antwerp | 126.4 | 10/9/2018 | 280 | 1000 |
| Atlanta | 215.5 | 5/3/2018 | 280 | 1510 |
| Kansas City | 512.8 | 7/11/2018 | 280 | 1500 |
| Miami | 89.1 | 4/1/2018 | 280 | 744 |
| Omaha | 249.3 | 8/7/2020 | 280 | 750 |
| Long Beach | 112.9 | 8/17/2018 | 280 | 500 |
| Tel Aviv Yafo | 34.4 | 8/18/2018 | 280 | 2800 |
| Minneapolis | 92.3 | 7/16/2020 | 280 | 1250 |
| Tulsa | 354.2 | 11/1/2018 | 280 | 400 |
| Kent | 0.5 | 11/2/2020 | 280 | Uncapped |
| Malaga | 6.0 | 3/16/2020 | 280 | Uncapped |

## All City Operations

| City | Start Date | Days in Operation | Scooter Fleet Size | Area Served |
|---|---|---|---|---|
| Albert Lea, MN | 5/24/2021 | 280 | 70 | Minimum Fleet Deployments in City Sub-Regions |
| Alcalá de Henares | 8/21/2021 | 191 | 91 | Minimum Fleet Deployments in City Sub-Regions |
| Alexandria, VA | 4/4/2019 | 1061 | 200 | Entire City |

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| | | | | |
|---|---|---|---|---|
| Alva, OK | 4/20/2021 | 314 | 77 | Minimum Fleet Deployments in City Sub-Regions |
| Angola, IN | 7/13/2021 | 230 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Antwerp | 10/9/2018 | 1238 | 690 | Minimum Fleet Deployments in City Sub-Regions |
| Appleton, WI | 4/30/2021 | 304 | 100 | Entire City |
| Arlington, VA | 6/24/2018 | 1345 | 637 | Entire City |
| Atlanta, GA | 5/3/2018 | 1397 | 1480 | Entire City |
| Aurora, CO | 5/10/2021 | 294 | 500 | Minimum Fleet Deployments in City Sub-Regions |
| Austin, TX | 3/1/2018 | 1460 | 3250 | Minimum Fleet Deployments in City Sub-Regions |
| Bakersfield, CA | 12/20/2018 | 1166 | 100 | Minimum Fleet Deployments in City Sub-Regions |
| Bartlesville, OK | 2/27/2021 | 366 | 75 | Minimum Fleet Deployments in City Sub-Regions |
| Battle Creek, MI | 5/30/2021 | 274 | 123 | Minimum Fleet Deployments in City Sub-Regions |
| Bay City, MI | 7/3/2021 | 240 | 88 | Minimum Fleet Deployments in City Sub-Regions |
| Berlin | 8/24/2019 | 919 | 2415 | Minimum Fleet Deployments in City Sub-Regions |
| Big Rapids, MI | 4/27/2021 | 307 | 105 | Minimum Fleet Deployments in City Sub-Regions |
| Bloomington, IN | 9/13/2018 | 1264 | 250 | Minimum Fleet Deployments in City Sub-Regions |
| Boise, ID | 10/18/2018 | 1229 | 250 | Minimum Fleet Deployments in City Sub-Regions |
| Bordeaux | 8/31/2020 | 546 | 75 | Minimum Fleet Deployments in City Sub-Regions |
| Braga | 4/12/2021 | 322 | 250 | Minimum Fleet Deployments in City Sub-Regions |

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| | | | | |
|---|---|---|---|---|
| Bredene | 5/22/2021 | 282 | 6 | Minimum Fleet Deployments in City Sub-Regions |
| Bridgewater, VA | 9/14/2020 | 532 | 42 | Minimum Fleet Deployments in City Sub-Regions |
| Bronx, NY | 8/17/2021 | 195 | 1000 | Minimum Fleet Deployments in City Sub-Regions |
| Brookhaven, GA | 2/8/2021 | 385 | 50 | Minimum Fleet Deployments in City Sub-Regions |
| Brooklyn Park, MN | 7/14/2021 | 229 | 140 | Minimum Fleet Deployments in City Sub-Regions |
| Brussels | 10/1/2020 | 515 | 814 | Minimum Fleet Deployments in City Sub-Regions |
| Caesarea | 5/4/2021 | 300 | 65 | Minimum Fleet Deployments in City Sub-Regions |
| Cambridge, MD | 7/20/2018 | 1319 | 42 | Minimum Fleet Deployments in City Sub-Regions |
| Canterbury | 9/10/2020 | 536 | 55 | Minimum Fleet Deployments in City Sub-Regions |
| Cascais | 7/16/2021 | 227 | 243 | Minimum Fleet Deployments in City Sub-Regions |
| Charlotte, NC | 5/26/2018 | 1374 | 600 | Entire City |
| Circleville, OH | 4/2/2021 | 332 | 77 | Minimum Fleet Deployments in City Sub-Regions |
| Cleveland, OH | 8/1/2018 | 1307 | 400 | Entire City |
| Coachella, CA | 5/26/2021 | 278 | 88 | Minimum Fleet Deployments in City Sub-Regions |
| Coimbra | 3/22/2021 | 343 | 241 | Minimum Fleet Deployments in City Sub-Regions |
| College Place, WA | 8/23/2018 | 1285 | 42 | Minimum Fleet Deployments in City Sub-Regions |
| Columbia, MO | 8/23/2018 | 1285 | 500 | Entire City |
| Columbus, OH | 7/11/2018 | 1328 | 1000 | Entire City |

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| | | | | |
|---|---|---|---|---|
| Constance | 9/29/2020 | 517 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Coral Gables, FL | 10/13/2018 | 1234 | 75 | Entire City |
| Dachau | 11/3/2020 | 482 | 33 | Minimum Fleet Deployments in City Sub-Regions |
| Darmstadt | 10/7/2020 | 509 | 128 | Minimum Fleet Deployments in City Sub-Regions |
| Detroit, MI | 7/27/2018 | 1312 | 400 | Entire City |
| Drammen | 9/26/2020 | 520 | 117 | Minimum Fleet Deployments in City Sub-Regions |
| Durham, NC | 6/13/2019 | 991 | 150 | Entire City |
| Dusseldorf | 10/17/2019 | 865 | 641 | Minimum Fleet Deployments in City Sub-Regions |
| Eagle Mountain, UT | 6/11/2021 | 262 | 42 | Minimum Fleet Deployments in City Sub-Regions |
| East Lansing, MI | 3/22/2021 | 343 | 300 | Minimum Fleet Deployments in City Sub-Regions |
| Edmond, OK | 6/18/2021 | 255 | 150 | Entire City |
| Eilat | 7/6/2021 | 237 | 66 | Minimum Fleet Deployments in City Sub-Regions |
| Elkhart, IN | 4/15/2021 | 319 | 88 | Minimum Fleet Deployments in City Sub-Regions |
| Emporia, KS | 6/26/2021 | 247 | 88 | Minimum Fleet Deployments in City Sub-Regions |
| Enid, OK | 4/19/2021 | 315 | 105 | Minimum Fleet Deployments in City Sub-Regions |
| Erfurt | 10/19/2020 | 497 | 117 | Minimum Fleet Deployments in City Sub-Regions |
| Evanston, WY | 4/8/2021 | 326 | 77 | Minimum Fleet Deployments in City Sub-Regions |
| Évora | 4/30/2021 | 304 | 186 | Minimum Fleet Deployments in City Sub-Regions |

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| | | | | |
|---|---|---|---|---|
| Fairfax, VA | 7/28/2019 | 946 | 250 | Minimum Fleet Deployments in City Sub-Regions |
| Farmington, UT | 5/27/2021 | 277 | 42 | Minimum Fleet Deployments in City Sub-Regions |
| Faro | 12/1/2020 | 454 | 283 | Minimum Fleet Deployments in City Sub-Regions |
| Fort Scott, KS | 5/14/2021 | 290 | 95 | Minimum Fleet Deployments in City Sub-Regions |
| Fort Walton Beach, FL | 7/1/2021 | 242 | 75 | Minimum Fleet Deployments in City Sub-Regions |
| Frankfurt | 8/26/2019 | 917 | 1446 | Minimum Fleet Deployments in City Sub-Regions |
| Gaia | 7/1/2020 | 607 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Garden City, KS | 7/23/2021 | 220 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Gary, IN | 7/12/2021 | 231 | 200 | Minimum Fleet Deployments in City Sub-Regions |
| Gastonia, NC | 1/14/2021 | 410 | 100 | Minimum Fleet Deployments in City Sub-Regions |
| Gilbert, AZ | 4/6/2019 | 1059 | 300 | Entire City |
| Givatayim | 8/14/2018 | 1294 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Goettingen | 11/6/2020 | 479 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Goodyear, AZ | 8/26/2021 | 186 | 100 | Minimum Fleet Deployments in City Sub-Regions |
| Gothenburg | 4/1/2021 | 333 | 686 | Minimum Fleet Deployments in City Sub-Regions |
| Grand Rapids, MN | 5/17/2021 | 287 | 95 | Minimum Fleet Deployments in City Sub-Regions |
| Great Bend, KS | 3/26/2021 | 339 | 70 | Minimum Fleet Deployments in City Sub-Regions |
| Green Bay, WI | 7/19/2021 | 224 | 100 | Entire City |

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| | | | | |
|---|---|---|---|---|
| Greensburg, IN | 7/10/2021 | 233 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Hamburg | 8/25/2019 | 918 | 708 | Minimum Fleet Deployments in City Sub-Regions |
| Harrisonburg, VA | 10/12/2018 | 1235 | 225 | Minimum Fleet Deployments in City Sub-Regions |
| Hartsville, SC | 3/8/2021 | 357 | 70 | Minimum Fleet Deployments in City Sub-Regions |
| Heilbronn | 11/6/2020 | 479 | 90 | Minimum Fleet Deployments in City Sub-Regions |
| Hermiston, OR | 3/9/2021 | 356 | 105 | Minimum Fleet Deployments in City Sub-Regions |
| Holon | 8/15/2021 | 197 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Indianapolis, IN | 10/12/2018 | 1235 | 1000 | Entire City |
| Iron Mountain, MI | 7/9/2021 | 234 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Isla Vista, CA | 9/24/2020 | 522 | 300 | Entire City |
| Jefferson City, MO | 6/22/2021 | 251 | 87 | Minimum Fleet Deployments in City Sub-Regions |
| Jenks, OK | 5/28/2021 | 276 | 100 | Minimum Fleet Deployments in City Sub-Regions |
| Kansas City, MO | 7/11/2018 | 1328 | 500 | Entire City |
| Kassel | 10/9/2020 | 507 | 117 | Minimum Fleet Deployments in City Sub-Regions |
| Kaysville, UT | 5/18/2021 | 286 | 35 | Minimum Fleet Deployments in City Sub-Regions |
| Kearney, NE | 7/16/2021 | 227 | 123 | Minimum Fleet Deployments in City Sub-Regions |
| Kearns, UT | 7/2/2021 | 241 | 75 | Minimum Fleet Deployments in City Sub-Regions |
| Kent | 11/2/2020 | 483 | 55 | Minimum Fleet Deployments in City Sub-Regions |

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| | | | | |
|---|---|---|---|---|
| Kortrijk | 5/19/2021 | 285 | 227 | Minimum Fleet Deployments in City Sub-Regions |
| La Valette-du-Var | 11/27/2020 | 458 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Lansing, MI | 4/14/2021 | 320 | 300 | Minimum Fleet Deployments in City Sub-Regions |
| Lexington, KY | 7/11/2018 | 1328 | 400 | Entire City |
| Lillestrom | 9/5/2020 | 541 | 119 | Minimum Fleet Deployments in City Sub-Regions |
| Lincoln, IL | 6/10/2021 | 263 | 50 | Entire City |
| Lincoln, NE | 6/10/2021 | 263 | 250 | Minimum Fleet Deployments in City Sub-Regions |
| Lisbon | 4/1/2019 | 1064 | 1152 | Minimum Fleet Deployments in City Sub-Regions |
| Little Elm, TX | 6/7/2021 | 266 | 87 | Minimum Fleet Deployments in City Sub-Regions |
| Long Beach, CA | 8/17/2018 | 1291 | 500 | Entire City |
| Los Angeles, CA | 12/1/2017 | 1550 | 6000 | Entire City |
| Louisville, KY | 7/19/2018 | 1320 | 460 | Entire City |
| Lynchburg, VA | 11/4/2020 | 481 | 100 | Minimum Fleet Deployments in City Sub-Regions |
| Madrid | 11/15/2018 | 1201 | 1581 | Minimum Fleet Deployments in City Sub-Regions |
| Maia | 7/24/2021 | 219 | 28 | Minimum Fleet Deployments in City Sub-Regions |
| Marseille | 5/15/2019 | 1020 | 1442 | Minimum Fleet Deployments in City Sub-Regions |
| Mason City, IA | 5/25/2021 | 279 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Memphis, TN | 6/15/2018 | 1354 | 750 | Entire City |
| Miami, FL | 4/1/2018 | 1429 | 558 | Entire City |
| Midvale, UT | 6/15/2021 | 258 | 42 | Minimum Fleet Deployments in City Sub-Regions |

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| | | | | |
|---|---|---|---|---|
| Milwaukee, WI | 6/27/2018 | 1342 | 1000 | Entire City |
| Minneapolis, MN | 7/16/2020 | 592 | 1250 | Entire City |
| Montgomery County, M | 8/27/2019 | 916 | 500 | Minimum Fleet Deployments in City Sub-Regions |
| Morehead, KY | 10/23/2020 | 493 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Mount Vernon, OH | 5/12/2021 | 292 | 95 | Minimum Fleet Deployments in City Sub-Regions |
| Munich | 8/25/2019 | 918 | 384 | Minimum Fleet Deployments in City Sub-Regions |
| Nashua, NH | 5/20/2021 | 284 | 175 | Minimum Fleet Deployments in City Sub-Regions |
| Nashville, TN | 5/6/2018 | 1394 | 500 | Entire City |
| Neu-Ulm | 9/10/2020 | 536 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Newport News, VA | 4/22/2021 | 312 | 200 | Minimum Fleet Deployments in City Sub-Regions |
| Norman, OK | 8/17/2018 | 1291 | 150 | Minimum Fleet Deployments in City Sub-Regions |
| Oldenburg | 8/22/2020 | 555 | 75 | Minimum Fleet Deployments in City Sub-Regions |
| Orem, UT | 3/17/2021 | 348 | 300 | Minimum Fleet Deployments in City Sub-Regions |
| Orlando, FL | 2/7/2020 | 752 | 300 | Entire City |
| Oskaloosa, IA | 6/4/2021 | 269 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Oslo | 6/12/2020 | 626 | 1109 | Minimum Fleet Deployments in City Sub-Regions |
| Ostend | 5/18/2021 | 286 | 84 | Minimum Fleet Deployments in City Sub-Regions |
| Pendleton, OR | 4/12/2021 | 322 | 140 | Minimum Fleet Deployments in City Sub-Regions |

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| | | | | |
|---|---|---|---|---|
| Pesaro | 6/1/2020 | 637 | 123 | Minimum Fleet Deployments in City Sub-Regions |
| Petach Tikva | 9/4/2019 | 908 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Pittsburg, KS | 11/19/2020 | 466 | 100 | Minimum Fleet Deployments in City Sub-Regions |
| Plano, TX | 6/8/2021 | 265 | 508 | Minimum Fleet Deployments in City Sub-Regions |
| Portland, OR | 8/21/2019 | 922 | 625 | Entire City |
| Porto | 2/26/2020 | 733 | 936 | Minimum Fleet Deployments in City Sub-Regions |
| Racine, WI | 6/3/2021 | 270 | 100 | Entire City |
| Ramat Gan | 8/14/2018 | 1294 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Redditch | 10/1/2020 | 515 | 81 | Minimum Fleet Deployments in City Sub-Regions |
| Regensburg | 10/23/2020 | 493 | 91 | Minimum Fleet Deployments in City Sub-Regions |
| Richmond, VA | 10/15/2019 | 867 | 500 | Minimum Fleet Deployments in City Sub-Regions |
| Rimini | 8/8/2019 | 935 | 604 | Minimum Fleet Deployments in City Sub-Regions |
| Roanoke, VA | 7/31/2020 | 577 | 500 | Minimum Fleet Deployments in City Sub-Regions |
| Rockford, IL | 5/19/2021 | 285 | 350 | Minimum Fleet Deployments in City Sub-Regions |
| Rome | 5/29/2020 | 640 | 1935 | Minimum Fleet Deployments in City Sub-Regions |
| Russellville, AR | 4/1/2021 | 333 | 50 | Minimum Fleet Deployments in City Sub-Regions |
| Sacramento, CA | 2/24/2020 | 735 | 750 | Entire City |
| Saginaw, MI | 4/25/2021 | 309 | 91 | Minimum Fleet Deployments in City Sub-Regions |

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| | | | | |
|---|---|---|---|---|
| San Antonio, TX | 6/22/2018 | 1347 | 1000 | Minimum Fleet Deployments in City Sub-Regions |
| San Diego, CA | 1/25/2018 | 1495 | 6200 | Entire City |
| San Francisco, CA | 10/15/2018 | 1232 | 1500 | Entire City |
| San Jose, CA | 3/25/2018 | 1436 | 750 | Entire City |
| Schoten | 5/21/2021 | 283 | 52 | Minimum Fleet Deployments in City Sub-Regions |
| Scottsdale, AZ | 5/10/2018 | 1390 | 700 | Minimum Fleet Deployments in City Sub-Regions |
| Sebring, FL | 2/26/2021 | 367 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Sint Niklaas | 5/20/2021 | 284 | 259 | Minimum Fleet Deployments in City Sub-Regions |
| St. Joseph, MO | 6/30/2021 | 243 | 193 | Minimum Fleet Deployments in City Sub-Regions |
| Stockholm | 9/23/2019 | 889 | 1703 | Minimum Fleet Deployments in City Sub-Regions |
| Tampa, FL | 5/26/2019 | 1009 | 600 | Entire City |
| Tarragona | 1/28/2021 | 396 | 86 | Minimum Fleet Deployments in City Sub-Regions |
| Tel Aviv Yafo | 8/14/2018 | 1294 | 1133 | Minimum Fleet Deployments in City Sub-Regions |
| Tempe, AZ | 5/10/2018 | 1390 | 700 | Entire City |
| Tiffin, OH | 6/21/2021 | 252 | 88 | Minimum Fleet Deployments in City Sub-Regions |
| Tomar | 4/12/2021 | 322 | 88 | Minimum Fleet Deployments in City Sub-Regions |
| Torino | 12/13/2019 | 808 | 801 | Minimum Fleet Deployments in City Sub-Regions |
| Tracy, CA | 11/15/2020 | 470 | 140 | Minimum Fleet Deployments in City Sub-Regions |
| Tres Cantos | 4/1/2021 | 333 | 84 | Minimum Fleet Deployments in City Sub-Regions |

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| | | | | |
|---|---|---|---|---|
| Tulsa, OK | 11/1/2018 | 1215 | 400 | Entire City |
| Verona | 10/7/2019 | 875 | 54 | Minimum Fleet Deployments in City Sub-Regions |
| Vienna | 9/22/2018 | 1255 | 402 | Minimum Fleet Deployments in City Sub-Regions |
| Viry-Chatillon | 10/15/2020 | 501 | NA | Minimum Fleet Deployments in City Sub-Regions |
| Warren, OH | 3/30/2021 | 335 | 70 | Minimum Fleet Deployments in City Sub-Regions |
| Washington, D.C. | 3/29/2018 | 1432 | 870 | Entire City |
| Wauwatosa, WI | 4/6/2021 | 328 | 100 | Minimum Fleet Deployments in City Sub-Regions |
| Weatherford, OK | 3/10/2021 | 355 | 88 | Minimum Fleet Deployments in City Sub-Regions |
| West Sacramento, CA | 12/7/2020 | 448 | 300 | Minimum Fleet Deployments in City Sub-Regions |
| Wichita, KS | 9/28/2020 | 518 | 500 | Entire City |
| Williston, ND | 6/14/2021 | 259 | 53 | Minimum Fleet Deployments in City Sub-Regions |
| Wittenberg | 12/1/2020 | 454 | 35 | Minimum Fleet Deployments in City Sub-Regions |
| Wuerzburg | 10/21/2020 | 495 | 19 | Minimum Fleet Deployments in City Sub-Regions |
| Yonkers, NY | 8/1/2020 | 576 | 300 | Entire City |
| Yuma, AZ | 2/22/2021 | 371 | 158 | Minimum Fleet Deployments in City Sub-Regions |
| Zaragoza | 7/6/2018 | 1333 | 389 | Minimum Fleet Deployments in City Sub-Regions |

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**Data Availability, Specifications, and Content**

| Data Sharing Channel | Details |
|---|---|
| **Mobility Data Specification APIs** | Governed by the OMF, these APIs are closed, tokenized feeds that provide detailed information about our device movements throughout the day. They include detailed route data for each trip and device status changes as defined by the specification. The MDS APIs offer a comprehensive view of the data fields needed to engage in meaningful transport planning, such as trip length, start and end time, route and vehicle status.<br><br>The City can calculate and determine the following from MDS, at any geographic and temporal degree of precision:<br><br>• the number of devices in circulation<br>• the total number of miles traveled<br>• the average time each device spends available (not in use)<br>• the number of rides<br>• the average duration of rides in time or distance<br>• origin and destination of rides |
| **Dashboard** | In addition to MDS, Bird recently released a new, easy-to-use dashboard that shows the City what is happening in the public right-of-way. The dashboard provides aggregate statistics from multiple timeframes, including today, yesterday, week to date, month to date and all-time as well as visualizations of trip origins and destinations. It also includes charts that give insight into how riders interact with the service, such as number of daily, weekly and monthly riders; number of rides per day; and duration of rides per rider per day. See below for sample images. |
| **GBFS API** | Bird offers open and authenticated General Bikeshare Feed Specification (GBFS) feeds, which provide the latitudes and longitudes of available devices within a jurisdiction and can be ingested by third-party trip-planning applications.<br><br>GBFS is overseen by the North American Bikeshare Association (NABSA). Bird is proud to serve on the NABSA Board. |

| | |
|---|---|
| **Flat File Reporting** | Bird is able to provide flat file reporting in CSV and PDF formats. We can provide the following standardized reports: unique active riders; number of trips per day; individual trips, including trip ID, vehicle ID, start time, start location, end time, end location, duration, distance and cost; number of vehicles in service per day; utilization; complaints; safety incidents; and device maintenance history. Our team can also customize these reports with any key information the City wishes us to track. |

**Fleet Management**



**Monitoring Location**. Our Vehicle Location System (VLS) allows us to track our vehicles' location in real time. When combined with historical rider data, the combination allows Bird AI to anticipate where vehicles will be. This enables us to intervene if a vehicle's status moves from a normal state like "ready" or "in-ride" to "in-peril"-an indication the vehicle is at risk of loss, theft or water damage. Additional statuses include: needs inspection, low-charge, missing, damaged, offline, submerged, and tipped. It also allows us to anticipate and solve parking issues before they happen.

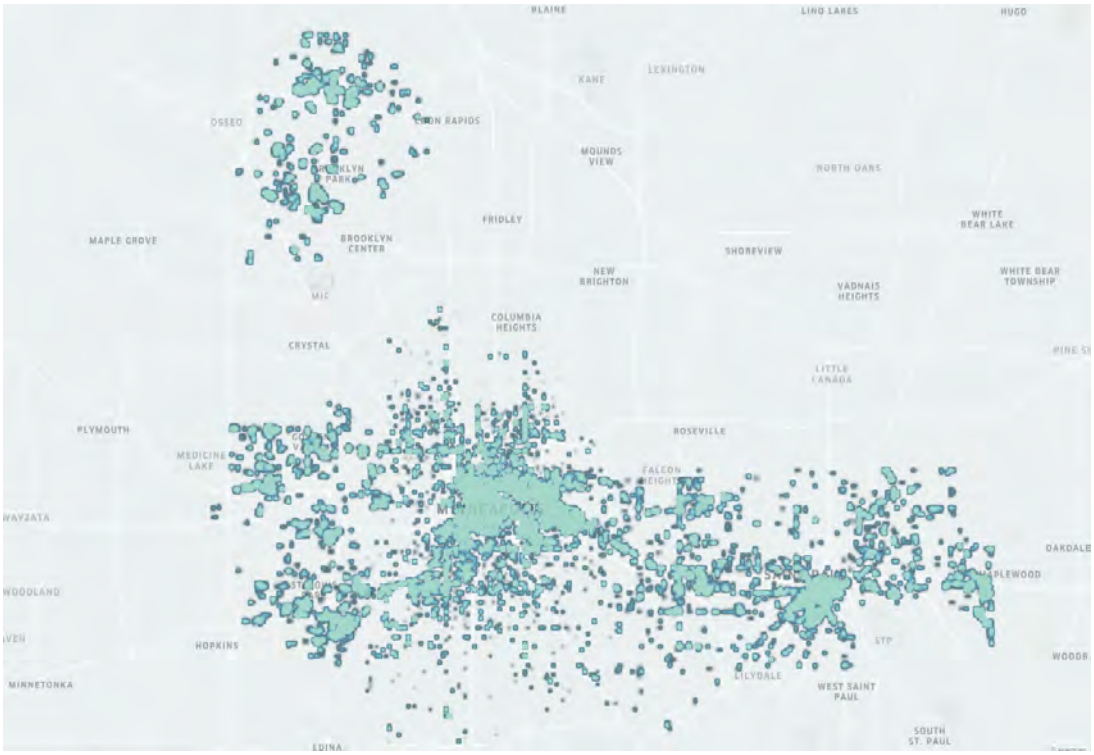


**Number of Vehicles in Use.** From allocating fleet deployments to initiating proactive redistribution or anticipating low battery levels, our system monitors the number of vehicles in the service area and sets caps for certain neighborhoods to prevent overconcentration and to ensure equitable fleet distribution in Opportunity Zones where transit access is limited and vehicle ownership is low. We combine machine learning based on historical supply and demand with local regulations to ensure Birds are in the optimal location at all times for every rider who wants to use the service.



**Conditions of the Birds and Dispatching Local Operations.** Bird AI monitors every vehicle's status using dozens of sensors that provide real-time data on each Bird's location, health, and battery status, and directs our operations teams when vehicles need attention. It assigns redistribution tasks for our Fleet Managers field team and provides routes that optimize vehicle miles traveled (VMT) to lower our carbon footprint, and triggers rider incentives to prevent overconcentration of vehicles.

## Fleet Distribution in the MSP Metro Area



# Appendix 7: Equality, Diversity and Inclusion Policy

## Equality, Diversity and Inclusion Policy
## Bird Rides

Bird Rides, Inc. (Bird) is dedicated to encouraging a supportive and inclusive culture and recognizes that it is within our best interest to promote diversity and eliminate discrimination throughout the organization.

Our goal is to ensure that all employees and job candidates are given equal and equitable opportunities and that our team reflects the diversity and vibrance of the communities we serve. Each employee will be respected and valued and will be able to give their best as a result.

This policy reinforces our commitment to provide equality and fairness to all of our employees and not provide less favorable treatment on the grounds of race, color, religion, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), sex stereotyping (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other status protected by applicable law. We interpret these protected statuses broadly to include both the actual status and also any perceptions and assumptions made regarding these statuses. We stand firmly opposed to all forms of unlawful and unfair discrimination.

All employees, no matter whether they are full or part-time, temporary or permanent, will be treated fairly and with respect. When Bird selects candidates for employment, promotion, training, or any other benefit, it will be on the basis of their aptitude, ability to perform their job, and performance. Bird's inclusive hiring efforts seek to deconstruct the notion of the "ideal candidate," and instead hire the best talent for the job at hand.

All employees will be given support, encouragement, and opportunities to develop personally and professionally to reach their full potential while leveraging their unique talents. These efforts allow the skills and resources of our organization to be fully utilized and we will maximize the efficiency of our entire team.

Bird commits:

- To create an environment in which individual differences and the contributions of all team members are recognized and valued;
- To create a working environment that promotes dignity and respect for every employee;
- To not tolerate any form of intimidation, bullying, or harassment, and to discipline those that breach this policy;
- To make training, development, and progression opportunities available to all staff;
- To promote equality and equity in the workplace, which Bird believes is good management practice and makes sound business sense;
- To encourage anyone who feels they have been subject to discrimination to raise their concerns so we can apply corrective measures;
- To always seek the missing perspective;
- To regularly review all our employment practices and procedures so that fairness is maintained at all times.

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Bird informs all employees of our equality, diversity, and inclusion policies and that they are obligated to comply with mandatory training requirements to promote fairness in the workplace. Our policies are brought to the attention of external stakeholders, funding agencies, and job applicants, and we seek to partner with external organizations that have similar policies in effect.

Bird's Equality, Diversity, and Inclusion Policy has been created in partnership with employee representatives and is fully supported by CEO Travis VanderZanden, the entire executive team, the Board of Directors, and senior management.

Our policy is monitored and reviewed on a bi-annual basis to ensure that equality and diversity are continually promoted in the workplace.

Brooke Tandy

Brooke Tandy
Vice President, People
Bird Rides, Inc.

Approved on October 28, 2021

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**Diversity** is having a seat at the table, **inclusion** is having a voice, and **belonging** is having that voice be heard.

## Our Philosophy:

Inclusivity is a core value at Bird. We seek the missing perspective and leverage our diverse backgrounds and experiences to best serve communities and improve mobility around the world.

We empower our teams to do their best work by creating an inclusive and equitable workplace where everyone can bring their authentic selves and thrive.

Our global communities are made up of people from all walks of life, and we strive to build a product that celebrates these differences and uplifts all.

## Our Approach:

**Building the Foundation:** Build common awareness, language, and understanding.

- *Awareness* of unconscious bias and exclusive behaviors and how it affects our day-to-day.
- *A* shared *language* to increase comfort in having an open dialogue.
- *Understanding* of diversity, fairness, and inclusion, its importance to the business, and how to take actionable next steps.
- *Shared ownership* of Diversity, Equality, and Inclusion (DEI) and the responsibility all employees share of integrating DEI efforts across the company in an authentic way.

**Our Teams:** Build diverse and balanced teams to help us find the most innovative solutions.

- Evaluating a role:
    - Deconstruct the notion of an "ideal candidate"
    - Standardize the intake process when evaluating a new role: think of the responsibilities and skills needed to fulfill these, rather than a specific person
- Attract & source candidates:
    - Inclusive job descriptions
    - Employer brand that reflects our diversity
    - External partnerships that focus on underrepresented groups
    - Targeted sourcing; including partnerships with external groups like:
        - PledgeLA: a collective of Los Angeles-based tech companies and venture capital firms working to create measurable change focusing on Community Engagement, Diversity & Equity, and Accountability.
        - Jopwell: a career advancement platform for Black, Latinx, and Indigenous students and professionals assisting companies with their diversity recruitment, marketing, and retention efforts at scale.
        - Women Impact Tech: an organization that aligns top women in tech with companies that are committed to inclusion and innovation.
    - Employee Resource Groups referral jams
- Standardized interviewing:
    - Structured interviewing for all roles to ensure we are evaluating all candidates in the same way; interview questions
    - Attribute-based interviewing and Greenhouse interview kits

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    - Actionable interviewing training for all Hiring Managers and interviewers: how to be object evaluators and recognize bias
    - Diverse interview panels
- Selecting the right candidate for the job:
    - Diverse and equitable debrief panels
    - Challenging "culture fit" and seeking a "value add" instead
    - Ensure every new hire has an equitable offer and onboarding process and are set up for success on their first day

**Our BirdFam:** Create an equitable and inclusive organization where employees from all backgrounds can thrive.

- Programs to Support Inclusion:
    - Create an inclusive and connected culture where all employees feel like they belong.
- Equitable Processes:
    - Ensure our talent development programs are equitable to all employees.
- Leadership:
    - Leaders to lead the charge and champion DEI initiatives and exemplify inclusivity and openness.

**Our Communities:** Celebrate the diversity of the communities we serve and create meaningful connections with our riders.

- Expand partnerships and reach with diverse communities:
    - Expand on current community outreach efforts and partnerships that reflect and benefit the communities we serve.
- Leverage diversity to inform product iterations:
    - Strategically support the business by providing a DEI lens to our external brand and product.
- Strengthen our relationships with cities:
    - Leverage diversity in our teams to best serve our city partners in what we provide, how we provide it, and how we hear their concerns.

**Fueled by Data:** Data is a critical part at every step of the way. As everything in the business, we will take a data-informed, systematic approach to ensure true progress.

- Reporting: Measure DEI metrics across the company and the entire employee lifecycle.
- Team-Level Insights: Analyse team-level data and insights to affect change in a meaningful way.
- Build & Support Initiatives: Determine areas of focus through collected data, and measure and track efforts from start to finish.
- Continuous Feedback Loop: Encourage open feedback and take direct action.

### Employee Resource Groups:

Employee Resource Groups (ERGs) are voluntary, team member-led groups that ensure we're building an inclusive work environment at Bird aligned with the organizational mission, values, and business practices. Although ERGs are typically comprised of people from underrepresented and/or marginalized demographics, they're open to any employee who wants to learn from and advocate for their peers.

Below is a list of current ERGs at Bird:

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| Name | Description |
|---|---|
| LadyBirds | Dedicated to creating an inclusive environment where support, inspiration, and empowerment can be celebrated for all women at Bird. |
| Bird Noire | Committed to creating an inclusive and supportive environment for people of color and allies at Bird, by sharing our experiences and leveraging each other's strengths to develop professionally and impact our external community. |
| Mama Birds | Aims to provide a supportive environment for mothers, nurturing a community to share ideas and pain points with others who share similar experiences. |
| Aves Latinx | Committed to fostering an environment where people with Latinx heritage and allies can support, advocate, and encourage each other to succeed personally and professionally. |
| Love Birds | Dedicated to connecting LGBTQI people at Bird while creating an inclusive, safe, and open environment for all regardless of their sexuality, gender, or experience with transportation. |
| Yalla | Committed to educating others about Middle Eastern heritage, culture, and issues, all while maintaining workplace inclusivity and cultural diversity. |
| MitzvahBirds | Dedicated to bringing the Jewish members and allies of Bird together while interacting cross-functionally. |
| ASPIRE | Dedicated to creating an environment in which people with Asian heritage and allies can thrive within Bird while educating others on the various Asian communities and subcultures. |
| Black Hawks | To create a safe space for veterans, active members, and allies of the Armed Forces to voice their concerns and project innovative ideas that will promote inclusivity. |
| Wise Birds | Dedicated to creating an inclusive environment for employees over the age of 40. |

Through opportunities like events, workshops, and meetings, ERGs partner with the business to create safe spaces for dialogue about shared life experiences. Bird's ERGs celebrate the individual experiences that make our workplace great! They create awareness and advocacy around the issues our team values and help guide our company's diversity initiatives in recruitment, leadership, product development and placement, and community outreach.

The **LadyBirds** established a mentoring program to connect women across the organization and to promote personal and professional growth at Bird. The **Mama Birds** provided feedback on Bird's benefits for new and expectant mothers, and hosted a development series titled "Mom Boss: How to Excel in Your Career While Building a Family." The **Love Birds** spearheaded Bird's participation in global Pride events, including custom "Pride Bird" vehicle branding. The **MitzvahBirds** hosted a Rosh Hashanah seder meal with a local Rabbi and invited all employees to take part in the celebration of the Jewish New Year. **Bird Noire** partners with Youth of Color to provide mentoring opportunities to young people in the communities we serve.

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## Culture Mission Team




**Overview**: The Culture Mission Team is a cross-functional group dedicated to building a democratic, cooperative culture based on Bird's values. The team is dedicated to and accountable for the impact of specific cultural initiatives

**Our Mission:** Be a business-oriented team that establishes and supports the culture of our organization, while aligning with company initiatives, values, and strategies.

**Our Strategic Pillars:**

- Camaraderie: Celebrate and acknowledge our wins;
- Connection: Create and sustain engagement across the entire organization; and
- Community: Foster our diverse backgrounds and skillsets.

**Roles and Responsibilities:**

- Support the ideation & execution of culture-building initiatives;
- Generate awareness of key programs or events across the business;
- Act as a sounding board & feedback forum for cultural issues and make recommendations on continual iterations;
- Communicate and model the values;
- Keep a pulse on the culture and what's happening in the organization; and
- Available to meet bi-weekly with the Mission Team.

## Equal Employment Opportunity:

Bird, an equal opportunity employer, is committed to equal opportunity for all employees and applicants. The Company recruits, hires, trains, promotes, pays, and administers all personnel actions without regard to race, color, religion, sex (including pregnancy, childbirth and medical conditions related to pregnancy, childbirth, or breasfeeding), sex stereotyping (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender idenity), gender, gender Identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other status protected by applicable law. We interpret these protected statuses broadly to include both the actual status and also any perceptions and assumptions made regarding these statuses.

This policy applies to all areas of employment, including recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, discipline, termination, compensation, benefits, and all other privileges, terms, and conditions of employment. This policy and the law prohibit employment discrimination against any employee or applicant on the basis of any legally protected status outlined above.

The company also makes reasonable accommodations for qualified applicants and employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. Any applicant or employee who requires an accommodation to perform the essential functions of the job

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should contact the Talent Team to request that accommodation. Bird will work with that individual to attempt to identify a reasonable accommodation that will not impose an undue hardship on the Company.

All employees must follow this policy.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

Bird is committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against employees or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act of practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

**Training:**
Bird partners with EverFi and Paradigm to provide training for all employees, including senior executives, on preventing harassment and discrimination, managing bias, and diversity and inclusion. These training programs are mandatory. Additionally, Bird provides additional training opportunities that are sponsored by Bird's Culture Mission Team or Employee Resource Groups.

**Social Responsibility:**
Anti-racism is an active daily practice that we are committed to at Bird. In our ongoing efforts to stand against anti-Black racism, as well as racism and inequity of every kind, we've created a foundational, concrete set of Social Responsibility Commitments we're upholding as a company and as individual team members.

These commitments represent a starting point that will help us more effectively take action, improve, learn, build trust, increase understanding, and hold ourselves accountable to long-lasting change as a company and in our community. The Social Responsibility Commitment sets forth Bird's commitment to create a more equitable and inclusive work environment for all Bird team members. It is not intended to impose any particular political stance or ideology, but rather to stand with marginalized individuals and create a safe space for all.

**Our Foundational Pillars**
We recognize that we have an opportunity and an obligation to use our platform for the greater good and we intend to do that. We've developed the below action items to ensure that it happens.
The list is a starting point—it represents the beginning of an ongoing and sustained commitment. There's more that we can, must, and will do to support equal rights and equitable opportunities for all, and we will hold ourselves accountable to each other to do so.

**Acknowledgment:** Bird recognizes the systemic biases internally and in our society. We acknowledge that we must take action now and moving forward.

**Education & Accountability:** Bird is committed to educating and holding itself and its leadership team accountable for anti-racism.

**Product & Policies:** Bird will create a product and policies in service of a more livable world for ALL stakeholders.

Confidential and proprietary information exempt from the public right to inspection under Minn. Stat. § 13.37(b)

**Values Alignment:** Bird will prioritize engagement with partners, vendors, and businesses that share our values and promote equality.

**Inclusion:** Bird will actively cultivate a culture of inclusion that is anti-racist and works to counteract biases.

### Pay Equity:

Bird is committed to equitable compensations across race and gender. This commitment is inclusive of pay and equity. We conduct audits during which we review, assess, and, if appropriate, make adjustments to ensure that our equitable standards are upheld. As part of our internal audits, we also work with an independent third-party consultant who reviews our systems and programs annually. Following each of the audits conducted by the consultant, we discuss and implement their recommendations as appropriate.

### Employee Annual Review:

In the spirit of shared ownership, we believe all employees share the responsibility of integrating DEI efforts across the company in an authentic way. Actions speak louder than words, and we want to ensure we're being accountable to our DEI strategy and goals. This work is a business priority, and if we are asking to dedicate time, it should be part of an employee's performance evaluation.

### Review:

We commit ourselves to undertake a formal review of this policy once a year and to communicate changes organisation-wide. Responsibility for this lies with the Vice President, People.

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# Appendix 8: Certificate of Insurance

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: |
|---|---|
| MARSH RISK & INSURANCE SERVICES<br>FOUR EMBARCADERO CENTER, SUITE 1100<br>CALIFORNIA LICENSE NO. 0437153<br>SAN FRANCISCO, CA 94111 | PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: |
| CN120046401-NO MA-GAWUE-20- | INSURER(S) AFFORDING COVERAGE / NAIC # |
| INSURED<br>Bird Rides, Inc.<br>406 Broadway #369<br>Santa Monica, CA 90401-2314 | INSURER A : Apollo Syndicate Management Ltd<br>INSURER B : Scottsdale Indemnity Ins Co — 15580<br>INSURER C : Syndicate 2623/623 at Lloyd's<br>INSURER D : National Casualty Company — 11991<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** SEA-003814045-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X SIR: $250,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | BOWCN2150765 | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 5,000,000<br>$ 100,000<br>$ N/A<br>$ 5,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | NGI0000017 | 09/01/2021 | 09/01/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | BOWCN2150095 | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WCC600025A | 08/25/2021 | 09/01/2022 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Technology Errors & Omissions | | | W2639E210301 | 03/01/2021 | 03/01/2022 | SIR: $150,000, Limit: | 5,000,000 |
| C | Cyber Liability | | | W2639E210301 | 03/01/2021 | 03/01/2022 | SIR: $25,000 | 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City Hall<br>Attn: PeggySue Imihy Bean<br>1010 1st Street South<br>Hopkins, MN 55343 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Marsh Risk & Insurance Services |

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## CANCELLATION NOTICE TO DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTO COVERAGE PART**

In the event of cancellation of the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation to:

**SCHEDULE**

| |
|---|
| **1. Name:** Per Schedule on File with Broker |
| **2. Address:** Per Schedule on File with Broker |
| **3. Number of days advance notice:** 30 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

AUTHORIZED REPRESENTATIVE DATE



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## NOTICE OF CANCELLATION TO THIRD PARTIES

**Schedule**

**Name of Person or Organization**: Any person or organization where required by written contract or agreement.

It is hereby agreed that we will provide thirty (30) days prior written notice of cancellation for reasons other than non-payment of premium and ten (10) days prior written notice of cancellation for non-payment of premium to the person or organization in the schedule above.

List of third parties requiring such notification to be provided for this endorsement to apply.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



Confidential and proprietary information exempt from the public right to inspection under Minn. Stat. § 13.37(b)

## NOTICE OF CANCELLATION TO THIRD PARTIES

**Cancellation Notification**

In the event we cancel this policy prior to the expiration date for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) shown in the Schedule below. We will send notice to the mailing address listed in the Schedule at least 10 days, or the number of days listed in the Schedule, before the cancellation becomes effective. The notice to the third party does not exceed the notice to the first named insured.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notice will not extend the policy cancellation date nor nullify the cancellation of the policy.

| Name of Other Person(s) Or Organization(s): | Mailing Address: | Number Of Days Notice: |
|---|---|---|
| Per Schedule on File with Broker | Per Schedule on File with Broker | 30 |



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**MICROMOBILITY SHARING SERVICES LICENSE AGREEMENT**

**THIS MICROMOBILITY SHARING SERVICES LICENSE AGREEMENT** (the "Agreement") is made on this _____ day of _____, 2022, by and between the City of Hopkins, Minnesota, a Minnesota municipal corporation (the "City"), and Bird Rides, Inc., a California Corporation (the "Licensee") (individually, a "Party," or collectively, "the Parties").

## RECITALS

**WHEREAS,** the City controls certain public rights-of-way located within its municipal boundaries (the "City's Right-of-Way"); and

**WHEREAS,** Licensee owns a fleet of micromobility bicycles and scooters intended or equipped for shared use by paying consumers from and within locations in the City's Right-of-Way (individually, "Fleet Vehicles," or collectively, "Licensee's Fleet"); and

**WHEREAS,** Licensee requires use of City's Right-of-Way to facilitate the stationing, parking, and operation of the Fleet Vehicles within the City ("Licensee's Operation"); and

**WHEREAS,** this Agreement is intended to outline the terms and conditions for Licensee's Operation during the term of the Agreement.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the premises and their mutual promises, the parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits; Conflicting Terms. The above recitals and the exhibits attached are incorporated into this Agreement as if fully set forth in the Agreement. However, in the event of any conflict between the requirements in this Agreement and the requirements of the exhibits, the requirements of this Agreement shall control.

2. Additional City Permits. In addition to this License Agreement and its terms and conditions, Licensee shall obtain and follow the terms and conditions of all other City permits, including but not limited to an obstruction permit approved by the City Engineer.

3. Term of License.

   a. The City grants a license to Licensee to utilize a portion of the City's Right-of-Way, for an initial term of April 1, 2022 to November 1, 2022. The City shall have the option to extend the end-date of the initial term based on weather and other conditions, to be exercised at the sole discretion of the City. Such extension shall not require an amendment to this Agreement.

   b. Following the initial term, the City shall have the option to renew for three (3) additional 12-month terms, to be exercised at the sole discretion of the City.

c. Notwithstanding the term of this license, the City shall retain the authority to unilaterally limit or reduce the number of Fleet Vehicles under this Agreement.

4. Fees.

a. Licensee shall pay the City an annual fee of $500.00 for this License Agreement.

b. Licensee shall pay the City a one-time fee of $5,675.00 for the initial delivery and implementation of 75 scooters in the City; Licensee shall not be required to pay fees for any additional delivery and implementation of Fleet Vehicles.

c. Licensee shall pay all additional fees required by the City to obtain an obstruction permit approved by the City Engineer.

d. Licensee shall pay all other costs and fees, including impound fees, as described in this Agreement.

e. Licensee shall pay the City for all costs or fees described in this Agreement within 30 days of receipt of an invoice.

5. Terms and Conditions for Use of the City's Right-Of-Way. In addition to the terms and conditions in the attached Exhibit A, Licensee agrees to the following terms and conditions regarding Licensee's Operation:

a. Additional Fleet Size and Type Requirements.

(1) The City reserves the right to unilaterally limit or reduce the number of Fleet Vehicles in Licensee's Fleet under this Agreement. The City will notify Licensee of any increases or decreases applicable to Licensee's Fleet under this section by sending written or emailed notice. Such increases or decreases shall not require an amendment to this Agreement.

(2) The City reserves the right to temporarily geofence or close certain areas to use of the Licensee's Fleet. The City will notify Licensee of such temporary geofencing or closure of areas applicable to Licensee's Fleet under this section by sending written or emailed notice at least 48 hours in-advance. Such temporary geofencing or closure of areas shall not require an amendment to this Agreement.

(3) Licensee shall distribute its Fleet Vehicles throughout the City in a manner that accounts for citizen demand, the City's requests, and is consistent with this Agreement and all laws, regulations, and ordinances. Licensee shall not deploy Fleet Vehicles at inappropriate densities and shall monitor its Licensee Fleet density at least once every day and relocate vehicles as

needed to comply with these density requirements. The City, in its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the City if deemed too dense or too sparse.

b. Additional Fleet Scooter Equipment, Maintenance, and Safety Requirements.

(1) Each Fleet Vehicle must visibly display Licensee's logo or business name and shall have a unique identifier clearly displayed on each device for the purposes of conveying or documenting parking, safety, or other complaints, and for auditing the quantity and type of devices in Licensee's Fleet.

(2) Licensee shall provide to the City a comprehensive inventory of Licensee's Fleet, including model, type, and unique identifier. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from Licensee's Fleet. Licensee shall provide this inventory to the City upon request from the City within five (5) business days.

(3) All vehicles in Licensee's Fleet shall be equipped with both a locking mechanism to prevent theft and an operable mechanism to provide real-time location when a device is parked.

(4) Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee's Fleet.

(5) Licensee agrees that it will provide all users of Licensee's Fleet with a summary of instructions and laws regarding riding, operating, and parking bicycles or scooters, including those set forth in Minnesota Statutes, Section 169.225, and any other law or regulatory provision applicable to the operation or parking of Fleet Vehicles.

(6) Licensee agrees that it will either require or recommend the use of helmets to all users of Licensee's Fleet in accordance with Minnesota Statutes, Section 169.225, and any other law, regulation, or ordinance applicable to the operation of Fleet Vehicles.

(7) Licensee will maintain a comprehensive and complete record of all Fleet Vehicle collision reports received by Licensee or its contractor(s) during the term of this Agreement. The record shall include day, time, and location. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

(8) Licensee will implement and maintain a "Slow Zone" in the City on Historic Mainstreet from 11th Avenue to 5th Avenue, within which users of Fleet Vehicles may not exceed 10 miles per hour.

(9) Licensee will implement geofencing at the Downtown Hopkins Light Rail Station in order to protect the ongoing construction project.

c. Additional Fleet Vehicle Parking Requirements.

(1) Licensee shall be solely responsible for monitoring and addressing Fleet Vehicle improper parking or dumping on private property or other public property not owned or controlled by the City.

(2) Notwithstanding Section 5(c)(1), the City may impound illegally parked Fleet Vehicles in accordance with this Agreement.

(3) Impound fees will be applied to any and all devices owned or controlled by Licensee as follows: $10.00 per impoundment, plus $5 for each full day after the Fleet Vehicle is impounded.

d. Additional Data Collection/Sharing Requirements. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding a Fleet Vehicle.

6. Rescission, Revocation, or Other Penalties. The City may rescind, revoke, suspend or modify this License after sending written notice to Licensee, in order to protect the public health, safety and welfare of the public or if Licensee violates any terms and conditions of this Agreement. If the City determines, in its sole discretion, that the public's safety and welfare will be unduly compromised by the passage of time, the City may take action to remedy any violation or respond to any complaint at Licensee's expense. If the City incurs any costs or damages arising out of such action, Licensee shall reimburse the City for such costs within 30 days of notice.

7. Ownership and Condition of the City's Right-of-Way. This Agreement shall not be construed so as to transfer ownership or control of the City's Right-of-Way to Licensee, or to any other party. The City makes no representations or warranties concerning the condition of the City's Right-of-Way, or its suitability for use by Licensee, its contractors or customers.

8. Delegation of Power. This Agreement does not delegate or otherwise transfer the City's power to regulate the Fleet Vehicles, Licensee's Operation, and/or to enforce City ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to City enforcement against third parties and/or public compliance issues, shall remain within the City's sole discretion.

9. Compliance with Laws. Licensee agrees to comply with all applicable federal, state, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the power of the City to adopt, amend, and enforce ordinances, resolutions, and policies.

10. Removal Upon Order. Licensee shall remove any or all Fleet Vehicles or other property owned or controlled by Licensee upon being ordered to do so by the City. Licensee shall be responsible for restoring the City's Right-of-Way to its original condition. The City shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the City's Right-of-Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Fleet Vehicles or other property as ordered within a reasonable time period, the City may perform the removal or work at Licensee's cost.

11. Non-Discrimination. Licensee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status, or status with regard to public assistance. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

12. Insurance. Licensee must at all times maintain insurance meeting the requirements for all micromobility company operations in the attached Exhibit B. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk. All liability insurance policies required in this Agreement shall name the City as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without first giving 10-days' written notice to the city, addressed to the City Clerk.

13. Indemnification. Licensee shall indemnify and hold the City, the City's public officials, employees and agents harmless from and against any and all liability, claims, demands, actions, and causes of action, including expenses and reasonable attorneys' fees, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, Licensee's use of City Right-of-Way, except the liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the City. The indemnification provisions of this Agreement shall survive expiration, suspension, revocation and any other termination of this License.

14. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of the City. Notice of any such assignment or transfer shall be furnished to the City. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the City of Rochester department contract manager designated herein.

15. Independent Contractor Status. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's

Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

16. Retention of Records. Licensee shall retain all records pertinent to this License Agreement for a period of six years.

17. Minnesota Data Practices Laws Compliance. Licensee agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Licensee must immediately report to the City any requests from third parties for information relating to this License Agreement. Licensee agrees to hold the City, its officers, and employees harmless from any claims resulting from Licensee's unlawful disclosure or use of data protected under state and federal laws.

18. Inspection of Records. All Licensee records with respect to Licensee's obligations under this License Agreement shall be made available to the City or its designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

19. Ownership of Materials/Intellectual Property.

a. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials furnished by the City in connection with this Agreement shall be the property of the City.

b. The City may use, extend, or enlarge any document produced by the City under this Agreement without the consent, permission of, or further compensation to Licensee.

c. Each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

20. Contacts. The following are designated as official representatives for each of the Parties, and as points of contact for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement:

For the City of Hopkins:

PeggySue Imhy
Hopkins City Hall
1010 1st Street South
Hopkins, MN 55343

For the Licensee: _____

21. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

[remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed in their names and on their behalves, and is effective as of the date first written above.

**CITY OF HOPKINS**

By: _____
Patrick Hanlon

Its: Mayor

By: _____
Michael Mornson

Its: City Manager

**BIRD RIDES, INC.**

By: _____

Its: _____

**EXHIBIT A**

**[To be inserted]**

**EXHIBIT B**

**[To be inserted]**

# EXHIBIT A

**APPENDIX A: CITY OF HOPKINS BIKE AND SCOOTER SHARE ADDITIONAL TERMS**

All vendors operating bike and scooter sharing programs in the City of Hopkins must comply with the following terms and conditions:

1. PRODUCT SPECIFICATIONS, MAINTENANCE, AND SECURITY
    a. All bicycles and scooters used in sharing systems shall meet or exceed the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 ("Requirements for Bicycles"), the safety standards outlined in ISO 43.150 – Cycles, subsection 4210, and any pertinent state of Minnesota statutes, regulations, or other laws.
    b. Any electric bicycles and scooters shall meet the National Highway Traffic Safety Administration's (NHTSA) definition of low-speed electric bicycles and shall be subject to the same requirements as ordinary bicycles. This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds.
    c. All bicycles and scooters shall meet the State of Minnesota requirements described in Minnesota Statutes, Section 169.222, including those for lights during hours of darkness. This includes a front light that emits white light. Devices must comply with State of Minnesota requirements for rear visibility by providing a rear red light rather than a reflector. All bicycles and scooters shall include a light or reflector on the side in order to increase night visibility.
    d. Every bicycle and scooter shall have a unique identifier that is visible to the user on the bicycle and scooter.
    e. All vendors shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle or scooter. All vendors shall provide a mechanism so that the company is able to receive and provide confirmation of receipt of the message at any time bikes or scooters are present within the public right-of-way or are available for use.
    f. Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall immediately be made unavailable for use and removed within 24 hours of receiving notice from the City or through the vendor's own communications platforms. The bicycle or scooter shall be repaired before returning to revenue service.

2. INSURANCE AND INDEMNITY
    a. Vendors shall have commercial general liability insurance or the equivalent and additional coverages that include the terms contained in the standard City of Hopkins Insurance Requirements as found at the bottom of this document.
    b. Vendors shall sign and record an indemnification agreement indemnifying, defending and holding harmless the City.
    c. Vendors must agree that the City of Hopkins is not responsible for educating users regarding statutes, regulations, or other laws governing safe and legal operation of a bicycle or scooter as defined in State Statute. Vendors must also agree that the City is not responsible for educating users on how to ride or operate a bicycle or scooter. Vendors

must agree to educate users regarding laws applicable to riding and operating a bicycle or scooter.

3. FEES AND REIMBURSEMENT
    a. Vendors shall pay any fees associated with obtaining obstruction permits from the Right of Way Division of the City's Public Works Department for the permanent or seasonal installation of objects (excluding bicycles and scooters) in the right-of-way.
    b. Vendors shall pay an annual program administrative fee per bike or scooter to the City to cover costs associated with the City's management and oversight of the vendor, as further defined in a contract between the City and the vendor.
    c. Vendors shall reimburse the City for any time spent by City crews or employees relocating or removing bicycles or scooters from any location where a device is prohibited under this permit or for relocating unused bicycles or scooters. The cost to be paid by the vendor will be established by the City. Payment by the vendors shall be made within 30 days.
    d. If any City department or office incurs any costs addressing or abating any violations of these requirements or incurs any costs of repair or maintenance of public property, the vendor shall reimburse the City for those costs. Upon receiving written notice of the City costs, the vendor shall reimburse the City for such costs within 30 days.

4. PARKING AND RIGHT-OF-WAY MAINTENANCE
    a. All parked devices must be in compliance with any local ordinances or state laws regarding bicycle and scooter parking at all times. All locations not identified as permitted bicycle or scooter parking locations in this document shall be understood to be locations where it is prohibited to park a shared bike or scooter, even in situations where those requirements are more stringent than those applying to privately-owned, non-fleet bikes or scooters.
    b. The City reserves the right to modify where or how dockless bicycles or scooters are permitted to be parked at any time at its sole discretion.
    c. An annual right-of-way permit must be applied for and approved by the City Engineer. The cost of this permit is additional to any other costs to be paid to the City under a micro-mobility sharing agreement. The vendor must obtain approval from the Public Works Department prior to installing any objects in the right-of-way.
    d. For dockless bicycle or scooter share systems, bicycles and scooters shall be parked in the boulevard/furnishing zone of the public right-of-way or near a bicycle rack in the public right-of-way.
    e. Restrictions on eligible bicycle or scooter parking areas within the boulevard/furnishing zone:
        1. In the Downtown, along Mainstreet from 6$^{th}$ Street South to 13$^{th}$ Street South, the vendor must create geofenced areas where vehicles may be parked, to be determined by the City.
        2. In all areas other than Downtown, bicycles or scooters shall not be parked on blocks where the boulevard/furnishing zone is less than 3 feet wide, or where there is no boulevard/furnishing zone.

3. Any bicycle or scooter parked adjacent to a sidewalk must not obstruct a clear 5-foot pedestrian walkway on the public right-of-way.
4. The City reserves the right to determine certain block faces or locations where dockless bicycle or scooter share parking is prohibited.
5. Bicycles or scooters shall not be parked in the boulevard/furnishing zone in a manner that is adjacent to, within, or blocking:
    a. Pedestrian curb ramps;
    b. Fire Hydrants;
    c. Parklets;
    d. Sidewalk Cafes;
    e. Transit zones, including bus stops, shelters, passenger waiting areas, and bus layover and staging zones, except at existing bicycle racks;
    f. Signed loading zones;
    g. Disability parking areas;
    h. Street furniture that requires pedestrian access (for example, benches, parking pay stations, trash bins, bus shelters, transit information signs, permitted sidewalk patios, etc.);
    i. Entryways;
    j. Outwalks;
    k. Driveways; and
    l. Slopes sufficiently steep that devices cannot stay upright.

f. Additional parking zones may also be established within public right-of-way where sufficient space exists, at the sole discretion of the City. An example may include using in-street bike corrals, subject to Public Works installation requirements and annual permit fees.
g. Additional parking zones may be established outside of public right-of-way; for example, locations within parks, schools, publicly accessible plazas, off-street parking lots/garages, or campuses. However, vendors must obtain permission to do so from the appropriate City department, agency, or property owner. These additional parking zones shall be communicated to the customer through signage, through the mobile and web applications, or through other means as approved by the City and property owner.
h. The City retains the right to, at any time, require vendors to create or eliminate geo-fenced stations within certain areas where bicycles and scooters shall be parked, particularly in downtown or in other congested areas. Any geofenced areas must be submitted to the City in an electronic format as requested by the City. The City may also, at its sole discretion, create or require vendors to create new geo-fenced areas.
i. Bicycles and scooters shall be parked upright when parked. Bicycles and scooters shall be equipped with a kickstand to allow them to be parked upright without leaning against another object, bicycle, or scooter.
j. Vendors shall inform customers how to park a bicycle and scooter properly. Vendors agree that the City has no responsibility to help customers understand parking requirements. Bike and scooter share vendors bear all responsibility in the event of incorrectly parked bikes and scooters.

k. Vendors shall provide contact information on every bicycle or scooter for relocation requests. The vendor must be able to receive relocation requests at any time the bike and scooter share system is in operation and/or bicycles or scooters are located within the public right-of-way.
l. Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the vendor without prior notice from the City.
m. Upon receiving notification of an incorrectly parked bicycle or scooter from the City or through the vendor's own communication platforms, the vendor shall re-park, rebalance, or remove the bicycle or scooter within the following timeframes, whichever applicable:
    i. 6am to 8pm on weekdays, not including public holidays - within two hours of receiving notice; and
    ii. All other days and times – within 10 hours of receiving notice.
n. Upon receiving notification from the City or through the vendor's own communication platforms of a bicycle or scooter parked or left in any manner that poses an immediate safety threat to any persons, the vendor shall remove the bicycle or scooter immediately. In such an event, the City may also abate the nuisance without notifying the vendor. The vendor shall reimburse the City for the cost of abatement.
o. Any bicycle or scooter located in the right-of-way must be cleared of snow by the vendor within 24 hours of a snow event and parked in a location where snow has been cleared. In most areas, the boulevard/furnishing zone is typically used for snow storage. Clearing snow to create parking spaces is the sole responsibility of the vendor. Vendors are prohibited from pushing snow into the street, the shoulder of a street, or against objects or structures that may be damaged.

5. IMPLEMENTATION AND OPERATIONS
    a. The service area will be defined as the City of Hopkins municipal boundaries. The City may adjust the service area at its sole discretion. The vendor may not modify the area of bike or scooter sharing operations without approval from the Director of Public Works.
    b. Vendors shall have a staffed operations center in the City of Hopkins or within 25 miles.
    c. Vendors shall maintain a 24-hour customer service phone number and email address for customers and City staff to report safety concerns, complaints, or ask questions.
    d. Vendors shall provide the City with a direct contact for bicycle or scooter share company staff that is capable of removing or rebalancing bicycles or scooters.
    e. Vendors shall maintain a minimum bicycle and scooter fleet within the City, electric or otherwise. Vendors shall meet this fleet size within four weeks of initial launch date.
    f. Vendors are limited to 50 bicycles or scooters during the first month of operation and 100 bicycles or scooters during the second month of operation. After the second month, vendors may request permission from the City to expand in 50-unit intervals. Permission to increase the fleet size will be granted by a designated Contract Administrator for the City based, in part, on the vendor's performance in meeting the requirements of this document as well as a demonstrated need for more devices.
    g. Vendors shall notify the City two weeks in-advance of any proposed increase or decrease to their fleet size and include any additional program administrative fee.

h. All vendors shall relocate or rebalance bicycles and scooters upon receiving a request from the City based on the following timeframes, whichever applicable:
    i. 6am to 8pm on weekdays, not including public holidays - within two hours of receiving notice from the City; and
    ii. All other days and times – within 10 hours of receiving notice from the City.
i. Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may, at the City's sole discretion, be removed by the City and taken to a City facility for storage at the expense of the vendor. The cost to be paid by the vendor will be established by the City.
j. Vendors will be required to immediately rectify an excessive accumulation of bicycles or scooters in a concentrated area. It is at the sole discretion of the City to determine what constitutes an excessive accumulation.
k. Any bicycle or scooter that is found to be parked outside of the defined service area will be removed or relocated by the vendor, unless the vendor has a formal agreement to operate in that jurisdiction.
l. Vendors must utilize an internal demand/user behavior management component capable of determining the location of all bikes and scooters at all times to aid in rebalancing and preventing the excessive accumulation of devices in a concentrated area.

6. TECHNOLOGY AND DATA SYSTEMS
    a. All service and system data, except for users' Personally Identifiable Information (PII) as defined in Section 7, must be made available to the City at no cost on a real-time and historical basis.
    b. Any data provided to the City shall be considered public data, unless otherwise defined as not public data under state law, and the City is permitted to display or otherwise distribute such data at its sole discretion.
    c. All vendors shall provide a monthly report. Report data shall be based on calendar months (i.e., July 1st – 31st) and be submitted by the 15th day of the succeeding month. Reports shall provide the following information:
        i. Number of rides for the previous month;
        ii. Number of bikes and scooters in service;
        iii. Number of bikes and scooters out of service (damaged or otherwise);
        iv. Safety reports on any crashes involving operators' bicycles and scooters;
        v. Aggregated repair information on operators bicycles and scooters by type of repair;
        vi. Any instances of illegal/unauthorized parking and corrective action taken by the vendor, including response time;
        vii. Data regarding rebalancing efforts;
        viii. Bike and scooter distribution and GPS-based natural movement in heat map format;
        ix. Summary of customer comments/complaints and resolution;
        x. Summary of theft/vandalism and resolution;
        xi. Aggregated system usage, including total unique users, total miles ridden, total number of rentals, average rental duration; and

xii. Disaggregated user counts for each of the following demographic variables for active riders during the monthly period: gender (ensure inclusivity), age (matching Census brackets: under 5 to 85 years and over, in groups of 5), race (matching Census race descriptions), residential zip code (including riders who reside outside the City of Hopkins), and number of active riders and miles traveled by riders who reside in designated corridors, to be defined by the City of Hopkins. Each variable should be paired with all system usage variables listed under section 6(C)(11).

d. The following data must be provided to the City no less frequently than within 15 days succeeding the month in which the event(s) occur(s). Anonymized trip data that includes the origin and destination, trip duration, date and time of trip, and route traveled. This information is to be provided via a standard GIS format (i.e., REST/WFS/shapefile/file geodatabase/etc.), and match the schema outlined below: Field name Format Description Company Name [company name] n/a Type of device "Standard" or "Electric" n/a Trip record number xxx0001, xxx0002, xxx0003, … 3-letter company acronym + consecutive trip # Trip duration HH:MM:SS n/a Trip distance US Feet n/a Start date MM, DD, YYYY n/a Start time HH:MM:SS (00:00:00 – 23:59:59) n/a End date MM, DD, YYYY n/a End time HH:MM:SS (00:00:00 – 23:59:59) n/a Start location X,Y n/a End location X,Y n/a Device ID number xxxx1, xxxx2, … Unique identifier for every bicycle and scooter, determined by company, and documented in section 1(d). Route Shape: lines n/a
e. Real-time data must be in a documented and City-agreed format. The City reserves the right to require a specific application program interface (API) for real-time data publishing, public consumption, and submission to the City.
f. All vendors of dockless service models will make the following bicycle and scooter service data available in real-time and at no cost to the general public: Field name Format Description GPS Coordinate X, Y n/a Availability duration Minutes n/a Availability start date MM, DD, YYYY n/a Availability start time HH:MM:SS (00:00:00 – 23:59:59) May be combined with start date. Fuel Level 0 – 100% If electric. Fall Over Binary If equipped: Yes/1/True = Bicycle/Scooter has fallen over. No/0/False = Bicycle/Scooter is upright.
g. Dock-based service models will make all service and system data available publicly using the General Bikeshare Feed Specification (GBFS) format. Vendors are exempt from section 6(f) if all required variables listed in section 6(f) are served by their publishing of the GBFS format. Vendors must also ensure similar data is available for scooters.
h. If geofenced station areas are created by the operators as defined in section 4(h), the City shall receive a standard GIS format file (i.e., shapefile, file geodatabase, etc.) with the station areas prior to enabling them in the system. Any updates to geofenced areas shall be provided to the City as a new version of the dataset prior to taking effect.
i. Vendors shall provide City staff with up to 10 unlimited licenses to use the system to aid in system oversight, monitoring quality control, verifying user experience and device maintenance standards, validating data, and aiding in device relocation efforts when necessary.
j. All references to spatial data and positional coordinates shall be accurate to within 3 meters or less.

k. Computer and other technical systems should maintain current security standards sufficient to protect users' PII data, as defined in section 7. Security methods should meet or exceed industry standards for: data encryption, antivirus, firewall, user account reclamation, brute-force lockouts, minimum password requirements for users and staff, and minimum necessary data transference. System security is the sole responsibility of the Vendor.

7. CONSUMER PROTECTION
    a. The City will use the definition of Personally Identifiable Information (PII) as defined by Government Accountability Office publication GAO-08-536 and accepted by National Institute of Standards and Technology via publication 800-122 for any information about an individual, including:
        i. Any information that can be used to distinguish or trace an individual's identity, such as name, Social Security number, date and place of birth, mother's maiden name, or biometric records; and
        ii. Any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. The following non-exhaustive list will serve as examples of PII: 1. Name (in whole or in part), 2. Home Address, 3. Email Address, 4. Social Security Number, 5. Passport Number, 6. Citizenship, 7. Driving License Number, 8. User Photos, 9. Credit Card Numbers, 10. Social Media Accounts, 11. Digital Identity, 12. Genetic Information, 13. Age, 14. Race, 15. Telephone Number, 16. Usernames/Login Information, and 17. Financial Information
    b. Users' PII may not be shared, sold, traded, or given to any third party without the users' consent except for the express purpose of fulfilling service needs and contractual requirements with the City of Hopkins, and as required by law. This prohibition includes but is not limited to: related organizational entities, such as parent corporations and subsidiaries; marketing and advertising firms; political organizations; religious organizations; financial entities; other governmental agencies; and private parties.
    c. Vendor staff access to users' PII shall be limited to the minimum access necessary to ensure these terms and conditions. Internal staff security protocols shall be established to maintain the security of users' PII and technical systems.

8. TERMINATION AND CONTRACT AMENDMENTS
    a. The City shall have the right to amend the contract between the City and a vendor at any time for any reason. The City will notify all vendors of any amendment and a reasonable time-period for which to comply. If compliance is not made within the specified time-period, then the City shall have the right to terminate the contract.
    b. The City shall reserve the right to terminate the contract between the City and a vendor at any time and require that the entire fleet of bicycles and scooters be removed. The decommissioning shall be completed within 30 days unless a different time-period is determined by the City.

# EXHIBIT B

**APPENDIX B: INSURANCE SPECIFICATIONS FOR CITY CONTRACTS**

Contractor shall not commence work under the contract until it has obtained all the insurance described below and the City has approved such insurance.

Contractor shall maintain such insurance in full force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**1. Workers' Compensation Insurance**

Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

If Minnesota Statutes, Section 176.041 exempts Contractor from Workers' Compensation insurance, or if the Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If, during the course of the contract, the Contractor becomes required under law to provide Workers' Compensation, the Contractor must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

**2. Commercial General Liability Insurance**

Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

$1,500,000 – per occurrence

$2,000,000 – annual aggregate

$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

**3. Commercial Automobile Liability Insurance**

Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this contract, and in case any work is subcontracted

the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$1,500,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobiles.

**4. Professional/Technical (Errors and Omissions) Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following minimum limits:

$1,000,000 – per claim or event

$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the City. If the Contractor desires authority from the City to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

**5. Additional Insurance Conditions**

Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract. The City may require that it be named on any of the above-required policies.

Contractor's policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium. Contractor shall provide the City with any notice of cancellation of any policy for any reason within 10 days of receipt.

Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance.

Contractor shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits on a follow-form basis to satisfy the full policy limits required by the Contract.

The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.

All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City’s authorized representative upon written request.

The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.

The City reserves the right to modify the insurance requirements for any particular project.

April 5, 2022 Council Report 2022-034

**Approval of a Contract for Design Services for a Park System Master Plan with Confluence**

## Proposed Action

Staff recommends that the Council approve the following motion: Approval of a contract in the amount of $130,589 for design services for a Park System Master Plan with Confluence.

## Overview

For the past several months, the Park Board has worked to create an RFP for a Park System Master Plan which looks to comprehensively plan for park redevelopment and residential growth for the next twenty years. The plan also explores the public realm and spaces like The Artery, Clocktower Plaza and light rail station areas and their influence on economic development and placemaking for the community. The creation of a Park System Master Plan aligns with the 2022 work plan goals for the Park Board approved by City Council in December 2021.

At the January 24, 2022, Park Board meeting, the Park Board directed staff to release an RFP for the plan. Proposals were due March 1, 2022, and the City received six submissions. Following the process outlined in the RFP, staff from Administration, Economic Development, Public Works, and Minnetonka Parks and Recreation reviewed the proposals and shortlisted two consultants to be interviewed. Many factors were considered in the shortlisting of consultants, including equity scoring criteria, completeness of the proposal, and comparable project experience.

At a special meeting of the Park Board on March 14, 2022, members of the Park Board along with the above-mentioned staff interviewed two consultants, Asakura Robinson and Confluence. At their regularly scheduled meeting on March 28, 2022, members of the Park Board were unanimous in their decision to recommend Confluence to the City Council for creation of the Park System Master Plan. Many factors influenced the decision including the firm's previous experience on similar projects, proposed engagement strategies, and use of a financial consultant with experience working with City's which had joint recreation programs. During the meeting, the Park Board directed Staff to work with Confluence to clarify where sustainability will be prioritized in the plan to ensure that the plan has an environmental focus, to increase the number of master planned parks to up to 6, and to increase the amount of engagement that would be led by the consultant.

The final proposal has a total cost of $130,589 to be paid from the Park Development and Economic Development funds. The timeline for this work would begin in April 2022 and seek final City Council approval in June 2023.

**Supporting Information**

- Proposal from Confluence for a Park System Master Plan
- Contract for Services with Confluence

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PeggySue Imihy Bean, AICP
Management Analyst

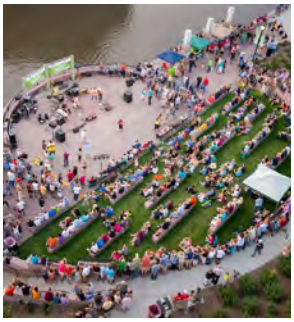
# PARK SYSTEM MASTER PLAN

## HOPKINS, MINNESOTA









CONFLUENCE

March 1, 2022

530 N Third Street, Suite 120
Minneapolis, Minnesota 55401
612.333.3702
www.thinkconfluence.com

In association with: PROS Consulting + Putting Change in Motion

## RE: REQUEST FOR PROPOSALS - CONSULTANT SERVICES FOR THE CITY OF HOPKINS PARK SYSYEM MASTER PLAN

On behalf of the Confluence team, we are pleased to submit our qualifications and approach to prepare a community-driven Park System Master Plan + Implementation Plan with the City of Hopkins. Our approach to planning, implementation, and operations guidance ensures this plan will meet the needs of Hopkins's residents and guide decision making and investment for the next 20-years. We have a successful track record in developing system-wide master plans for diverse communities in Minnesota. Our proposed Team includes PROS Consulting and Putting Change in Motion. PROS brings an unmatched national perspective to park system analysis, operations, and implementation strategies. Putting Change in Motion will help the City bring new voices into the discussions surrounding parks. Our Team provides local talent and expertise with nationally recognized parks and recreation experts that will ensure we can offer the best of both worlds to help the City of Hopkins achieve the aspirational vision outlined in the RFP.

Our Team understands the park system plan must provide creative solutions specific to Hopkins in order to meet current and future community needs that are aligned with the 2040 Cultivate Hopkins Comprehensive Plan goals. We will evaluate existing park system features and facilities, recreation programming through the City of Minnetonka, amenities and services as related to benchmark communities, and the accepted national standards to identify where changes in the current park system are warranted. We will develop an implementation strategy that will guide decision-making, prioritize investments, and optimize maintenance operations in the park system. These analyses will examine the community today and for the next 20-years based on anticipated demographic, economic, and social changes. Our Team will identify best practices to ensure the park system is managed and maintained sustainably and equitably to meet the challenges of climate change and population growth.

Hopkins is a fully developed community with various incomes, ages, and mobility needs. 60% of the population rent their homes, and 91% of those homes are within a 10-minute walk to a park. This is a great foundation for accessibility. Our Team takes care to understand the needs of the community and will determine if Hopkin's accessible parks are meeting those needs. We discovered in Bloomington that having equal access to parks doesn't provide equity if those parks are not equally serving their surrounding residents. Additionally, not all access routes to parks are equally safe and inviting. Our analysis will go beyond typical park and GIS metrics to highlight broad patterns in the City, identify neighborhood level issues and opportunities, and understand the quantity and quality of experiences in the parks. In a city with limited opportunities for new park development and increasing density, we will work with staff and the Park Board to define what a Park currently is in Hopkins and what 'Park' could mean in the future. Hopkins has already started this process with POPS and the City's zoning code, but the analysis could extend to existing privately and/ or publicly owned spaces in the City that are underutilized, or exist in key locations.

Our recent Park System planning in Bloomington and the Minneapolis North and South service areas was inclusive to the population, representing some of the most ethnically diverse and economically challenged communities in Minnesota. Our creative and thoughtful approach to community engagement bridges barriers and strives to connect with traditionally under-represented communities such as BIPOC, immigrants, people living with disabilities, elders, youth, and low-income households. Putting Change in Motion is a trusted partner with unmatched experience in connecting with these community members. Their process provides a safe and welcoming atmosphere to build trust and invite dialogue. Technology and digital engagement tools are vital for connecting with today's public. However, they often don't capture many voices in the community. We feel those voices are critical to understanding the full richness, complexity, and needs of all Hopkins residents. Putting Change in Motion will help us make those critical connections and insights.

We welcome the opportunity to discuss our qualifications and our approach with you in further detail.

Respectfully,



Brad Aldrich, Associate Principal

We acknowledge receipt of Addendum #1 on 1/31/2022 and the questions and responses from 2/17/2022.

OUR TEAM | SECTION ONE

WORK EXAMPLES + REFERENCES | SECTION TWO

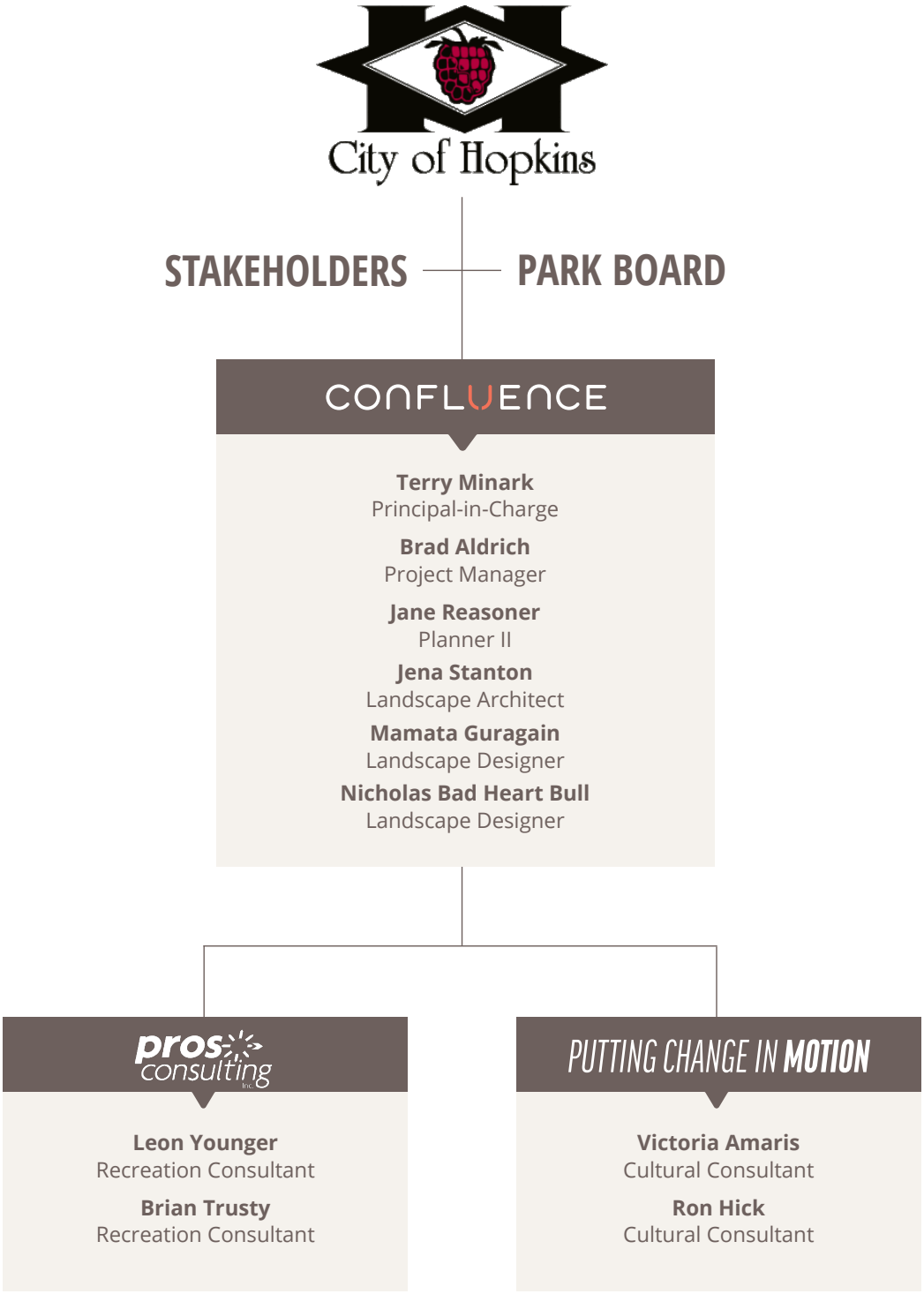
PROJECT UNDERSTANDING + SCOPE OF SERVICES | SECTION THREE

PROJECT TIMELINE | SECTION FOUR

QUESTIONS | SECTION FIVE

# ORGANIZATIONAL CHART

All key staff indicated in the below organizational chart have the capacity and availability in their schedules to begin work on your project immediately. While there will likely be additional staff involved in a supportive role on this project, the key team members listed will be involved throughout the duration of the project. By selecting Confluence, you are selecting a team with nine offices and a staff of over 70+ people. We have a long history of meeting project timelines and are dedicated to meeting all of your schedule needs and project expectations and will staff this project as needed.



# CONFLUENCE

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners. Our staff of 70+ includes 39 licensed landscape architects and AICP certified planners – and our firm is comprised of energetic, creative, and passionate people who are involved in making our communities better places to live. We assist our clients on a wide range of public, educational, institutional and private sector projects. Our landscape architects are licensed to practice in California, Colorado, Georgia, Kansas, Idaho, Illinois, Iowa, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, Nevada, North Dakota, Ohio, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Wisconsin, and Wyoming – and this list continues to grow to meet our client's needs.

## WHAT WE DO

Simply stated - we create places full of life. The diversity of our work and expertise has become a hallmark of our firm, and it's a big reason why our clients engage us again and again to help establish their next creative vision for the future. We offer a wide array of design and planning capabilities, handling everything from stakeholder and community engagement activities, to crafting urban design and community planning solutions, to representing our clients during construction implementation. With over twenty years of award-winning experience and hundreds of completed projects, Confluence has shaped the practice of landscape architecture, planning and urban design across the Midwest, and we love what we do. What can we do for you?

## HOW WE WORK

Our creative process is focused on collaboration and insightful interaction with our clients, consultants and the community in which we work. We begin by gaining an insightful and objective understanding of each project, including how it fits into the surrounding context. From vision to completion, our team excels in collaborating to shape and achieve your "what's next" – while also planning ahead on your long-term strategy. The diversity of our practice and professional experience provides a solid framework upon which to build successful strategies for achieving our client's goals.

*Confluence brings together people, energy and ideas to shape the future of our communities. We strive to achieve the inherent potential within each project while naturally making our world a better place.*

## CONTACT

**Minneapolis**
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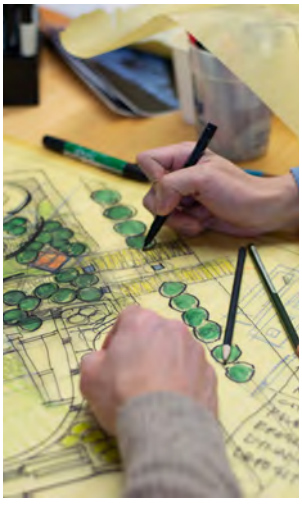
Minneapolis, Minnesota 55401
612.333.3702

**Des Moines**
**Cedar Rapids**
**Kansas City**
**Omaha**
**Sioux Falls**
**Fargo**
**Chicago**
**Denver**

*Our network of nine offices, located throughout the Midwest, provides value to our clients through our depth of experience identifying, developing and applying emerging creative trends and best practices.*







## DIVERSITY + INCLUSION PROGRAM

Confluence is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. The Confluence management team and leadership is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment. Understanding that our company culture in regard to diversity and inclusion directly reflects into the work we do, we actively seek robust community engagement that is inclusionary and targets minority communities who may otherwise be underrepresented in less-robust engagement strategies. Throughout our extensive project experience, we have found many creative ways to reach under-served and under-represented communities to ensure those voices are heard and reflected in the work that we do.

Additionally, in May 2020, a group of Confluence employees in various positions in the firm came together to autonomously form an Equity Committee. Company leadership swiftly recognized and formalized the Equity Committee as a staple resource group within Confluence. The purpose of the Equity Committee is to provide a space and resource for peers in the company to discuss not only the events of last summer in our hometowns, but to have conversations that unpack how systemic racism is in our society and what our role is as designers in the environmental realm; specifically what this has historically looked like and how systemic racism in the built environment must be addressed and changed. The charge of the committee is to ensure that team members are actively involved in creating a more equitable built environment, beginning at an internal level with the "3 Es: Equip, Engage, and Elevate"; to provide team members with tools to better understand these topics, have company-wide conversations, and encourage employees to extrapolate these conversations and knowledge in their professional and personal lives. One tool that the Equity Committee uses is to provide media resources that directly address systemic racism to assist those in the company in better understanding systemic equity issues from a holistic view as well as from a profession-specific lens. The committee also engages equity-minded professionals to speak to the company on these topics. We are currently reviewing and discussing '1619', a New York Times audio series on how slavery has transformed America.

One further program that Confluence has participated in is the Step Up program. From the Step Up program website, "Step Up brings together Minneapolis young people (ages 14-21) with Twin Cities employers through internships and training that build careers and lead to a diverse, skilled and equitable workforce." Confluence has participated in multiple ways with the Step Up program, including hiring multiple high school interns, serving on the Step Up Design Pipeline Committee, and providing mentorship during the Creative Crash Course day where students partner with a design professional and charette a design solution to a real life equity issue. Students that participate in the Step Up program are typically from a underprivileged background, and Step Up provides these students paid internships and career pathway mentorship.  Reciprocally, this program also provides employers sight into the next generation of workforce talent and designers, encouraging a more diversity-focused hiring program.





# PROS CONSULTING

PROS Consulting is a small firm with a big presence in the field of management consulting for public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. PROS is among only a small handful of firms that have tremendous experience in the field as practitioners and have become nationally recognized for helping to shape and further transform the industry of parks and recreation.

## CONTACT

**Indianapolis**
35 Whittington Drive, Suite 300,
Brownsburg, Indiana 46112
877.242.7760

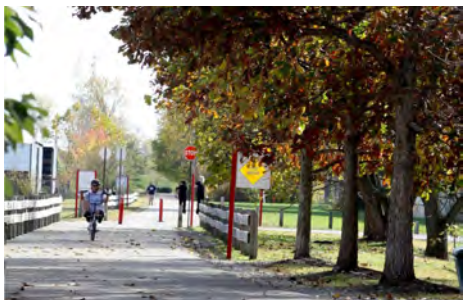
## AREAS OF FOCUS

Management consulting and planning services offered by PROS span the full spectrum of planning needs for public agencies, and are grouped into the following practice areas:

- **Feasibility Studies and Business Planning** – completed over 200 feasibility studies and business plans, often counseling our clients on how they can shape their projects and their vision around the reality of what is feasible and sustainable.
- **Operations, Maintenance and Organizational Development** – completed over 450 plans that involved operations, programming, maintenance and organizational development components.
- **Financial Planning and Management** – PROS is most renowned for providing the most innovative and proven methods for financial planning and management in the public sector with direct experience with over 150 proven ways to fund public parks, facilities and park systems.
- **Strategic Planning** – completed over 80 strategic plans for cities, counties, park districts and state agencies to help them become established in their market or to reposition themselves.
- **Needs Assessment** – completed over 250 needs assessments as a precursor of doing a Master Plan, Strategic Plan or Feasibility Study. We will perform a comprehensive parks, facilities and program needs assessment that helps identify importance and unmet needs for a variety of facilities / amenities and programs.
- **Master Planning** – completed over 250 master plans for parks and park systems that have been successfully implemented and driven over $5 billion











# PUTTING CHANGE IN MOTION

Putting Change in Motion is a consulting business owned by Victoria Amaris that specializes in cultural competence, multicultural research, civic engagement, facilitation, training, and planning.

Victoria Amaris has 30 years of experience as a trainer and consultant, with a special focus on cultural competence. She is an independent consultant and provides capacity building, coaching, program development and technical assistance in the area of cultural competence to government, non-profit organizations, schools, health agencies and the faith community.

Putting Change in Motion uses a Consultant Collaborative approach to community engagement. This approach utilizes a unique framework which has been very successful and yielded superior results, we consider to be more authentic. The approach will be one that is customized to the respective community, egalitarian and participatory, creating an environment which draws out participant's knowledge, ideas, interests and concerns.

We bring:

- Significant networks of people across all sectors and communities, including a substantial set of relationships with various communities of color.
- Team members are multi-ethnic, one is bilingual in Spanish and English.
- Expertise and knowledge of multicultural community engagement best practices
- Methodologies which allow participants to build on others' responses to gain and provide new insights, where mutual learning occurs naturally.

Because our work has a strong cultural competence element, each group is thoughtfully customized to the culture of the participants. We are using the term "culture" in its broadest sense, to include not only ethnic, racial cultures but those of different ages, abilities, urban and rural, as well as national origin. Therefore, we strive to identify facilitators, transcriptionists from each community, rather than employing interpreters. Particularly, in groups for who English is a second language, or not spoken at all, the dynamic is more natural and comfortable without interpreters in the mix.



## CONTACT

**Minneapolis**
gve@amaris.org
612.423.1251

PUTTING CHANGE IN **MOTION**

Putting Change in Motion fulfills all of the requirements for certification as a Disadvantaged Business Enterprise in Minnesota. However, PCM has not pursued this certification.







# TERRY MINARIK, ASLA, PLA
## PRINCIPAL-IN-CHARGE

### PROFESSIONAL + CIVIC AFFILIATIONS

**American Society of Landscape Architects**, Minnesota Chapter

### CURRENT + NOTABLE PROJECT EXPERIENCE

Park System Master Plan / Bloomington, Minnesota
Sauk Rapids Riverfront Parks / Sauk Rapids, Minnesota
Shakopee Park Trail Recreation Master Plan / Shakopee, Minnesota Mdewakanton Sioux Community Riverfront Master Plan / Shakopee, Minnesota
Minneapolis Park and Recreation Board (MPRB) North Service Area Master Plan / Minneapolis, Minnesota
Minneapolis Park and Recreation Board (MPRB) South Service Area Master Plan / Minneapolis, Minnesota
Edina Parks and Recreation Strategic Plan / Edina, Minnesota
Fred Richards Ecological Park Master Plan / Edina, Minnesota
Traverse Trail System Masterplan / Duluth, Minnesota
Parks and Recreation System Master Plan / Burnsville, Minnesota
Park System Master Plan / Apple Valley, Minnesota
St. Cloud RiverWalk Master Plan / St. Cloud Minnesota
Dakota County Mississippi River Trail Interpretive + Experience Design / Dakota County, Minnesota
Rice Lake Park / Prior Lake, Minnesota
Park and Campground Planning and Design / Barnum, Minnesota
Minneapolis Parks and Recreation Board (MPRB) South Service Area Master Plan / Minneapolis, Minnesota
Parks, Recreation and Trails Strategic Plan / Edina, Minnesota
Park System Master Plan / Deephaven, Minnesota
Gateway Park Master Plan / Minneapolis, Minnesota*
Town Green and Amphitheater / Maple Grove, Minnesota*
Central Park Master Plan / Maple Grove, Minnesota*
Minnesota Zoological Gardens Exhibit Design / Apple Valley, Minnesota*
Veterans Memorial Amphitheater / St. Louis Park, Minnesota*
Granite Falls Downtown & Riverfront Master Plan / Granite Falls, Minnesota*
Mississippi Commons Master Plan / Champlin, Minnesota*

** work performed while employed by another firm*



Terry has an extensive background in urban planning, programming and public space design and collaborates with his clients to develop innovative and contextually sensitive design solutions. He has dedicated his career to creating meaningful spaces that challenge the conventional boundaries of landscape architecture.

### PROFESSIONAL EXPERIENCE

31 Years of Experience

8 Years with Confluence

### EDUCATION

University of Manitoba
Master of Landscape Architecture
Spring 1995

University of Manitoba
Bachelor of Environmental Design / Spring 1990

### PROFESSIONAL REGISTRATIONS

Licensed Professional Landscape Architect:

- Minnesota / #42242
- Texas / #3448

### CONTACT

Minneapolis Office
tminarik@thinkconfluence.com

# BRAD ALDRICH, ASLA, LEED AP BD+C
## PROJECT MANAGER + PARK MASTER PLANNING

### PROFESSIONAL + CIVIC AFFILIATIONS

**American Society of Landscape Architects,** Minnesota Chapter

### CURRENT + NOTABLE PROJECT EXPERIENCE

Bloomington Park System Master Plan / Bloomington, Minnesota
Shakopee Park Trail Recreation Master Plan / Shakopee, Minnesota
MPRB South Service Area Master Plan / Minneapolis, Minnesota
MPRB North Service Area Master Plan / Minneapolis, Minnesota
Parks and Recreation System Master Plan Update / Burnsville, Minnesota
Wayzata Park System Master Plan / Wayzata, Minnesota
Park System Master Plan Update / Apple Valley, Minnesota
Park System Master Plan / Deephaven, Minnesota
Edina Parks and Recreation Strategic Plan / Edina, Minnesota
Theodore Roosevelt Presidential Library / Medora, North Dakota
Harbor Plaza Renovation / Hopkins, Minnesota
Dakota County Visitor Services and Operations Plan / Dakota County, Minnesota
Highland Bridge (Ford) Parks / Saint Paul, Minnesota
Shakopee Mdewakanton Sioux Community Riverfront Master Plan / Shakopee, MN
Minneapolis Parks and Recreation Board (MPRB) Peavey Park Improvements Phase 1 & Phase 2 / Minneapolis, Minnesota
St. Cloud Riverwalk Master Plan / St. Cloud, Minnesota
Fred Richards Nature and Ecology Park Master Plan / Edina, Minnesota
Stagecoach Park / Shakopee, Minnesota
Quarry Lake Mountain Bike Trail and Skills Course / Shakopee, Minnesota
Hopkins Traverse Trail Master Plan / Hopkins, Minnesota
Shakopee Signage and Wayfinding / Shakopee, Minnesota
Marystown Dog Park / Shakopee, Minnesota
Shakopee Cultural Trail / Shakopee, Minnesota
Windemere Community Park Master Plan / Shakopee, Minnesota
SandVenture Renovation / Shakopee, Minnesota
Shakopee Lions Park / Shakopee, Minnesota
Saint Paul Tennis Club / Saint Paul, Minnesota
Mainstreet Stormwater Celebration Park / Albert Lea, Minnesota*
Freeborn Waseca Regional Trail Master Plan / Freeborn and Waseca Counties
Bruce Vento Nature Sanctuary / Saint Paul, Minnesota*
Cleary Regional Park Stormwater Improvements / Prior Lake, Minnesota*
Heritage Park / Inver Grove Heights, Minnesota*
Brown's Creek State Trail / Stillwater, Minnesota*



Brad creates high performance, multi-functional landscapes that provide numerous ecosystem services to the client and surrounding community. He works across scales to integrate green infrastructure into the public realm and create sustainable environments and unique places.

### PROFESSIONAL EXPERIENCE

19 Years of Experience

6 Years with Confluence

### EDUCATION

University of Minnesota
Master of Landscape Architecture
2004

University of Minnesota
Bachelor of Environmental Design, Minor in Urban Studies
2000

### PROFESSIONAL REGISTRATIONS

Licensed Professional Landscape Architect:

- Minnesota / #45630

### CONTACT

Minneapolis Office
baldrich@thinkconfluence.com

# JANE REASONER, AICP, LEED GA
## PLANNER II

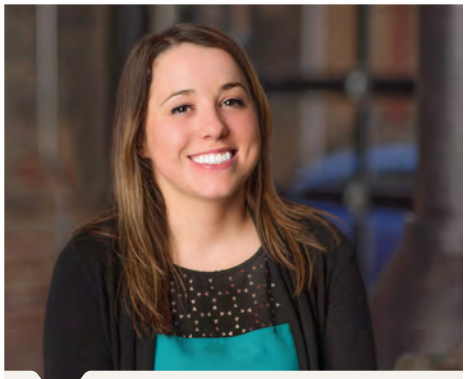
### PROFESSIONAL + CIVIC AFFILIATIONS

**American Institute of Certified Planners (AICP)**

**American Planning Association**

### CURRENT + NOTABLE PROJECT EXPERIENCE

Shakopee Park Trail Recreation Master Plan / Shakopee, Minnesota
Freeborn County Rails to Trails Master Plan / Albert Lea, Minnesota
MPRB North Service Area Master Plan / Minneapolis, Minnesota
Clapp Golf Course / Wichita, Kansas
Cherokee Trail Extension + Park Master Plan / Cherokee, Iowa
Ankeny Parks Master Plan / Ankeny, Iowa
Polk County Comprehensive Plan Update / Des Moines, Iowa
South of Gray's Lake Master Plan / Des Moines, Iowa
Paola Comprehensive Plan Update / Paola, Kansas
Bondurant Comprehensive Plan Update / Bondurant, Iowa
University Avenue Redevelopment Plan / West Des Moines, Iowa
Roeland Park Comprehensive Plan Update / Roeland Park, Kansas
Webster County Comprehensive Plan Update / Fort Dodge, Iowa
Van Meter Comprehensive Plan Update / Van Meter, Iowa
Norwalk 2040 Comprehensive Plan / Norwalk, Iowa
Carlisle Comprehensive Plan / Carlisle, Iowa
1620 Clark Street Planning Study / Omaha, Nebraska
Cedar Falls Master Plan / Cedar Falls, Iowa
Ankeny Zoning + Subdivision Code Rewrite / Ankeny, Iowa
Fairfield Comprehensive Plan Update / Fairfield, Iowa
Mount Vernon Corridor Plan / Mount Vernon, Iowa
Ankeny Comprehensive Plan / Ankeny, Iowa
Tea Comprehensive Plan Update / Tea, South Dakota
Johnson County Comprehensive Plan Update / Johnson County, Iowa
Warrensburg Comprehensive City Plan / Warrensburg, Missouri



Jane brings an interest in the environment and sustainability to every project. She has worked on many comprehensive plans across the Midwest designing interactive engagement strategies and providing population, environmental, parks and economic analyses.

### PROFESSIONAL EXPERIENCE

6 Years of Experience
5 Years with Confluence

### EDUCATION

Georgia Institute of Technology
Master of City and Regional Planning / 2016

University of South Dakota
Bachelor of Arts / 2012

### PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners: #31893

American Planning Association

LEED Green Associate

### CONTACT

Des Moines Office
jreasoner@thinkconfluence.com

# JENA STANTON, ASLA
## LANDSCAPE ARCHITECT

### PROFESSIONAL + CIVIC AFFILIATIONS

**American Society of Landscape Architects,** Minnesota Chapter

### CURRENT + NOTABLE PROJECT EXPERIENCE

Cultivate Hopkins | City of Hopkins 2040 Comprehensive Plan / Hopkins, Minnesota*

Duluth Baywalk / Duluth, Minnesota

Bloomington Park System Master Plab / Bloomington, Minnesota

Downtown Fond Du Lac Public Placemaking & Stewardship Guide / Fond Du Lac, Wisconsin*

Texa-Tonka Small Area Plan / St. Louis Park, Minnesota*

City of Monticello Downtown Small Area Plan / Monticello, Minnesota*

Hardman Triangle Redevelopment Plan / South St. Paul, Minnesota*

MnDOT Arden Hills Training Center & Truck Station Campus Master Plan / Arden Hills, Minnesota*

Downtown Brooklyn Center Master Plan / Brooklyn Center, Minnesota*

City of Worthington Design Guidelines / Worthington, Minnesota*

The Shipyard / Green Bay, Wisconsin*

Puyallup Master Plan / Tacoma, Washington*

Minneapolis College of Art and Design (MCAD) Masterplan Study / Minneapolis, Minnesota*

Sanford Fargo Sports Complex & Master Plan / Fargo, North Dakota*

Saint Stanislaus College Campus Masterplan / Bay Saint Louis, Mississippi*

University of Mary Lumen Vitae Campus Masterplan / Bismarck, North Dakota*

Stark County Fairgrounds Master Pan / Dickinson, North Dakota*

Williston State College (WSC) Master Plan / Williston, North Dakota*

Gateway to Science Campus Master Plan / Bismarck, North Dakota*

** work performed while employed by another firm*



Jena is a problem solver that finds solutions through the creative process of design. She believes strongly in the ability of design to improve our communities, our environment, and our quality of life.

### PROFESSIONAL EXPERIENCE

9 Years of Experience

<1 Year with Confluence

### EDUCATION

North Dakota State University
Bachelor of Landscape Architecture and Environmental Design / Spring 2013

### PROFESSIONAL REGISTRATIONS

Licensed Professional Landscape Architect:

- Minnesota / #60040

### CONTACT

Minneapolis Office

jstanton@thinkconfluence.com

# MAMATA GURAGAIN, ASLA
## LANDSCAPE DESIGNER

### PROFESSIONAL + CIVIC AFFILIATIONS

**American Society of Landscape Architects,** 2020

### CURRENT + NOTABLE PROJECT EXPERIENCE

Bloomington Park System Master Plan / Bloomington, Minnesota
Jennifer Lane Neighborhood Park / Shakopee, Minnesota
Riverfront Marina / Shakopee, Minnesota
Marystown Dog Park / Shakopee, Minnesota
Sandventure Renovation Feasibility Study / Shakopee, Minnesota
Quarry Lake Park Master Plan / Shakopee, Minnesota
Quarry Lake Mountain Bike Trail / Shakopee, Minnesota
Windermere Community Park Master Plan / Shakopee, Minnesota
Sandventure Renovation Feasibility Study / Shakopee, Minnesota
Apple Valley Pickleball Study / Apple Valley, Minnesota
Ford Site Redevelopment - Public Realm / Saint Paul, Minnesota
Colorado Front Range Trail*
Prospect Ridge Academy / Broomfield, Colorado*
Woodrow Wilson Academy / Westminster, Colorado*
South Hover Neighborhood Development / Longmont, Colorado*

** work performed while employed by another firm*



Mamata has over two years of experience with a variety of project types ranging from primary and secondary education, neighborhood development and medical offices. Her work is driven by a desire to create spaces for all ages to enjoy.

### PROFESSIONAL EXPERIENCE

3 Years of Experience

1 Year with Confluence

### EDUCATION

University of Illinois, Urbana-Champaign
Masters in Landscape Architecture / 2017

Tribhuvan University, Pulchowk Campus
Bachelors in Architecture / 2011

### CONTACT

Minneapolis Office
mguragain@thinkconfluence.com

# NICHOLAS BAD HEART BULL, ASLA
## LANDSCAPE DESIGNER

### PROFESSIONAL + CIVIC AFFILIATIONS

**American Society of Landscape Architects**, Minnesota Chapter

### CURRENT + NOTABLE PROJECT EXPERIENCE

Red River Greenway Study / Fargo, North Dakota

Shakopee Signage Guidelines / Shakopee, Minnesota

Cannery District Parks / Eau Claire, Wisconsin

Cohasset Riverfront Development / Cohasset, Massachusetts

Levee Drive Trail Head Concept Design / Shakopee, Minnesota



Nicholas enjoys solving problems by utilizing different approaches. He is passionate about understanding how we interact with built and natural environments and using more holistic methods to solve many of the problems we face.

### PROFESSIONAL EXPERIENCE

<1 Years of Experience

<1 Years with Confluence

### EDUCATION

University of Minnesota
Master of Landscape Architecture
2019

University of Minnesota
Master of Civil Engineering / 2014

Saint Cloud State University
Bachelor of Technology
Management / 2008

### CONTACT

Minneapolis Office

nbull@thinkconfluence.com

# LEON YOUNGER
## RECREATION CONSULTANT

### CURRENT + NOTABLE PROJECT EXPERIENCE

Minneapolis Maintenance and Operations Plan / Minneapolis, Minnesota
Shakopee Parks and Recreation Master Plan / Shakopee, Minnesota
Sioux Falls Parks and Recreation Master Plan / Sioux Falls, South Dakota
Maple Grove Recreation Center Feasibility Study / Maple Grove, Minnesota
Carmel Parks and Recreation Master Plan / Carmel, Indiana
Westerville Parks, Recreation and Open Space Master Plan / Westerville, Ohio
Upper Arlington Parks and Recreation Master Plan / Upper Arlington, Ohio
Shawnee County Parks and Recreation Strategic Master Plan / Topeka, Kansas
Merriam Parks and Recreation Facilities Master Plan / Merriam, Kansas
Lawrence Parks and Recreation Master Plan / Lawrence, Kansas
Olathe Parks and Recreation Master Plan & Recreation Center Feasibility Study / Olathe, Kansas
City of Kansas City Parks and Recreation Master Plan / Kansas City, Missouri
Grapevine Parks, Recreation and Open Space Plan / Grapevine, Texas
Charlotte and Mecklenburg Counties Parks and Recreation Strategic Master Plan / Charlotee and Mecklenburg Counties, North Carolina
Toledo Metroparks Strategic Master Plan / Toledo, Ohio
Prince George's County Functional Master Plan for Parks, Recreation and Open Space / Prince George's County, Maryland
Cleveland Metroparks Strategic, Financial and Operational Master Plan / Cleveland, Ohio
San Francisco Recreation Plan and Needs Assessment / San Francisco, California
Georgia State Parks Business Development Planning
Olathe Lake Parks Business Plans / Olathe, Kansas
Montana State Parks Business Planning Services
Dallas Recreation Master Plan and Strategic Plan / Dallas, Texas
Central Iowa Water Trails Governance and Management Analysis / Des Moines, Iowa
Explore Park Feasibility Study and Business Plan / Roanoke County, Virginia
Tropical Park Business Plan / Miami Dade County, Florida
Fort Worden State Park Long Range Development Plan / Seattle, Washington
Craig Ranch Regional Park Market Analysis and Business Plan / North Las Vegas, Nevada
Red Mountain Park Business Plan / Birmingham, Alabama
Texas State Park Business Planning
Leon County Sports Complex and Field House Feasibility Study / Leon County, Florida
Martinsville Sports Complex Feasibility Study / Martinsville, Virginia
Edgewater Park State Park Business Plan / Cleveland, Ohio



Leon is the Founder and President of PROS Consulting. He brings more than 30 years of experience in parks, recreation, and leisure services and is a recognized leader in applying innovative approaches to managing parks and recreation organizations.

### PROFESSIONAL EXPERIENCE

37 Years of Experience
25 Years with PROS Consulting

### EDUCATION

University of Kansas
M.P.A. / 1988

Kansas State University
B.S. / 1975

### PROFESSIONAL REGISTRATIONS

Certified Park and Recreation Professional

### CONTACT

Indianapolis Office
leon.younger@prosconsulting.com

# BRIAN TRUSTY
## RECREATION CONSULTANT

### CURRENT + NOTABLE PROJECT EXPERIENCE

Central Iowa Water Trails Governance and Management Analysis / Des Moines, Iowa
Central Iowa Water Trails Market Assessment and Business Plan / Des Moines, Iowa
Chair, Texas State Parks Advisory Committee, Texas Parks and Wildlife Department
Chair, Great Plains Landscape Conservation Cooperative, USFWS
Member, Advanced Environmental Research Institute Advisory Board, University of North Texas
WOKA Whitewater Park Market Assessment and Operations Plan
Chickaloon Tribe Matanuska Watershed Recreation and Trails Plan
Texas State Parks Business Planning Services
State of Kentucky Parks, Operations and Financial Strategic Plan
Bays Mountain Regional Park Long Range Strategic Plan
Eastern Kentucky Regional Adventure Tourism Plan
Maryland State Parks Operational and Financial Plan
City of Glendale, AZ Parks and Recreation Master Plan / Glendale, Arizona
City of Sedona, AZ Parks and Recreation Master Plan / Sedona, Arizona
City of West Richland, WA Parks and Recreation Master Plan / West Richland, Washington
City of Palmer, AK Parks and Recreation Master Plan / Palmer, Alaska
Town of Crested Butte, CO Regional Parks and Recreation Plan / Butte, Colorado
Parks, Recreation, Trails and Open Space Master Plan / Missoula County, Montana



Brian has enjoyed a 28-year career in parks and recreation, land and habitat management, tourism, and economic development that includes executive management responsibilities in private for-profit, private non-profit, and public organizations.

### PROFESSIONAL EXPERIENCE

28 Years of Experience
<1 Year with PROS Consulting

### EDUCATION

Texas A&M University
Master of Science / 2000

Texas A&M University
Bachelor of Science / 1995

### CONTACT

Indianapolis Office
brian.trusty@prosconsulting.com

# VICTORIA AMARIS
## CULTURAL CONSULTANT

### PROFESSIONAL + CIVIC AFFILIATIONS

**Big Brother Big Sisters of the Greater Twin Cities**

**Step-Up Achieve, Supervisor and Mentor & Design Pipeline Committee**

### CLIENT LIST FOR RELATED PROJECTS

McKinsey and Company;
Dakota County, MN
The Caponi Art Park
TPT Television
University of MN Dental School
National Bar Association
Hennepin Bar Association
Minnesota Department of Education; Rainbow Research
Ramsey County Foster Care; the American Cancer Society Midwest Division
MCTC
Minneapolis Institute of Art
Westside Health Services
UIC Latino Health Research and Policy Center in Chicago
Hennepin County
City of Minneapolis Health Department
Minneapolis Foundation
Saint Paul Foundation
St. Thomas Multicultural Forum and the Minnesota Cultural Development Center
Additional Minnesota Cities - Roseville, Shoreview, Richfield, Bloomington, Brooklyn Park, Brooklyn Center, Robbinsdale, and Maple Grove



Victoria Amaris has 30 years of experience as a trainer and consultant, with a special focus on cultural competence. She provides capacity building, coaching, program development and technical assistance in the area of cultural competence to government, non-profit organizations, schools, health agencies and the faith community.

### PROFESSIONAL EXPERIENCE

30+ Years of Experience

### EDUCATION

University of Oregon
Bachelor of Anthropology / 1974

### CONTACT

Minneapolis Office
gve@amaris.org

# RON HICK
## CULTURAL CONSULTANT



Ron has over 25 years of experience working with community-based organizations in a direct staffing, intermediary or consulting role. He has developed significant strengths in the areas of community organizing and engagement; strategic planning; project development and implementation; alliance building; board and organizational development; and grant writing.

### PROFESSIONAL EXPERIENCE

25+ Years of Experience

### EDUCATION

University of Minnesota
Bachelor of Urban Studies / 1972

### CONTACT

Minneapolis Office
r.hick@hypatiacapital.com

### CLIENT LIST FOR RELATED PROJECTS

**African Community Services**

Helped develop and guide an effort to engage Somali families with children on the autism spectrum as part of an effort to create community driven strategies to combat the stigma in the Somali community directed at these families.

Council on Minnesotans of African Descent (formally the Council on Black Minnesotans) – Provided assistance with organizational development, strategic planning; development of legislative agendas; event planning and board development.

**Dakota County Parks Department**

Along with 2 colleagues, planned, organized and implemented a series of community discussions among underrepresented communities (people of color, immigrant communities, seniors and youth) to identify issues and concerns and analyze the findings to inform the Dakota County Parks Department in revising their Visitor Services Strategic Operations Plan.

**Minneapolis Police Department**

Along with 3 other colleagues, Helped structure and conduct a community meeting in North Minneapolis to gather community input related to hiring a new inspector to lead the 4th Precinct. The input involved the qualities and perspectives that the person should possess. Also played a leading role in the analysis and preparation of a report on the input.

**Seward Redesign**

Assisted this local community development corporation to successfully form a cross neighborhood, multi-sector, multi-cultural alliance for community engagement in a major land development initiative that resulted in the successful revitalization of deteriorating industrial/warehousing area. of the neighborhood.

**City of Shakopee**

Along with 2 colleagues, planned, organized and implemented a series of community discussions among underrepresented communities (South Asian, Latino – immigrant and US born, Russian, Somali, low income and persons living with disabilities) to identify issues and concerns and analyze the findings to inform the development of a new Parks, Trails and Recreation Master Plan.

**Twin Cities Social Cohesion Initiative**

As part of a larger project, interviewed people from Minneapolis identified as leaders in small business, religion, social action and the arts. The reports on the interviews were used to determine the interest and feasibility of launching an effort at recognizing and building social cohesion in the Twin Cities based on a successful project implemented in Malmo, Sweden. Based on this report, the project received $450,000.00 from the GHR Foundation.




Existing/ Proposed Location Study

# BLOOMINGTON PARKS SYSTEM MASTER PLAN

This comprehensive update of Bloomington's Park Master Plan establishes a clear 20-year vision for the city's park, trail, recreation, and open space systems.

Confluence, PROS Consulting, and RSP Dreambox were hired by the City of Bloomington to lead the updating of the Park Master Plan, last updated in 2008. The City of Bloomington boasts over 36 miles of off-road trails and 94 city parks, many of which are due for upgrades and replacement that reflect the modern ways in which the communities want to be using park spaces.

Working closely with city staff, the project team developed a robust community and stakeholder engagement program that addressed system-wide issues of equality across geographical areas. Proposing improvements was done in close work with the community. Bloomington is also a riverfront community, and special attention was placed on improving connections to the region's natural resources.




## PROJECT DETAIL

**Location**
Bloomington, Minnesota

**Client**
City of Bloomington

**Size**
Regional

**Reference**
Ann Kattreh, Parks and Recreation Director
akattreh@bloomingtonmn.gov
952.563.8877

**Budget**
$145,000

**Completion Date**
2021

**Lead Staff**
Brad Aldrich, Leon Younger, Jena Stanton, Mamata Guragain



# PARK, TRAILS AND RECREATION MASTER PLAN

This comprehensive master plan is intended to provide a clear 15-year vision for the City and guide implementation priorities.

Confluence and PROS were hired by the City to develop a Parks, Trails and Recreation Master Plan. Creating a clear and dynamic vision was a critical component to this master plan. The current park and trail system requires renovation of older parks, re-visioning of the downtown riverside parks, and development of new parks in rapidly developing parts of the city. One of the primary objectives was to re-connect residents back to the Minnesota River for recreation, cultural and historical reasons. The master plan brings the community together by addressing trail gaps, provides a strong vision for integrating new and innovative recreation facilities into the community, and defines a process for maximizing the returns on parkland dedication fees and donations. The vision is communicated with simple renderings that set the tone and character for the community. Our team worked closely with City staff to engage several resident groups that are traditionally not a part of these processes. Confluence worked with the Shakopee Mdewakanton Sioux Community, the City of Shakopee, Three Rivers Park District, and Scott County to explore park and trail redevelopment in areas of significant Native American cultural resources, developing a partnership to protect important resources and history.





## PROJECT DETAIL

**Location**
Shakopee, Minnesota

**Client**
City of Shakopee, Minnesota

**Size**
Regional

**Reference**
Michael Kerski
Director of Planning and Development
952-233-9346
MKerski@shakopeemn.gov

**Budget**
$150,000

**Completion Date**
2019

**Lead Staff**
Brad Aldrich, Leon Younger, Victoria Amaris, Ron Hick

**Awards**
Merit Award for Planning and Analysis - ASLA Minnesota




# PARKS MASTER PLANS: MINNEAPOLIS NORTH + SOUTH SERVICE AREAS

Reflecting diverse community values and interests, these two separate Master Plans encompass 65+ unique neighborhood parks in Minneapolis' North and South service areas.

The Minneapolis Park and Recreation Board (MPRB) is one of the largest park systems in the nation, managing more than 6,700 acres of public land organized around five geographic Service Areas. Confluence was initially retained by MPRB to develop the South Service Area Master Plan - the first of the five area plans. Upon successful completion, our team was subsequently selected to complete the North Service Area Master Plan. Both projects emphasized extensive community stakeholder participation and collaboration as an integral part of the planning process. This included one of the largest public engagement processes ever undertaken in this region - coordinating 100+ events and activities using new methods to engage underserved populations, and including data-driven analysis to guide decisions. The results provide new community-supported master plans to guide future growth and development of the parks in these service areas - representing 40% of MPRB's overall park system.





## PROJECT DETAIL

**Location**
Minneapolis, Minnesota

**Client**
Minneapolis Park and Recreation Board

**Size**
Regional

**Reference**
Adam Arvidson, Project Manager
612.230.6470
aarvidson@minneapolisparks.org

**Budget**
$175,000 : $200,000

**Completion Date**
2016 : 2019

**Lead Staff**
Brad Aldrich, Terry Minarik, Leon Younger

**Awards**
Merit Award for Planning and Analysis - ASLA Minnesota



# DAKOTA COUNTY PARKS VISITOR SERVICES STRATEGIC OPERATIONS PLAN

The new plan was intended to strategically enhance visitor services and increase resident use of the County park system.

Confluence was part of a multi-disciplinary team selected to prepare Dakota County's first Visitor Services Strategic Operations Plan (VSSOP). The county's park system is young and growing and needed a plan to provide a contemporary understanding of the residents' expectations for recreation services, inclusive vision for recreation and service provision and strategize approaches for an effective delivery.

Our multi-disciplinary team crafted a planning process to strategically enhance visitor services to increase resident use of the county's park system. The overall planning effort includes developing a detailed market and demographic analysis, Visitor Service and Program Assessment to inventory existing programs and services and a Park and Facility Assessment to better understand the portfolio of built assets that support visitor experiences and programs, including facility condition, use, location, and potential.





## PROJECT DETAIL

**Location**
Dakota County, Minnesota

**Client**
Dakota County

**Size**
N/A

**Reference**
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**Budget**
$75,000 (portion)

**Completion Date**
2017

**Lead Staff**
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# PROJECT UNDERSTANDING

The City of Hopkins (City) is seeking to retain a consultant team to assist them in creating a Parks and Recreation Master Plan. The Master Plan will serve as a guiding document for park system infrastructure and programming for the next decade. The final document will provide a 20-year Vision for Hopkins's Park System and will explore and identify the recreational opportunities that citizens desire. We will also develop implementation tools and schedules to establish priorities and timelines.

Our team is committed to working with staff to comprehensively and cost effectively create the plan and build consensus within the community on a shared vision and the means by which to achieve it, while also being cognizant of the City's budget. The document is intended to provide guidance to all departments interacting with parks, and the community to prioritize programs and projects as future decisions are made on how to utilize the City's limited resources. The resulting Master Plan will be flexible in format and complement the Cultivate Hopkins 2040 Comprehensive Plan.

We will provide an unmatched inventory and analysis of existing facilities, programs, privately-owned public spaces (POPS), operations, maintenance, and administrative/ operations systems. PROS Consulting's midwest and national work allows them to bring the best practices and considerations to the table for Hopkins to evaluate. We will work with Hopkins to develop a vision that will frame the park development and capital investment priorities, and a strategic financial plan for implementation. Additionally, Putting Change in Motion is a local, grassroots organization with significant connections in communities that are traditionally under-represented in these planning efforts. They will help us connect through small group dialogues to bring unheard voices to the table.

# APPROACH

Our planning process is our strength, and our ability to truly engage a variety of stakeholders in a meaningful dialogue about future of the Hopkins will ultimately lead to establishing a strong and unifying vision. Our team will facilitate an orchestrated series of staff workshops, stakeholder dialogues, and virtual engagement opportunities for all participants to provide input and assist in evaluating alternatives.

In order to best manage this planning process, we will work with City staff to identify the key dates for all stakeholder interactions and community meetings at the outset of the project, and to adhere to these timelines as reasonably as possible. By clearly articulating the overall planning process and schedule, including the range of activities our team will be undertaking and the types of input we will be seeking at each stage of the project, allows the community to trust that the overall work plan has been thoughtfully crafted. There could be an issue or two that arise during the process – so it is important to build in some schedule contingency such that these items can be addressed while avoiding or minimizing undue delays or revisions to the timeline.

Our team's intent at the outset of our planning process is to further refine and establish the City's vision – and this involves answering three basic questions that

help us to better define the planning process:

**Where is the City of Hopkins right now?**
It is important that our team and the community achieve a shared understanding of the existing conditions and planning climate within the City. While we are familiar with Hopkins, gaining a better understanding from the perspectives of the elected officials, board members, city staff, residents, and business owners will be an essential first step in our planning process. We accomplish this through effective stakeholder and public engagement, and an analysis of existing conditions, perceptions, and perspectives. Further building on the inventory with an evaluation and comparison of park experiences will gives us perspective on the quality of assets that will influence reinvestment prioritization.



**What does the City of Hopkins want to be in the future?**
The City must define its vision for the future. Cultivate Hopkins and other planning studies will provide our base for establishing this vision, but it will likely evolve during our team's extensive community engagement and outreach efforts. This vision will serve as the foundation for the planning process and the various plan elements. We tap into the wisdom of community leaders and stakeholders and facilitate conversations, activities, and discussions about what they want Hopkins to become.

**How does the City of Hopkins get there?**
Our team will utilize community input received through the process combined with our planning expertise to create a detailed community plan with an accountable action plan to achieve the community vision. Our approach to planning emphasizes community input and recognizes the importance of establishing consensus to foster local ownership for the plan.



Our team of experienced professionals brings a large toolbox of techniques that can be deployed to engage participants in developing and shaping their answers to these challenges. Creating a strong sense of ownership in the final Park System Plan and its recommendations is critical to long-term success. Ultimately, the implementation of this plan lies in the hands of staff, community leaders, stakeholders, and residents.

Based upon our understanding of the City of Hopkins, the RFP, and our past experiences, we are recommending a process that includes the following tasks:

# SCOPE OF SERVICES

## TASK 1 | NEEDS ASSESSMENT

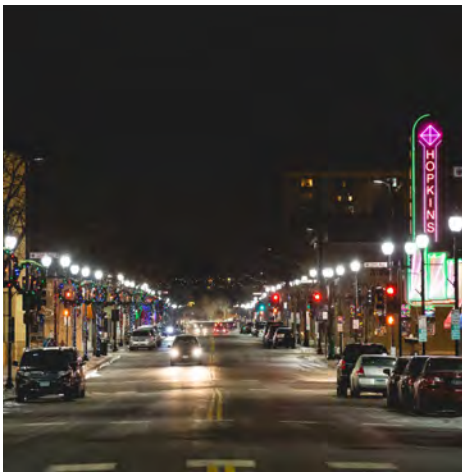
**1.1 Kick-Off Meeting and Park Tour**
An initial kick-off meeting with city Staff will be facilitated by our design team to clearly establish roles and responsibilities, identify project contacts and communication protocols, as well as determine any initial data needs. Our team will propose a final schedule (including key project milestones and deliverables) for a draft completion of the Parks and Recreation Master Plan by mid-June 2022. A key component of this meeting will be to review and confirm the anticipated stakeholder involvement process, community engagement plan, and timing. During this meeting, our team will work with Staff to evaluate the recommendations outlined in the previous documents and determine their relevance to today's community.



Our team will be provided with all available existing site data, past studies, reports including Confluence will prepare meeting minutes that will serve as the official record of the project and process.










The consultant team will also schedule and embark on a limited park tour with key staff. We will prioritize sites to focus the tour on; including high traffic parks, areas of needed improvement, key intersections and connection points, typical neighborhood park, and other areas identified in the Kick-off meeting.

**1.2 Data Review and Inventory**

The Planning Team will review all previously prepared plans and documents, background information and other available data to analyze Hopkins's existing facilities and parks, recreation fields, programs and trail amenities. This review will include:

- Evaluation of Hopkins provided digital park data on facilities, trails, recreation facilities and natural resources.
- Review of supporting documents including but not limited to: the Cultivate Hopkins Plan, 2015 Parks Reinvestment Plan, 2013 Pedestrian and Bike Plan, Station Area documents, development plans, demographic data and forecasts from the comprehensive plan project, recreation/ program related data, and other relevant plans made available by the City.
- Review and evaluation of provided information on recreation program opportunities in Hopkins and the recreation services provided by the City of Minnetonka, Hopkins Public Schools, the private sector, and associated Park and Recreation providers such as 3rd Lair, Three Rivers Parks, other POPS program facilities.

The Planning Team will utilize City documents to update/ supplement any inventory work completed.

**1.3 Project Schedule and Work Plan**

The Team will develop an overall project schedule for all staff, stakeholder, and public meetings, including the creation of all corresponding project deliverables.

**1.4 Demographic & Trends Analysis**

The Planning Team will utilize the Comprehensive Plan forecasts and supplement, if necessary, with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI); for comparison purposes data will also obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups
- To determine changes occurring in the City of Hopkins and assist in making proactive decisions to accommodate those shifts
- Provide the basis for Service Area Analysis

The City's demographic analysis will be based on US 2010 Census information, 2018 updated projections, and 5 (2023) and 10 (2028) year projections. The following demographic characteristics will be included:

- Population density
- Age Distribution
- Households
- Gender
- Ethnicity
- Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within

the community. For the sports and recreation trends, the Consulting Team will utilize the Sports & Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

We have completed a number of recent analyses and have a good understanding of park system needs across the  State and Great Lakes Region that will inform and expedite this analysis.

**1.5 Benchmark Assessment**

A benchmark analysis will compare City of Hopkins to five (5) other relevant agencies or neighboring cities.  The Consultant Team will work with the City of Hopkins to identify the 15-key metrics to be surveyed and analyzed.  Our team has recently completed a number of these assessments in the last few years for similar cities in the metro and nation.  These assessments will help Hopkins understand how their park, trail, and recreation system performs compared to the competition - what it will take to become more 'rooted, vibrant, connected, resilient.'

**1.6 Park Inventory and Assessment**

Our team will supplement the City's basic inventory with a summary analysis of conditions and opportunities for parks, facilities, open space, and publicly owned plaza's and gathering spaces. We will work with staff to develop an overall park assessment score that will feed into an Equity Prioritization Analysis that is discussed more in the Equity and Inclusion specific question. Additionally, we will make recommendations to increase accessibility and universal access.





## TASK 2 | COMMUNITY ENGAGEMENT AND VISION PLAN

In response to the evolving status of the COVID-19 Coronavirus pandemic, Confluence is continuing to make necessary adjustments to protect the health and safety of our employees, clients, collaborators and communities. We will remain adaptable and follow CDC, State of Minnesota, and local requirements. Confluence and our partners have arranged the schedule to host some events outside at local parks and include a digital meeting component so that all potential participants can feel engaged and safe, regardless of their health status. As part of finalizing the Engagement Plan, our team will work with City staff and the Advisory Committee to solidify our plans for these special events.

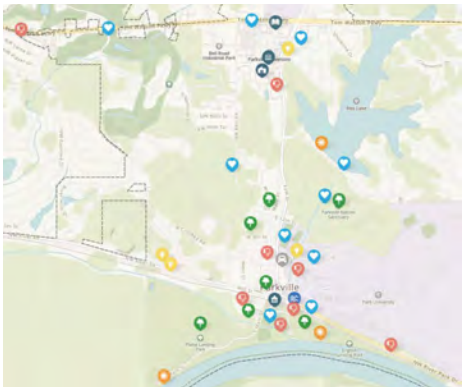
**2.1 General Engagement**

Developing and achieving your vision is the ultimate goal. Our team will collaborate with City staff to confirm all aspects of our proposed community engagement plan and schedule to ensure they are in alignment with your needs and expectations.  We will work to complement the public feedback that has been garnered through the Cultivate Hopkins and  comprehensive planning process.

We are well versed in facilitating robust Public Engagement and Outreach efforts focused on not only existing users, but also non-users, and traditionally under-represented groups identified by Hopkins as high priority populations. Different age and demographic groups receive information in different ways and some people need to receive information multiple times.  We will explore a range of in-person and online formats to engage stakeholders and the public.

A mixture of traditional techniques is effective at garnering public input for active, well engaged residents. However, past experiences have shown us that communicating with underrepresented individuals is often hampered by cultural,











language, scheduling and trust barriers, as well as traditional communication strategies that often overlook individuals outside the mainstream. We will work with staff and use our extensive experience to develop some key strategies to reach these residents.

**Proposed Community Engagement Strategies:**

- **Key stakeholder dialogues -** including stakeholders listed in the RFP. Additionally, we view the Park Board and City Council as prime stakeholders and will incorporate a workshop to gather input from them and other Committee's staff identifies. We also propose to engage in specific dialogues with the priority populations that were identified by the City of Hopkins. A number of these dialogues will be conducted by Putting Change in Motion (PCM). PCM will utilize their extensive connections and experience to make connections to Latino, Russian, Somali, Seniors, and people living with disabilities. This will allow the Park System Plan to directly engage with groups that are often missed with traditional planning engagement techniques. A key objective of the dialogues will be to introduce the digital engagement site to encourage it's use and spreading the link information.
- **Community Conversations -** We will target specific events to take the issues and questions to the people - meeting them where they are - ideally in the parks that bring in a cross section of Hopkins residents such as the Sunset Series concerts, Raspberry Festival, Farmer's Market, and other community events identified by staff. Confluence will work with staff to identify events and provide materials for staff to use throughout the city.
- **Digital Engagement Tools -** A variety of online engagement opportunities are available and may include a Park System Project Website, community mapping, additional surveys, and a well-thought out strategy for engagement through social media channels. We are proposing a suite of online platforms that will complement the Community Assessment Survey and organize the engagement.
    - **Social Pinpoint** is a community mapping tool allowing residents to show us exactly where their feedback, ideas and concerns are located. Confluence has utilized this tool for multiple projects and is a great resource to serve as the primary online Park System destination. Reference example: https://confluence.mysocialpinpoint.com/bloom
    - **Staff/ Project Team Coordination -** we will meet regularly with Staff throughout the project in order to stay on schedule, coordinate information exchange, address opportunities and issues, and adjust scope as needed.

### 2.2 Establishing a Clear Vision

Our engagement efforts, along with staff and officials meetings, will be focused on clearly establishing a dynamic vision for the Park System that builds upon the Imagine Hopkins 2035 Plan. This vision component is what can drive momentum for implementation into the future. It needs to be inspiring, aspirational, practical, simple, and easy to understand. We will use simple language and graphics to clearly establish the overall vision. This vision will directly impact the goals, objectives, and guiding principles that will guide decision-making around priorities and resource allocation. One key component of this vision is creating master plans for a key park or park facilities that encompass this vision and set the tone for how the vision is developed on the ground.

We will work with staff to identify up to 3 parks to be master planned with the overall vision as a guide. A park design/ master plan is a great way to articulate a thought or

concept into a tangible component that the public and can more readily understand. What does it actually look like when we say we want to prioritize nature? How do changing trends physically change my park - are there less ball diamonds and more lacrosse fields? What are the opportunities if a roadway cutting through the park is removed, rerouted, or re-envisioned? These concepts are more easily understood and able to be discussed with a graphic plan that minimizes the need for descriptive text requiring translation. Park plans are a conversation starter and a way to show residents that the input they have been providing is taken to heart by staff and park designers.



## TASK 3 | EXISTING AND FUTURE FACILITY NEEDS

### 3.1 Facility Analysis and Needs

The Planning Team will evaluate the adequacy of existing facilities to accommodate future needs, and current interests and demands. During this evaluation, the Planning Team will provide strategies to the City of Hopkins for reuse or retrofit of facilities that are currently under-utilized to better meet recreation needs. Evaluation will review the effectiveness of current capital repair/replacement practices and recommend improvements to further protect the future of capital investments.

We will identify and describe key opportunities and challenges relevant to park and recreation facilities and programming; natural resources protection, enhancement



### 3.2 Park and Trail Classifications and Level of Service Standards

The Consulting Team will work with the City of Hopkins to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team's national experience and comparison with peer/survey cities. Deliverables will be easy for decision makers to understand and translate to implementation goals and plans.

### 3.3 Recreation Program Assessment

Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the City of Hopkins aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country and has worked with many communities that have alternative arrangements with neighboring communities to provide some or all of their recreation programming. The process includes analysis of:



- Age segment distribution
- Lifecycle analysis and Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- Review of program development process
- Backstage support, or service systems and agency support needed for excellent service









Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants. Recommendations will weigh the opportunities and constraints in working with the City of Minnetonka and if adjustments in the agreement would be prudent.

## TASK 4 | PARK SYSTEM PLAN DRAFTS

**4.1 Park Master Planning**

The Planning Team will prepare a draft of the Park Master Plan which will include maps, photos, diagrams, charts, and narrative text. The document will compile and summarize the findings regarding needs, desires, challenges of the community today and into the future. The Master Plan will clearly and graphically outline a dynamic vision, goals, objectives, and guiding principles that will provide the framework for future decision-making. The document will consider the fiscal and operational impacts to the City of Hopkins as well as prioritization and a strategic action (implementation) plan. We will identify gaps and provide recommendations for parks, trails, facilities and recreation enhancements as well as updated master plans, cost estimates and prioritization for key individual parks, trails and connections in the system identified by staff. We will present to city Staff for review and comment. Any necessary revisions will be made before presentation to PARC.

Our team has extensive experience in park planning and describing the best practices related to key elements below. We will integrate these elements in draft and weave them into the overall Vision:

- Equity
- Wayfinding and integration of trail system
- Historic and Cultural Resources
- Sustainability and Climate Change
- Access to nature and ecological services
- Creative Placemaking and Public Art
- Communications
- Safety and crime prevention through design
- Natural Resources

**4.3 Draft Plans and Presentations (park commission + Public)**

We will assist City staff in presenting the draft plan to Parks and Recreation Commission, Planning Commission, City Council, and other necessary agencies at 50% and 90% draft level. We propose to use Adobe PDF comments for staff review as we will be able to track edits and confirm when they have been picked up.

Additionally, elements of the draft plan (especially park concept plans) are great elements to share with the public in pop-up event formats and we will link key components to online tools to get further feedback from interested public members. Based on feedback provided by City staff, the Planning Team will then modify the plans and finalize the document for final submission to the City Council.

# TASK 5 | IMPLEMENTATION PLANS



**5.1 Capital Improvement Visionary Plan**

We will work with City staff to develop a phasing plan and budget describing future park and trail improvements with recommended funding sources. Additionally, our team will assist city staff in prioritizing how current and future park funds should be prioritized to best meet the community's park and recreation needs in the future.

**5.2 Prioritize Recommendations**

We will work to identify major funding needs such as any future land acquisition needs, and the development of new and modified parks, trails, open space, and recreation facilities needs. Additionally, we will develop a repair and replacement schedule for major park infrastructure with an emphasis on larger, heavily used facilities. The culmination of the analysis will result in a prioritized recommendation plan providing guidance to the City of Hopkins for investing in, improving and developing parks, facilities, trails, natural resources, and open space.

A prioritization strategy will be created to evaluate the replacement/ re-purposing of facilities, park or trail acquisitions, natural area preservation and enhancement, programming and service changes, equity considerations and sustainability of the triple bottom line.



**5.3 Maintenance and Operations Analysis**

Our team will evaluate governance of the City of Hopkins's core functions in the overall structure with recommendations on how to operate in the most effective functional and efficient manner. The Consulting Team will conduct a work session with key management staff on what they consider to be core essential services, important services, and value-added services based on observations, individual interviews, focus group interviews and operating practices. The outcomes of these work sessions will be:

- All services and functions of the agency are classified as (a) Core, (b) Important, or (c) Value Added based on definitions and criteria agreed upon with the Project Team.
- Appropriate performance measures for each classification of service will be determined and applied to all functions and services.
- The Consultant Team will compile the results of the work session into a summary of services and functions by classification. Additionally, broad performance standards for each service and function that align with their classification will be developed.

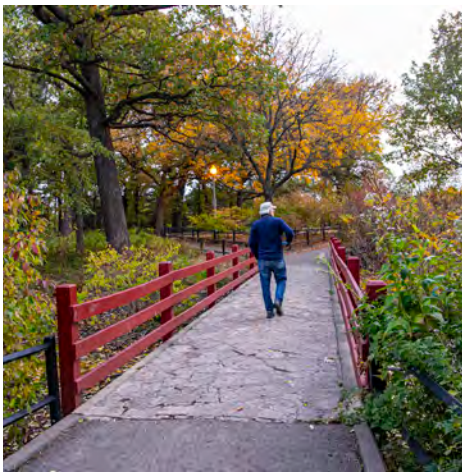


The Consulting Team will review maintenance protocols for parks, open spaces and trails to ensure appropriateness, efficiency, and sustainability. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset life-cycle management, customer feedback program, performance measurements, staffing levels and equipment managements.

We will also perform an analysis of the current practices of the City to evaluate its operational situation. This analysis will identify future City organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/ communication opportunities. This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.









**5.4 Funding and Revenue Strategies**

Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on community values. The funding strategies to be evaluated for potential recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowments/Non-profits opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/ public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park development, open space and park and facility development - both public, private, and semi-private
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timeline

## TASK 6 | DOCUMENTATION AND DELIVERABLES

**6.1 Final Park master Plan Preparation & Adoption**

The final deliverable will be a written report of findings and recommendations in a highly graphic 8.5" x 11" format with a combination of text, graphics and photographs. The final plan will be prepared and delivered along with any associated appendices (technical reports organized in book format) for inclusion in the Imagine Hopkins 2035 Plan update, or as a stand alone document. Our team will work with the Park Board, Planning Commission, City Council, and City staff to finalize the Park Master Plan that will include, at a minimum, the elements listed in Section IV and VI of the RFP. The document will be easy to read, informative, and clearly articulate the Vision for Hopkins's Parks.

# TEAM APPROACH - ROLE OF THE CITY

We anticipate working closely with city staff in an effort to efficiently and cost effectively deliver the plan update and avoid duplication and overlap with previous efforts, and existing information. As such, we will rely on staff to provide information outlined in the RFP and assist with outreach and engagement efforts. In addition, the City of Hopkins will provide GIS data for the park system, input and review of draft materials, staff liaison for our team and the public engagement, and technical assistance and information as needed to complete the plan.

Our community engagement strategy will incorporate city staff input and assistance - this will build critical relationships but also provide budget efficiencies. It is anticipated that the consultant team will develop materials that will be used by both city staff and our team and that city staff will be working side-by-side with our team during engagement efforts, especially during engagement planning. City staff may also be providing public engagement independently. Our online engagement

tool will be set up to allow our project team and city staff to enter and analyze data as it is received so we have a full catalog of engagement efforts recorded. Access to the online platform will be available for the consultant and city staff throughout the project. Additionally, our team expects to work with the city in creating and posting updates on the project and/or city's website to generate more traffic. Regular meetings will ensure the entire project team is on the same page, and marching in the same direction.

# MEETINGS AND COMMUNICATION

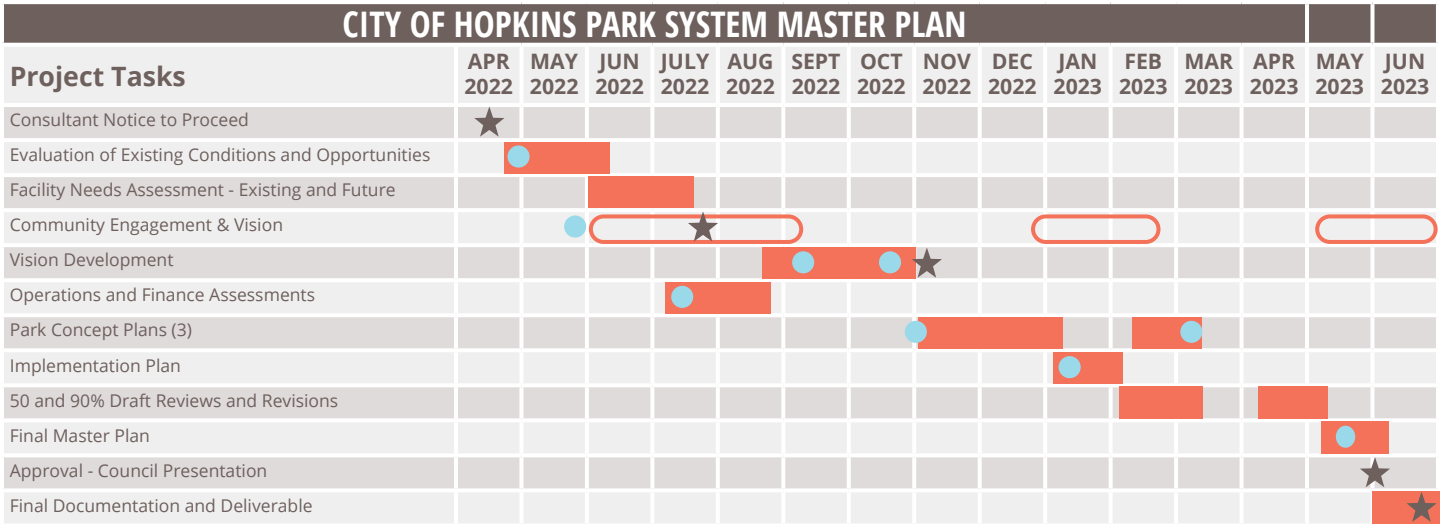
Communication and coordination are critical elements of the Master Plan process and require a significant investment. The following meetings are assumed and included in this proposal. Deliverables for each meeting include a pre-meeting agenda, meeting notes, and record minutes of each meeting. Anticipated meetings included in fee estimate:

- **City Officials -** Up to 6 meetings assumed. 3 Park Board + 3 City Council + Natural Resources Committee + To Be Defined
- **Stakeholder/ Focus Group** - Two full days of stakeholder focus group meetings (approx. 20 hours) + 8 hours of additional phone interviews.
- **Community Engagement -** Attendance at up to 2 in- person events. Materials will be developed to aid/ assist staff for more events.
  - PCM will conduct up to 6 additional dialogues with priority populations. Final group identification will be done in collaboration with city staff.
  - 3 Engagement planning meetings with staff to establish the approach and techniques to be utilized for in-person and online engagement
- **City Staff/ Project Team Coordination -** Meet regularly with staff as needed. Bi-monthly conference call/ web meetings throughout project course are anticipated as a regular coordination effort (20 hours).



# PROJECT TIMELINE

Based upon our understanding of the project and the scope of services, we propose the following schedule to complete the Hopkins Park System Master Plan. Ultimately, the ability to complete the process as outlined is dependent on staff review time and the ability to schedule necessary meetings in a timely fashion. Our team is immediately available to commit the necessary time and resources to your project in order to deliver the City of Hopkins a complete, concise, accessible and community-supported park system master plan.




★ KEY DATES ● KEY MEETING TIME FRAMES



# QUESTIONS

**A. How will you design and implement an "equity-driven" planning process to ensure that those often left out of planning processes, such as the rental community, immigrants, and BIPOC reidents, are included and how will their recommendations help shape an equity driven Master Plan and Implementation Plan?**

Connecting with community members whose voices are traditionally not heard during typical planning projects and processes is a challenge. Our approach ties together Community Engagement and Data Analysis so that the findings complement and inform each other. Quantitative and Qualitative approaches are important to fully understand a community and its issues, and to craft a plan and recommendations that are equity driven. We used a similar process in Bloomington where community engagement highlighted long-standing perceptions about fairness between different parts of town. We tailored our analysis approach to seperate the city into service areas and compared services, facilities, and amenities between distinct areas of the city. The data analysis allowed the team to highlight inequities, which directly informed an approach to addressing them through the development of an Equity Prioritization Tool. Additionally we have partnered with Putting Change in Motion who's extensive history in connecting meaningfully with the priority populations identified by Hopkins, will ensure we hear those voices and bring them into the process. Specific Quantitative and Qualitative elements that will help our team deliver an 'equity-driven' process and eventual recommendations include:

*Quantitative:*

- A Level of Service assessment will include the level of service for parks, park amenities and facilities by defined planning areas to determine the level of population being served for parks, recreation facilities and park amenities. We can look at specific areas of the city and compare them to help identify inequities.
- A program assessment will be completed that evaluates who is being served by recreation programs in the city and how these programs activate spaces in each planning area of the city. Programming is an often overlooked element of equity.
- Conduct a statistically valid survey that matches the demographics of the community by planning area (recommended as additional service). This ensures all segments of the community are represented, even if other qualitative community engagement goals are not being met.

*Qualitative:*

- Setting goals to match city demographics provides a roadmap of potential activities and prioritization of engagement resources. Resource intense efforts such as pop-up events, signage, postcards, etc. can focus on specific neighborhoods if needed.
- Social Pinpoint is a user-friendly tool. Providing education and opportunities to use it across the city's demographics is important way to engage residents beyond those that are prominent in many city engagement efforts.
- Building relationships between traditionally disengaged citizens and staff members is often a long-term goal of the Master Plan processes we engage in. Providing feedback loops to show how engagement has influenced the project is critical to building trust with communities that haven't been traditionally represented. Commenting on park plans is a proven engagement technique.
- One recommendation we have for communities that the city knows will be difficult to engage with is to invest in locals to provide that bridge and conduct some community engagement.








**B. Adaptation to climate change and resiliency are a priority of the City. How will that be identified throughout the planning process and be incorporated into the Master Plan and Implementation Plan?**

All recommendations will overlay a climate change and resiliency layer based on city priorities and policy for energy efficiency, natural area protections, flood control issues that may be occurring to limit run off. Climate change and resiliency can be identified as a rating category for prioritization of Capital Improvements and a framework identified that allows staff to assign a score for a particular projects effect on resiliency. This score could be combined with other key identified elements, such as equity, to help prioritize projects based on their positive effect to the community. Raising resiliency and climate change to this level moves it out of the discussion realm and into a more actionable role with consequences for the park system. Confluence has a history of innovative, sustainable focused planning and design that provides results.

**C. The City of Hopkins is not the recreational programming provider for the Park System and operation is done with limited financial and staffing capacity. How will you factor this into the planning process while still striving for the highest quality park system for our residents?**

Confluence and PROS have worked with other communities in the metro who have utilized outside organizations to provide programming. PROS has specifically worked with numerous communities nation-wide and can bring a unique perspective and experience base to the city. We will identify benchmark cities with similar relationships and issues so that we can get a full picture of the issues and opportunities and how other communities are addressing them. Our process is rooted in national and Minnesota based standards, so we will be able to identify shortfalls in programming and operational challenges. PROS has the experience to make measured, innovative, and metric based recommendations based on programming and operations - they are an international leader in these elements of park system planning.

**D. When looking at our park facilities and limited park development fund opportunity, how will you develop a sustainable model for ongoing redevelopment of our built assets?**

Confluence and PROS will establish an asset assessment of selected facilities and amenities and what the existing lifecycle of assets are now. We will establish what is required to support these assets in the future in capital needs via taxes or earned income dollars so those dollars can be identified and protected to upgrade these assets when improvements are needed to create a positive recreation and park experience. The process will incorporate a recommendation for those assets that roll up to a yearly dollar amount needed for repair or replacement.

Our team will also evaluate the cost the city invests in maintaining parks on a per acre basis against staffing standards as a baseline, along with the cost to provide programs and services based on direct and indirect cost to create a cost recovery baseline for programs as well. These factors will establish the benchmark for the consulting team to consider how to incorporate new funding options outside of taxes to support operations of parks, recreation facilities and programs to ensure the highest quality of experiences possible. Additional funding sources outside of taxes will be created and recommended based on the values in the community and based on fairness and equity of partners involved in providing services in parks and recreation facilities as well as funding sources that support the citizens experiences to make them as positive as possible. Our team is well versed in public and private partnerships and can explore the cost-benefit of these approaches with staff.

**E. Hopkins has unique urban public spaces ... How will you approach planning for these public spaces to meet several City goals including providing flexible gathering areas, fostering creative placemaking, drawing visitors, and supporting downtown businesses?**

Confluence and PROS have extensive experience in developing successful projects in the public realm throughout a number of urban and park-like settings. Integrating public-private shared benefits is a specialty of PROS Consulting and Confluence has designed flexible event spaces into a number of recent projects including Vikings Lakes, Highland Bridge (Ford Plant in St. Paul)parks and public realm. We've learned that creative placemaking in Downtowns must consider the unique and diverse roles it plays for the whole of the city: the center for employment and services in the region, key civic institutions, areas for shopping and entertainment, a hub for arts and culture and a tourist destination. Although the Downtown only accounts for a small percentage of Hopkins land area, it is the heart of the city. Downtown can be Hopkins community gathering place. It is imperative that the quantity, quality, and variety of the public realm address the needs of a growing number of residents, workers and visitors. The Downtown Public Realm and nearby park spaces will activate public interaction and be the groundwork for an accessible circulation network of streets, plazas and open spaces, and will promote healthier, diverse activities. Programming is critical to utilize spaces and attract people over time - we will be examining this issue in detail with staff.

CONFLUENCE

March 29, 2022

PeggySue Imihy Bean, Management Analyst, Racial Equity Coordinator
City of Hopkins
1010 1st. Street South
Hopkins, MN 55343
pimihy@hopkinsmn.com

**RE: City of Hopkins Park System Master Plan, 22050**
**Professional Services Agreement**

Ms. Imihy Bean:

We are pleased to submit this professional services agreement for Landscape Architectural Planning Services as provided herein between the City of Hopkins (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your project!

**Project**

The City of Hopkins (City) is seeking to retain a consultant team to assist them in creating a Parks and Recreation Master Plan. The Master Plan will serve as a guiding document for park system infrastructure and programming for the next decade. The final document will provide a 20-year Vision for Hopkins's Park System and will explore and identify the recreational opportunities that citizens desire. The resulting Master Plan will be flexible in format and complement the Cultivate Hopkins 2040 Comprehensive Plan.

We will provide an unmatched analysis of existing facilities, programs, privately-owned public spaces (POPS), operations, maintenance, and administrative/ operations systems. PROS Consulting's midwest and national work allows them to bring the best practices and considerations to the table for Hopkins to evaluate. We will work with Hopkins to develop a vision that will frame the park development and capital investment priorities, and a strategic financial plan for implementation. Additionally, Putting Change in Motion is a local, grassroots organization with significant connections in communities that are traditionally under-represented in these planning efforts. They will help us connect through small group dialogues to bring unheard voices to the table. Wigen Consulting will aid our team in examining programming and activation strategies for underutilized downtown spaces.

**Article 1: Landscape Architectural Services**

1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in "Exhibit B".

1.2 Supplemental Services. Supplemental Services are detailed in “Exhibit B” – Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in “Exhibit A” or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.

1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.4 Changes to Approved Services. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance. The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services per the Client’s proposed schedule or as expeditiously as is consistent with the standard of care described in section 1.1, above.

**Article 2: Client’s Responsibilities**

2.1 Information. The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. Some data for the site may be provided as part of the Scope of Services. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget. The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals. The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

**Article 3: Ownership of Documents**

3.1 The Landscape Architect shall be deemed the author and owner of all document’s deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect

(collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for to the construction of the Project and for information and reference with respect to the use of the Project.

**Article 4: Landscape Architect Compensation**

4.1 Compensation for the Scope of Services performed under this agreement shall be the Hourly Fee Not to Exceed of **$130.589.00** plus reimbursable expenses and applicable taxes.

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project related expenditures. See Exhibit A for Confluence standard Reimbursable Expenses.

4.3 Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee. See "Exhibit A" for Confluence standard hourly rates.

4.4 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.5 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability**

5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

| *Coverage*: | *Liability Limits*: |
|---|---|
| Professional Liability: | $2,000,000 per claim/$4,000,000 aggregate |
| Commercial General Liability: | $1,000,000 per claim/$2,000,000 aggregate |
| Comprehensive Automobile Liability: | $1,000,000 combined single limit |
| Umbrella Liability: | $3,000,000 each occurrence/$3,000,000 aggregate |
| Drone Aviation Liability: | $1,000,000 per claim |
| Workers Compensation: | $2,000,000 per claim/$2,000,000 policy limit |

5.2 Indemnification: Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against

liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.

5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of $75,000. or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In the event the Client does not wish to limit the Landscape Architect's professional liability, the Landscape Architect agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay, in addition to the agreed upon Landscape Architect's fee, a fee of 10% of the Landscape Architect's previously agreed upon fee within five (5) calendar days after this Agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

**Article 6: Dispute Resolution**

6.1 If a dispute arises out of or relates to this agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by both parties.

6.2 For any claim subject to, but not resolved by, mediation pursuant to 6.1, the method of binding dispute resolution shall be as follows:

☐ Arbitration pursuant to the Construction Industry Mediation Rules of the American Arbitration Association

☒ Litigation in a court of competent jurisdiction

6.3 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

**Article 7: Termination**

7.1 This agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period. If the project is terminated, the Landscape Architect shall be paid their compensation for services performed

prior to receipt of written notice from the Client, together with reimbursable expenses and applicable taxes then due.

**Article 8: Other Terms & Conditions**

8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.

8.2 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.

8.3 Governing Law. The laws of the State of Minnesota shall govern this agreement.

8.4 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.

**Exhibits**

The following Exhibits are incorporated in and made part of this Agreement:

"A" - Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule
"B" – Scope of Services and Supplemental Services

| **Offered by:** | **Accepted By:** |
|---|---|
| Confluence, Inc. | City of Hopkins |
| 03/29/22 | |
| Signature & Date | Signature & Date |
| Brad Aldrich, Associate Principal | |
| Printed Name & Title | Printed Name & Title |

Confluence
530 N Third Street, Suite 120
Minneapolis, Minnesota 55401

## Exhibit "A": Landscape Architect's Standard Hourly Rates & Reimbursable Expenses

### STANDARD HOURLY RATES

| | |
|---|---|
| Senior Principal | $160.00 - $230.00 per hour |
| Principal | $140.00 - $195.00 per hour |
| Associate Principal | $130.00 - $170.00 per hour |
| Associate | $110.00 - $160.00 per hour |
| Senior Project Manager | $100.00 - $150.00 per hour |
| Project Manager | $90.00 - $120.00 per hour |
| Senior Landscape Architect | $90.00 - $120.00 per hour |
| Landscape Architect | $80.00 - $110.00 per hour |
| Senior Project Planner | $90.00 - $120.00 per hour |
| Planner II | $80.00 - $110.00 per hour |
| Planner I | $70.00 - $100.00 per hour |
| Landscape Architect-In-Training | $70.00 - $100.00 per hour |
| Landscape Architect Intern / Landscape Designer | $60.00 - $85.00 per hour |
| Draftsperson | $50.00 - $85.00 per hour |
| Graphic Designer | $70.00 - $100.00 per hour |
| Clerical / System Staff | $42.00 - $80.00 per hour |

### REIMBURSABLE EXPENSES

| | |
|---|---|
| Social Pinpoint Public Engagement Tool | $1,500.00 |
| Filing Fees | 1.15 x cost |
| Materials and Supplies | 1.15 x cost |
| Meals and Lodging | 1.15 x cost |
| Mileage | $.56 per mile |
| Postage | 1.15 x cost |
| Printing by Vendor | 1.15 x cost |
| B/W Photocopies/Prints 8½ x 11 | $.05 each |
| B/W Photocopies/Prints 11x17 | $.09 each |
| Color Photocopies/Prints 8½ x 11 | $.65 each |
| Color Photocopies/Prints 11x17 | $1.50 each |
| Large Format Plotting – Bond | $2.50/SF |
| Large Format Plotting - Mylar | $4.50/SF |
| Large Format Plotting - Photo | $5.00/SF |
| Flash Drives | $10.00 each |
| Booklet Binding (cover, coil, back) | $4.50 each |
| Foam Core | $8.00 each |
| Easel Pads | $32.75 each |
| Electronic Files | $50.00 Each |
| Online Meeting Service | $35.00 Each |

*Effective 1/1/2021*

End of Exhibit "A"

## Exhibit “B”:  Scope of Services and Supplemental Services

help us to better define the planning process:

**Where is the City of Hopkins right now?**
It is important that our team and the community achieve a shared understanding of the existing conditions and planning climate within the City. While we are familiar with Hopkins, gaining a better understanding from the perspectives of the elected officials, board members, city staff, residents, and business owners will be an essential first step in our planning process. We accomplish this through effective stakeholder and public engagement, and an analysis of existing conditions, perceptions, and perspectives. Further building on the inventory with an evaluation and comparison of park experiences will gives us perspective on the quality of assets that will influence reinvestment prioritization.

**What does the City of Hopkins want to be in the future?**
The City must define its vision for the future. Cultivate Hopkins and other planning studies will provide our base for establishing this vision, but it will likely evolve during our team's extensive community engagement and outreach efforts. This vision will serve as the foundation for the planning process and the various plan elements. We tap into the wisdom of community leaders and stakeholders and facilitate conversations, activities, and discussions about what they want Hopkins to become.



**How does the City of Hopkins get there?**
Our team will utilize community input received through the process combined with our planning expertise to create a detailed community plan with an accountable action plan to achieve the community vision. Our approach to planning emphasizes community input and recognizes the importance of establishing consensus to foster local ownership for the plan.



Our team of experienced professionals brings a large toolbox of techniques that can be deployed to engage participants in developing and shaping their answers to these challenges. Creating a strong sense of ownership in the final Park System Plan and its recommendations is critical to long-term success. Ultimately, the implementation of this plan lies in the hands of staff, community leaders, stakeholders, and residents.

Based upon our understanding of the City of Hopkins, the RFP, and our past experiences, we are recommending a process that includes the following tasks:

# SCOPE OF SERVICES

## TASK 1 | NEEDS ASSESSMENT

**1.1 Kick-Off Meeting and Park Tour**
An initial kick-off meeting with city Staff will be facilitated by our design team to clearly establish roles and responsibilities, identify project contacts and communication protocols, as well as determine any initial data needs. Our team will propose a final schedule (including key project milestones and deliverables) for a draft completion of the Parks and Recreation Master Plan by mid-June 2022. A key component of this meeting will be to review and confirm the anticipated stakeholder involvement process, community engagement plan, and timing. During this meeting, our team will work with Staff to evaluate the recommendations outlined in the previous documents and determine their relevance to today's community.



Our team will be provided with all available existing site data, past studies, reports including Confluence will prepare meeting minutes that will serve as the official record of the project and process.










The consultant team will also schedule and embark on a limited park tour with key staff. We will prioritize sites to focus the tour on; including high traffic parks, areas of needed improvement, key intersections and connection points, typical neighborhood park, and other areas identified in the Kick-off meeting.

**1.2 Data Review and Inventory**

The Planning Team will review all previously prepared plans and documents, background information and other available data to analyze Hopkins's existing facilities and parks, recreation fields, programs and trail amenities. This review will include:

- Evaluation of Hopkins provided digital park data on facilities, trails, recreation facilities and natural resources.
- Review of supporting documents including but not limited to: the Cultivate Hopkins Plan, 2015 Parks Reinvestment Plan, 2013 Pedestrian and Bike Plan, Station Area documents, development plans, demographic data and forecasts from the comprehensive plan project, recreation/ program related data, and other relevant plans made available by the City.
- Review and evaluation of provided information on recreation program opportunities in Hopkins and the recreation services provided by the City of Minnetonka, Hopkins Public Schools, the private sector, and associated Park and Recreation providers such as 3rd Lair, Three Rivers Parks, other POPS program facilities.

The Planning Team will utilize City documents to update/ supplement any inventory work completed.

**1.3 Project Schedule and Work Plan**

The Team will develop an overall project schedule for all staff, stakeholder, and public meetings, including the creation of all corresponding project deliverables.

**1.4 Demographic & Trends Analysis**

The Planning Team will utilize the Comprehensive Plan forecasts and supplement, if necessary, with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI); for comparison purposes data will also obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups
- To determine changes occurring in the City of Hopkins and assist in making proactive decisions to accommodate those shifts
- Provide the basis for Service Area Analysis

The City's demographic analysis will be based on US 2010 Census information, 2018 updated projections, and 5 (2023) and 10 (2028) year projections. The following demographic characteristics will be included:

- Population density
- Age Distribution
- Households
- Gender
- Ethnicity
- Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within

the community. For the sports and recreation trends, the Consulting Team will utilize the Sports & Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

We have completed a number of recent analyses and have a good understanding of park system needs across the  State and Great Lakes Region that will inform and expedite this analysis.

**1.5 Benchmark Assessment**

A benchmark analysis will compare City of Hopkins to five (5) other relevant agencies or neighboring cities.  The Consultant Team will work with the City of Hopkins to identify the 15-key metrics to be surveyed and analyzed.  Our team has recently completed a number of these assessments in the last few years for similar cities in the metro and nation.  These assessments will help Hopkins understand how their park, trail, and recreation system performs compared to the competition - what it will take to become more 'rooted, vibrant, connected, resilient.'

**1.6 Park Inventory and Assessment**

Our team will supplement the City's basic inventory with a summary analysis of conditions and opportunities for parks, facilities, open space, and publicly owned plaza's and gathering spaces. We will work with staff to develop an overall park assessment score that will feed into an Equity Prioritization Analysis that is discussed more in the Equity and Inclusion specific question. Additionally, we will make recommendations to increase accessibility and universal access.





## TASK 2 | COMMUNITY ENGAGEMENT AND VISION PLAN

In response to the evolving status of the COVID-19 Coronavirus pandemic, Confluence is continuing to make necessary adjustments to protect the health and safety of our employees, clients, collaborators and communities. We will remain adaptable and follow CDC, State of Minnesota, and local requirements. Confluence and our partners have arranged the schedule to host some events outside at local parks and include a digital meeting component so that all potential participants can feel engaged and safe, regardless of their health status. As part of finalizing the Engagement Plan, our team will work with City staff and the Advisory Committee to solidify our plans for these special events.

**2.1 General Engagement**

Developing and achieving your vision is the ultimate goal. Our team will collaborate with City staff to confirm all aspects of our proposed community engagement plan and schedule to ensure they are in alignment with your needs and expectations.  We will work to complement the public feedback that has been garnered through the Cultivate Hopkins and  comprehensive planning process.

We are well versed in facilitating robust Public Engagement and Outreach efforts focused on not only existing users, but also non-users, and traditionally under-represented groups identified by Hopkins as high priority populations. Different age and demographic groups receive information in different ways and some people need to receive information multiple times.  We will explore a range of in-person and online formats to engage stakeholders and the public.

A mixture of traditional techniques is effective at garnering public input for active, well engaged residents. However, past experiences have shown us that communicating with underrepresented individuals is often hampered by cultural,











language, scheduling and trust barriers, as well as traditional communication strategies that often overlook individuals outside the mainstream. We will work with staff and use our extensive experience to develop some key strategies to reach these residents.

**Proposed Community Engagement Strategies:**

- **Key stakeholder dialogues -** including stakeholders listed in the RFP. Additionally, we view the Park Board and City Council as prime stakeholders and will incorporate a workshop to gather input from them and other Committee's staff identifies. We also propose to engage in specific dialogues with the priority populations that were identified by the City of Hopkins. A number of these dialogues will be conducted by Putting Change in Motion (PCM). PCM will utilize their extensive connections and experience to make connections to Latino, Russian, Somali, Seniors, and people living with disabilities. This will allow the Park System Plan to directly engage with groups that are often missed with traditional planning engagement techniques. A key objective of the dialogues will be to introduce the digital engagement site to encourage it's use and spreading the link information.
- **Community Conversations -** We will target specific events to take the issues and questions to the people - meeting them where they are - ideally in the parks that bring in a cross section of Hopkins residents such as the Sunset Series concerts, Raspberry Festival, Farmer's Market, and other community events identified by staff. Confluence will work with staff to identify events and provide materials for staff to use throughout the city.
- **Digital Engagement Tools -** A variety of online engagement opportunities are available and may include a Park System Project Website, community mapping, additional surveys, and a well-thought out strategy for engagement through social media channels. We are proposing a suite of online platforms that will complement the Community Assessment Survey and organize the engagement.
    - **Social Pinpoint** is a community mapping tool allowing residents to show us exactly where their feedback, ideas and concerns are located. Confluence has utilized this tool for multiple projects and is a great resource to serve as the primary online Park System destination. Reference example: https://confluence.mysocialpinpoint.com/bloom
    - **Staff/ Project Team Coordination -** we will meet regularly with Staff throughout the project in order to stay on schedule, coordinate information exchange, address opportunities and issues, and adjust scope as needed.

### 2.2 Establishing a Clear Vision

Our engagement efforts, along with staff and officials meetings, will be focused on clearly establishing a dynamic vision for the Park System that builds upon the Imagine Hopkins 2035 Plan. This vision component is what can drive momentum for implementation into the future. It needs to be inspiring, aspirational, practical, simple, and easy to understand. We will use simple language and graphics to clearly establish the overall vision. This vision will directly impact the goals, objectives, and guiding principles that will guide decision-making around priorities and resource allocation. One key component of this vision is creating master plans for a key park or park facilities that encompass this vision and set the tone for how the vision is developed on the ground.

We will work with staff to identify up to 3 parks to be master planned with the overall vision as a guide. A park design/ master plan is a great way to articulate a thought or

concept into a tangible component that the public and can more readily understand. What does it actually look like when we say we want to prioritize nature? How do changing trends physically change my park - are there less ball diamonds and more lacrosse fields? What are the opportunities if a roadway cutting through the park is removed, rerouted, or re-envisioned? These concepts are more easily understood and able to be discussed with a graphic plan that minimizes the need for descriptive text requiring translation. Park plans are a conversation starter and a way to show residents that the input they have been providing is taken to heart by staff and park designers.



## TASK 3 | EXISTING AND FUTURE FACILITY NEEDS

### 3.1 Facility Analysis and Needs

The Planning Team will evaluate the adequacy of existing facilities to accommodate future needs, and current interests and demands. During this evaluation, the Planning Team will provide strategies to the City of Hopkins for reuse or retrofit of facilities that are currently under-utilized to better meet recreation needs. Evaluation will review the effectiveness of current capital repair/replacement practices and recommend improvements to further protect the future of capital investments.

We will identify and describe key opportunities and challenges relevant to park and recreation facilities and programming; natural resources protection, enhancement



### 3.2 Park and Trail Classifications and Level of Service Standards

The Consulting Team will work with the City of Hopkins to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team's national experience and comparison with peer/survey cities. Deliverables will be easy for decision makers to understand and translate to implementation goals and plans.

### 3.3 Recreation Program Assessment

Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the City of Hopkins aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country and has worked with many communities that have alternative arrangements with neighboring communities to provide some or all of their recreation programming. The process includes analysis of:



- Age segment distribution
- Lifecycle analysis and Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- Review of program development process
- Backstage support, or service systems and agency support needed for excellent service









Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants. Recommendations will weigh the opportunities and constraints in working with the City of Minnetonka and if adjustments in the agreement would be prudent.

## TASK 4 | PARK SYSTEM PLAN DRAFTS

**4.1 Park Master Planning**

The Planning Team will prepare a draft of the Park Master Plan which will include maps, photos, diagrams, charts, and narrative text. The document will compile and summarize the findings regarding needs, desires, challenges of the community today and into the future. The Master Plan will clearly and graphically outline a dynamic vision, goals, objectives, and guiding principles that will provide the framework for future decision-making. The document will consider the fiscal and operational impacts to the City of Hopkins as well as prioritization and a strategic action (implementation) plan. We will identify gaps and provide recommendations for parks, trails, facilities and recreation enhancements as well as updated master plans, cost estimates and prioritization for key individual parks, trails and connections in the system identified by staff. We will present to city Staff for review and comment. Any necessary revisions will be made before presentation to PARC.

Our team has extensive experience in park planning and describing the best practices related to key elements below. We will integrate these elements in draft and weave them into the overall Vision:

- Equity
- Wayfinding and integration of trail system
- Historic and Cultural Resources
- Sustainability and Climate Change
- Access to nature and ecological services
- Creative Placemaking and Public Art
- Communications
- Safety and crime prevention through design
- Natural Resources

**4.3 Draft Plans and Presentations (park commission + Public)**

We will assist City staff in presenting the draft plan to Parks and Recreation Commission, Planning Commission, City Council, and other necessary agencies at 50% and 90% draft level. We propose to use Adobe PDF comments for staff review as we will be able to track edits and confirm when they have been picked up.

Additionally, elements of the draft plan (especially park concept plans) are great elements to share with the public in pop-up event formats and we will link key components to online tools to get further feedback from interested public members. Based on feedback provided by City staff, the Planning Team will then modify the plans and finalize the document for final submission to the City Council.

# TASK 5 | IMPLEMENTATION PLANS



**5.1 Capital Improvement Visionary Plan**

We will work with City staff to develop a phasing plan and budget describing future park and trail improvements with recommended funding sources. Additionally, our team will assist city staff in prioritizing how current and future park funds should be prioritized to best meet the community's park and recreation needs in the future.

**5.2 Prioritize Recommendations**

We will work to identify major funding needs such as any future land acquisition needs, and the development of new and modified parks, trails, open space, and recreation facilities needs. Additionally, we will develop a repair and replacement schedule for major park infrastructure with an emphasis on larger, heavily used facilities. The culmination of the analysis will result in a prioritized recommendation plan providing guidance to the City of Hopkins for investing in, improving and developing parks, facilities, trails, natural resources, and open space.

A prioritization strategy will be created to evaluate the replacement/ re-purposing of facilities, park or trail acquisitions, natural area preservation and enhancement, programming and service changes, equity considerations and sustainability of the triple bottom line.



**5.3 Maintenance and Operations Analysis**

Our team will evaluate governance of the City of Hopkins's core functions in the overall structure with recommendations on how to operate in the most effective functional and efficient manner. The Consulting Team will conduct a work session with key management staff on what they consider to be core essential services, important services, and value-added services based on observations, individual interviews, focus group interviews and operating practices. The outcomes of these work sessions will be:

- All services and functions of the agency are classified as (a) Core, (b) Important, or (c) Value Added based on definitions and criteria agreed upon with the Project Team.
- Appropriate performance measures for each classification of service will be determined and applied to all functions and services.
- The Consultant Team will compile the results of the work session into a summary of services and functions by classification. Additionally, broad performance standards for each service and function that align with their classification will be developed.

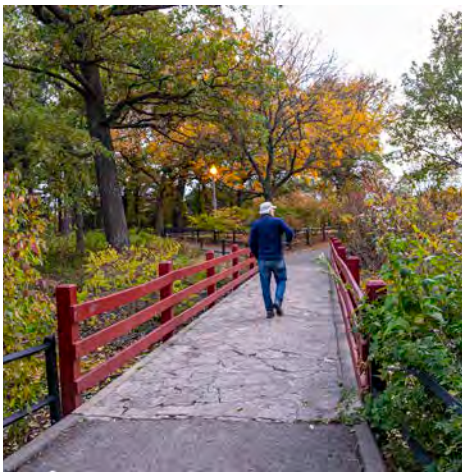


The Consulting Team will review maintenance protocols for parks, open spaces and trails to ensure appropriateness, efficiency, and sustainability. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset life-cycle management, customer feedback program, performance measurements, staffing levels and equipment managements.

We will also perform an analysis of the current practices of the City to evaluate its operational situation. This analysis will identify future City organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/ communication opportunities. This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.









### 5.4 Funding and Revenue Strategies

Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on community values. The funding strategies to be evaluated for potential recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowments/Non-profits opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/ public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park development, open space and park and facility development - both public, private, and semi-private
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timeline

## TASK 6 | DOCUMENTATION AND DELIVERABLES

### 6.1 Final Park master Plan Preparation & Adoption

The final deliverable will be a written report of findings and recommendations in a highly graphic 8.5” x 11” format with a combination of text, graphics and photographs. The final plan will be prepared and delivered along with any associated appendices (technical reports organized in book format) for inclusion in the Imagine Hopkins 2035 Plan update, or as a stand alone document. Our team will work with the Park Board, Planning Commission, City Council, and City staff to finalize the Park Master Plan that will include, at a minimum, the elements listed in Section IV and VI of the RFP. The document will be easy to read, informative, and clearly articulate the Vision for Hopkins’s Parks.

April 5, 2022 Council Report 2022-038

**RESOLUTION AUTHORIZING SPENDING OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

## Proposed Action

Staff recommends that the Council approve the following motion: Move to approve Resolution 2022-028 Authorizing Spending of American Rescue Plan Act Funds.

Provide feedback on Youth Workforce Development and Equity Action Plan proposals.

## Overview

ARPA was signed into law on March 11, 2021, which included $65 billion in recovery funds for cities across the country. The City of Hopkins' allocation of the federal funds is $2,018,224. One half of the funds were received in 2021 and the remaining half will be delivered in 2022. The City has until the end of 2024 to complete the spending of the ARPA funds. The funds must be used for eligible expenditures consistent with the Department of Treasury's guidance.

Staff recommends authorizing $1,618,224 of expenditures for the following purposes:

1. Hiring one additional police officer beginning on 1/1/2023 through 12/31/2024. The estimated cost is $260,000.
2. Developing programs centered on mental health and community safety. The City authorizes up to $240,000 to be used for this programming. Mayor Hanlon and Council Member Balan are leading a community group to develop these programs.
3. Hiring one additional planner beginning on 7/1/2022 through 12/31/2024. The estimated cost is $275,000.
4. Developing economic development or grant programs. The City authorizes up to $225,000 for this programming. More information to come.
5. The City will allocate a portion of ARPA funds to address revenue loss for Arts Center Fund ($318,224), Depot Fund ($35,000), Parking Fund ($15,000) and Pavilion Fund ($250,000).

At the March 8th Work Session City Council requested additional information related to proposals for Youth Workforce Development and Equity programming. A proposal for each program is included for discussion.

The remaining ARPA funds (currently $400,000) would be held in the City's ARPA special revenue fund. This would allow additional flexibility and time to determine the best use of the funds.

## Supporting Information

- Youth Workforce Development Proposal
- Equity Action Plan Proposal
- Resolution No. 2022-028

Nick Bishop, Finance Director

# Youth Workforce Development Proposal

Over the past year, hiring has been a challenge both internally in City operations and externally in the community; a trend that is likely to continue to be a challenge for both the City and our small and local businesses. The City also recognizes youth in the Hopkins Community are comparatively more likely to have lower household incomes in adulthood than many of our neighboring communities (https://www.opportunityatlas.org/), this is particularly evident for youth of color. By providing youth focused, workforce development Hopkins can address some of the barriers to employment for youth and address workforce needs in the future.

A proposed program would have a goal to review and compare best practices and look for the most efficient and effective manner of developing a pipeline program focused on workforce readiness and career development to address internal and external hiring challenges and to help provide career connections and mentoring to youth with barriers to employment.

The Cities of Minnetonka and Golden Valley and Hopkins Public Schools are interested in a regional collaboration on a program similar Brooklynk, a youth workforce development program led by Brooklyn Park and Brooklyn Center which trains youth for 10-week summer internships. A collaboration with additional city partners will increase the likelihood of receiving grants or leveraging additional resources to advance this work, as well as create a program which more closely matches the Hopkins school district boundaries.

Staff is proposing in part one to review best practices including the BrookLynk (https://www.brooklynk.works/) and/or Step Up, led by AchieveMpls, (https://www.achievempls.org/stepup) models, and to identify potential partners and current practices and sustainable resources to devote to the endeavor. After part one is completed, further discussion would take place around part two.

**Part One: Needs Assessment and Modeling- $17,000**

*Workforce Development Intern - $7,000*

The City would hire an intern who would work with Hopkins School District, City Departments, Local Businesses, Youth Leaders and other community partners (ICA, DEED, Hennepin County, etc.) to understand youth workforce needs in the community and to help develop program(s), identify and if available, apply for grants for workforce development.

*Technical Assistance - $10,000*

The city would use these funds to match potential workforce development grants and/or to pay for consulting to work on developing program and assisting with grant applications. This would likely be contracted with BrookLynk or Step Up and used to reimburse them for them for staff time, program development, and technical assistance.

**Part Two: _Programming - TBD**

Following the results of the study done in Part one, subsequent years of a youth workforce development program could be developed and funds to advance this work could be allocated at a future date. In a similar fashion to the Brooklynk or StepUP models, the City would become an employer for five interns, as well as offer partnership to the business community by offering match dollars for them to also host interns. The business internships would be funded from the Economic Development portion of the ARPA funds.

- Five (5) City Internships - $24,500
- Staff Share with Partners – TBD (possibly offset by grant funding)
- ½ City Funded internships to Local Business – approximately $2,250 per internship or $11,250 recommendation of funding up to five. These internships would be funded from the Economic Development portion of the ARPA funds.

# Equity Action Plan Proposal

**Background**

The City of Hopkins has a long history of working to fulfill the City's vision statement, "Creating a spirit of community where all people feel safe and respected and where diversity is celebrated." Working with community partners, Hopkins has focused on created opportunities to increase awareness and understanding of race, equity, and diversity, and promotes a sense of community that welcomes and values all residents.
Current and past initiatives include:

- A partnership with the Hopkins School District, the faith community, and the Hopkins School District on the Hopkins Race and Equity Initiative (HREI)
- Participation in the Joint Community Policing Program (JCPP), a collaborative effort in the west metro to enhance communication and understanding between law enforcement and multicultural residents.
- Monthly meetings of the Multicultural Advisory Committee (MAC), which provides advice, suggestions, and assistance to the Hopkins Police Department to aid them in better serving, communicating with, and understanding the many cultures that reside in, work in, or visit the Hopkins area.
- Participation in the Government Alliance on Racial Equity (GARE)

Despite the success of these efforts, the City of Hopkins recognizes there is still work to be done to fully realize the City's vision and goals. In 2021, the City hired a Management Analyst to continue advancing racial equity systems change as an organization.

In the past year, members of the community have continued to advocate for an equity-based approach to the work done in City Hall. Staff led an equity-focused review of the City's zoning code, which only increased some community member's desires for this type of work to be more ingrained in other City processes. While Staff agrees that equity must be a pillar of the work done across departments, in the same way that budget, staff time and capacity and other factors are considered, there are gaps in education, training, and overall organizational vision for what this work should look like across departments.

The goal of this work is to first build internal capacity for conversations around diversity and equity in the organization's work as a foundation for advancing equitable practices and community collaboration. It is necessary that the organization first establish common language, education, and make space for ongoing conversation so that deeper work can be advanced.

Staff recommends that these conversations and strategic planning around racial equity are best advanced by a consultant firm who specializes in a metrics driven approach to advancing this work internally. Staff has begun interviewing consultants and would select one if funds were allocated for this work.

**Phase One: Assessment, Engagement and Strategic Action Planning -- $40,000**
Staff seeks the assistance of a consultant firm to expand capacity to do this important work. This firm would engage leaders and employees, undergo an equity focused assessment of current policies and processes, and develop a strategic action plan for improvements. The firm would develop an accountability system which would include evaluation of key metrics and a system for sustain engagement of leaders and employees in equity work. The firm would also offer implementation support as this work continues. This process would last 6 months.

**Phase Two: Ongoing Implementation - $10,000**
Following the work with the consultant firm, Staff would leverage the foundation work done to continue ongoing development of internal equity practices. This could include setting additional department specific equity goals and trainings, incorporation of an equity tool or scorecard into council reports, and continued implementation of equity practices in polices and procedures. Funds allocated in phase two may support community engagement in equity goal setting, technical assistance from consulting firms or provide for professional development.

**CITY OF HOPKINS**
**HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-028**

**RESOLUTION AUTHORIZING SPENDING OF AMERICAN RESCUE PLAN ACT FUNDS**

**WHEREAS,** since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans. The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs;

**WHEREAS,** as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19.

**WHEREAS,** city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic.

**WHEREAS,** Congress adopted the American Rescue Plan Act in March 2021 (ARPA) which included $65 billion in recovery funds for cities across the country.

**WHEREAS,** ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

**WHEREAS,** $2,018,224 has been allocated to the City of Hopkins (City) through ARPA.

**WHEREAS,** the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury's ARPA guidance.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins, that:

1. The City will hire one additional police officer beginning on 1/1/2023 through 12/31/2024. The estimated cost is $260,000.
2. The City will develop programs centered on mental health and community safety. The City authorizes up to $240,000 to be used for this programming.
3. The City will hire one additional planner beginning on 7/1/2022 through 12/31/2024. The estimated cost is $275,000.
4. The City will develop economic development or grant programs. The City authorizes up to $225,000 for this programming.

5. The City will allocate a portion of ARPA funds to address revenue loss for Arts Center Fund ($318,224), Depot Fund ($35,000), Parking Fund ($15,000) and Pavilion Fund ($250,000).
6. The City will hold the remaining $400,000 in its ARPA special revenue fund until its best use is determined.

Adopted by the City Council of the City of Hopkins this 5th day of April, 2022.

By:_____
Patrick Hanlon, Mayor

ATTEST:

_____
Amy Domeier, City Clerk