

The Riverside Plaza Renovation Project Memorandum of Understanding: A Snapshot



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TABLE OF CONTENTS

Executive Summary	pg 4
Section 1- Introduction	pg 5
<ul style="list-style-type: none">• The Riverside Plaza Renovation Snapshot Report<ul style="list-style-type: none">ScopeMethodologyAssumptionsCHANCEOrganization of this Report• Background: The Riverside Plaza Renovation Project<ul style="list-style-type: none">Seeds of ChangeLocal Government LeadershipMemorandum of Understanding	
Section 2 – Neighborhood Priorities	pg 12
<ul style="list-style-type: none">• Infrastructure Improvements• Community Space• Health and Welfare of Tenants• Public Safety• Jobs	
Section 3 – Summary Snapshot Charts	pg 16
<ul style="list-style-type: none">• Infrastructure Improvements• Community Space• Health and Welfare of Tenants• Public Safety• Jobs	
Section 4 – Tenant Health and Welfare	pg 23
<ul style="list-style-type: none">• Relocation• Management Learning• Conclusion	
Conclusions & Recommendations	pg 26

Appendices

- A.** Reporting Matrices
- B.** Memorandum of Understanding, 1-22-2011
- C.** Riverside Construction Schedule, 12-23-2010
- D.** Phasing Plan
- E.** CR Infrastructure Map and Schedule
- F.** Tenant Relocation Plan
- G.** Jobs Statistics
- H.** Crime Statistics
- I.** MOU Background
- J.** Final Presentation Outcomes
- K.** RPR Project Data Worksheet

Executive Summary

In this project, our team of three graduate students at the Humphrey School of Public Affairs employed a mixed methods approach to analyze the progress achieved between January 1 and May 1 on the commitments included in the Memorandum of Understanding (MOU) associated with the Riverside Plaza Renovation project. The MOU is an agreement that outlines benefits for the community and was signed by the developer, Cedar Riverside Limited Partnership¹(CRLP), and the City of Minneapolis. See Appendix B for the full text of the MOU.

We conducted key informant interviews with members of Cedar Riverside neighborhood organizations, government entities and residents of Riverside Plaza. We gathered quantitative data on jobs, crime, and demographics; reviewed public documents; conducted a literature review of community benefit agreements; and reviewed media coverage of the Riverside Plaza Renovation project. Given that the Riverside Plaza Renovation project has a two-year construction schedule, and that our research concluded just five months into that time frame, this paper is a snapshot of events as they currently stand.

Based on our interpretation of the language employed, the MOU contains over 60 discrete items. Approximately two-thirds of these items list their completion date as the end of the total project, and our observations indicate that work on these items has not yet begun. Therefore, limited information can be reported on these items. Additionally, many of the MOU items use qualifiers, such as “exploration of,” “will attempt to,” “will pursue,” and “will research,” or are silent as to a completion date. This ambiguity leaves many items in the MOU without specific, concrete deliverables.

The MOU is structured around five neighborhood priorities. Our review revealed that progress on commitments is being made in all five areas:

- **Infrastructure improvements:** Improvements are scheduled for completion in late 2012 and appear to be on schedule.
- **Public safety:** Establishment of the safety center is progressing.
- **Community space:** The Community School is being renovated as part of the renovation scope and is progressing.
- **Health and Welfare of Tenants:** The overall impact on tenants during the first three months of construction has been greater than originally anticipated, with inadequate communication and expectation-setting involving the scope of the renovation. However, significant learning and adaptation on the part of CRLP has taken place during the initial cycles of tenant relocation.
- **Jobs:** Progress is being made toward hiring goals but there is a perception among some individuals we interviewed that not as many jobs have been created within the neighborhood as the community had originally hoped.

¹ The CRLP is a legal entity created by Sherman Associates for the sole purpose of owning Riverside Plaza. While CRLP is the property owner, Sherman Associates remains the property manager.

SECTION 1 - INTRODUCTION

THE RIVERSIDE PLAZA RENOVATION SNAPSHOT REPORT

Scope

This report, compiled by three graduate students from the Humphrey School of Public Affairs, looks at the Memorandum of Understanding (MOU) associated with the Riverside Plaza Renovation Project (RPR) in the Cedar Riverside (CR) neighborhood of Minneapolis. It provides a snapshot of the progress on commitments included in the MOU between the City of Minneapolis and Cedar Riverside Limited Partnership (CRLP) as of May 1, 2011. The purpose of this agreement is to articulate and clarify the goals of the renovation to maximize beneficial impacts on the residents of the Riverside Plaza, as well as the wider CR neighborhood. (See Appendix I for background information on MOU's) This agreement is structured around five community priorities for the Riverside Plaza Renovation (RPR) project:

- Infrastructure Improvements
- Community Space
- Health and Welfare of Tenants During Construction
- Improvements to Public Safety
- Jobs for Neighborhood Residents

The RPR project will replace mechanical and plumbing systems throughout the Plaza, as well as improve elevators and common areas. It represents a financial investment of over \$130 million in the Riverside Plaza housing complex, including both refinancing of old debt and new construction, and as such is of interest to multiple stakeholders, including Riverside Plaza's over 4,000 residents, the surrounding CR community, and the City of Minneapolis.

The objective of this report is to:

- Clarify the deliverables in the MOU, and provide a snapshot of the current progress towards the fulfillment of these commitments
- Identify the anticipated outcomes of each MOU commitment in order to provide the community with a better understanding of the impact of this project on their neighborhood

- Create a tool that can be used by project stakeholders to assist in additional reporting for this project and future development projects
- Provide insights and recommendations that can be incorporated into the RPR project in its remaining 18 months of construction, and can also be used as a guide to inform future development projects in this and other communities.

While our main partner is the department of Community Planning and Economic Development (CPED) at the City of Minneapolis, we have worked with numerous CR community leaders to gain insight into the RPR project and the CR community.

Methodology

The authors employed a mixed methods approach toward data gathering for this report. This included the following actions:

- Reviewed the documents listed below to better understand the MOU. These documents are included in the Appendix.
 - MOU document, January 2011
 - Exhibit A (from MOU) – Workforce Plan
 - The Riverside Plaza Rehabilitation and Relocation plan
- Reviewed the documents listed below to better understand the progress made towards the commitments listed in the MOU.
 - Riverside Plaza April 2011 Update: “Memorandum of Understanding and General Community Matters,” prepared by Sherman Associates for CPED
 - March Status Report: Riverside Plaza Stabilization and Rehabilitation Memorandum from Minneapolis Department of Civil Rights
- Reviewed multiple newspaper and magazine articles in order to gain perspective on the renovation project.
- Interviewed key stakeholders:
 - Robin Garwood – Councilmember Aid to Cam Gordon
 - Chris Sherman – project manager, Sherman Associates

- Matt Goldstein, Joe Bernard and Haila Maze – CPED
 - Osman Ahmed – RPTA, WBCC
 - Mohamed Abdullahi – RPTA, Somali American Education Program
 - Ayan Jama – CRCS
 - David Merkle – CRNRP
 - Russom Solomon – WBCC, WBBA
- Interviewed 8 residents of the Plaza with the assistance of Osman Ahmed and Mohamed Abdullahi. Our interviews took place in March of 2011, while the second relocation cycle was underway. Our interviews with tenants included those who had at that point either already moved back into their renovated unit as a part of the first cycle, were still living in their hotel units, or had yet to move. Therefore, the feedback we received covered only the first complete and second partial relocation cycles. Questions covered their knowledge of and experience with the renovation scope, the overall relocation process, their move to the hotel unit, the hotel unit itself, and the move back into their original unit.
 - Attended a range of community meetings
 - WBCC Board meetings, January 19, 2011, March 16, 2011
 - Community informational meeting on the RPR project at Brian Coyle Community Center on October 13, 2011
 - Community meeting at Darul Quba in March 6, 2011
 - Completed a literature review on the use of Community Benefits Agreements.
 - Interviewed experts in relevant subjects:
 - Russ Adams – Alliance for Metropolitan Stability
 - Jeff Corn – University of Minnesota, CURA
 - Ed Goetz – University of Minnesota, CURA

Assumptions

This study takes the commitments in the MOU as given and does not attempt to evaluate their importance or value in a wider context.

CHANCE

This report is the end product of a year-long Capstone Course at the University of Minnesota's (U of M) Humphrey School of Public Affairs, facilitated by the Cedar Humphrey Action for Neighborhood Collaborative Engagement (CHANCE). The goal of the CHANCE program is to increase collaboration between the Humphrey School, the U of M, and the CR community. The RPR project presented a unique and timely opportunity for our team to provide a service to the community while gaining a better understanding of the interactions between community engagement, development, and public policy.

Organization of this Report

The remainder of this report is organized into the following sections:

- The **background** on the original RPR project, the genesis of the renovation project and the development of the MOU.
- A description of each of the MOU's **Neighborhood Priorities**, which include Infrastructure Improvements, Community Space, Tenant Impact, Public Safety, and Jobs.
- **Summary Snapshot Charts** for each section of the MOU that restates each MOU deliverable in clear language, reports current status as of May 1, 2011, and suggests the anticipated long term outcome of the deliverable. The table is then expanded into a more detailed Reporting Matrix located in Appendix A, providing a tool to help track the MOU's deliverables.
- **Tenant Health and Welfare** throughout the relocation process that every Plaza resident cycles through during the phased renovation project.
- **Conclusion & Recommendations**

BACKGROUND: THE RIVERSIDE PLAZA RENOVATION PROJECT

Riverside Plaza, a residential housing complex consisting of several high-rise apartment buildings in the center of the Cedar-Riverside neighborhood of Minneapolis, was built in 1974, and is home to about half of the neighborhood's 8,000 residents. Nearly 40 years later, the structure is showing its age. Residents report experiencing poor heating and cooling systems, failing plumbing, elevator break-downs, and leaky windows with increasing frequency, as well as an overall deterioration of the buildings' physical structure. Faced with these growing challenges, a comprehensive rehabilitation plan was put forth by the property owner, Cedar Riverside Limited Partnership (CRLP). CRLP's plan makes use of a variety of funding sources, which ultimately finance a project totaling over \$65 million in construction costs. With the refinancing of existing debt, financial reserve requirements and interest payments, the total project exceeds \$130 million. This project represents one of the largest economic development projects in the neighborhood in years.

Seeds of Change

The Plaza, as the buildings on site are collectively known, fell into foreclosure in the late 1980's and was acquired by the Federal Department of Housing and Urban Development (HUD). The current owner and property manager, CRLP, purchased the property in 1988 and used housing subsidy programs to convert a number of rental units into a mix of Section 8 and Section 42 units in order to produce a more dependable revenue stream.

The Section 8 program provides housing to qualified low-income tenants at a percentage of their income, with HUD providing the difference of their discounted rental rate to the property owner. The Section 42 program, by contrast, offers rental units at an affordable rate to renters, based on rates established by the county in question, and in turn assists the property owner with long-term, 10-year tax credits on their property through the Housing Tax Credit (HTC) program.

The HTC program is renewable after 10 years, but only if the property owner engages in "new construction, rehabilitation, or acquisition with rehabilitation"². This provides incentives for the property owner to engage in a regular ten-year cycle of improvement to the property. It is this provision that is the impetus for the current renovation project.

² <http://www.mnhousing.gov/housing/tax-credits/allocation/index.htm>

In late 2007, CRLP began to develop a plan for a major renovation project that would allow it to renew access to the HTC program. This initiative was put on hold in 2008, as the financial crisis and ensuing recession constricted the private lending market. However, late in 2009, as markets began to rebound, CRLP renewed its efforts to restart the financing process, and plans for the renovation began to take shape.

Local Government Leadership

CRLP had approached CPED with preliminary plans for the renovation in 2007. However, 2009 marked an acceleration of CPED's involvement and the start of involvement with City Councilman Cam Gordon's office. Both groups played key roles as the renovation plans solidified throughout 2010, with the city councilman's office helping to facilitate neighborhood involvement, and CPED assisting with project financing.

According to Matt Goldstein of CPED per an email to our project team on May 10, 2011, the City funded this project because it ranked well on the established funding programs' criteria. This ranking helped to leverage many other funding sources, with several tying their ultimate contribution levels to the size of the overall project; thus every additional dollar provided through one source increased the funding commitments of several others. The cumulative nature of each successive increase in funding quickly expanded the scope of the project and its potential for impact on the CR neighborhood.

Councilman Cam Gordon's office provided leadership on this project by representing the interests of citizens and organizations located within the ward and striving to remain a neutral arbiter of neighborhood conflict. To this end, he and his office facilitated a broader neighborhood dialogue that focused on including the voice of the community in any agreements that occurred between the City of Minneapolis and CRLP. This process began in earnest in mid-2010, as several community meetings took place under the auspices of the West Bank Community Coalition (WBCC), in an effort to gather community input and to brainstorm ideas.

Memorandum of Understanding

Partially as a result of community activism regarding the RPR project, the City of Minneapolis and the CRLP entered into an agreement referred to as a Memorandum of Understanding (MOU). The purpose of this agreement is to articulate and clarify the goals of the renovation to maximize beneficial impacts on the residents of the Riverside Plaza, as well as the wider CR neighborhood. (See Appendix I for background information on MOU's)

The MOU is organized around five neighborhood priorities:

- Infrastructure Improvements
- Community Space
- Health and Welfare of Tenants
- Public Safety
- Jobs

Use of MOUs by the City of Minneapolis for previous development projects has primarily focused on job creation. Recent examples of this include the Schubert Theater downtown, and the Coloplast building north of the warehouse district along the Mississippi River. The Riverside Plaza MOU has an expanded scope, however, as it includes a wider range of community benefits. This expansion has been accomplished by linking several unrelated development projects occurring in the neighborhood, including multifamily housing renovations to The Cedars and Riverside Plaza, transit investments for Central Corridor and Hiawatha, and street repaving along Cedar and Riverside Avenues.

The City of Minneapolis and the CRLP were the only signing partners of the MOU. However, multiple community groups, including the WBCC and Riverside Plaza Tenants Association (RPTA) were informally engaged in the process. The WBCC facilitated meetings and reviewed the MOU as it was being developed, while RPTA, though not specifically involved in the MOU's creation, functioned as a liaison between the residents and CRLP, with its ongoing funding commitments spelled out specifically within the MOU. In addition, City Council member Cam Gordon and his staff facilitated meetings and assisted the community in the organization of the five overarching priorities which served as the framework for the MOU. The public engagement process and signing of the MOU created expectations among residents and community members about potential outcomes of the renovation project as discussed later in this paper.

SECTION 2 – NEIGHBORHOOD PRIORITIES

Infrastructure Improvements

Along with the buildings of Riverside Plaza, the infrastructure throughout the CR neighborhood is in need of repair. Cracked sidewalks and awkward intersections make getting around the neighborhood difficult for the resident population, which includes sizeable groups of children, disabled, and the elderly. In addition, there are some existing bike lanes, but they are in poor condition or poorly signed, and landscaping and public art are minimal. The RPR project scope incorporates infrastructure renovation to remedy some of these failings, several of which are specifically included in the Cedar Riverside MOU. Most of the provisions under this priority will not be complete until late 2012 (See Appendix B).

A summary of commitments in the MOU:

- Street and bicycle improvements
- Landscaping/ art improvements at NW corner of Cedar Avenue and 6th Street
- Common area private site and exterior improvements
- Nice Ride (A bicycle-sharing program) provisions
- Utility rebates

Community Space

Community space is a critical component of any city, and Riverside Plaza, essentially a vertical city, is no exception. For the purposes of this paper, community space is considered all space that can be used by the community, including the open space of the Plaza courtyard and space within the Plaza complex that belongs to organizations with a community purpose such as the Cedar Riverside Community School (CRCS) and the Safety Center. Provisions in the MOU represent the improvement and sustainment of existing community space; however no community space is added as part of this project.

A summary of commitments in the MOU:

- Improvements to the courtyard, as described in the infrastructure section of this report.
- Space for a future 40,000 building for a development that addresses community needs such as education, clinic space, daycare, youth activities, health and wellness
- Space for the new Community Safety Center, as described in the public safety section of

this report.

- Renovated and additional space for the Cedar Riverside Community School. (Not included in the MOU, but part of the renovation project.)

Tenant Issues

When this renovation project was initially conceived, most planned construction was to occur in common areas, such as corridors, elevators and laundry rooms and on the building exterior. Many tenants had been under the impression that they were not going to have to relocate during this construction project. However, as the scope of the project evolved to include more work within the actual units, it became evident that tenants would have to relocate during the time work was occurring within their specific units.

While resident relocation allowed a variety of RPR project work to be done more easily, the primary renovation component that triggered this change was the requirement that the building be fully fitted with sprinkler systems. The existing buildings are only partially sprinklered, which means that there is one sprinkler head in each unit, as well as sprinklers in the common hallways. This change came about from the requirements of one of the funding sources used to help finance the project. However, to accommodate this upgrade, access holes have to be punched in the walls inside the units so that the sprinkler head that is being added to the inside of the room can connect to the pipes in the walls.

In addition, one of the major complaints of tenants leading into the renovation project was the length of time that it takes to get hot water. This problem is being addressed as part of this renovation project, but to accommodate this upgrade, water shut down is required. Due to how the water lines are arranged within the building, a “column” of units is served by a single line, therefore, when the water is turned off to allow for the piping to be reconfigured, the water in all units attached to the column must be turned off at the same time.

While the number of units that require relocation during a given phase of renovation is dictated by the configuration of the building’s water pipes, the duration of the relocation is informed in part with the requirements of government subsidized housing residency requirements. For CRLP to receive compensation for an occupied unit under terms of subsidized housing, residents need to reside within the units on the first day and the last day of a given month. Because of this, close attention

is paid to cycling relocated tenants out and back again within a calendar month.

To comply with federal relocation requirements as a condition of the AHTF money, CRLP put together an extensive relocation plan, which included a communication component. Highlights of the relocation plan are as follows: (See Appendix F for the full plan.)

- Furnished hotel units on the premises will be provided.
- Tenants must pack personal belongings in bins provided, and movers will move them to the temporary apartment units.
- Tenants are to be relocated for one month.
- The plan also includes temporary hiring provisions discussed in a separate section of this report and a communication plan to be discussed later in this section.

The hotel units for the relocation plan were created on site by removing vacant units from the rental market as they became available in the Plaza. This meant that hotel units, while physically located within the Plaza complex, were spread unevenly both within and among the different Plaza towers. When possible, relocation took place within the same tower that a resident was accustomed to living within, but when there were insufficient spaces within a particular tower, relocation took place elsewhere within the Plaza complex.

As of the end of April 2011, three groups of tenants had been cycled through the relocation process (three “stacks” of construction); the first group of tenants moved back into their units the end of February, the second group moved back into their units the end of March and the third group moved back into their units the end of April. The fourth group is scheduled to move back the end of May.

A summary of provisions included in the MOU:

- Provide lease for RPTA space and funding for the RPTA organization
- Include an allocation of \$2.25 million in the project budget for tenant relocation
- Relocate tenants in temporary hotel units and communicate this process through resident meetings with provisions for multiple languages

Public Safety

The CR neighborhood is currently developing a comprehensive safety strategy, supported by a range of neighborhood stakeholders, including the West Bank Safety Committee, the WBBA, WBCC, RPTA, CRLP and the Minneapolis Police Department. Collectively they are engaged in a process of community engagement, trust building, and collaboration to counter the safety challenges, both real and perceived, within the community. Many key initiatives already underway in the neighborhood are supported by elements of the MOU. Though some individuals expressed initial frustration as to the actual dollar amount being allocated to safety as part of this project, there appears to be general satisfaction on the part of the community as to the progress being made on the items agreed upon.

A summary of commitments in the MOU:

- CRLP and the City working jointly to pursue the cutting edge of police technology and Safe Zone tactics
- Allocate space and provide funding for *West Bank Safety Center (WBSC)*.
- CRLP contributes \$12,500 in police “buy backs” in 2011 and 2012.
- CRLP purchases updated security cameras within the Plaza
- CRLP will regularly participate in the West Bank Safety Committee, Cedar Riverside Partnership, and West Bank Business Association.

Jobs

For a neighborhood with relatively low income and high unemployment, this project represents a potential source of jobs for many neighborhood residents (For jobs statistics, see Appendix G). As residents see and hear information about this major construction project, many residents anticipated it would employ a large number of people from the community.

A summary of commitments in the MOU:

- Employment goals for minorities, women and local residents
- Subcontracting goals for small businesses, minority-owned and women-owned business entities
- Engage Emerge³ Community Development to help meet hiring goals

³ Emerge is a non-profit organization with a focus on workforce programs administration with offices in the neighborhood

SECTION 3 – SUMMARY SNAPSHOT CHARTS

The Summary Snapshot Table for each Neighborhood Priority summarizes each MOU commitment deliverable pertaining to that priority, reports its current status and suggests the anticipated long-term outcome of the commitment. Each table is expanded into a more detailed Reporting Matrix, found in Appendix A, which provides a tool to help to track the progress of each deliverable.

INFRASTRUCTURE IMPROVEMENTS

Table 3.1

MOU Commitment	Status	Anticipated Outcome
<ul style="list-style-type: none"> • 4th St and 15th St - new bicycle lane to Central Corridor LRT station. • Exploration of creating more efficient parking on 6th St, south side of 4th St and the east side of 15th St • Installation of a mid-block crosswalk across Cedar Avenue at 6th street 	<p>These improvements are included in the West Bank Station Area Implementation Study⁴, however as of 5/1/2011, no actual documents or schedule has been formalized by CRLP or CPED.</p>	<ul style="list-style-type: none"> • This will improve bicycle access to the LRT station. • This will provide more efficient parking so that it is easier for people driving to local businesses. • Crosswalk will make it safer to cross the street in order to get around the neighborhood.
<ul style="list-style-type: none"> • Owner will include the following improvements: better drainage, signage and lighting; landscape and pavement improvements; sidewalk repair, repair and replace railings, fences, building screens and trash receptacles; remove Darul Quba building, new paint for colored panels, repair clock on the tower, replace patio doors and windows, new interior and patio door dressings, fire sprinkling system 	<p>As of 5/1/2011, three cycles of unit renovations have been completed which include new doors, sprinkler systems. The Darul Quba building has been demolished. There has been no progress on remaining items that the authors have observed. According to the construction schedule, all items are scheduled to be completed by late 2012</p>	<p>These provisions will do one or more of the following:</p> <ul style="list-style-type: none"> • improve the appearance and safety of the plaza, • improve wayfinding • improve the appearance of the building, • prevent water leaking into apartments • provide a more pleasant interior environment by making the temperature in the units easier to control • provide a way for tenants to control privacy and sun

⁴ The West Bank Station Area Implementation Study, December 21, 2010, prepared by Hennepin County and City of Minneapolis strategic plan that addressed district wide infrastructure issues.

<ul style="list-style-type: none"> • Landscaping / art improvements at NW corner of Cedar Avenue & 6th Street 	<p>As of 5/1/2011, there has been no visible progress on this item.</p>	<ul style="list-style-type: none"> • This will improve the appearance of the area for residents and the greater community.
<ul style="list-style-type: none"> • Owner will allocate space for Nice Ride (bicycle kiosks providing self-serve, short term rentable bikes), near Cedar Ave, City will pursue kiosk funding 	<p>According to CPED, Nice Ride provisions are being considered as part of another development in the area.</p>	<ul style="list-style-type: none"> • This provision will provide community members without their own bicycles access to bicycles, and will provide an additional means for people outside the neighborhood to get to local businesses
<ul style="list-style-type: none"> • Owner will work with Excel and Centerpoint to realize rebates and City will research additional funding sources 	<p>As of 5/1/2011, no other rebates have been identified</p>	<ul style="list-style-type: none"> • If additional rebates are received, additional upgrades to the Plaza could theoretically be implemented
<ul style="list-style-type: none"> • Owner will participate in Special Services district contingent upon neighborhood institutional participation. 	<p>This is being studied, however some neighborhood institutions are wary of this concept, and it may not be realized. A draft feasibility study has been completed by students for Cedar Riverside Partnership.</p>	<ul style="list-style-type: none"> • This would help the businesses in the community to provide a unified set of services to patrons, such as snow or trash removal.
<ul style="list-style-type: none"> • Owner will grant permission to neighborhood youth to paint mural on African Mall. 	<p>No visible progress as of 5/1/2011 has been made on this item.</p>	<ul style="list-style-type: none"> • This would enhance appearance of the area and provide a culturally identifiable

COMMUNITY SPACE

Table 3.2

MOU Commitments	Status	Potential Outcomes
<ul style="list-style-type: none"> • Provide space for a future 40,000 building for a development that addresses community needs such as education, clinic space, daycare, youth activities, health and wellness 	<p>This is a future provision. As of 5/1/2011, there has been no reported progress on this item.</p>	<ul style="list-style-type: none"> • Future development will be important as this neighborhood continues to change.
<ul style="list-style-type: none"> • CRLP has agreed to renovate, as well as allocate additional space, to the Cedar Riverside Community School. (not included in the MOU) 	<p>Construction is slated to start May 15th and end in mid-August, according to the CRCS administration.</p>	<ul style="list-style-type: none"> • These renovations will allow CRCS to stay in its current space, through improvement of handicap accessibility and overall space.
<ul style="list-style-type: none"> • CRLP has agreed to allocate space for the new Community Safety Center. (see also the safety section of this report). 	<p>CRLP April report notes a goal for the safety center to open in July 2011.</p>	<ul style="list-style-type: none"> • Creating a space for a neighborhood safety center will give the neighborhood a central location for all its safety needs and provide important space for community dialogue around this issue.
<ul style="list-style-type: none"> • See infrastructure section for items that address improvements to the courtyard. 		

TENANT HEALTH AND WELFARE

Table 3.3

MOU Deliverable	Status	Potential Outcomes
<ul style="list-style-type: none"> • Provide lease for RPTA space and funding for the RPTA organization. 	<p>Our team has not reviewed any public documents indicating that payments have been made, however we assume that CRLP will continue to provide space and funding for RPTA.</p>	<ul style="list-style-type: none"> • An improved Riverside Plaza tenant community.
<ul style="list-style-type: none"> • Include an allocation for tenant relocation of \$2.250 million in the project budget. 	<p>The team did not review the detailed project budget.</p>	<ul style="list-style-type: none"> • This allocation indicates a consideration for tenants during construction, causing less disruption in their lives during the construction process.
<ul style="list-style-type: none"> • Hold resident meetings with provisions for multiple languages. 	<p>See the communication section for detail on this aspect.</p>	<ul style="list-style-type: none"> • See the communication section for detail on this aspect.

PUBLIC SAFETY

Table 3.4

MOU Commitment	Status	Potential Outcome
<ul style="list-style-type: none"> • CRLP and the City working jointly to pursue the cutting edge of police technology and Safe Zone tactics. 	Per the Safety Committee representative, bi-weekly meetings taking place with all stakeholders involved.	<ul style="list-style-type: none"> • Creation of neighborhood-wide anti-crime strategy, leading to lower crime rates.
<ul style="list-style-type: none"> • CRLP contributes \$12,500 in police “buy backs” in 2011 and 2012. 	Not yet completed, according to CRLP.	<ul style="list-style-type: none"> • Continued police presence in the neighborhood, leading to lower crime rates.
<ul style="list-style-type: none"> • Allocate space and provide funding for <i>West Bank Safety Center</i> (WBSC). 	Space designated for WBSC at current site of East African Women’s Center. CRLP reports the goal to have the safety center in operation by July 2011.	<ul style="list-style-type: none"> • Improved coordination of neighborhood crime prevention initiatives, leading to lower crime rates
<ul style="list-style-type: none"> • CRLP purchases updated security cameras within the Plaza 	Purchase of cameras has begun, according to CRLP	<ul style="list-style-type: none"> • Improved surveillance of the neighborhood and the Plaza, leading to lower crime rates.
<ul style="list-style-type: none"> • CRLP will regularly participate in the West Bank Safety Committee, Cedar Riverside Partnership, and West Bank Business Association. 	Participation continues to take place, based on observations at meetings attended by the authors.	<ul style="list-style-type: none"> • Long-term cooperation of CRLP in the civic institutions of the neighborhood
<ul style="list-style-type: none"> • Improvement of visual elements within the neighborhood. (Described in detail in the infrastructure section of this report. 	According to the construction schedule, not slated to begin until 2012.	<ul style="list-style-type: none"> • Improved aesthetics increase perception of safety, as well as actual foot traffic, which increases “eyes on the street.”

JOB

Table 3.5		
MOU Commitment	Status	Potential Outcome
<ul style="list-style-type: none"> • CRLP will engage Emerge Community Development to help the General Contractor, Knutson Construction, meet their job goals. 	<p>Representatives of Emerge confirmed the job fair held in February, 2011. Organized by Emerge, attended by CRLP, Knutson, and others.</p>	<ul style="list-style-type: none"> • Emerge provides the valuable service of connecting employers to employees, and assists in training employees for job readiness.
<ul style="list-style-type: none"> • CRLP commits to hiring 90 Minneapolis residents, with initial priority given to those living in the Cedar Riverside zip code. (55454) 	<p>12 community employees before renovation, 47 on staff as of March, according to the April update from CRLP to CPED.</p>	<ul style="list-style-type: none"> • The employment of local residents will improve local economy and foster a positive relationship between City, Owner, and neighborhood.
<ul style="list-style-type: none"> • Knutson Construction commits to hiring, as a percentage of total work hours on the project, 15% skilled minority, 15% unskilled minority, and 8% female workers. 	<p>As of the Civil Rights Department April 16, 2011 report, 19% of total hours worked were minority hours and 6% of total hours worked were female hours.</p>	<ul style="list-style-type: none"> • By committing to these goals, Knutson will assist the City in this time of high unemployment.
<ul style="list-style-type: none"> • Knutson Construction has committed to maximize participation of small businesses, and subcontract to 10% Minority-owned Business Entities and 8% Women-owned Business Entities. 	<p>Unknown. The subcontractor list that we have access to does not detail the gender or minority status of the business owner.</p>	<ul style="list-style-type: none"> • By hiring small, minority-owned and women-owned businesses, Knutson aids the City in this time of high unemployment.

SECTION 4 – TENANT HEALTH AND WELFARE

Within the five priorities identified in the MOU, Tenant Health and Welfare, and specifically the Tenant Relocation process, is the most complex and far-reaching issue. The qualitative information obtained through our interview process is both rich in narrative and offers a valuable insight into a process that will eventually affect every resident of the Plaza.

As mentioned in our Methodology section, our interviews took place in March of 2011, while the second relocation cycle was underway. Our interviews with tenants included those who had at that point either already moved back into their renovated unit as a part of the first cycle, were still living in their hotel units, or had yet to move. Therefore, the feedback we received covered only the first complete and second partial relocation cycles. While this information covers only two months of a two-year renovation project, it nonetheless sheds light on key issues raised throughout the relocation process.

Relocation Cycle. Of the tenants interviewed, there was not an overwhelming feeling of dissatisfaction, though there were some specific complaints about the move.

- Of those moving into their temporary hotel unit, residents interviewed mentioned a longer wait time than anticipated for their belongings to be transported from their units into the temporary quarters.
- For those currently living in the hotel units, residents interviewed mentioned that their primary concern with moving into a unit that was not suited to their family, with hotel units having too few bedrooms, or not being located on a single story. Most tenants, however, indicated that their units were well-furnished and cleaned to their satisfaction.
- Our information regarding residents who moved back into their renovated units at the close of the relocation cycle indicated that the condition of their renovated unit did not meet their expectations. This information was gathered from resident interviews, community meetings, and direct interviews with the project manager for the developer.

Management Learning. After the first cycle of tenant relocations, some residents reported that the condition of their newly renovated units failed to meet their expectations, causing the tenant dissatisfaction noted above. However, management has been learning from this process and has made modifications to remedy the issues identified.

Table 4.1		
Issue	The Situation	The Response
Unclean Units	Tenants expected like-new apartments. Instead, apartments remained uncleaned.	<ul style="list-style-type: none"> • CRLP noted that they had neglected to realize that the units should be in “turned” condition when tenants move back in. This was remedied for subsequent relocation cycles. • CRLP noted that all units are being cleaned and repaired in alignment with what would be considered a new unit.
Patio doors not replaced	Tenants moved back into units that still contained patio doors original to the units that they thought were to have been replaced.	<ul style="list-style-type: none"> • The new patio doors were a custom item that replicated the original doors, requiring a longer lead time from order to shipment. • CRLP noted that the patio doors are now being ordered with adequate time to be shipped and installed while the residents are out of their apartments.
Holes in walls	Tenants moved back into units with open holes in the walls.	<ul style="list-style-type: none"> • Material for the fire sprinkler piping is another long lead item, and could not be ordered prior to closing for the reasons also noted above for the patio door. • CRLP noted that the fire sprinklers are now being ordered with adequate time to be shipped and installed while the residents are out of their apartments.
Misc items not fixed	Tenants moved back into units with a range of broken items left unrepaired, including cabinet and closet doors, and other miscellaneous pieces.	<ul style="list-style-type: none"> • CRLP noted that there is now a preconstruction checklist being completed prior to starting construction on a unit, in order to identify items that need to be repaired in the course of that unit’s renovation.
Long wait times during moves	Tenants reported waiting longer than expected for movers to complete the move.	<ul style="list-style-type: none"> • Moving teams take more frequent, shorter moves, leaving residents with a much smaller “in-transit” times.

Communication. There is a detailed communication plan for the tenant relocation process; however it appears that many of the well thought out processes were not effective. The communication plan put together to inform Riverside Plaza residents of the changes taking place over 2011 and 2012 employ a mix of standard community messaging, along with a number of innovative additions. Unfortunately, many of these methods were poorly matched to the behaviors of the community members most in need of the communication.

Table 4.2		
Communication Plan	Resident Feedback	Analysis
Community meetings were held to inform the public	Residents reported a lack of a clear understanding of the details of the renovation project. Expectations varied.	<ul style="list-style-type: none"> • With the population of Riverside Plaza numbering in the thousands, the number of community meetings that would be necessary to reach all the residents would be a logistical challenge. • As multiple languages are spoken within the Plaza, a difficulty arises in conducting community meetings with appropriate translation services.
Informational videos were created and distributed via Plaza cable Station 19	Residents interviewed indicated that they were not familiar with their existence. Without knowing to look for these videos, their effectiveness was diminished.	<ul style="list-style-type: none"> • The informational videos commissioned by CRLP represent a novel way of reaching residents where they already are used to checking into on a regular basis – the television. • The lack of recognition among our interviewees suggests that a critical mass of individuals simply had not been made aware of them.
All written and verbal communication translated into multiple languages	Residents who received both written and verbal moving instructions reported satisfaction with their knowledge of the process.	<ul style="list-style-type: none"> • The experience residents had with written information regarding the project – mainly surrounding moving directions & how to pack their belongings – was well received and well understood. • Effort has been made to translate and distribute the information to all tenants. • This personalized method of communicating to each individual unit appears effective.
A 24-hour hotline staffed to take resident calls	Residents who reported using this service expressed frustration about the inability of the 24 hour hotline to address all their renovation concerns.	<ul style="list-style-type: none"> • It appears that the hotline's increased use was due to other communications systems failing, leaving the hotline as the only way to communicate their concerns with the relocation process. • Feedback from residents via the hotline has caused a number of changes to the tenant relocation process, as noted in Table 4.1.

Conclusions & Recommendations

The Riverside Plaza Renovation project is an important investment in the Cedar Riverside neighborhood. The items included in the project's MOU are on track to improve both the physical space in and around the Plaza, as well as support pre-existing community led initiatives and planning that are currently underway in the neighborhood.

The MOU represents a good faith effort to document the benefits to the community that this project may bring, across a number of topic areas relating to the neighborhood. Communication around several of the items, primarily within the Tenant Health and Welfare section, has led to some ambiguity about the deliverables amongst residents interviewed for this project. We recommend the following steps to improve communication between the developer and the community:

- **Distribute a monthly report** to neighborhood organizations and local businesses to update the neighborhood on the status of MOU commitments. This report should include hiring data, recruitment efforts
- **Continue and expand personalized methods of communication.** Based on resident feedback from interviews and meetings, the culture of the residents of the Plaza necessitates more personal and verbal communication.
- **Provide each unit with a feedback survey** to capture their perceptions of both the relocation process and the renovated unit.

Future use of MOU's in conjunction with similar development projects would likely be benefited by a clearer definition of deliverables. Setting expectations through clear, effective communication processes is critical to establishing community support for this or any project, and there are opportunities for all stakeholders to implement communication improvements in the remaining 18 months of the project schedule.

Appendix A – Reporting Matrices

The matrices in this section can be used as a reporting mechanism to report progress on the Riverside Plaza Renovation MOU, with the reporting entity filling in the last column “current status/comments”.

The matrices are separated into five individual tables based on the neighborhood priorities and directly reference the specific MOU sections. If preferred they could be reformatted to follow the order of the MOU, however we feel there is value in structuring the reporting around the MOU neighborhood priorities.

The tables attached represent a hypothetical “first report” by Sherman and Associates as filed to CPED based on progress through April 2011. The information included is based on an actual report from Sherman and Associates to CPED for progress for that time period.

Future reports could be filled out monthly or quarterly based on an agreed upon reporting schedule between the MOU signers. This report could also be shared with the West Bank Community Coalition and City Council member Cam Gordon and his staff.

Riverside Plaza Renovation Project
MOU Reporting Matrix
INFRASTRUCTURE

filed by:

Based on information provided by Sherman and Associates in a report to CPED for progress through April 2011.

report date:

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	

SECTION I: ON AND OFF SITE PHYSICAL IMPROVMENTS (MOU pg 2-3)

A Street and bicycle improvements

1 4th St and 15th St improvements include new bicycle lane striping to improve bicycle connectivity between the project and the Central Corridor LRT station.	City (\$1,000,000 in 2011/2012 budget)	improvements being discussed as part of the West Bank Station implementation study	2011/2012 city budget	
2 On-street Parking - exploration of creating parking on 6th St, south side of 4th St and the east side of 15th St	City	not identified	not identified	
3 6th St pedestrian improvements- allocation of funds for the installation of a mid-block crosswalk	City- \$10,000 Owner - \$10,000	not identified	not identified	

B Landscaping / art improvements at NW corner of Cedar Avenue &

1 Allocate \$60,000 for landscaping and art on Cedar and 6th	Owner - \$60,000 City - \$70,000	project scope	upon project completion	Work is scheduled for completion is for late 2012, these items are still on schedule and the noted amount is budgeted. Landscaping "placeholder" is shown on the construction documents
2 Owner will engage Cedar Cultural Center to assist in design of Art improvements	Owner City - \$10,000	not identified	not identified	no progress noted to date

C Miscellaneous items from TOD Grant not identified elsewhere

1 (2.i)Site improvements to Cedars, including landscaping, security	City (\$346,000)	Cedars renovation	December 31, 2011	
2 (2.iv.)Cedar / Riverside intersection reconstruction / signal work	City	central corridor mitigation	upon completion of the central	

D Provide space for a future 40,000 building for future development (included in Community Space Section

E. Common area private site and exterior improvements and provide the city with as built documentation

1 Provide better drainage and landscaping and pavement	Owner (minimum cost of \$7,000,000)	project scope	upon project completion	schedule for completion is for late 2012, these items are still on schedule and the noted amount is budgeted. These items are shown on the construction documents.
2 Better signage and lighting				
3 Sidewalk repair				
4 Repair and replacement of railings				
5 Repair and replacement of fences, screens and trash receptacles				
6 Remove Darul Quba building				
7 New trash and recycling receptacles				
8 New paint for colored panels				
9 Repair the clock on the tower				
10 Replace patio doors and windows				
11 New interior and patio door dressings				
12 Fire Sprinkling system				

**Riverside Plaza Renovation Project
MOU Reporting Matrix
INFRASTRUCTURE**

filed by:
report date:

Based on information provided by Sherman and Associates in a report to CPED for progress through April 2011.

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	
F. Nice Ride provisions				
1 Owner will allocate space for Nice Ride, 60 x 10 near Cedar Avenue	Owner	project scope	upon project completion	no progress noted to date
2 City will pursue funding for nice ride kiosk	City	grants	not identified	
G. Utility rebates				
1 Owner will work with Excel and Centerpoint to realize rebates	Owner	rebates - estimated at \$500,000	not identified	no progress noted to date
2 City will research additional funding sources for energy efficiency improvements	City	grants	not identified	
SECTION V: SPECIAL SERVICES DISTRICT (page 7 MOU)				
Owner will participate in special services district	Owner		1-Jan-12	no progress noted to date
SECTION VI: AFRICAN MALL (Page 7 MOU)				
Grant permission to neighborhood youth to paint mural on African Mall	Owner	agreement	not identified	no progress noted to date

**Riverside Plaza Renovation Project
MOU Reporting Matrix
COMMUNITY SPACE**

filed by: *Based on information provided by Sherman and Associates in a report to*
report date:

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	

SECTION I: ON AND OFF SITE PHYSICAL IMPROVMENTS (MOU pg 3)

D Provide space for a future 40,000 building for a development that addresses community needs such as education, clinic space, daycare, youth activities, health and wellness

1 Reserve 15,000 sf at ground level	Owner	project scope	upon project completion	no progress noted to date <i>(note should be shown on site plan)</i>
2 Grant 1st right of refusal to Cedar Riverside Partnership if project is developed	Owner	future development	10 years	NA
3 Comply with federal and state historic tax credits	Owner	future development	not identified	NA
4 City will actively support owners efforts to seek public and private financing	City	grants	not identified	

Riverside Plaza Renovation Project
MOU Reporting Matrix

TENANT ISSUES

filed by:

*Based on information provided by
Sherman and Associates in a report to
CPED for progress through April 2011.*

report date:

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	

SECTION II.TENANT ITEMS (MOU page 4-6)

A RPTA

1 Provide lease for RPTA space	Owner	Lease	immediately	<i>(owner to not if this has been paid)</i>
2 Provide funding for Riverside Plaza Tenants Association	Owner	funding - total 300,000	project completion	In addition to the funding of RPTA owner is taking additional steps to improve resident services Hired a resident service coordination specialist with the following goals : Improve consistency, quality and response, meet with tenants, improved communication - bilingual / cultural improvement, organize and address areas of repeated concern, create programs and look for resources targeted at youth, elderly and health
3 Provide funding for Riverside Plaza Tenants Association	Owner	funding - estimated 162,000 per year	annually 2013 - 2041	no report

B Tenant Security (described in separate section)

C Tenant Relocation

1 Funding for relocation	Owner	allocation of 2,250,000 out of project budget	project completion	
2 Commitment to hold multiple resident meetings to convey information, including tenants rights and expectations	Owner	meetings	project completion	Meetings were held with limited participation. Sherman has since revised our communication strategy to include meeting one on one with each tenant prior to construction, and to improve the communication strategy in general, written and verbal. Customer services hours have also been extended to 7am to 10pm.
3 Commitment to provide reasonable accommodations for households with limited English proficiency and disabilities	Owner	all written and verbal communication in multiple languages	project completion	This has been provided. Sherman has hired additional bilingual services staff

**Riverside Plaza Renovation Project
MOU Reporting Matrix
PUBLIC SAFETY**

filed by: *Based on information provided by Sherman and Associates in a report to CPED for progress through April 2011.*
report date:

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	

SECTION II.TENANT ITEMS

B. Tenant Security (MOU Page 5)

1 Establish a public private Partnership				
Establish new model of public private partnership to pursue technology and Safe Zone tactics - could include camera monitoring, court watch and community prosecution models	City / Owner	partnership	not specified	See below for partnerships and progress to date
2 Allocate space for Safety Center				
The Owner will allocate approximately 1,100 square feet for a new Safety Center. Work with WBCC to establish goals for the center which may include meeting space for police, volunteers, participants, providing staffing from RPTA, potential police buy back, provision of additional neighborhood services from other stakeholders - i.e. Fairview or metro transit	Owner	project scope	not specified	Sherman has engaged with WBCC leadership and the Cedar Riverside Partnership in expanding the opening of the community-based Safety Center. Goal is to have an organizational plan and be open by July 2011.
				Goals have been established and include: understand the safety concerns, work with and know beat officers work with prosecution, Hennepin court and police on prevention, review and understand crime statistics
				The following equipment has been identified as needed for the safety center: desks/cubes, computers, cameras/screens, phones <i>(comment - will Sherman be providing these items or are they looking for other sources for these items)</i>
				The following groups have participated in the development of the center: WBCC Crime prevention,MPD, Metro Transit, Cedar Riverside
3 Provide funding for Safety Center				
Funding for safety center - to include space, utilities, and maintenance	Owner	funding - \$15,000/year	annually for 10 years	<i>(comment; payment has not been noted)</i>
Staffing Contribution	RPTA	in-kind - \$15,000/year	annually for 10 years	<i>(comment; payment has not been noted)</i>
Funding for Police "buy back"	Owner	funding - \$7,500/year	annually for 10 years	<i>(comment; payment has not been noted)</i>
Funding for safety center which could include operations, programming, police buy back	City	funding - \$5,000/year	annually for 10 years	
4 Participation in Community				
Owner will participate in the West Bank Safety Committee, Cedar Riverside Partnership and West Bank Business Assoc	Owner	participation	implies forever	Sherman has been participating with these groups in the development of the safety center

**Riverside Plaza Renovation Project
MOU Reporting Matrix
JOBS**

filed by: *Based on information provided by Sherman and Associates in a report to CPED for progress through April 2011.*
report date:

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	

SECTION III. WORKFORCE DURING CONSTRUCTION (MOU page 7)

A Owner and Contractor (Knutson) have developed a workforce plan (items shown below)

B Emerge

1 The Owner will engage Emerge to help Knutson meet their job goals.	Owner		not specified	A job fair was held by Emerge in late February, with the Cedar Riverside Limited Partnership and Knutson in attendance, as well as some subcontractors.
2 Knutson will contribute staffing and \$25,000 for Emerge	Knutson	funding / staffing	not specified	<i>Sherman did not report any progress on this goal</i>
3 The City of Minneapolis Employment and Training Program (METP) will provide Emerge with no less than \$25,000 in performance-based funding for the workforce development, conditioned upon the successful completion of predetermined benchmarks, as described in the existing service contract with METP.	City	funding	not specified	CPED noted this to be in progress

Exhibit A - Workforce Plan

1 Apprentice Construction Training Program

Knutson and its subcontractors agree to a goal of 5% of the onsite construction hours for apprentices				We are looking to establish an apprentice program. No concrete progress to date
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2 Resident and Neighborhood Employment

a Employment of 90 Minneapolis residents from the Riverside Plaza ZIP code (55454)*.	Owner	Job Fair through Emerge	By project completion	<i>this item defines the 3 tiered goal, see item b below for specific hiring goals and status</i>
b These will include 40-44 through Knutson and subcontractors.	Knutson	Job Fair through Emerge	By project completion	In the first 60 days of work Knutson has achieved 43% of the Minneapolis resident goal
These will also include 16-18 jobs from temporary cleaning help or vendors of the property.	Owner	Job Fair through Emerge	By project completion	The cleaning and moving subcontractors have hired 28 resident workers
These will also include approximately 15 jobs from Riverside Plaza hired into the current workforce for building maintenance, custodial, administration, and other.				Sherman Assoc has hired 25 resident workers

**Riverside Plaza Renovation Project
MOU Reporting Matrix**

JOBS

filed by: *Based on information provided by Sherman and Associates in a report to CPED for progress through April 2011.*
report date:

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	
c The City's Employment and Training Program will fund 15 employees to be included in the Minneapolis resident employment total.	City	funding	By project completion	We are working with the city on new internships for law enforcement, management and youth programs, the goal was targeted for youth and summertime hiring
d Knutson will establish a temporary resident and neighborhood employment and training office on the Riverside Plaza property with regularly scheduled hours of operation to recruit, train, and retain resident and neighborhood employees.	Knutson	not specified	not specified	<i>Note that Sherman did not report any progress on this goal</i>
e At least one security intern will be hired that is enrolled at the time of hire in a law enforcement or comparable education program.	Owner	not specified	not specified	We are working with the city on new internships for law enforcement, management and youth programs, the goal was targeted for youth and summertime hiring
3 Employment Goals				
Skilled minority - 15%	Knutson	General employment process	By project completion	As of April 16, 2011, 19% of total hours worked were minority hours.
Unskilled minority - 15%				As of April 16, 2011, 6% of total hours worked were female hours.
Women - 8%				
4 Subcontracting Goals				
a Minority-owned Businesses (MBEs)- 10%	Knutson	General employment process	By project completion	11.50%
Women-owned Businesses (WBEs)- 8%	Knutson	General employment process	By project completion	15.70%
b Knutson will maximize participation by Small Businesses, MBEs, and WBEs through a variety of initiatives aimed at including those demographics in the bidding process.	Knutson	General employment process	By project completion	We have exceeded our MBE / WBE hiring goals see above
5 The City, in collaboration with Knutson and its subcontractors, will provide urban streetscape beautification and neighborhood clean up within one block of the site during the summer months during the construction phase of this project.	City	General employment process	By project completion	

**Riverside Plaza Renovation Project
MOU Reporting Matrix**

JOBS

filed by: *Based on information provided by Sherman and Associates in a report to CPED for progress through April 2011.*
report date:

Commitment as listed on the MOU	implementation method			Current Status / comments
	Responsible party	Mechanism for implementation	Timeframe for fulfillment	
6 Construction Education Minneapolis Public Schools Initiative: Knutson will work with the Minneapolis Public Schools through the construction classes that are held at Roosevelt High School.	Knutson	General employment process	By project completion	<i>Note that Sherman did not report any progress on this goal</i>
7 Internship Program: Knutson will establish an internship program that offers at least one selected resident of the Cedar Riverside neighborhood the opportunity to participate in paid summer internships that will expose them to the construction industry.	Knutson	General employment process	By project completion	Have begun initial planning, no deliverables to date
8 Job Linkage Agreement: The Owner will sign a project-appropriate Job Linkage Agreement and will be forwarding all notices of job openings to METP so that job applicants can be forwarded to the Owner for review and possible job interview.	Owner	General employment process	By project completion	<i>Note that Sherman did not report any progress on this goal</i>
9 MCTC: Knutson will advertise job opportunities to MCTC, targeting the estimated 135 students from the 55454 ZIP code, approximately 20 of which are MCTC "Power of YOU" students.	Knutson	General employment process	By project completion	<i>Note that Sherman did not report any progress on this goal</i>
10 Recycling: The Owner will create a recycling program that involves a youth-servicing organization which engages youth in collecting recyclables and learning about sustainability issues.	Owner	General employment process	By project completion	<i>Note that Sherman did not report any progress on this goal</i>

Appendix B – Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Riverside Plaza Project

This Memorandum of Understanding is made as of the 1st day of December, 2010, between the City of Minneapolis, a Minnesota municipal corporation (the "City") and Cedar Riverside Limited Partnership, a Minnesota limited partnership (the "Owner").

RECITALS

- A. The Owner intends to acquire and rehabilitate that certain multi-family residential apartment complex located in Minneapolis commonly known as Riverside Plaza.
- B. The purposes of the \$122,000,000 acquisition and rehabilitation of Riverside Plaza (the "Project") are to enhance the quality of life for the residents of Riverside Plaza and significantly improve the functionality of Riverside Plaza by replacing failing mechanical systems, completing code-required upgrades, improving energy efficiency, and making other functional and aesthetic improvements.
- C. The Owner has applied to the City for a \$1.9 million loan of Community Development Block Grant funds from the Affordable Housing Trust Fund to help finance the Project (the "CDBG Loan").
- D. The Owner has also applied to the City for an allocation of up to \$80,000,000 of City of Minneapolis Housing Revenue Bonds, Series 2010 to help finance the Project (the "Bonds").
- E. The City has approved the Owner's applications for the CDBG Loan and the Bonds, and the documents associated therewith will impose various federal, state and local requirements on the Owner and the Project.
- F. In addition to such requirements, the City and the Owner will use all reasonable efforts to enhance the scope of work of and community benefits of the Project ("Additional Requirements").
- G. The City and the Owner will formally document some of the Additional Requirements in the documents associated with the CDBG Loan and the Bonds but the parties wish to concurrently document their understanding of the Additional Requirements pursuant to this Memorandum of Understanding.

AGREEMENT

I. On- and Off-Site Physical Improvements

- A. Adjacent Street and Bicycle Improvements:

1. 4th Street and 15th Avenue Improvements: The Mayor's budget for 2011 currently includes \$1,000,000 of capital improvement funding for improvements to 4th Street and 15th Avenue. This project is listed as "PV070 Riverside Phase II - 4th St/15th Ave." with \$600,000 in 2011 and \$400,000 in 2012. Upon approval, the improvements will include new bicycle lane striping to improve bicycle connectivity between the Project and the planned Central Corridor LRT stations.
2. On-Street Parking: The City will explore the creation of a Critical Parking Area on 6th Street, the south side of 4th Street, and the east side of 15th Avenue, to improve on-street parking availability for residents.
3. 6th Street Pedestrian Improvements: The Owner will allocate \$10,000 from the Project's budget for improvements to match the Minneapolis Public Housing Authority's contribution to install a mid-block crosswalk along 6th Street or other pedestrian safety enhancements as determined by the City.

B. Landscaping / Art Improvements at Cedar Avenue & 6th Street Northwest Corner:

1. The Owner will allocate \$60,000 from the Project's budget for landscaping and art work to be located at the corner of Cedar Avenue and 6th Street ("Art Improvements"). The Art Improvements will be completed contemporaneously with the construction of the Project. The Owner will provide the City with documentation of the costs of the Art Improvements so that the investment may be allocated towards the required match from the TOD Grant (defined below).
2. The Owner will engage the Cedar Cultural Center to assist in the design of the Art Improvements, which design will be consistent with the City's public art values and goals.

C. 2010 Hennepin County TOD Grant

1. The City has received \$300,000 in 2010 Hennepin County TOD dollars (the "TOD Grant") for pedestrian-oriented streetscape improvements along Cedar Avenue and Franklin Avenue.
2. The City intends to use the following improvements to satisfy a local match requirement of the TOD Grant:
 - i. \$275,000 from MPHA for site improvements that were made to the neighboring Cedars property since the June 30, 2010 funding award was made, and an additional \$50,000 of security improvements and \$21,000 for landscaping improvements that are to be completed before December 31, 2011.
 - ii. \$60,000 of improvements to the private plaza located at Cedar Avenue and 6th Street as described in Section 1.B.1. above.
 - iii. \$10,000 of 6th Street pedestrian improvements described in Section I.A.3 above.

- iv. Improvements to the Cedar Avenue and Riverside Avenue intersection including corner reconstruction and signal work that are planned and funded as part of the \$1,000,000 Central Corridor mitigation for this area.
- v. \$10,000 for the planned and funded beacon and bench public art project located at the southwest corner of 6th Street South and Cedar Avenue and adjacent to The Cedars.

D. Private Surface Parking Lot on 4th Street:

- 1. The Owner will use its best efforts to obtain its lenders' consent in the master subordination agreement to later release a footprint of approximately 15,000 square feet above the first level for approximately 40,000 square feet of air rights above the private 4th Street parking lot for future redevelopment that focuses on addressing the community needs of Riverside Plaza such as education, clinic space, daycare, youth activities, health and wellness (the "Future Redevelopment Project").
- 2. The Owner will grant a one-time, contractual right of first refusal to lease space in the Future Redevelopment Project to the Cedar Riverside Partnership whose members include the West Bank Community Coalition (WBCC), Augsburg College, Fairview, and the University of Minnesota for up to 10 years after the funding closing on the Project.
- 3. The Future Redevelopment Project is subject to compliance with Federal and State historic tax credit limitations, the terms and conditions of the City's financing documents and other Project financing documents, and the existing Riverside Plaza PUD as amended. The Future Redevelopment Project is also subject to Owner's Investor Limited Partner's approval, which shall not be unreasonably withheld.
- 4. The City will actively support the Owner's efforts to seek public and private funding for the Future Redevelopment Project. The City anticipates the need for public assistance with this Future Redevelopment Project.

E. Common Area Private Site and Exterior Improvements:

- 1. In addition to the physical improvements discussed above, the Owner's Project scope of work and budget will include the following "Common Area Private Site and Exterior Improvements" on the Riverside Plaza property subject to applicable City regulations:
 - a. Grading, landscaping, storm water drainage and pavement improvements throughout the site including the area located adjacent to the D-Building Skyway, generally between Palmer's Bar and the D-Building parking access;
 - b. Better on-site signage, lighting and building material design to improve navigation through Riverside Plaza;
 - c. Sidewalk repair and replacement;

- d. Repair and replacement of railings and handrails;
 - e. Repair and replacement of fences, trash enclosures and screens;
 - f. Remove blighted former Darul Quba building;
 - g. New trash and recycling receptacles;
 - h. New paint for the exterior colored panels;
 - i. Repair of the clock on the tower;
 - j. Repair or replace patio doors and windows;
 - k. New residential interior window and patio door dressings that are consistent on a building-by-building basis; and
 - l. Fire sprinkling system.
2. The minimum cost for the improvements in items (a) through (k) above is \$7,000,000.
 3. Within 120 days of completion of the Project, the Owner will provide the City with one (1) complete set of full-sized, scalable as-built site plans as record drawings that describe the final configuration of the site.

F. Nice Ride:

1. For up to 10 years from the funding closing, the Owner will allocate space at Riverside Plaza, 60 feet long and 10 feet deep, in close proximity to Cedar Avenue for a new Nice Ride bike sharing rental kiosk generally following the Class III bicycle parking design standards in Chapter 5 of the Bicycle Facility Design Guidelines as amended.
2. The City will pursue funding to furnish and install the Nice Ride kiosk and related improvements.

G. Utility Rebates for Energy Efficiency Improvements

1. The Owner will continue working with Xcel Energy and CenterPoint Energy for the purpose of applying for approximately 19 utility rebates with an estimated value of \$500,000.
2. The City will support this effort by researching additional funding sources for energy efficiency improvements, and facilitating meetings with utilities and funders.

II. Tenant Items

- A. Riverside Plaza Tenant's Association ("RPTA"):

1. RPTA and Riverside Plaza Limited Partnership (the "Current Owner") are parties to that certain Lease, dated as of December 31, 2002 (the "Lease"), pursuant to the terms of which RPTA operates a tenant resource center and provides certain additional tenant services to the Project ("Tenant Services"). The Lease will be assigned to the Owner in connection with the acquisition of the Project.
2. The Current Owner will make a payment of \$300,000 to RPTA at the closing on the sale of the Project, which is equal to annual payments of \$150,000 for years 2011 and 2012 (the "Construction Period Payments"). The Construction Period Payments will be made partially from RPTA's share of partner distributions from the liquidation of the Current Owner after sale of the Project to the Owner and partially from a Current Owner contribution of funds at the closing. The Current Owner is providing seller financing to the Owner in the amount of \$2,000,000 pursuant to a Promissory Note and Mortgage (the "Seller Financing Documents"). The Seller Financing Documents will be assigned to RPTA pursuant to an Assignment of \$2,000,000 Promissory Note and Assignment of Mortgage (the "Seller Financing Assignments") and all payments received under the Seller Financing Documents will be made to RPTA pursuant to the terms of the Seller Financing Assignments. The Current Owner's share of the Construction Period Payments and the Seller Financing Assignments are made in satisfaction of the Current Owner's obligations under the Contract for Deed Close-Out Agreement, dated October 22, 2010.
3. Greater Metropolitan Housing Corporation ("GMHC") has agreed to provide a loan in the amount of \$1,300,000 to the Owner for the Project in order to induce the Owner to acquire the Project and to accept the affordability restrictions imposed upon the Project, and subject to the further requirement that the Owner provide funds for the Tenant Services provided by RPTA. The GMHC loan will be evidenced by a Promissory Note and Mortgage (the "GMHC Financing Documents"). The GMHC Financing Documents will be assigned to RPTA pursuant to an Assignment of \$1,300,000 Promissory Note and Assignment of Mortgage (the "GMHC Financing Assignments") and all payments received under the GMHC Financing Documents, excluding a \$7,500 asset management fee payable for the first 15 years commencing 2013, will be made to RPTA pursuant to the terms of the GMHC Financing Assignments.
4. Based on current projections, the net proceeds paid to RPTA from surplus cash of the Project under both the Seller Financing Assignments and the GMHC Financing Assignments are anticipated to be approximately \$162,000 per year for 28 years commencing in 2013.

B. Tenant Security:

1. The Owner and the City will establish a new model of public-private partnership around public safety. This will include the Owner and the City working jointly to pursue the cutting edge of police technology and Safe Zone tactics, including but not limited to camera monitoring, court watch, and community prosecution models. The City will convene strategy meetings between the Police Department and the City Attorney's Office to discuss implementing innovative security techniques at Riverside Plaza.

2. For up to 10 years from the funding closing but not sooner than July 31, 2011, the Owner will allocate approximately 1,100 square feet of space within the Riverside Plaza for a new Safety Center. The Owner will work collaboratively with the WBCC Safety Committee and RPTA to jointly establish the goals, objectives, and program for the Safety Center which may include:
 - a. Meeting space for police and community safety volunteers and participants;
 - b. Staffing from RPTA or Cedar Riverside Partnership members;
 - c. Potential police buy-back; and
 - d. Additional neighborhood services from other stakeholders such as Fairview or Metro Transit.
3. The initial funding program for the planned Safety Center is:
 - a. The Owner's in-kind contribution value of this space is \$15,000 per year for 10 years totaling \$150,000 for the space, utilities, and maintenance.
 - b. RPTA will make a staffing in-kind contribution of \$15,000 per year for 10 years totaling \$150,000 to support Safety Center operations or programming as determined by the Safety Center participants.
 - c. The Owner will pay \$7,500 annually commencing August 1, 2011 and continuing for 10 years totaling \$75,000 to the West Bank Safety Committee for Minneapolis Police "buy back" resources, to be devoted to the area immediately surrounding Riverside Plaza between Cedar Avenue, 4th Street South, Interstate 35W, the Hiawatha Light Rail line and Interstate 94.
 - d. Subject to annual appropriations, the City will make \$5,000 annual payments commencing August 1, 2011 and continuing over the same 10 year period to fund Safety Center operations, programming or police "buy back" as determined by the Safety Center participants. If City fails to appropriate funds for the annual payment in any year, the Owner is not obligated to make its annual payment the following year.
4. The Owner will continue to regularly participate in the West Bank Safety Committee, Cedar Riverside Partnership, and West Bank Business Association.

C. Tenant Relocation:

1. The Owner has allocated \$2,250,000 in the current Project's budget for the temporary tenant relocation during the rehabilitation period.
2. The Owner's tenant relocation plan includes a commitment to hold multiple resident and community meetings to convey information about the relocation process and the residents' rights, responsibilities and expectations.
3. The Owner has committed to provide reasonable accommodations and services for households with limited English proficiency and disabilities. Consequently all relocation notices provided to residents of Riverside Plaza shall be in the languages identified as spoken by the residents of Riverside Plaza. Additionally, persons with disabilities will receive accessible temporary housing during the relocation.

III. Workforce During Construction

- A. The Owner and its contractor, Knutson Construction Services, Inc. (“Knutson”), have agreed to the workforce plan attached hereto as Exhibit A and incorporated herein by reference.
- B. Money for Emerge Community Development:
 - 1. The Owner will engage Emerge to help Knutson meet their job goals.
 - 2. Knutson will contribute staffing and \$25,000 for Emerge.
 - 3. The City of Minneapolis Employment and Training Program (“METP”) will provide Emerge with no less than \$25,000 in performance-based funding for the workforce development, conditioned upon the successful completion of predetermined benchmarks, as described in the existing service contract with METP.

IV. City Support Pursuing Additional Funding

- A. The City will actively support the Owner’s efforts to seek public and private funding for the Project. The City anticipates the need for public assistance with the Project. Such support will include support for the Owner’s application seeking \$7.5 million of Minnesota Housing Finance Agency (“MHFA”) PARIF assistance as requested in MHFA’s 2010 funding round, and the Owner’s 2011 applications seeking additional funding for the Project to fill the remaining development gap currently estimated at \$1.9 million.
- B. On November 5, 2010, the City Council authorized staff to submit a HUD Choice Neighborhoods funding application for project and related costs.

V. Special Service District

- A. The Owner agrees to participate in a Cedar Riverside Special Service District conditioned upon (i) the District being created and functioning on or before January 1, 2012; and (ii) the Owner receiving written confirmation that Augsburg College, Fairview Health Services, and the University of Minnesota have committed to financially participate on an equivalent basis; and (iii) Owner’s Investor Limited Partner’s approval.

VI. African Mall Art

- A. The Owner will work with Sherman Associates Inc., the owner of the African Mall located at 620 16th Ave. S. (the “African Mall”), to grant permission to neighborhood youth to paint a mural on the south wall of the African Mall facing the Cedar Riverside LRT station. Such permission is conditioned upon Sherman Associates Inc. receiving consent for the mural from the existing tenants of the African Mall. The Owner and the City acknowledge that this property is owned by an entity that is separate from Cedar Riverside Limited Partnership.

VII. Final Documentation and Conditions to this Memorandum of Understanding

- A. The parties acknowledge that performance of the terms of this Memorandum of Understanding are contingent upon a successful closing on the Project, including but not limited to, the City Council awarding \$1,900,000 from the Affordable Housing Trust Fund

and upon MHFA awarding funds to the Project in its 2010 funding round. If, despite its best efforts, Owner is unable to obtain \$1.9 million in additional gap financing for the Project by December 31, 2011, Owner may request an amendment to this MOU reducing the scope of the MOU to reflect the shortfall, which amendment shall not be unreasonably withheld.

- B. Some of the terms in this Memorandum of Understanding will be more formally memorialized in other City agreements including those related to the CDBG Funds and the Bonds.
- C. All of the terms set forth herein are contingent upon compliance with Federal and State historic tax credit limitations, the terms and conditions of the City's financing documents and other Project financing documents, and the existing Riverside Plaza PUD as amended.

**CEDAR RIVERSIDE LIMITED
PARTNERSHIP,**
a Minnesota limited partnership
Fed. I.D. # 27-3131790

By: **Riverside Plaza GP LLC,**
a Minnesota limited liability company

By: _____
George E. Sherman
President and Chief Manager

CITY OF MINNEAPOLIS

By _____
Its Finance Officer
Citywide Contracts Administrator
City Purchasing Agent

Department Head Responsible
For Monitoring Contract:

CPED Director

Approved as to form:

Assistant City Attorney

EXHIBIT A

Knutson Construction Services Riverside Plaza Stabilization and Rehabilitation Workforce Plan

1. Apprenticeship Construction Training Program – Knutson Construction Services (“Knutson”) and its subcontractors agree to a goal of 5% of the onsite construction hours for apprentices.
2. Resident and Neighborhood Employment
 - a. Cedar Riverside Plaza Limited Partnership (the “Owner”) and Knutson and its subcontractors commit to the employment of a minimum of 90 Minneapolis residents from the Riverside Plaza ZIP code 55454 (Cedar-Riverside) in connection with the rehabilitation of Riverside Plaza (the “Project”). In the event that there is an insufficient number of construction-qualified residents for construction-related positions in 55454 after an initial good faith effort, priority may be extended to the following contiguous, adjacent ZIP codes: 55404 (Ventura Village), 55406 (Seward and Longfellow), 55455 (University of Minnesota), 55415 (Downtown East), and 55488 (Elliot Park). In the event that there is an insufficient number of construction-qualified residents for construction-related positions in the additional ZIP codes, then priority may be extended to all ZIP codes within the City.
 - b. The jobs for 90 Minneapolis residents are anticipated to include the following:
 - i. Approximately 40 to 44 jobs, periodically during the course of the project, will be direct hires of Knutson and/or our subcontractors.
 - ii. Approximately 16-18 jobs from temporary cleaning help or vendors of the property.
 - iii. Approximately 15 jobs from Riverside Plaza hired into the current workforce for building maintenance, custodial, administration and other.
 - c. The City’s Employment and Training Program will fund 15 employees to be included in the Minneapolis resident employment total.
 - d. Knutson will establish a temporary resident and neighborhood employment and training office on the Riverside Plaza property (preferably in or immediately adjacent to the Tenant Resource Center) with regularly scheduled hours of operation to recruit, train and retain resident and neighborhood employees.
 - e. At least one security intern will be hired that is enrolled at the time of hire in a law enforcement or comparable educational program.
 - f. The Owner has selected Emerge Community Development, a certified Section 3 business, as the job training partner.
3. Employment Goals
 - a. Knutson acknowledges that employment goals are very important to the City during this time of high unemployment. Knutson and its subcontractors agree to aspirational workforce utilization goals, expressed as a percentage of work hours on the Project, that exceed established City goals in each category. The aspirational goals are:

Skilled Minority	15%
------------------	-----

Unskilled Minority	15%
Female (combined)	8%

- b. The City and Knutson understand that these aggressive goals will be difficult to achieve but will be vigorously pursued nonetheless.

4. Subcontracting Goals

- a. Knutson and its subcontractors agree to aspirational Small Underutilized Business Program goals, expressed as a percentage of subcontracting dollars, that exceed established City goals in each category. The aspirational goals that Knutson agrees to are 10% for Minority- owned Business Entities (MBE) and 8% for Women- owned Business Entities (WBE).
- b. Knutson acknowledges that subcontracting goals are very important to the City during this time of high unemployment. The City and agree that these aggressive goals will be difficult to achieve but will be vigorously pursued nonetheless.
- c. Knutson will utilize the following initiatives to maximize participation:
 - i. Structuring of bid packages to allow for maximum participation by local small, women, and minority owned businesses.
 - ii. Collaborating with women and minority business organizations to identify firms for participating in the project, including qualifying businesses located within the City listed in the CERT directory.
 - iii. Establish subcontracting goals for each trade contract based on the availability of S/W/MBE firms (contractors and suppliers) in that specific division of work.
 - iv. Conduct contractor open houses on the Riverside Plaza property to explain the bid packages, procurement schedule and process to interested bidders.
 - v. Conduct pre-bid informational meetings on the Riverside Plaza property to inform and advise local and S/W/MBE contractors on the potential opportunities on the project.
 - vi. Meet regularly with S/W/MBE contractor organizations to update them on the project.

- 5. Clean and Green - As part of the City of Minneapolis Employment and Training Program summer youth program, the City, in collaboration with Knutson and its subcontractors, agrees to provide urban streetscape beautification and neighborhood clean up within one block of the construction site during the summer months during the construction phase of this project. This task may be part of the City's Employment and Training Program activities.

- 6. Construction Education Minneapolis Public School Initiative – Knutson work with the Minneapolis Public Schools through the construction classes that are held at Roosevelt High School. Knutson will provide these classes with speakers to talk about job site safety and OSHA standards. Knutson will also provide speakers from the various trades and construction disciplines working on the Riverside Plaza project, including architecture, engineering, and project management. Knutson agrees to donate to these

construction classes building materials, hard hats, work gloves, hand tools, and other materials as available. Knutson will provide students and instructors with corporate office, shop, and on-site tours. Knutson will provide networking opportunities with other construction industry representatives for the high school instructors that teach these courses.

7. Internship Program – Knutson will establish an internship program that offers at least one selected resident of the Cedar-Riverside neighborhood the opportunity to participate in paid summer internships that will expose them to the construction industry. Knutson will offer a summer internship each summer to at least one student of a trade school program.
8. Job Linkage Agreement – The Owner will sign a project-appropriate Job Linkage Agreement and will be forwarding all notices of job openings to the City of Minneapolis Employment and Training Program so that job applicants can be forwarded to the Owner for review and possible job interview.
9. Minneapolis Community and Technical College: Knutson will advertize job opportunities to Minneapolis Community and Technical College targeting the estimated 135 students from the 55454 ZIP code, approximately 20 of which are MCTC “Power of YOU” students.
10. Recycling: The Owner will create a recycling program that involves a youth-servicing organization which engages youth in collecting recyclables and learning about sustainability issues. This task may be part of the StreetWerks activities.

The Project is anticipated to commence in January, 2011 and is estimated to be completed in the spring of 2013. The Owner, Knutson and the City CPED staff agree to meet and report the Project results every quarter.

Knutson Construction Services

City of Minneapolis

CEDAR RIVERSIDE LIMITED PARTNERSHIP,
a Minnesota limited partnership
Fed. I.D. # 27-3131790

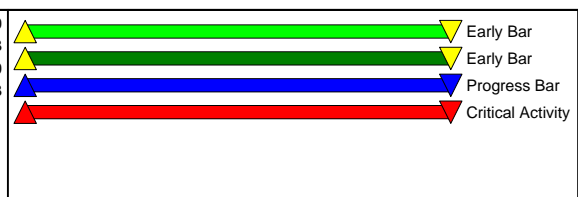
By: **Riverside Plaza GP LLC,**
a Minnesota limited liability company

By: _____
George E. Sherman
President and Chief Manager

Appendix C – Construction Schedule for Riverside Plaza

Activity ID	Activity Description	Orig Dur	Rem Dur	%	Early Start	Early Finish	2010												2011												2012												2013	
							A	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB			
Pre-Construction Items																																												
7300	Project Awarded to Knutson Construction Services	1	0	100	30APR10A	30APR10A	X Project Awarded to Knutson Construction Services																																					
7310	Cost/Schedule Review Meeting - May	1	0	100	20MAY10A	20MAY10A	X Cost/Schedule Review Meeting - May																																					
7390	VE Work - Ongoing	120	6	95	21MAY10A	27DEC10	VE Work - Ongoing																																					
7330	Cost/Schedule Review Meeting - June	1	0	100	24JUN10A	24JUN10A	X Cost/Schedule Review Meeting - June																																					
7340	Cost/Schedule Review Meeting - July	1	0	100	20JUL10A	20JUL10A	X Cost/Schedule Review Meeting - July																																					
7350	Cost/Schedule Review Meeting - August	1	0	100	16AUG10A	16AUG10A	X Cost/Schedule Review Meeting - August																																					
7360	Cost/schedule Review Meeting - September	1	0	100	28SEP10A	28SEP10A	X Cost/schedule Review Meeting - September																																					
7200	Submit For Bldg. Permit	40	0	100	01OCT10A	20DEC10A	Submit For Bldg. Permit																																					
7370	Cost/Schedule Review Meeting - October #1	1	0	100	06OCT10A	06OCT10A	X Cost/Schedule Review Meeting - October #1																																					
7210	Publish Bidding Documents	1*	0*	100	19OCT10A	19OCT10A	X Publish Bidding Documents																																					
7380	Cost/Schedule Review Meeting - October #2	1	0	100	19OCT10A	19OCT10A	X Cost/Schedule Review Meeting - October #2																																					
7410	Sub Bidding	29*	0*	100	19OCT10A	16NOV10A	Sub Bidding																																					
7240	Long Lead Items to meet 01/03/2011 Schedule	40*	10*	75	08NOV10A	31DEC10	Long Lead Items to meet 01/03/2011 Schedule																																					
7220	Review GMP bids with Owner	10	0	100	17NOV10A	15DEC10A	Review GMP bids with Owner																																					
7400	GMP Established	20	0	100	17NOV10A	15DEC10A	GMP Established																																					
7450	Award Subcontracts	1	0	75	01DEC10A	27DEC10	Award Subcontracts																																					
7420	Contract Signed	0	0	0	28DEC10*	27DEC10	X Contract Signed																																					
7430	Closing	0*	0*	0	28DEC10*	27DEC10	X Closing																																					
7440	Knutson Mobilize Onsite	21	21	0	03JAN11*	31JAN11	Knutson Mobilize Onsite																																					
Chase																																												
+ Chase Bldg - 42 Appt. (Rms 9&10 Stacked)																																												
		20	20	0	01FEB11	28FEB11	Chase Bldg - 42 Appt. (Rms 9&10 Stacked)																																					
+ Chase Bldg. 69 Appt. (Rms 4&5&6 Stacked)																																												
		23	23	0	01MAR11	31MAR11	Chase Bldg. 69 Appt. (Rms 4&5&6 Stacked)																																					
+ Chase Bldg. - 42 Appt. (Rms 7&8 Stacked)																																												
		21	21	0	01APR11	29APR11	Chase Bldg. - 42 Appt. (Rms 7&8 Stacked)																																					
+ Chase Bldg. - 71 Appt. (Rms 1&2&3 +00 Stacked)																																												
		22	22	0	02MAY11	31MAY11	Chase Bldg. - 71 Appt. (Rms 1&2&3 +00 Stacked)																																					
Elevator Work																																												
7260	Elevator (Chase)	135	135	0	01JUN11	06DEC11	Elevator (Chase)																																					
7290	Chase Bldg. Mechanical Room	86*	86*	0	01FEB11*	31MAY11	Chase Bldg. Mechanical Room																																					
B Annex																																												
+ B Annex - 30 Appt. Units (Whole Bldg.)																																												
		20	20	0	01FEB11	28FEB11	B Annex - 30 Appt. Units (Whole Bldg.)																																					
D1/D2 Charter School																																												
Elevator Work																																												
7280	Elevator (Charter School)	135	135	0	01APR11	06OCT11	Elevator (Charter School)																																					
7190	New 3-Stop Elevator	63	63	0	06JUN11	31AUG11	New 3-Stop Elevator																																					

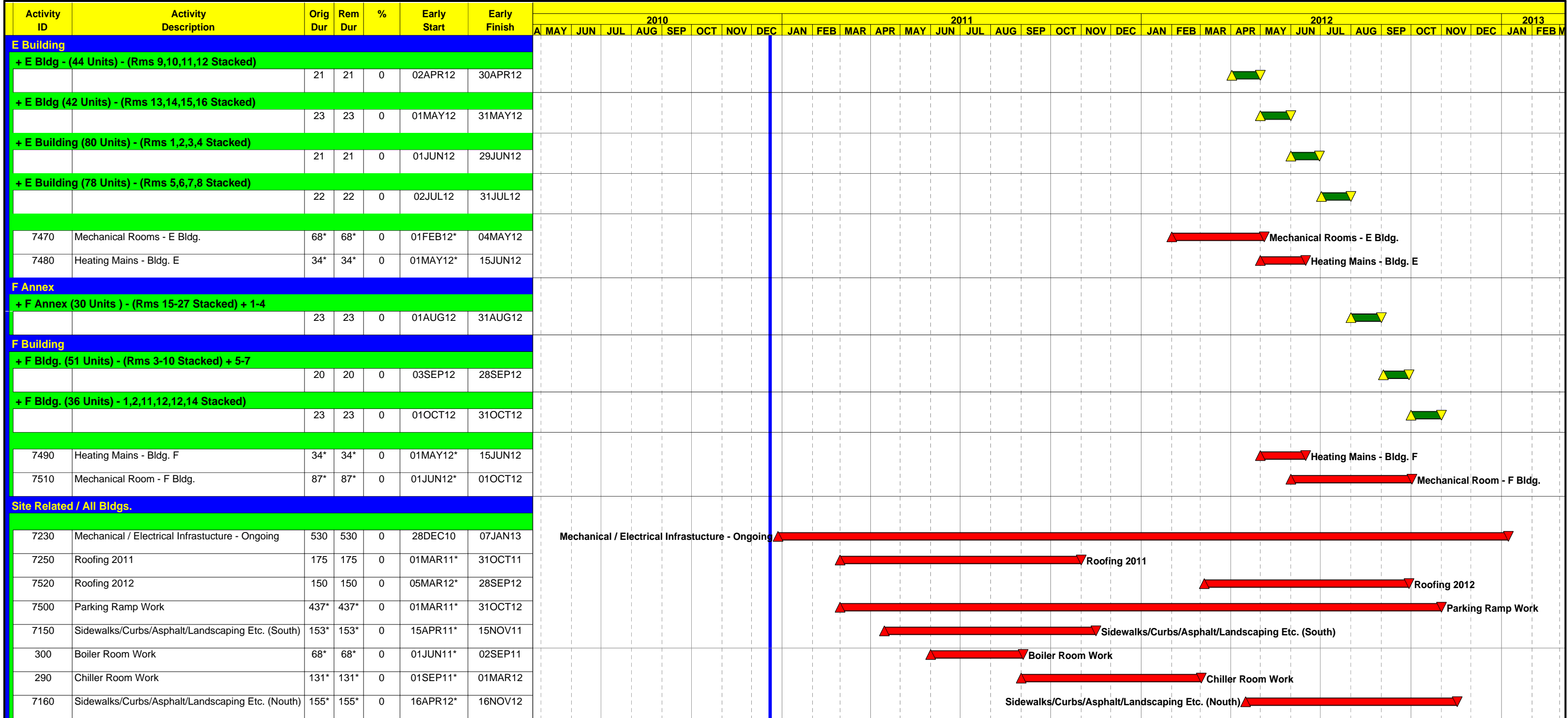
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 Finish Date 07JAN13
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 Run Date 23DEC10 06:33



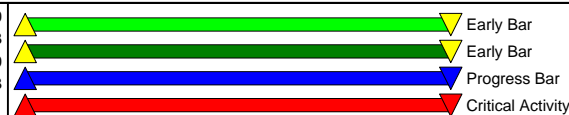
RSPR
 Knutson Construction services
 Riverside Plaza Remodel
 Classic Schedule Layout

Sheet 1 of 3

Date	Revision	Checked	Approved
06OCT10	Draft - Schedule with Precon/Sitework etc.	X	X
10NOV10	Draft - Schedule with Feb. Construction Start	X	X
22NOV10	Draft - Schedule to Match Long Lead Orders	X	X
06DEC10	Draft - Schedule to Match Long Lead Orders	X	X
20DEC10	Draft - Schedule for Closing	X	X
23DEC10	Draft - Schedule for Closing	X	



Start Date 19APR10
 Finish Date 07JAN13
 Data Date 20DEC10
 Run Date 23DEC10 06:33



RSPR

Knutson Construction services
 Riverside Plaza Remodel
 Classic Schedule Layout

Sheet 3 of 3

Date	Revision	Checked	Approved
06OCT10	Draft - Schedule with Precon/Sitework etc.	X	X
10NOV10	Draft - Schedule with Feb. Construction Start	X	X
22NOV10	Draft - Schedule to Match Long Lead Orders	X	X
06DEC10	Draft - Schedule to Match Long Lead Orders	X	X
20DEC10	Draft - Schedule for Closing	X	X
23DEC10	Draft - Schedule for Closing	X	

Appendix D – Phasing Plan

4TH STREET SOUTH/RIVERSIDE

15TH AVENUE SOUTH

CEDAR AVENUE SOUTH

6TH STREET SOUTH

KEY:

- ← BUILDING ENTRANCE
- (A5) ORIGINAL BUILDING IDENTIFIER
- ♿ ACCESSIBLE PARKING STALL



Appendix E – Cedar Riverside Infrastructure Map

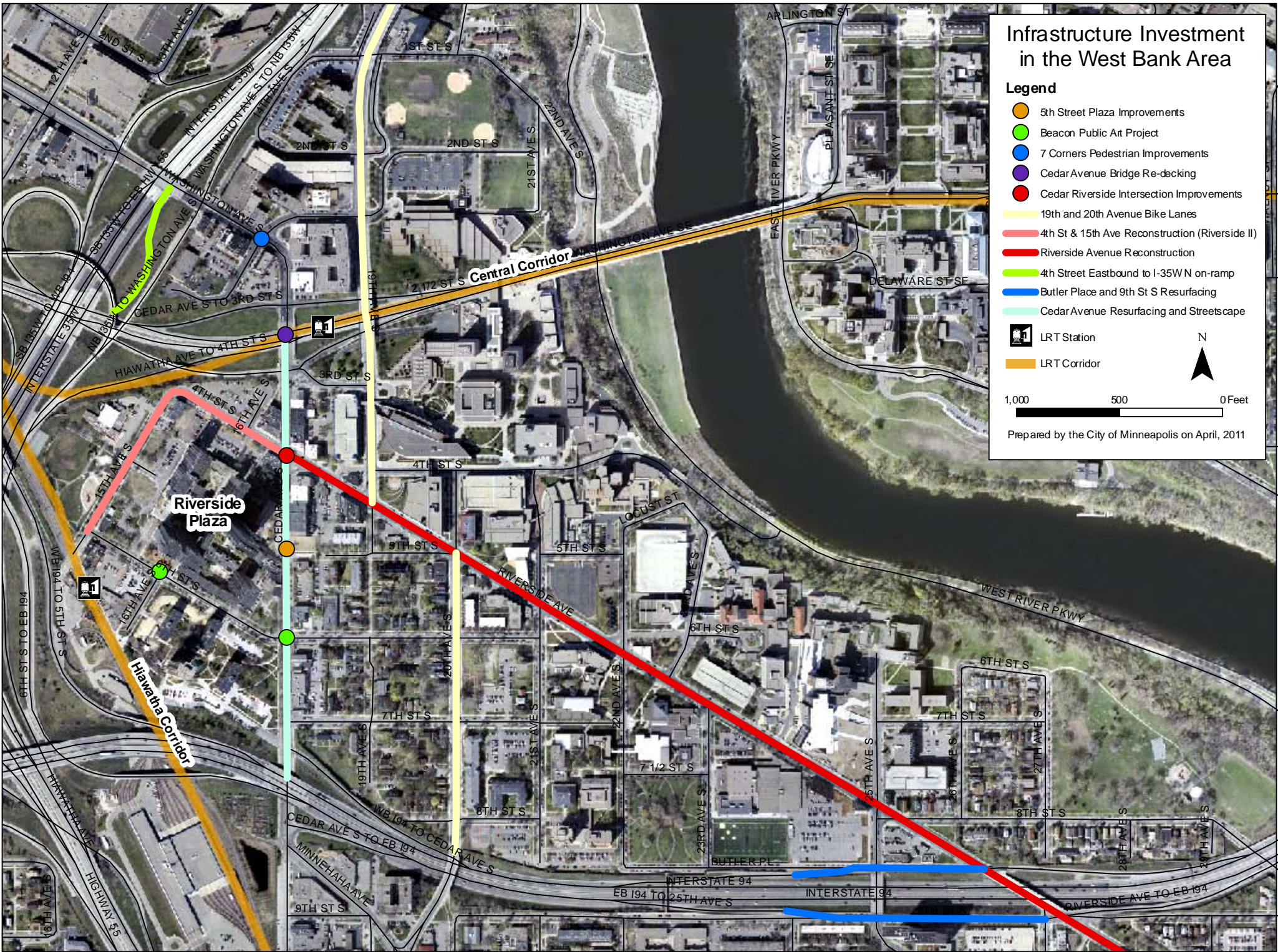
Infrastructure Investment in the West Bank Area

Legend

-  5th Street Plaza Improvements
-  Beacon Public Art Project
-  7 Corners Pedestrian Improvements
-  Cedar Avenue Bridge Re-decking
-  Cedar Riverside Intersection Improvements
-  19th and 20th Avenue Bike Lanes
-  4th St & 15th Ave Reconstruction (Riverside II)
-  Riverside Avenue Reconstruction
-  4th Street Eastbound to I-35W N on-ramp
-  Butler Place and 9th St S Resurfacing
-  Cedar Avenue Resurfacing and Streetscape
-  LRT Station
-  LRT Corridor



Prepared by the City of Minneapolis on April, 2011



West Bank Infrastructure Investment

Project	Construction Year	Lead Agency	Scope	Funded
Riverside Avenue Reconstruction	2011-2012	City of Minneapolis	From Franklin Avenue East to Cedar Avenue, not including those two intersections	Yes
19th Avenue Bike Lanes	2011	City of Minneapolis	All segments in the West Bank	Yes
20th Avenue Bike Lanes	2011	City of Minneapolis	All segments in the West Bank	Yes
Butler Pl and 9th St S Resurfacing	2011	City of Minneapolis	Mill and Overlay of Butler Place and 9th Street S near I-94	Yes
Cedar Avenue Mill and Overlay	2011	Hennepin County	All of Cedar Avenue in the West Bank	Yes
Cedar Avenue Pedestrian Ramps	2011	Hennepin County	All of Cedar Avenue in the West Bank	Yes
Cedar Avenue Bridge Redecking	2011	Hennepin County	Bridge over 3rd/4th Streets - expansion of pedestrian space, new railings	Partially
Interstate 94 Maintenance	2011	MnDOT	Resurface road, repair concrete pavement, work on bridge piers, install noise wall and traffic management device	Yes
Cedar Avenue Streetscape	2012	City of Minneapolis	From 3rd Street to I-94, replacement of sidewalks, tree grates, and lighting - possibly trees as well	Partially
7 Corners Pedestrian Improvements	2012	City of Minneapolis	Intersection of Cedar Avenue and Washington Avenue	Yes
4th Street, 15th Avenue (Riverside Avenue Phase II)	2013	City of Minneapolis	All segments West of Cedar Avenue	No
Central Corridor LRT	2011-2014	CCLRT	Washington, 3rd/4th Streets - removal of Eastbound ramp approaching Cedar Avenue, replace with new two-way street in northwest quadrant	Yes
CCLRT Mitigation/Betterments	2011-2014	CCLRT	Intersection of Cedar Avenue and Riverside Avenue	Yes
4th Street I-35W Onramp	Unknown	MnDOT, Hennepin County, City of Minneapolis	Northbound onramp from 4th Street to I-35W	Partially

Appendix F – Riverside Plaza Tenant Relocation Plan

Rehabilitation & Relocation Plan

**Riverside Plaza
1525 South Fourth Street
Minneapolis, MN 55454**



Cedar-Riverside Limited Partnership

2011-2012 Riverside Plaza Rehabilitation

Temporary Relocation Plan



1	Introduction
2	Temporary Relocation Team
3	Temporary Hiring Plan
4	Communication
5	Temporary Relocation Process
6	Moving
7	Cleaning
8	Hotel Units
9	Potential Issues
10	Conclusion

Temporary Relocation Plan

1) Introduction

a) History

- i) Riverside Plaza was built in 1973 by highly regarded architect, Ralph Rapson
 - (1) It was part of the HUD "New Town In Town" projects
 - (2) The original plan was to build a total of 12,500 units that would span 4 neighborhoods
 - (3) Due to neighborhood opposition and failed financial performance, only the first phase of 1,303 units were built
 - (4) At the time, the first phase was known as "Cedar Square West"
- ii) A moderate rehab was completed in 1989 where several building improvements were made
 - (1) 2 new elevators in the M building
 - (2) New fire sprinkler and alarm system
 - (3) Emergency power generators
 - (4) New AC chiller plant
 - (5) New roofs
 - (6) New summer boiler

b) Overview

- i) Riverside Plaza is one of the largest multi-family housing developments in the U.S.
 - (1) 1,303 apartments total, 669 of which are Project Based Section 8 units; housing approximately 4,500 individuals and families of diverse cultural and economic backgrounds
- ii) Mixed-use development features the following on-site amenities
 - (1) Grocery store
 - (2) Daycare facilities
 - (3) Resident resource center

Temporary Relocation Plan

(4) East African Women's Resource Center

(5) K-8 grade charter school

c) Rehabilitation of Riverside Plaza

i) Riverside Plaza is going to go through a major undertaking; the 55 million dollar rehab of major building components, which will take approximately 2 years

(1) The scope of work revolves around crucial capital improvements and replacement of mechanical and electrical systems. **(see exhibits A and B)**

ii) Why rehab Riverside Plaza and what will be done?

(1) This rehabilitation is necessary as the buildings' infrastructure is deteriorating and failing

(a) The majority of the original HVAC piping throughout the buildings needs to be replaced as they are heavily corroded and prone to major leaks

(2) Tap into energy savings

(a) The boiler upgrades and monitoring systems proposed in the attached rehabilitation scope not only will preserve the housing units, but are anticipated to result in significant energy savings and more efficient operations

(b) Substantially upgrading the mechanical and electrical systems will significantly improve energy efficiency and dramatically reduce usage throughout the property. This includes upgrading the chiller plant, replacing the boiler burner and upgrading water circulation throughout the property.

(c) Riverside Plaza cannot afford to forego this rehabilitation as in the end; the savings in utilities and maintenance costs will be evident

(3) Physical upgrades that residents will immediately notice and benefit from

(a) New laundry machines in each building

(b) Rebuilt windows

(c) New sliding patio doors

(d) Kitchen cabinets and appliances (select units only)

Temporary Relocation Plan

iii) How will this rehab be carried out?

- (1) The current residents will have to be temporarily relocated for 3 to 4 weeks while their units are rehabbed
 - (a) Due to health, safety, and the invasive nature of the work, there is no feasible way that residents may remain in their units while the work is being completed
- (2) The construction will be done vertically by "stacks" due to how the piping runs through the buildings
 - (a) All households in the entire stack must be out of their units in order for the work to begin because all utilities will be shut off for the stack and residents cannot reside in a unit without utilities

iv) Rehab phases

- (1) Phase 1: Building horizontal pipe removal and replacement
 - (a) The first phase of the entire project begins with the removal and replacement of the main pipes that run horizontally throughout the building which connects to the pipes in each unit
 - (i) Completing this will then allow us to have the water and heat shut off in just the units that are being worked on while it remains on for the rest of the units in the building
 - (ii) This process can only be done in the spring when the heat is turned off and the air conditioning remains off
 - (iii) During this phase, the hallway ceilings that contain asbestos are cut open, abated, and removed to access the old pipes
 - (b) The first phase of horizontal pipe removal and replacement was completed for Chase and McKnight in the spring of 2010. The remaining will have the horizontal pipes replaced in the spring of 2011
- (2) Phase 2: Temporary relocation
 - (a) May possibly be considered the most critical part of the project
 - (b) Households must temporarily relocate to our fully furnished hotel units in order for construction to start in their units

Temporary Relocation Plan

(i) It is critical that all residents adhere to our schedule to keep the process going

(ii) Residents should be able to move back into their finished units on the last day of the month

(c) Tax credit certification plays a role in the move-out and move-in process

(i) Not only is it important to stay on schedule for the rehab of the remaining buildings, but it is also vital that they return to their units in the same month due to tax credit certification

(3) Phase 3: Unit rehab and vertical pipe replacement

(a) This portion of the project is when all the work takes place in the units

(i) Several different contractors will be in and out of all units under construction at the same time

1. Expectations and guidelines have been set for all contractors and sub-contractors prior to the start of the rehab

(ii) The units will also have window and patio doors rebuilt and replaced and specific unit finishes completed as needed

(iii) The vertical sewer and supply water lines are replaced in each vertical stack during this phase

(iv) Knutson Construction Services is the main contractor who is managing the project and has the construction schedule for this 2-year project in which they must stay on track. (see exhibit C)

1. Construction schedule is going to be dependent on the subcontractors' pace

a. Will be more clear when subcontractors have been determined

2. Abatement work is scheduled to start at noon of day 1 and done by end of day 4

3. Residents may be moved back into their units prior to it being fully finished

Temporary Relocation Plan

- a. Punch list work and painting may be done with residents back in the unit.
- (4) Repeat the process. It is anticipated that this relocation Phase 2 and unit rehab Phase 3 will be repeated every 30 days over 22 months
- v) Additional details
- (1) An emergency sewer plan cannot be implemented
 - (2) Overtime, weekend, and evening hours
 - (a) This is the contractor's option and is a part of the contingency plan; will be expecting this
 - (3) Web cameras will be temporarily installed in the living room of all units under construction as assurance to residents
 - (a) The bid on this project from Vocal Logic was submitted for budget review

Temporary Relocation Plan

2) Temporary Relocation Team

- a) Temporary relocation coordinating team leadership
 - i) Eduardo Christ- Regional/Property Manager
 - ii) Shiva Anderson- Director of Compliance
 - iii) Han Tran- Administrative Coordinator
 - iv) Ahmed Abdulahi- Administrative Coordinator
 - v) Chris Sherman- Project Manager
 - vi) Anne Stephenson- Assistant General Counsel
 - vii) Richard Kiemen- Senior Vice-President of Construction
 - viii) Keith Heinen- Staffing/Unit Turnover Coordinator
 - ix) Whitney Hunt- Resident Services Office Coordinator
- b) Third-party consultants
 - i) Bassford Remele
 - ii) RPTA
 - iii) Consultants- Agaasin Business Consulting
 - iv) Legal counsel

Temporary Relocation Plan

3) Temporary hiring plan

a) Overview

- i) Moving and cleaning will be contracted out to multiple companies
 - (1) Work load will be split among the contractors, taking into consideration the staff size that each company has to offer
- ii) The contracted companies will be overseen by 2 to 3 in-house team leads who will be directly supervised by the Staffing/Unit Turnover Coordinator
 - (1) In-house temporary positions
 - (a) Elevator operators
 - (i) Work between 6-9 AM and 3-6 PM daily; hours will increase during move-out and move-in days to 7 AM to 9 AM
 - (ii) Control the access of the elevators to enable the transportation of contractors' supplies; and movers and residents during move-out and move-in days
 - (iii) They will be provided with the move-out and move-in schedule for the stacks. Resident Services Office staff members will be in close contact with the elevator operators through radios to dispatch them to the appropriate floor when the scheduled movers and residents are ready
 - (b) Relocation specialists; 2 positions
 - (i) Provide relocation hotline coverage
 - (ii) Take reports on complaints and issues
 - (iii) Resolve issues immediately and dispatch any work appropriately that can be taken care of right away
 - (c) Relocation maintenance/general assistance; 4 positions
 - (i) Deliver moving bins
 - (ii) Assist residents with packing if they are unable to do it themselves due to a disability or being elderly without assistance from family or friends

Temporary Relocation Plan

- (iii) Pick up moving bins from households 3 days after they are back in their finished units and clean the bins for the next delivery

(d) Moving

- (i) Company is TBD; currently meeting with local companies for competitive bids

1. Prepare units by moving furniture out of the way of construction areas in the apartment
2. Move households' belongings to the hotel units and back to their finished units on the scheduled days and time

(ii) Bids received (see exhibit D):

1. Two Men and a Truck
 - a. Total fixed cost: \$492,745
2. Mire Enterprises
 - a. \$400 per unit
3. Premier Moving Services
 - a. \$50 per hour with an estimate of 3,500-4,500 man hours; total: \$175,00-\$225,000

(e) Cleaning

- (i) Company is TBD; met with local companies for competitive bids

1. The contracted companies must be able to meet the set job requirements
2. As soon as a hotel unit is vacated, they will immediately start cleaning and refreshing the unit after EPMS is finished with their treatment
3. A scope of work and cleaning job details were sent to various cleaning companies (see exhibit E); the following companies were contacted and invited to come to Riverside Plaza for a tour and informational meeting on November 18th, 2010 at 10 AM
 - a. MOB Maintenance: Mohamed Osman

Temporary Relocation Plan

- b. Alete Cleaning Services: Richard Coffey
 - c. Professional Building Maintenance: Jaime Garcia
 - d. Tidy Services of MN: Susan
 - e. A-1: Hector Flores
 - f. Mire Enterprises: Abdirizak Mire
4. All companies confirmed that they would be at the tour and informational meeting with the exception of Mire Enterprises
- a. During the day of the tour, 3 cleaning companies that we had not contacted showed up: MN Cleaning Service, Calhoun Cleaning, and the Somali Network Group
 - b. During the tour, we wanted to see if any representatives from the companies would pick up loose trash they might run into while on the tour and what types of questions they had
 - i. Alete and Tidy were companies that we observed pick up a few things they ran into
 - c. All bid proposals were due by the end of business day, November 22nd, 2010
- (ii) Bids received: cost per unit (see exhibit F)
- 1. MOB Maintenance
 - a. Studio: N/A
 - b. 1 BR: \$125
 - c. 2 BR: \$155
 - d. 3 BR: \$175
 - 2. Alete Cleaning Services
 - a. Studio: \$35
 - b. 1 BR: \$45
 - c. 2 BR: \$60

Temporary Relocation Plan

- d. 3 BR: N/A
- 3. Professional Building Maintenance
 - a. Studio/1BR: \$157
 - b. 2 BR: \$199
 - c. 3 BR \$229
- 4. Tidy Service of MN
 - a. Studio/1BR/2BR/3BR: \$130
- b) Hiring temporary positions
 - i) The chosen moving and cleaning contractors were asked to hire from Riverside's zip code and surrounding zip codes
 - (1) Collaborate with WBCC, Emerge, RPTA, MN Catholic Charities, and other organizations that we currently work with
 - (a) A one day job fair will be held onsite at Riverside in the former Children's Home Society space on the plaza level.
 - (b) Will be held during the first week in January 2011
 - (c) Flyers will be posted in all common areas of Riverside and the surrounding businesses in the Cedar-Riverside neighborhood
- c) New temporary hire orientation
 - i) Will be provided by the Regional Manager; in addition human resources and cultural sensitivity training will be provided
 - ii) The physical training will be provided by the Staffing/Unit Turnover Coordinator.
 - (1) November- the orientation will provide the contracted staff with the basic understanding of the rehab project and layout of Riverside and emphasize our expectations and standards to be followed during the entire process
 - (2) Hands on job training will be provided to the cleaners
 - (a) Learn how to set up a hotel unit

Temporary Relocation Plan

- (b) Will be provided with a checklist so that they can get used to what needs to be done and the flow of the job
- iii) Safety training
 - (1) i.e. OSHA, worker's compensation
- iv) Resident relations
 - (1) i.e. customer relations/customer service, sensitivity
- v) Protection of tenant possessions
 - (1) i.e. theft, key control, work in pairs, damages
 - (2) Key Trak- possible implementation of new system of checking out keys
- d) Identification of temporary relocation workers, contractors, and subcontractors
 - i) A badge printer has been purchased to produce ID badges for everyone that will be working on site

Temporary Relocation Plan

4) Communication

- a) All verbal and written communication will be translated in the 5 major languages spoken at Riverside (more focus will be on communicating verbally)
 - i) Somalian
 - ii) Oromo
 - iii) Amharic
 - iv) Vietnamese
 - v) Korean
- b) Residents will receive written notifications with important information that will pertain to their specific apartment
 - i) Pre-inspection letter
 - ii) Moving information letter
 - (1) Verbal follow ups via phone call or visit will be done to ensure household receives and understands the notifications
- c) General announcements will be available in bulletins on Riverside's Channel 19
- d) Videos/DVDs
 - i) Videos will be played during group meetings, relocation orientations, and on continuous rotation on Riverside's Channel 19
 - (1) All videos will include a voice-over translation in the 5 major languages
 - ii) Topics of the 10 videos to be produced by Warehouse Media
 - (1) Explain the need for renovation to the buildings; some of the things residents can expect to see and experience during the project; provide a brief history of the Riverside complex; and illustrate the benefits residents will reap as a result of the renovation; interview current residents and begin following the journey of one family's start of the temporary relocation process

Temporary Relocation Plan

- (2) An overview of what is to be expected within the next 2 months prior to being relocated will be provided. A reenactment will be done to show the steps involved. From receiving notifications, delivery of bins, to the moving day
 - (3) Tour of a hotel unit. Explain what will be provided and recommend items to pack and how to pack
 - (4) An informational piece regarding who to call if they have any questions related to their relocation. Explain the re-entry process
 - (5) Provide safety information to highlight the dangers that will be present with all the contractors on-site and reminders for residents to watch their children
 - (6) Show the progression of construction that is taking place in the units over 3 weeks
 - (7) Show a finished unit and interview residents who are back in their rehabbed apartments
 - (8) Videos 8-10 pending management's ideas
- iii) Social media
- (1) All videos will be available online
 - (a) YouTube, Riverside blog, Facebook
- e) Riverside Relocation Hotline
- i) A dedicated phone line is available for residents to call
 - (1) The line will be answered by a live operator, the relocation specialists and administrative coordinators 24/7
- f) Mass voicemail messaging
- i) Voiceshot.com
 - (1) Utilize a phone call blast system to make mass phone calls that may left as a voicemail if call is not picked up
- g) Radios
- i) Additional radios have been purchased for staff members to use for communication and Riverside will be on its own frequency

Temporary Relocation Plan

5) Temporary relocation process

a) Timeline of events (to be followed in the same sequence for each group of stacks month by month; approximate number of days)

i) 90 days prior to temporary relocation

(1) Send pre-inspection notification letter to households of the upcoming stacks.
(see exhibit G)

(a) October 9, 2010: Stacks 09 and 10 of Chase notified

ii) 86 days prior to temporary relocation

(1) Complete pre-inspection of unit

(a) October 13-14, 2010: pre-inspections of Stacks 09 and 10 of Chase completed

(i) Take an inventory and estimate amount of work would be needed during the temporary relocation. (see exhibit H)

(ii) Verify the accuracy of the pre-inputted data (household size, head of household name, contact) and complete the information needed on the spreadsheet

(iii) If resident is present, notify whether or not they need to completely empty out their kitchen cabinets or fridge if these items will be replaced as identified in the matrix

(iv) Identify any special circumstances that will need to be taken into consideration

iii) 60 days prior to temporary relocation

(1) Held a group meeting for all residents in the upcoming affected building

(a) November 2, 2010: Group meeting held for Chase residents

(i) Meetings included the temporary relocation team members: Regional manager, Unit/Turnover Coordinator, Administrative Coordinators, Consultant, and Director of Compliance

Temporary Relocation Plan

- (ii) The relocation details and expectations were expressed at this meeting. Residents are then given the opportunity to ask questions
 - (iii) The inconvenience and noise disturbances that will result from all of the construction were made clear
 - (iv) Residents were educated to expect important letters to follow with details pertaining to their individual relocation and to start watching Riverside's Channel 19 for updates
 - (v) Bilingual staff members were available for translation
- iv) 45 days prior to temporary relocation
- (1) Hold a relocation orientation for the upcoming stacks
 - (a) December 15, 2010: Relocation orientation is held for stacks 09 and 10 of Chase
 - (i) The orientation will serve as a follow up and as a time to set the tone for what is to come as these households will be relocating in approximately 1 ½ months
 - (ii) Explain the details of the hotel units, what items are recommended to pack, how to pack, and how they will need to move their furniture
- v) 30 days prior to temporary relocation
- (1) Send moving information letter **(see exhibit I)**
 - (a) January 1, 2011- Send moving information letter to stacks 09 and 10 of Chase
 - (i) This mail merged letter outlines the following details
 1. Move date and time
 2. Hotel unit
 3. Name of mover and/or moving company (TBD)
 4. Amount of moving bins to be delivered
 5. Bin delivery date

Temporary Relocation Plan

(ii) There will be verbal follow up to this letter to ensure the household understands the details and importance of the scheduled move-out

vi) 15 days prior to temporary relocation

(1) Deliver moving bins (see exhibit J)

(a) January 17, 2011- Deliver moving bins to stacks 09 and 10 of Chase

(i) How the number of moving bins allotted for each household is determined

1. Based on the guideline below and pre-inspection

Household Size

	1	2	3	4	5	6	7	8
Studio	3	4						
1 BR	4	5						
2 BR	4	5	6	7	7			
3 BR	4	6	6	7	7	8		
4 BR	4	5	6	7	7	8	9	9

2. Additional moving bins will be available if needed. Residents are welcome to use their own methods of storage for the move if they choose.

3. If residents need additional moving bins, they have to call the Renovation hotline to check on the availability.

a. The representative that takes the phone call will record the request and submit it to the Relocation Coordinator who will then dispatch the order to a Relocation maintenance/general assistance team member to deliver.

vii) 7 days prior to temporary relocation

Temporary Relocation Plan

(1) Personal visit by temporary relocation team members to check on status*

(a) January 25, 2011- Stop by apartments of stacks 09 and 10 to check on status

(i) This is the point in which we should have an idea if a household should be ready to move out on time

**Multiple status checks will be conducted between this day and the move-out day in the form of apartment visits and phone calls.*

viii) 0 days prior to temporary relocation

(1) Move-out to temporarily relocate to hotel unit

(a) February 1, 2011- Move-out day for stacks 09 and 10 of Chase

Temporary Relocation Plan

6) Moving

- a) First 2 days of the month are set aside for moving out and the last 2 days of the month are set aside for moving residents back in
- b) Residents will be provided with a list of what will be included in the furnished hotel unit and recommended items to pack
 - i) This information has already been provided 1 month prior to the move-out date in the moving information letter.
- c) Bins will be labeled for the residents
 - i) Label will state: unit # → hotel unit #
 - (1) Administrative Coordinator will create and distribute labels to the movers to distribute and deliver the bins as scheduled.
- d) Cardboard boxes will be available in the "Relocation Center" (location TBD) for residents' use to pack away belongings that will remain in their apartment during the rehab
 - i) The "Relocation Center" will also be the area where additional bins and moving equipment (dollies, hand trucks, and carts) will be stored
- e) Residents will be reminded of their responsibility in packing their personal belongings and valuable items.
- f) A moving route will be followed to ensure the efficiency of the move for our movers and elevator operators
 - i) Movers will bring several loads from a number of households down to the ground floor where they will load their moving trucks and drive to the building where the hotel units is and unload for another set of movers to bring everything to the hotel unit
 - ii) Notifications will be posted in advance in the elevator lobbies for all residents in regards to elevator usage
 - (1) Residents will be notified in advance of the timeframe in which the elevators will have to be used for moving so that they may plan accordingly

Temporary Relocation Plan

- iii) Disabled residents will be identified in the event of an emergency. The Resident Services Office (RSO) will be provided with a list for each building
- iv) A representative from Eagle Elevator will be on-site during the move-out and move-in periods to address any elevator issues that may arise

Temporary Relocation Plan

7) Cleaning

- a) Hotel units will be fully treated for all pests by a professional pest control company (Environmental Pest Management Systems) immediately after a household vacates the unit (see exhibit K)
 - i) The technology used will consist of applying steam at 300 degrees to instantly terminate all pests
 - ii) EPMS estimates it will take 30 minutes to treat one unit and in order for them to get all units treated within 48 hours, they will push to complete more during day 1
- b) Hotel units will then be cleaned once the pest control treatment is completed
 - i) Cleaning includes
 - (1) Kitchen appliances and cabinets
 - (2) All floorings
 - (3) All windows and sliding doors
 - (4) Bathroom(s)
 - ii) All linens provided will be professionally laundered by Twin City Linen
 - (1) All bedding
 - iii) All units will be cleaned by the contractors after the completion of the rehab
 - iv) A pre-inspection will be completed by Riverside staff members to ensure that the units are in immaculate condition prior to the household returning to their unit
- c) Pest control
 - i) EPMS will place monitors (traps) into all units prior to their temporary relocation
 - ii) During each unit's rehab, they will enter to treat walls while they are cut open
 - iii) If there is an emergency infestation that is uncovered at any point, they will immediately respond to the unit
 - iv) Occupied units will be treated early in the month upon the household's return

Temporary Relocation Plan

8) Hotel Units

- a) Residents will be relocated to a hotel unit located within Riverside Plaza
 - i) Hotel units will be in buildings: D, E, F, and M (majority in F)
 - (1) Elderly residents and those with disabilities will be accommodated; they will be placed in a hotel unit without stairs
- b) All hotel units will be fully furnished with the following items (see exhibit L)
 - i) Living Room
 - (1) Sofa, coffee table, floor lamp, rug, and TV (wall mounted)
 - ii) Bathroom
 - (1) Shower curtain, shower liner, bath mat, and trash can
 - iii) Bedroom
 - (1) Queen bed, twin beds, mattress covers, bed linens, floor lamp
 - iv) Kitchen
 - (1) Microwave, trash cans
- c) Cable, internet and telephone will be provided
 - i) Residents will have access to basic cable, wireless internet, and their landline telephone
 - ii) They will have the option to have their landlines forwarded to their hotel unit
 - iii) If they do not have a computer that is equipped with a wireless card, then they may check one out from the "Relocation Center". Availability will be based on supply.
- d) Upon moving into the hotel unit and moving out, the mover will conduct a check-in inventory/inspection with the household (see exhibit M)
 - i) Residents will be responsible for any damages or missing items during their check-out and will be informed of such during the time of check-out

Temporary Relocation Plan

9) Potential issues

- a) Resident is not satisfied with the floor plan or location of assigned hotel unit
 - i) Priority of how hotel units are assigned will be based on the following
 - (1) Whether or not resident is elderly
 - (2) Resident has a disability
 - (3) Household size
 - ii) This will be explained to all residents that bring up this issue
 - (1) Escalations will be forwarded to the Regional/Property Manager
- b) Resident has not appeared to have packed anything during the visit that occurs approximately 7 days prior to the scheduled move-out
 - i) Emphasize the consequences of not being ready on the scheduled move-out date; how it will disrupt and delay the entire construction in all units located in their stack
 - ii) Remind them that they signed a lease addendum and if they do not adhere to the agreement, then we have the right to proceed with a legal eviction action
- c) Household is not ready to move, but are close when the mover comes to their apartment during the scheduled time
 - i) Mover will offer their help to expedite the process; if resident does not want the packing assistance then the mover will proceed to next unit on schedule and will return to this unit afterward
- d) Resident suddenly refuse to move
 - i) Explain to the residents that their unit will be uninhabitable due to the lack of utilities (water, sewer, and heat)
 - ii) If the household remains in the unit, the construction crew will continue with the rehab and will work around the residents
 - iii) During that time, management will immediately proceed with the eviction process based on information provided by legal counsel

Temporary Relocation Plan

- iv) Potentially will have a small (approximately 7 days) window to negotiate with the household
- e) Process to handle complaints and issues
 - i) Residents must contact the relocation hotline to report any issues or complaints. A report will be taken by the relocation specialist taking the call and if any immediate actions can take place then they will dispatch accordingly.
 - ii) All other issues and complaint reports will be forwarded to the administrative coordinators to review and address within the business day or the following business day
 - iii) Any escalations will then go to the assistant manager to resolve within 24 hours and if necessary, the escalation will go to the regional manager who will also have 24 hours to address the manner

Appendix G – Job Statistics

Jobs Counts by Places (Cities, CDPs, etc.) Where Workers are Employed

	2009		2008		2007	
	Count	Share	Count	Share	Count	Share
Minneapolis city, MN	1,042	48.0%	1,211	48.6%	1,172	47.3%
St. Paul city, MN	237	10.9%	274	11.0%	233	9.4%
Bloomington city, MN	120	5.5%	185	7.4%	191	7.7%
St. Louis Park city, MN	40	1.8%	49	2.0%	72	2.9%
Minnetonka city, MN	37	1.7%	40	1.6%	18	0.7%
Burnsville city, MN	34	1.6%	27	1.1%	20	0.8%
Edina city, MN	34	1.6%	53	2.1%	60	2.4%
Plymouth city, MN	34	1.6%	31	1.2%	47	1.9%
Brooklyn Park city, MN	25	1.2%	18	0.7%	16	0.6%
Duluth city, MN	25	1.2%	8	0.3%	20	0.8%
All Other Locations	542	25.0%	594	23.9%	630	25.4%

Jobs Counts by Places (Cities, CDPs, etc.) Where Workers Live

	2009		2008		2007	
	Count	Share	Count	Share	Count	Share
Minneapolis city, MN	2,029	25.3%	2,126	25.3%	2,318	23.9%
St. Paul city, MN	788	9.8%	817	9.7%	850	8.8%
Brooklyn Park city, MN	219	2.7%	188	2.2%	215	2.2%
Bloomington city, MN	182	2.3%	221	2.6%	245	2.5%
Eagan city, MN	181	2.3%	175	2.1%	224	2.3%
Coon Rapids city, MN	169	2.1%	115	1.4%	142	1.5%
Plymouth city, MN	153	1.9%	158	1.9%	209	2.2%
Roseville city, MN	150	1.9%	143	1.7%	150	1.5%
St. Louis Park city, MN	149	1.9%	156	1.9%	166	1.7%
Burnsville city, MN	136	1.7%	150	1.8%	160	1.6%
All Other Locations	3,858	48.1%	4,141	49.4%	5,026	51.8%

Appendix H – Crime Statistics

Table 1

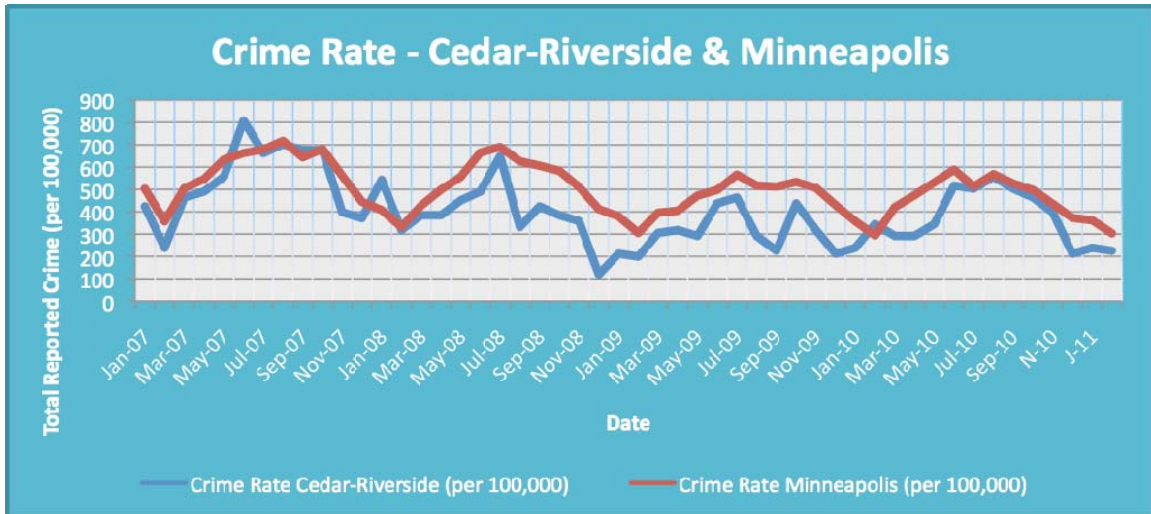
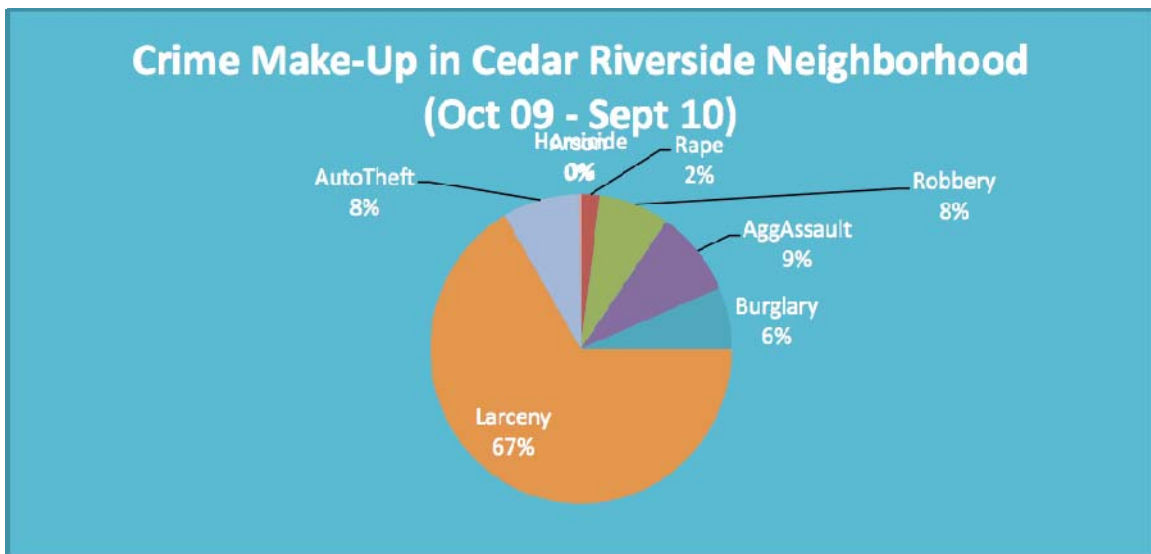


Table 2



Appendix I – MOU Background

COMMUNITY BENEFITS AGREEMENTS

Although the Riverside Plaza MOU is not labeled as a Community Benefits Agreement (CBA), looking at the MOU in the context of CBAs, will help us to understand the potential of these types of agreements.

A Community Benefits Agreement is an agreement between parties that are involved in a development project with an emphasis on how the project can benefit the community where it is located. Agreements between developers and community stakeholders are common for large development projects, particularly when public funding is involved; they are a vehicle by which communities memorialize commitments and understandings between private developers and the stakeholders.

There are many terms used to describe these agreements including **Development Agreements, Community Benefits Agreements, Good Neighbor Agreements or Memoranda of Understanding.**

PURPOSE

CBAs are based on the premise that the particular needs of a community should inform the ways in which development there takes place (Alliance for Metropolitan Stability, p. 2). They are centered on the proposition that the main purpose of economic development is to bring measurable permanent improvements to the lives of affected residents, particularly those in low-income neighborhoods (Gross, p. 5). The CBA “movement has provided a vehicle to build broad coalitions that promote the deeper involvement of new constituencies including communities of color, the organized labor movement, low income urban residents and their institutions and social services providers”(Gross, p. 5). This alludes to the importance of the process of establishing CBA’s, in that building

coalitions of typically disenfranchised populations can assist that population in overall community building and organization.

ORIGIN

The CBA movement began in California and was popularized in the 1990's with a focus on job creation (Gross, p. 5). As the use of CBAs has spread into other regions, they have expanded beyond job creation to encompass issues connected to the Smart Growth movement, which is based on the theory that growth ought to focus on sustaining livable communities, by incorporating a holistic set of principles into the development process. These include environmental issues, family-sustaining jobs, bringing private capital into underinvested communities while avoiding displacement, and providing a range of public services with attention to child care, health care, and parks and open space (Gross, p. 5).

CONTENT

Each CBA is unique, reflecting the needs of particular communities. However, the Center on Policy Initiatives has developed a CBA "menu", which can serve as a starting point for communities interested in engaging in this process (*include reference*). Items to be included typically center around the following themes:

- Quality jobs
- Community services
- Local hiring and job training
- Environmental improvements
- Affordable housing
- Community involvement

STAKEHOLDERS

There are many stakeholders involved in a community development project, and before developing any agreement, the representative stakeholders who will sign the agreement must be identified. Not all stake holders need to sign the

agreement; however determining the signing parties is a critical strategic decision. For example, having a CBA without the community as a signer arguably defeats the purpose, and if a community is not a signer, all parties must understand and agree on how the community is being represented. Variations include:

- City – Developer
- Developer – Community
- City – Developer – Community

The community can be a single official community group or a consortium of community groups. Similarly, a government entity can be either a city or county or specific divisions within either.

MONITORING/ENFORCEMENT

When drafting the agreement, the following issues need to be addressed:

- What is the time frame for fulfillment?
- Who will monitor the agreement?
- How and when will information on performance be available?
- What will happen if it is not fulfilled ?
- Is the issue clear enough that it can be measured?

In certain instances, CBAs are legally binding, and some sources by definition state that CBAs are legally binding agreements. However this is not always the case and it could be argued that legal agreements are not always strategically desirable. If the agreement is legally binding, the community must have the capacity to challenge the lack of its fulfillment in court, and most communities do not have this capacity. In addition, some places may not have legislation that allows public entities to enter into legally binding agreements.

Sources

The Alliance for Metropolitan Stability, "Community Benefits Agreements, Growing A Movement in Minnesota." (1/28/08).

Gross, Julian. "Community Benefits Agreements - Making Development Projects Accountable." Good Jobs First and The California Partnership For Working Families, 2005.

Appendix J - Meeting Notes from 5/18/11

Attendees: Laney Barhaugh, Justin Elston, Vicki Hooper, Merrie Benasutti, Greg Lindsey, Dahir Jibreel, Chris Sherman, Robin Garwood, Matt Goldstein

Discussion Summary:

- Conversation centered around effective communication to CR neighborhood
 - Communication methods that may work in other situations may run into obstacles in CR cultural context.
 - Oral communication preferred over electronic.
 - CS noted that his data showed a decrease in number of renovation-related complaints; confirmed by DJ.
 - RG noted that a Follow-up survey would be important for this particular make-up of residents; group feedback indicated that an oral survey would be preferred by residents.
 - Opportunity to share successes with process revisions undertaken, as well as the data behind the results
 - MG suggest possible data source of City 311/911 data.
 - Identify good messengers/engaging informal community leaders as well.

Appendix K – RPR Project Data Worksheet

RIVERSIDE PLAZA RENOVATION PROJECT DATA WORKSHEET

CPED MULTIFAMILY HOUSING DEPARTMENT Affordable Housing Inventory Project Data Worksheet

Page 1 of 3
4/15/2011 2:02:40 PM



Project Status	
Proposed:	3/25/2010
Approved:	<input checked="" type="checkbox"/>
Closed:	1/5/2011
Complete:	

Impactation	
<input type="radio"/> Non-Impacted	
<input checked="" type="radio"/> Impacted	

Occupancy	
<input checked="" type="radio"/> Rental	
<input type="radio"/> Ownership	

Project Activity	
<input type="checkbox"/> New Construction	
<input checked="" type="checkbox"/> Rehabilitation	
<input checked="" type="checkbox"/> Stabilization	
<input type="checkbox"/> Preservation	
Year Built:	1973

Development	
<input checked="" type="radio"/> Apartment/Condo	
<input type="radio"/> Townhome	
<input type="radio"/> Coop	
<input type="radio"/> Shelter	
<input type="radio"/> Transitional	
<input type="radio"/> Scattered Site/Other	

Household	
<input checked="" type="checkbox"/> General	
<input type="checkbox"/> Family w/Children	
<input type="checkbox"/> Senior	
<input type="checkbox"/> Single	
<input type="checkbox"/> Special Needs	
<input type="checkbox"/> Homeless	

Project Name:	Riverside Plaza
Main Address:	1525 South 4th St
Project Aliases:	Cedar Square West
Additional Addresses:	1511, 1601, 1615 4th St S; 1530, 1600 6th St S
Ward:	2
Neighborhood:	Cedar-Riverside

Housing Production and Affordability							
UNIT COMPOSITION	UNIT	QTY	UNIT AFFORDABILITY				
			<30%	<50%	<60%	<80%	MKT
0BR	0BR	171	0	87	84	0	0
1BR	1BR	532	0	264	247	0	21
2BR	2BR	534	0	318	153	0	63
3BR	3BR	58	0	0	21	0	37
4+BR	4+BR	8	0	0	0	0	8
TOT	TOT	1303	0	669	505	0	129
Shelter Units:		0	+ Conversion Units:		0		
Section 8:		669					

GENERAL INFORMATION

Riverside Plaza is a 1,303 unit mixed use project which houses approximately 4,440 individuals of diverse cultural backgrounds. The eleven building Riverside Plaza campus was designed by architect Ralph Rapson and completed in 1973 as part of HUD's "New Town in Town" initiative. This is the largest affordable housing complex in Minnesota. There are also on site services managed by a non-profit tenant resource association including early child care, a K-8 charter school, computer education lab and adult literacy facilities. The last major rehab of the property occurred in 1988 and 1989 and focused on life/safety enhancements such as a 30-story exterior elevator tower, fire sprinkler improvements, structural repairs, and limited improvements to units and common areas. The major central systems to these buildings are beyond their design lifespan and are failing, especially the water and sewer piping systems, boilers and cooling systems. A comprehensive rehab of this campus is necessary to keep the buildings habitable and functioning properly.

This project is anticipated to qualify for 19 separate rebates from utility providers due to energy efficiency enhancements to the heating, cooling, and air circulating systems, window replacements, new plumbing insulation, installation of low flow plumbing fixtures and aerators, and related improvements. This comprehensive effort contributed to the project's compliance with the Minnesota Overlay to the green Communities Standards for energy efficiency, green and sustainable project components.

The TDC per square foot of residential space is \$92.79.

Partnership: Cedar Riverside LP

Developer Contact: George Sherman Sherman Associates, Inc. 233 Park Ave Suite 201 Minneapolis, MN 55415- Phone: (612) 332-3000 ext x-125 Fax: (612) 332-8119 gsherman@sherman-associates.com
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Owner Contact: George Sherman Sherman Associates, Inc. 233 Park Ave Suite 201 Minneapolis, MN 55415- Phone: (612) 332-3000 ext- x-125 Fax: (612) 332-8119 gsherman@sherman-associates.com

Contact Information: Consultant: Angela Christy Faegre & Benson LLP 2200 Wells Fargo Center, 32nd Fl 90 S 9th St Minneapolis, MN 55402-3901 Phone: (612) 766-6833 ext- Fax: (612) 766-1600 achristy@faegre.com
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Contractor: Todd Schilling Knutson Construction 5500 Wayzata Blvd Suite 300 Golden Valley, MN 55416- Phone: (763) 546-1400 ext- Fax: (763) 546-2226
--

Architect: Andy Swartz Blumentals Architecture Inc. 201 6th St SE Suite 2 Minneapolis, MN 55414- Phone: (612) 331-2222 ext- Fax: (612) 331-2224 andrews@blumentals.com
--

Property Manager: Sherman Associates, Inc. Phone: (612) 332-3000 ext- Fax: (612) 332-8119
Support Services: Riverside Plaza Tenant Assoc. Phone: (612) 338-4192 ext- Fax:

CPED Coordinator: Matt Goldstein CPED 105 5th Ave S Suite 200 Minneapolis, MN 55401- Phone: (612) 673-5075 ext- Fax: (612) 673-5259 matt.goldstein@ci.minneapolis.mn.us

CPED Legal: Nikki Newman Phone: (612) 673-5273 ext- Fax: (612) 673-5112
CPED Support Coordinator Connie Green Phone: (612) 673-5234 ext- Fax: (612) 673-5259

CPED Rehab: Duane Nygren Phone: (612) 673-5249 ext- Fax: (612) 673-5207
MPLS Affirmative Action Melanie Bornett Phone: (612) 673-3511 ext- Fax: (612) 673-2599

CPED MULTIFAMILY HOUSING DEPARTMENT
Affordable Housing Inventory Project Data Worksheet



Project Status	
Proposed:	3/25/2010
Approved:	<input checked="" type="checkbox"/>
Closed:	1/5/2011
Complete:	

Impactation	
<input type="radio"/> Non-Impacted	
<input checked="" type="radio"/> Impacted	

Occupancy	
<input checked="" type="radio"/> Rental	
<input type="radio"/> Ownership	

Project Name:	Riverside Plaza
Main Address:	1525 South 4th St
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Ward:	2
Neighborhood:	Cedar-Riverside

Project Activity	
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<input checked="" type="checkbox"/> Rehabilitation	
<input checked="" type="checkbox"/> Stabilization	
<input type="checkbox"/> Preservation	
Year Built:	1973

Development	
<input checked="" type="radio"/> Apartment/Condo	
<input type="radio"/> Townhome	
<input type="radio"/> Coop	
<input type="radio"/> Shelter	
<input type="radio"/> Transitional	
<input type="radio"/> Scattered Site/Other	

Household	
<input checked="" type="checkbox"/> General	
<input type="checkbox"/> Family w/Children	
<input type="checkbox"/> Senior	
<input type="checkbox"/> Single	
<input type="checkbox"/> Special Needs	
<input type="checkbox"/> Homeless	

Housing Production and Affordability							
UNIT COMPOSITION	UNIT	QTY	UNIT AFFORDABILITY				
			<30%	<50%	<60%	<80%	MKT
0BR	0BR	171	0	87	84	0	0
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4+BR	4+BR	8	0	0	0	0	8
TOT	TOT	1303	0	669	505	0	129

Shelter Units: 0 + Conversion Units: 0
 Section 8: 669

USES AND PERMANENT SOURCES

Project Uses:	
Land:	\$41,300,000.00
Construction:	\$59,786,058.00
Construction Contingency:	\$5,244,856.00
Construction Interest:	\$4,320,000.00
Relocation:	\$2,250,000.00
Developer Fee:	\$8,000,000.00
Legal Fees:	\$350,000.00
Architect Fees:	\$1,070,000.00
Other Costs:	\$2,568,295.00
Reserves:	\$5,139,000.00
Non-Housing:	\$2,690,200.00
TDC:	\$132,718,409.00
TDC/Unit:	\$101,856.00

Financing Notes:
 Finance closing occurred 1/6/2011.
 Construction commencement 1/10/2011 with an anticipated completion date of 12/2012.

Project Permanent Sources:				
Source / Program	Amount	%	Term	Committed
	\$2,400,000.00	0.00%	42 yrs	12/1/2010
<i>Gap (Brownfields / GP Loan)</i>				
Met Council LHIA	\$575,000.00	0.00%	5/1/2053 Deferred	2/24/2010 HD00001060
Energy Rebates	\$500,000.00			12/1/2010
Historic Tax Credits	\$29,072,038.00			8/23/2010
CPED AHTF (2010) (CDBG)	\$1,900,000.00	0.00%	5/1/2053 Deferred	11/5/2010 HD00001059
MHFA PARIF (2010)	\$3,516,350.00	0.00%	42 yrs	10/26/2010
MHFA PARIF (2009)	\$3,500,000.00	0.00%	42 yrs	1/28/2010
Sherman Associates Deferred Dev Fee	\$3,000,000.00			6/1/2010
Syndication Proceeds	\$28,205,379.00			8/23/2010
Hennepin County ERF	\$150,000.00			1/25/2011
FHF FHF	\$200,000.00			10/26/2010
MHFA EDHC MF	\$3,783,650.00	0.00%	42 yrs	10/26/2010
MHFA EDHC (2009)	\$1,300,000.00	0.00%	42 yrs	1/28/2010
Seller Note	\$2,000,000.00			12/1/2010
Cash Flow	\$1,865,992.00			12/1/2010

CPED MULTIFAMILY HOUSING DEPARTMENT
Affordable Housing Inventory Project Data Worksheet



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TOT	TOT	1303	0	669	505	0	129

Shelter Units: 0 + Conversion Units: 0
 Section 8: 669

Met Council TBRA	\$800,000.00			1/25/2011
City of Minneapolis HRB	\$49,950,000.00	6.00%	42 yrs	6/1/2010
		Fully Amortized		
TDC:	\$132,718,409.00			