

LAND USE APPLICATION SUMMARY

Property Location: 89-91 South 10th Street and 1004 and 1016 Marquette Avenue
Project Name: Handicraft Building City Apartments
Prepared By: Hilary Dvorak, Principal Planner, (612) 673-2639
Applicant: Village Green
Project Contact: Gretchen Camp with BKV Group
Request: To construct a 20-story, 293-unit residential building with ground floor commercial space.

Required Applications:

Variance	To reduce the width of the drive aisle from 22 feet to 0 feet.
Variance	To reduce the south interior side yard setback from 15 feet to one foot for residential windows facing the property line.
Site Plan Review	For a 20-story, 293-unit residential building with ground floor commercial space.
Vacation	Of air rights over a portion of the public alley.

SITE DATA

Existing Zoning	B4-1 Downtown Business District DP Downtown Parking Overlay District
Lot Area	27,065 square feet / .62 acres
Ward(s)	7
Neighborhood(s)	Downtown West
Designated Future Land Use	Commercial
Land Use Features	Commercial Corridor (Nicollet Avenue one block west) Growth Center (Downtown)
Small Area Plan(s)	Not applicable

Date Application Deemed Complete	June 10, 2015	Date Extension Letter Sent	July 20, 2015
End of 60-Day Decision Period	August 9, 2015	End of 120-Day Decision Period	October 8, 2015

BACKGROUND

SITE DESCRIPTION AND PRESENT USE. The property is located in downtown Minneapolis. The site is located on the southeast corner of South 10th Street and Marquette Avenue. There are three buildings on the development site; one of them will remain while two will be demolished. The buildings that will be demolished are located at 1004 Marquette Avenue and 1016 Marquette Avenue. The Handicraft Guild building, located at 89-91 South 10th Street, will remain on the site. The Handicraft Guild building is a locally designated historic landmark.

The Handicraft Guild Building was designated in 1998 for its association with cultural history and architecture. The building remains as unique and tangible evidence of the ideals of the founders and students of the Arts and Crafts movement in Minneapolis. In the early 1900's, in reaction to the increased industrialization of goods, the Arts and Crafts movement promoted the integrity of materials and the special quality of handmade goods. The building housed the Handicraft Guild, one of the nation's leading arts organizations. Its central location provided a forum for a community of artists to gather to discuss ideas and share their work. The Guild focused on three broad areas of concern: the need for art education, the exhibition and sale of work, and, of course, protesting industrialization. The building, designed by architect William Channing Whitney, retains its Georgian Revival exterior and reflects the ideals of the Arts and Crafts movement with beamed ceilings, dark rafters, and wainscoting details on the interior. The interior of the building is not designated. The Handicraft Guild Building will be rehabilitated as part of this development.

SURROUNDING PROPERTIES AND NEIGHBORHOOD. The site is surrounded by office and commercial buildings, hotels, residential developments of varying densities and structured and surface parking lots. The site is located in the Downtown West neighborhood.

PROJECT DESCRIPTION. The Handicraft Guild Building will be rehabilitated and repurposed as part of this development. The main entrance to the residential building will be accessed from the Handicraft Guild Building. Also within this building there will be residential amenities such as leasing functions, concierge services and fitness spaces. The renovated building will also house restaurant space on the ground floor and office space on the second and third floors.

On the remainder of the site the applicant is proposing to construct a 20-story, 293-unit residential building. The two buildings will be connected to one another by a three-story glass link. On the ground floor of the new building there will be a small retail space facing South 10th Street and five walk-up residential units along Marquette Avenue. On the south end of the building there will be a maintenance room and a trash room. Located internally to the building there will also be 11 parking spaces. No other parking spaces will be provided as part of this development. On the roof of the new building there will be additional residential amenity space including a club room and an outdoor spa.

As mentioned above, the two buildings will be connected via a three-story glass link. Because there will be two buildings on one zoning lot a historic variance was applied for. The historic variance was approved by the Heritage Preservation Commission in June of this year. The area between the two buildings will be used for outdoor amenity space including a firepit, a water feature and landscaping.

There is a public alley located on the block. It runs from Marquette Avenue westwards. The alley dead ends in the middle of the block. The applicant is proposing to build over the public alley, which will require that the air rights above the alley be vacated. There are two other property owners on the block that utilize the alley; WCCO and Target. Both of these entities have provided a letter for support

for the air rights vacation. There will be two off-street loading spaces provided on site. The loading spaces will be located off of the alley on the south side of the property.

RELATED APPROVALS.

Planning Case #	Application	Description	Action
BZZ-28630	Certificate of Appropriateness	To allow rehabilitation of the Handicraft Guild Building.	Approved, June 9, 2015
	Historic Variance	Top allow two buildings on one zoning lot.	

PUBLIC COMMENTS. Public comment letters, including a letter of support from the Downtown Minneapolis Neighborhood Association, are included with the report. Any additional correspondence received prior to the public meeting will be forwarded on to the Planning Commission for consideration.

ANALYSIS

VARIANCE

The Department of Community Planning and Economic Development has analyzed the application for a variance to reduce the width of the drive aisle from 22 feet to 0 feet based on the following findings:

- 1. Practical difficulties exist in complying with the ordinance because of circumstances unique to the property. The unique circumstances were not created by persons presently having an interest in the property and are not based on economic considerations alone.*

Parking spaces and loading spaces are required to open directly to a drive aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such spaces. Two way drive aisles are required to be 22 feet in width. There are three parking spaces and two small loading spaces located on the south side of the alley that do not have access to an on-site drive aisle. Instead, the applicant is proposing to vary the drive aisle width to zero and utilize the 16-foot wide alley for maneuvering.

Practical difficulties exist in complying with the ordinance because of circumstances unique to the property. There is a public alley located on the block. It runs from Marquette Avenue westwards and dead ends in the middle of the block. There are two other property owners on the block that utilize the alley; WCCO and Target. Given this, the alley cannot be vacated without proper easements in place. Instead of vacating the entire alley and securing these easements, the applicant is proposing to build over the public alley and vacate the air rights for that portion underneath the building. Since the alley needs to remain the applicant is proposing to utilize it for maneuvering in lieu of an on-site drive aisle.

- 2. The property owner or authorized applicant proposes to use the property in a reasonable manner that will be in keeping with the spirit and intent of the ordinance and the comprehensive plan.*

The applicant is proposing to use the property in a reasonable manner that will be in keeping with the spirit and intent of the ordinance and the comprehensive plan. Parking and loading regulations are established to recognize the parking and loading needs of uses and structures, to enhance the compatibility between parking and loading areas and their surroundings, and to regulate the number,

design, maintenance, use and location of off-street parking and loading spaces and the driveways and aisles that provide access and maneuvering space.

The applicant has provided turning movements that demonstrate that the 16-foot wide alley will provide sufficient space for vehicles to maneuver into and out of the three parking spaces and two small loading spaces located on the south side of the alley. According to the turning movements, the two loading spaces will utilize that portion of the alley adjacent to the designated Handicraft Guild Building for maneuvering. In order to protect the building from being damaged by maneuvering vehicles, CPED is recommending that a series of bollards be installed along the south and southeast side of the Handicraft Guild Building.

3. *The proposed variance will not alter the essential character of the locality or be injurious to the use or enjoyment of other property in the vicinity. If granted, the proposed variance will not be detrimental to the health, safety, or welfare of the general public or of those utilizing the property or nearby properties.*

Granting of this variance will not alter the essential character of the locality or be injurious to the use or enjoyment of other property in the vicinity. In addition, granting of the variance will not be detrimental to the health, safety, or welfare of the general public or of those utilizing the property or nearby properties.

The alley dead ends in the middle of the block and there are only two other property owners that utilize the alley; WCCO and Target. Given the minimal usage of the alley by the general public, utilizing it for maneuvering into and out of three parking spaces and two loading spaces should not create a conflict.

VARIANCE

The Department of Community Planning and Economic Development has analyzed the application for a variance to reduce the south interior side yard setback from 15 feet to one foot for residential windows facing the property line based on the following findings:

1. *Practical difficulties exist in complying with the ordinance because of circumstances unique to the property. The unique circumstances were not created by persons presently having an interest in the property and are not based on economic considerations alone.*

In the B4-1 zoning district setback requirements do not typically apply. But when the use is either residential or a hotel and there are windows facing an interior side or rear property line a setback of five feet plus two feet for every story above the first floor is required. However, the resulting setback shall not be greater than 15 feet. A 20-story building results in a setback requirement of 15 feet. The applicant is seeking a variance to reduce the south interior side yard setback from the required 15 feet to one foot.

Practical difficulties exist in complying with the ordinance because of circumstances unique to the property. The applicant has indicated that the footprint of the Handicraft Guild Building is approximately one-third the size of the overall site. In order to construct a reasonably sized building, while providing a setback from the Handicraft Guild Building, the south building wall has been designed to be one-foot from the south interior side property line.

2. *The property owner or authorized applicant proposes to use the property in a reasonable manner that will be in keeping with the spirit and intent of the ordinance and the comprehensive plan.*

The applicant is proposing to use the property in a reasonable manner that will be in keeping with the spirit and intent of the ordinance and the comprehensive plan. The intent of yard controls are established to provide for the orderly development and use of land and to minimize conflicts among

land uses by regulating the dimension and use of yards in order to provide adequate light, air, open space and separation of uses.

The building has a setback requirement because there are residential units with windows facing the south interior side property line. If the windows were eliminated the building could be built up to the property line. However, if the windows were eliminated the entire southern wall of the proposed 20-story building would be blank. Those portions of the south building wall that contain windows are located approximately six feet from the south interior side property line.

3. *The proposed variance will not alter the essential character of the locality or be injurious to the use or enjoyment of other property in the vicinity. If granted, the proposed variance will not be detrimental to the health, safety, or welfare of the general public or of those utilizing the property or nearby properties.*

Granting of this variance will not alter the essential character of the locality or be injurious to the use or enjoyment of other property in the vicinity. In addition, granting of the variance will not be detrimental to the health, safety, or welfare of the general public or of those utilizing the property or nearby properties. WCCO owns the property located immediately to the south of the site. The proposed building will be located easterly of the existing WCCO building. The proposed building will be located adjacent to the driveway that leads to the WCCO underground parking garage. A retaining wall runs parallel with the south property line; however, it is located approximately five feet south of it. The wall is approximately three feet in height. South of the driveway is the WCCO outdoor plaza.

SITE PLAN REVIEW

The Department of Community Planning and Economic Development has analyzed the application based on the required [findings](#) and [applicable standards](#) in the site plan review chapter:

I. Conformance to all applicable standards of Chapter 530, Site Plan Review.

Building Placement and Design – Requires alternative compliance

- The proposed building will reinforce the street wall, maximize natural surveillance and visibility and facilitate pedestrian access and circulation. The building will be located close to the front and corner side property lines, there will be an entrance at street level that can be accessed by residents, guests and employees and there will be large windows and balconies on all sides of the building that maximize the opportunities for people to observe adjacent spaces and the public sidewalk.
- The front yard setback requirement along South 10th Street and the corner side yard setback requirement along Marquette Avenue are zero feet. The building will be built up to the front property line except where the main entryway is set back two feet to allow for the doors to open without crossing the property line. The building will be set back three feet from the corner side property line to allow for private patio areas for those individual dwelling units and landscaping.
- Located between the building and the front and corner side property lines there will be landscaping and private patio areas for those dwelling units located along Marquette Avenue.
- The main entrance to the building will be located on South 10th Street.
- There will be a total of 11 parking spaces provided in the building. All of the parking spaces will be completely enclosed.
- The building wall along Marquette Avenue is approximately 224 feet in length and 185 feet tall. To help minimize the overall size of the building it has been designed with a base, middle and top, the middle portion of the building has influences of Mondrian proportions and organizational order and projecting bay windows and balconies staggered at different intervals.

- There are areas of the building on the east, south and west sides that are over 25 feet in length and void of windows, entries, recesses or projections, or other architectural elements. Alternative compliance is required.
- The primary exterior materials of the building include brick and EIFS. Brick will be used to clad a portion of the base of the building and the remainder of the building will be clad in an EIFS panelized system. For over a decade, CPED and the City Planning Commission have not allowed EIFS as an exterior building material due to a concern about the material's durability. The applicant provided a list of four buildings in Minnesota that have used the proposed EIFS panelized system. They include the H3 Plaza building in Rochester, Homewood Suites in Rochester, Residence Inn in Rochester and the Hilton Garden Inn in Mankato. Of the four buildings, one was constructed in 2004, one was constructed in 2007 and two were constructed in 2014. The buildings range in height between six and eight stories. In 2012, CPED, in conjunction with the City Planning Commission, developed *A Guide to Exterior Building Walls and Materials*. The guide lists authorized building materials. The list is based on durability and compatibility in an urban context. EIFS is not one of the authorized materials on the list. EIFS has a demonstrated history of problems, including but not limited to moisture intrusion, particularly where the material is connected to other building components. The material does not have a proven track record for buildings of this scale in this particular climate. The proposed development will be 20-stories or 185 feet in height. CPED has concerns allowing the use of a material that is not believed to be durable on a building of this size. CPED is recommending that there be no EIFS used as an exterior building material.
- The side and rear walls of the building are similar to and compatible with the front of the building. However, the base of the building facing the interior courtyard is proposed to be EIFS while the remaining base of the building is brick. To unify the base of the building, CPED is recommending that all four sides of the base of the building be brick. The existing Handicraft Guild Building is made out of brick.
- Plain face concrete block is not being proposed as an exterior building material.
- The windows in the building are vertical in nature and are spaced across the building walls. The minimum window percentage is not being met on the commercial portion of the development facing Marquette Avenue. See **Table I**. Alternative compliance is needed.
- The entire ground floor of the building facing South 10th Street and approximately 78 percent of the building facing Marquette Avenue contain active functions.
- The principal roof line of the building will be flat. The majority of the buildings in the area have flat roofs. It should be noted that the front portion of the Handicraft Guild Building has a flat roof but the back portion of the Handicraft Guild Building has a pitched roof.

Table I. Percentage of Windows Required for Elevations Facing a Public Street, Sidewalk, Pathway, or On-Site Parking

	Code Requirement		Proposed	
Residential Uses				
2nd Floor and Above facing South 10 th Street	10% minimum	57 sq. ft.	36%	208 sq. ft.
Top floor facing South 10 th Street	10% minimum	54 sq. ft.	31%	270 sq. ft.
1st Floor facing Marquette Avenue	20% minimum	345 sq. ft.	20%	343 sq. ft.
2nd Floor and Above facing Marquette Avenue	10% minimum	202 sq. ft.	29%	576 sq. ft.
Top floor facing Marquette Avenue	10% minimum	87 sq. ft.	81%	432 sq. ft.
Nonresidential Uses				
1st Floor facing South 10 th Street	30% minimum	151 sq. ft.	50%	252 sq. ft.
1st Floor facing Marquette Avenue	30% minimum	40 sq. ft.	25%	33 sq. ft.

Access and Circulation – Meets requirements

- The entrances to the building are directly connected to the public sidewalks.
- There is no transit shelter proposed as part of this development. However, there is an existing bus shelter on Marquette Avenue that is part of the Marq2 transit corridor that was constructed in 2009. The transit corridor extends from Washington Avenue South to South 12th Street. The bus shelter will remain after construction is complete.
- There will be a total of 11 parking spaces provided in the building. The parking spaces will be located on the first floor of the building. There will be eight parking spaces located in the portion of the building on the north side of the alley and an additional three parking spaces will be located in the portion of the building on the south side of the alley. Access to the parking spaces will be from the public alley.
- There is no maximum impervious surface requirement in the C3A zoning district. According to the materials submitted by the applicant 98 percent of the site will be impervious.

Landscaping and Screening – Not applicable

- This site is exempt from the general landscaping and screening requirements of Chapter 530, Site Plan Review as the site is located in the B4-1 zoning district and the building is larger than 50,000 square feet.
- The applicant is providing a total of five canopy trees, three ornamental trees, 79 shrubs and a variety of perennials, grasses and vines on the site. In addition, the applicant is proposing to plant trees and perennials in the right-of-way along South 10th Street.

Table 2. Landscaping and Screening Requirements

	Code Requirement	Proposed
Lot Area	--	27,065 sq. ft.
Building footprint	--	20,892 sq. ft.
Remaining Lot Area	--	6,173 sq. ft.
Landscaping Required	0 sq. ft.	455 sq. ft.
Canopy Trees (1: 500 sq. ft.)	0 trees	5 trees
Shrubs (1: 100 sq. ft.)	0 shrubs	79 shrubs

Additional Standards – Meets requirements

- There will be a total of 11 parking spaces provided in the building. All of the parking spaces will be completely enclosed. The two loading spaces located off of the alley are not defined with six-inch by six-inch curbing. Instead, the spaces have been designed with wheel stops.
- The proposed building should not block views of parks and greenways, significant buildings or water bodies. Given the context of the area, the proposed building will add to the skyline for properties further away from the development site. It should be noted that the intent of the standard is to preserve public view corridors, not to preserve individual views from private developments.
- This proposed building will shadow adjacent properties given its overall height and length. However, the shadowing impacts should not be significant given that it is in a downtown context.
- The proposed building has been designed with canopies over the ground floor entrances and projecting bay windows and balconies staggered at different intervals on all four sides of the building which should help minimize wind effects on the surrounding area.
- The site plan complies with crime prevention design elements as the entrances are located at the public sidewalks, there will be large windows and balconies on all sides of the building that maximize the opportunities for people to observe adjacent spaces and the public sidewalks and there will be lights located near all of the building entrances and in the courtyard.
- The Handicraft Guild Building is a locally designed historic landmark. The Handicraft Guild Building will be rehabilitated as part of the development.

2. Conformance with all applicable regulations of the zoning ordinance.

The proposed use is *permitted* in the B4-1 Downtown Business District.

Off-street Parking and Loading – Meets requirements

- The general retail sales and services uses and the restaurant use requires that there be at least six bicycle parking spaces provided on the site. There are four existing bicycle parking spaces provided along Marquette Avenue. The applicant has indicated that they will provide four more along South 10th Street but they are not shown on the plans. CEPD is recommending that there be at least four additional bicycle parking spaces provided along South 10th Street.
- The office portion of the development requires that there be at least two long-term bicycle parking spaces provided on the site. The applicant is not proposing to provide any long-term bicycle parking spaces in the building for the office uses. CEPD is recommending that there be at least two bicycle parking spaces provided in the building for the office uses.

Table 3. Vehicle Parking Requirements Per Use (Chapter 54I)

	Minimum Vehicle Parking	Applicable Reductions	Total Minimum Requirement	Maximum Parking Allowed	Proposed
General retail sales and services	0	--	0	3	11
Restaurant, sit down	0	--	0	26	
Offices	0	--	0	4	
Residential dwellings	0	--	0	440	0
Total	0	--	0	473	11

Table 4. Bicycle Parking and Loading Requirements (Chapter 54I)

	Minimum Bicycle Parking	Minimum Short-Term	Minimum Long-Term	Proposed	Loading Requirement	Proposed
General retail sales and services	3	Not less than 50% 2	--	8 short term	0	2 small
Restaurant, sit down	3	Not less than 50% 2	--		0	
Offices	3	--	Not less than 50% 2	0	0	
Residential dwellings	147	--	Not less than 90% 132	215 Long-term	2 small or 1 large	
Total	156	4	134	215	2 small or 1 large	2 small

Building Bulk and Height – Meets requirements

- The maximum FAR allowed in the B4-I zoning district is 8.0. The proposed FAR of the building is 9.7. To increase the FAR of the building the applicant has applied for a FAR premium as authorized in Chapter 549 of the zoning code. The FAR premium that they are pursuing is the Historic Preservation premium which allows an additional FAR of 3.0 in the B4-I zoning district. To qualify, the project must meet the following standards:
 - I. The structure shall be a locally designated historic structure or shall be determined to be eligible to be locally designated as a historic structure, as provided in Chapter 34 of the Minneapolis Code of Ordinances, Heritage Preservation Commission.

2. The historic structure, if undesignated, shall be subject to the same restrictions that are applicable to locally designated historic structures and the recommendations contained in The Secretary of the Interior's Standards for Rehabilitation.
 3. The historic structure shall be rehabilitated pursuant to the applicable guidelines of the heritage preservation commission and the recommendations contained in The Secretary of the Interior's Standards for Rehabilitation, if necessary.
 4. The historic structure shall be maintained in good order for the life of the principal structure.
- The Handicraft Guild Building will be rehabilitated as part of the development. Masonry will be cleaned and repointed, while damaged masonry units will be replaced. The applicant will remove existing mortar joints which appear to be different from original (previously performed tuck pointing and masonry patching which does not match color, texture, and/or composition or bond pattern) and repoint. All existing non-historic paint (signage, graffiti, or other) on existing brick will be removed, using the gentlest means possible. Original surface integrity and finish of existing brick shall be maintained during and after paint removal. Brick will not be sand-blasted. The existing roof will be replaced. The existing roof membrane will be removed at the gable, including all flashings. It will be replaced with metal standing seam panels, flashings and fascia, with gutters/downspouts to match. All other flat roofs will be replaced, including flashings, copings and scuppers/downspouts. A window survey has been completed in order to evaluate the condition of the existing windows and doors to determine a treatment plan. See enclosed memo and elevations for the proposed treatment of each opening. Non-historic infill material will be removed from the original openings. New storm windows will be added to the interior of all windows. All skylights are to be restored to their original condition. See enclosed window survey elevations for the intended treatment of each condition. A narrow, glass link will provide a connection between the Handicraft Guild building and the first three levels of the new residential building. To accommodate this link, a new opening will be saw cut into the east wall of the existing building at each floor level. A new steel lintel will be installed within existing mortar joints. The link will be set back approximately 36 feet back from the South Tenth Street property line, creating minimal impact to the historic building and minimal visibility from the street. New windows will be installed on the east façade of the existing building, just south of the proposed glass link, to provide a visual and physical connection from the interior space and the exterior courtyard. The revamped courtyard will provide intimate outdoor seating and green space for both the resident and the restaurant.
 - The Heritage Preservation Commission approved the rehabilitation plan for the Handicraft Guild Building on June 9, 2015.
 - CPED is recommending that the Historic Preservation premium, which allows an additional FAR of 3.0, be awarded.

Table 5. Building Bulk and Height Requirements

	Code Requirement	Proposed
Lot Area	--	27,065 sq. ft. / .62 acres
Gross Floor Area (GFA)	--	262,493 sq. ft.
Minimum Floor Area Ratio (GFA/Lot Area)	Not applicable	9.7
Maximum Floor Area Ratio (GFA/Lot Area)	8.0	9.7, CPED is recommending that the Historic Preservation premium which allows an additional FAR of 3.0 be awarded
Maximum Building Height	No height limitation	20 stories or 185 ft.

Lot Requirements – Meets requirements

Table 1. Lot Requirements Summary

	Code Requirement	Proposed
Dwelling Units (DU)	--	293 DUs
Density (DU/acre)	--	182 DU/acre
Minimum Lot Area	5,000 sq. ft.	27,065 sq. ft.
Maximum Impervious Surface Area	Not applicable	92%
Maximum Lot Coverage	Not applicable	77%
Minimum Lot Width	40 ft.	134 ft.

Yard Requirements – Requires variance(s)

- The applicant has applied for a variance to reduce the south interior side yard setback from 15 feet to one foot for residential windows facing the rear property line.

Table 2. Minimum Yard Requirements

	Zoning District	Overriding Regulations	Total Requirement	Proposed
Front (South 10th Street)	0 ft.	--	0 ft.	0 ft.
Corner Side (Marquette Avenue)	0 ft.	--	0 ft.	3 ft.
Interior Side (South)	15 ft. for residential windows	--	15 ft. for residential windows	Between 1 and 6 ft.
Interior Side (West)	15 ft. for residential windows	--	15 ft. for residential windows	Between 44 and 69 ft.

Signs – Not applicable

- Signs are subject to the requirements of Chapter 543, On-Premise Signs. In the B4-I zoning district there can be two-and-a-half square feet of signage for every one linear foot of primary building wall. Wall signs are limited to 120 square feet in size. Projecting signs are limited to 48 square feet in size. The height limitation for both wall signs and projecting signs is 28 feet. Freestanding monument signs are limited to 32 square feet in size and can be no taller than 8 feet. However, a freestanding monument sign shall not be allowed if the amount of signage exceeds two-and-a-half square feet of signage for every one foot of primary building wall. The zoning code limits the number of freestanding signs on a zoning lot to one.
- The applicant is not seeking approval of any new signs at this time. However, there are two historic signs on the building that the applicant is proposing to rehabilitate. One of the signs reads HANDICRAFT GUILD and is located over the door addressed as 89 South Tenth Street and the other sign reads 91 HANDICRAFT BUILDING and is located over the door addressed as 91 South Tenth Street. Each of the signs are inscribed in limestone. The limestone pediment over the door addressed as 91 South Tenth Street is cracked. This sign will be removed, repaired and reinstalled. Both of the signs will be cleaned and the text will be restored.

Refuse Screening – Meets requirements

- The trash and recycling containers will be stored inside the building.

Screening of Mechanical Equipment – Meets requirements with Conditions of Approval

- There will be a generator and two transformers located in the southwest corner of the property on the south side of the alley. The existing WCCO retaining wall runs parallel with the south property line; however, it is located approximately five feet south of it. The wall is approximately three feet in height. The applicant is proposing to plant Heavy Metal Switch Grass around the mechanical equipment. This species of grass only grows to three feet in height. The mechanical equipment will be a maximum of nine feet in height. In order to screen the mechanical equipment from Marquette Avenue, CPED is recommending that the applicant pick a landscape material that will grow as tall as the mechanical equipment or provide a different form of screening in order to meet the requirements of Chapter 535, Regulations of General Applicability.

Lighting – Meets requirements with Conditions of Approval

- A lighting plan showing footcandles was not submitted as part of the application materials. CPED is recommending that the final lighting plan conform to the standards of Chapter 535, Regulations of General Applicability.

Specific Development Standards – Not applicable

DP Downtown Parking Overlay District Standards – Meets requirements

- There is no surface parking proposed as part of this development.

3. Conformance with the applicable policies of The Minneapolis Plan for Sustainable Growth.

The Minneapolis Plan for Sustainable Growth identifies the site as commercial on the future land use map. The proposed development is consistent with the following principles and policies outlined in the comprehensive plan:

Urban Design Policy 10.1: Promote building designs and heights that enhance and complement the image and form of the Downtown skyline, provide transition to the edges of Downtown and protect the scale and quality in areas of distinctive physical or historical character.

- 10.1.1 Concentrate the tallest buildings in the Downtown core.
- 10.1.2 Building placement should preserve and enhance public view corridors that focus attention on natural or built features, such as landmark buildings, significant open spaces or water bodies.
- 10.1.3 Building placement should allow light and air into the site and surrounding properties.

Urban Design Policy 10.2: Integrate pedestrian scale design features into Downtown site and building designs and infrastructure improvements.

- 10.2.1 The ground floor of buildings should be occupied by active uses with direct connections to the sidewalk.
- 10.2.2 The street level of buildings should have windows to allow for clear views into and out of the building.
- 10.2.3 Ensure that buildings incorporate design elements that eliminate long stretches of blank, inactive building walls such as windows, green walls, architectural details, and murals.
- 10.2.4 Integrate components in building designs that offer protection to pedestrians, such as awnings and canopies, as a means to encourage pedestrian activity along the street.
- 10.2.5 Locate access to and egress from parking ramps mid-block and at right angles to minimize disruptions to pedestrian flow at the street level.
- 10.2.6 Arrange buildings within a site in order to minimize the generation of wind currents at ground level.
- 10.2.7 Locate buildings so that shadowing on public spaces and adjacent properties is minimized.
- 10.2.8 Coordinate site designs and public right-of-way improvements to provide adequate sidewalk space for pedestrian movement, street trees, landscaping, street furniture, sidewalk cafes and other elements of active pedestrian areas.

4. Conformance with applicable development plans or objectives adopted by the City Council.

Not applicable.

5. Alternative compliance.

The Planning Commission or zoning administrator may approve alternatives to any site plan review requirement upon finding that the project meets one of three criteria required for alternative compliance. Alternative compliance is requested for the following requirements:

- **Blank Walls.** There are areas of the building on the east, south and west sides that are over 25 feet in length and void of windows, entries, recesses or projections, or other architectural elements.
 - On the east elevation, the southern 43 feet of the first and second floors of the building is blank. To break up the building wall in this location the applicant is proposing to install a living wall system over the brick and plant vines at the base to grow up the building. CPED is recommending that the City Planning Commission grant alternative compliance.
 - On the south elevation, the middle 28 feet of the building on all floors is blank. This portion of the building is located one-foot from the south interior property line. The applicant is proposing to break up this portion of the building by incorporating horizontal stripes at different intervals

of a contrasting color. CPED is recommending that the City Planning Commission grant alternative compliance.

- On the west elevation the lower two floors and the top floor of the building have wall segments that are over 25 feet in length and blank. The lower portion of the building will face the interior courtyard and the existing Handicraft Guild Building. The Handicraft Guild Building will screen the lower floors from the public street. CPED is recommending that the City Planning Commission grant alternative compliance. The top portion of the building is 64 feet in length. This area of the building will be very visible. CPED is recommending that this portion of the building be designed so it isn't over 25 feet in length and blank.
- **Minimum Windows.** The minimum window percentage is not being met on the commercial portion of the development facing Marquette Avenue. The minimum window requirement for ground floor commercial uses is 30 percent and the amount provided is equal to 25 percent. The majority of the Marquette Avenue side of the building is residential. The residential portion of the building along Marquette Avenue on the ground floor and on all of the floors above are either meeting or exceeding the minimum window requirement. CPED is recommending that the City Planning Commission grant alternative compliance.

VACATION

The applicant is proposing to vacate the air rights over part of the alley in Block 13 of Snyder & Company's Addition. The area to be vacated would be 16 feet wide by 72 feet long and would extend 16.5 feet over the alley grade.

RESPONSES FROM UTILITIES AND AFFECTED PROPERTY OWNERS.

Of the utilities and/or affected property owners that have responded none have requested an easement over the area to be vacated.

The Department of Public Works and the Department of Community Planning and Economic Development find that the area proposed for vacation is needed for a public purpose and it is part of a public transportation corridor. However, since the applicant is proposing to maintain the right-of-way and only vacate the air rights over the public alley the Department of Public Works and the Department of Community Planning and Economic Development support the application.

RECOMMENDATIONS

The Department of Community Planning and Economic Development recommends that the City Planning Commission adopt staff findings for the application(s) by Village Green for the properties located at 89-91 South 10th Street and 1004 and 1016 Marquette Avenue:

A. Variance of the drive aisle width.

Recommended motion: **Approve** the variance application to reduce the width of the drive aisle from 22 feet to 0 feet, subject to the following conditions:

- I. A series of bollards shall be installed along the south and southeast sides of the Handicraft Guild Building in order to protect it from being damaged by maneuvering vehicles.

B. Variance of the south interior side yard.

Recommended motion: **Approve** the variance application to reduce the south interior side yard setback from 15 feet to one foot for residential windows facing the property line.

C. Site Plan Review for a new mixed-use building.

Recommended motion: **Approve** the application for a 20-story, 293 unit residential building with ground floor commercial space, subject to the following conditions:

1. Approval of the final site plan, landscaping plan, elevations and lighting plan by the Department of Community Planning and Economic Development.
2. All site improvements shall be completed by September 11, 2017, unless extended by the Zoning Administrator, or the permit may be revoked for non-compliance.
3. The generators, transformer and any other proposed mechanical equipment shall be screened per the requirements of Chapter 535, Regulations of General Applicability.
4. EIFS shall not be used as an exterior building material.
5. The primary material on the lower two stories of the proposed building shall be brick on all four sides.
6. There shall be at least four bicycle parking spaces provided along South 10th Street.
7. There shall be at least two bicycle parking spaces provided in the building for the office uses.
8. The top floor on the west elevation shall be designed so there aren't any blank walls over 25 feet in length as required by section 530.120 of the zoning code.

D. Vacation of air rights over a portion of an alley.

Recommended motion: **Approve** the application to vacate the air rights over part of the alley in Block 13 of Snyder & Company's Addition.

ATTACHMENTS

1. PDR report from May 7, 2015
2. Written project description and findings submitted by applicant
3. Applicant memo re Exterior Material FIS follow up
4. The International Construction Law Review, The American Experience with Exterior Insulation And Finish System (EIFS) or Synthetic Stucco Cladding Systems, July 2006
5. Vacation materials
6. Zoning map
7. Turning movements
8. Landscape plans
9. Floor plans
10. Elevations
11. Section drawings
12. Renderings
13. Photos
14. Correspondence



Minneapolis Development Review
250 South 4th Street
Room 300
Minneapolis, MN 55415

Preliminary Development Review Report

Development Coordinator Assigned: **MATTHEW JAMES**
(612) 673-2547
matthew.james@minneapolismn.gov

Status *
RESUBMISSION REQUIRED

Tracking Number:	PDR 1001308
Applicant:	VILLAGE GREEN 188 WEST RANDOLPH SUITE 202 CHICAGO, IL 60601
Site Address:	1000 MARQUETTE AVE 1016 MARQUETTE AVE
Date Submitted:	29-APRIL-2015
Date Reviewed:	07-MAY-2015

Purpose

The purpose of the Preliminary Development Review (PDR) is to provide Customers with comments about their proposed development. City personnel, who specialize in various disciplines, review site plans to identify issues and provide feedback to the Customers to assist them in developing their final site plans.

The City of Minneapolis encourages the use of green building techniques. For additional information please check out our green building web page at: http://www.ci.minneapolis.mn.us/mdr/GreenBuildingOptions_home.asp.

DISCLAIMER: *The information in this review is based solely on the preliminary site plan submitted. The comments contained in this report are preliminary ONLY and are subject to modification.*

Project Scope

Mixed-use development featuring a 293 unit apartment complex with commercial office space and retail space.

Review Findings (by Discipline)

Business Licensing

- Continue to work with Matthew D. James (612-673-2547) concerning a Food Plan Review, SAC determination and any Business License application submittal that may be required for this proposed project. The applicant should apply for Business Licenses at least 90 days prior to opening.

*Approved: You may continue to the next phase of developing your project.

*Resubmission Required: You cannot move forward or obtain permits until your plans have been resubmitted and approved.

❑ Historical Preservation Committee

- There is an HPC flag on this property and an HPC review is required at this time. HPC review is required for any wrecking permits pertaining to the removal of existing structures.

❑ Addressing

- Per City of Minneapolis Street Naming and Address Standard V1.22, the City of Minneapolis holds authority for assignment of all addresses, verification, change, and/or additions. Each assigned address number uses the street that provides the best/direct access for life safety equipment and best/direct access to the occupants.
- The address for the tenant access to the proposed Handicraft Building City Apartments will be 91 10th Street S. . This address meets the City of Minneapolis Street Naming and Address Standard requirements.
- 89 10th Street S. - Restaurant
- 93 10th Street S. - Retail
- 1000, 1004, 1008, 1012, 1016 Marquette Ave S. - 5 townhome units
- 1018 Marquette Ave S. - Maintenance/Service structure.
- When assigning suite sequences the following guidelines are as follows:
- The first one to two digits of the suite sequence number will designate the floor number of the site.
- The last two digits of the suite sequence number will designate the unique ID for the unit (condo, suite, unit, or apartment).
- Suite sequence digit numbers will be assigned to dwelling, commercial and retail units, not common areas. For example, laundry rooms, saunas, workout rooms, etc., would not be assigned numbers.
- Please provide each condo, suite, unit or apartment number.

❑ Parks - Forestry

- Contact Craig Pinkalla (612-499-9233 cpinkalla@minneapolisparks.org) regarding any questions related to planting, removal or the process for protection of trees during construction in the city right of way. There are 3 grate trees on 10th St S and 3 grate trees on Marquette in silva cells require tree protection during construction. We are not in favor of removal permits and replant for these trees especially on Marquette where Silva cells have been installed.
- Effective January 1, 2014, the City of Minneapolis and the Minneapolis Park and Recreation Board adopted an update to the existing Parkland Dedication Ordinance. The adopted City of Minneapolis Parkland Dedication ordinance is located in Section 598.340 of the City's Land Subdivision ordinance:
 - <http://library.municode.com/index.aspx?clientId=11490>
- As adopted, the fee in lieu of dedication for new residential units is \$1,521 per unit (affordable units excluded per ordinance) and for commercial and industrial development it is \$202.80 per development employee (as defined in ordinance). Any dedication fee (if required) must be paid at the time of building permit issuance.
- There is also an administration fee that is 5% of the calculated park dedication fee.
- As proposed, for your PROJECT, the calculated dedication fee is as follows:
 - Park Dedication Fee Calculation =
 - Residential (293 units x \$1,521 per unit) = \$445,653.00
 - 5% of \$XX (Administration Fee) = \$ 1,000.00
 - Total Park Dedication Administrative Fee = \$446.653.00
- This is a preliminary calculation based on your current proposal; a final calculation will be made at the time of building permit submittal.
- For further information, please contact Matthew D. James at (612) 673-2547

□ Zoning - Planning

- A truck turning plan needs to be submitted. CPED is curious as to what size truck can use the proposed loading spaces and still maneuver into and out of the alley.
- The Handicraft Guild building at 89-91 South 10th Street is a local historic landmark. The modifications to the building, including the connection to the proposed building need to be reviewed by the HPC. In addition, the zoning code does not allow two buildings to be located on the same lot. Since the connection does not make the two buildings one a historic variance is needed to allow two buildings on one lot.
- The following HPC applications have been identified:
 - Certificate of Appropriateness application to allow rehabilitation.
 - Historic Variance to allow two buildings on one zoning lot.
 - The following land use applications have been identified at this time:
 - Variance to reduce the width of the drive aisle from 22 feet to 0 feet.
 - Variance to reduce the south interior side yard setback from 15 feet to one foot for residential windows facing the property line.
 - Site plan review.
 - Vacation of air rights over the public alley.

□ Right of Way

- An encroachment permit shall be required for all streetscape elements in the Public right-of-way such as: plants & shrubs, planters, tree grates and other landscaping elements, sidewalk furniture (including bike racks and bollards), and sidewalk elements other than standard concrete walkways such as pavers, stairs, raised landings, retaining walls, access ramps, and railings (NOTE: railings may not extend into the sidewalk pedestrian area). Please contact Bob Boblett at (612) 673-2428 for further information.
- Note to the Applicant: Any elements of an earth retention system and related operations (such as construction crane boom swings) that fall within the Public right-of-way will require an encroachment permit application. If there are to be any earth retention systems which will extend outside the property line of the development then a plan must be submitted showing details of the system. All such elements shall be removed from the Public right-of-way following construction with the exception of tie-backs which may remain but must be uncoupled and de-tensioned. Please contact Bob Boblett at (612) 673-2428 for further information.
- In addition, any elements of an earth retention system and related excavations that fall within the Public right-of-way will require a "Right-of-Way Excavation Permit". This permit is typically issued to the General Contractor just prior to the start of construction. However, it is the Applicant's responsibility to insure that all required permits have been acquired by its consultants, contractors, sub-contractor's prior to the start of work.
- The Project limits fall within the boundaries of the Downtown Improvement District (DID). Any improvements, modifications, and alterations to the streetscape are subject to the review and approval of the DID. Please contact Ben Shardlow at (612) 656-3830 for further information.
- Note to the Applicant: A vacation application (#1643) has been received requesting a vacation of air rights over a portion of the alley in the block bounded by Nicollet Mall, Marquette Ave., 10th St. S. and 11th St. S. commonly called the WCCO block. Because this is a dead-end alley and one that is not routinely maintained, Public Works recommends an alternative response, that the entire alley be vacated, (not just the air rights over the section shown on the plans). Public Works cannot approve the site plans as proposed, and will not approve an alley condition that, in effect, creates a tunnel situation with a Public alley located within a building.

□ Street Design

- The site plan incorrectly proposes standard B624 Curb & Gutter; all curb & gutter in the Public right-of-way along Marquette Ave. and 10th St. S. shall be designed and constructed to City standards, curb & gutter to be City standard B624 Curb and Gutter (Modified). Please refer to the following: http://www.minneapolismn.gov/publicworks/plates/public-works_road. Add the appropriate detail from the ROAD-1000 Series - Curbs and Gutters (ROAD-1004) to the plans.

- Note to the Applicant: All Street Design comments related to the Public Alley assumes that the alley remains Public right-of-way.
- The site plan proposes the reconstruction of approximately 150' of Public Alley; the Grading plans shall provide for a center line profile of the proposed alley, and shall reference the appropriate details on Sheet C8-1 of the plans. In addition to the required sidewalk construction permit, the construction of the proposed alley will require the Applicant (and respective Contractors) to enter into a separate Testing and Inspection Agreement with the Public Works Department. This agreement outlines the specification requirements for alley construction, performance bond requirements, and the responsibility of the Applicant to cover the costs for the City Engineering Laboratory testing and inspection services. For further information regarding this agreement please coordinate with Paul Miller at (612) 673-3603.

❑ Sidewalk

- Sidewalk layouts and landscaping in the Public right-of-way shall follow established design standards (refer to Marquette Ave.). Tree planting details shall be included in the plans. The Applicant shall provide engineered/structured soil in the form of a tree trench or tree pit for all proposed street trees, refer to the City of Minneapolis Urban Forest Policy:
- (http://www.minneapolismn.gov/www/groups/public/@cped/documents/webcontent/convert_282934.pdf)
- The Site and Landscaping Plan (Sheet L100 and Sheet C2-1) identify proposed pervious pavers and planter boxes along 10th St. S. without further detail; the site plan shall include complete details for all proposed streetscape elements including pervious pavement systems and planter boxes.

❑ Traffic and Parking

- The nature of the proposed development is such that traffic impacts will be an issue; please contact Allan Klugman at (612) 673-2743 to discuss the requirements of a Travel Demand Management Plan (TDMP).
- Current ordinance states that all maneuvers associated with loading, parking or sanitation pick up for a private development shall occur on private property. Please provide a narrative explaining the trash removal operations and show turning maneuvers for all truck type vehicles that will be using the garage stalls, and loading/parking entrance areas.
- Per City Ordinance the Applicant shall provide for (and identify) a solid waste collection point (SWCP) on the site plans. The location of the SWCP is subject to the review and approval of the Public Works Department.
- Note to the Applicant: Please add the following notes to the site plan:
 - Street lighting installed as part of the Project shall be inspected by the City. Contractors shall arrange for inspections with the Traffic Department, please contact Dave Prehall at (612) 673-5759 for further information. Any lighting installations not meeting City specifications will be required to be reinstalled at Owner expense.
 - An obstruction permit is required anytime construction work is performed in the Public right-of-way. Please contact Scott Kramer at (612) 673-2383 regarding details of sidewalk and lane closures. Log on to <http://minneapolis.mn.roway.net/> for a permit.
 - Contact Allan Klugman at (612) 673-2743 prior to construction for the temporary removal/temporary relocation of any City of Minneapolis signal system that may be in the way of construction.
 - All costs for relocation and/or repair of City Traffic facilities shall be borne by the Contractor and/or Property Owner.
 - Contact Doug Maday at (612) 673-5755 prior to construction for the removal of any City of Minneapolis right of way signs that may be in the way of construction.

❑ Water

- The plan as submitted meets the requirements of the Public Works Water Maintenance & Distribution Division.

❑ Sewer Design

- Utility Connections: Sanitary sewer services no longer being used in the downtown area must be removed and bulkheaded at the main. Please revise the plan accordingly.
- Please provide more information on the existing grates in the sidewalk area adjacent to the alley. These do not appear to be City infrastructure and connection records were not found related to them. The survey does not identify where these are connected.
- Utility: Information on the existing City storm and sanitary sewer adjacent to the property should be shown on the Utility Plan, including pipe material and invert elevations
- Non Stormwater Discharges: Detail all mechanical and non-stormwater discharges. Non-stormwater discharges are not permitted unless approved by the City of Minneapolis. Non-stormwater discharges not declared and approved will not be permitted. If there currently are none and nothing is proposed declare this status on the plans.
- For comments or questions on Public Works Surface Water & Sewers Division related requirements please contact Jeremy Strehlo, (Professional Engineer) at (612) 673-3973, or jeremy.strehlo@minneapolismn.gov.

❑ Construction Code Services

- These preliminary plans have been reviewed for conformance to the building code to the extent that information is provided on the plans. This is not intended as a complete code review, but to confirm basic design elements for exterior building code items.
- An accessible entrance shall be provided.
- The plans do not included a building code analysis and are preliminary in nature. The project is complex and a number of issues related to accessibility, Occupancy, Egress and Construction type need to be addressed. Recommend that the architect schedule a preliminary plan review for this project.

❑ Fire Safety

- Provide required fire suppression system throughout building.
- Fire department connection must be located on the address side of building and within 150 feet of a fire hydrant.
- Provide required automatic fire alarm system and emergency voice/alarm communication system throughout building.
- Maintain fire apparatus access at all times.

❑ Environmental Health

- City records indicate that fuel tanks have been installed on the parcels involved that need to be addressed as part of the property development. The property involves an address range from 1000 - 1016 Marquette Ave S. City records indicate a 5000 gallon underground storage for heating fuel was in operation at 1004 Marquette Ave in 1949, see N19438. At 1016 Marquette Ave two 265 gallon above ground storage tanks for heating fuel oil were installed in 1947, N17486. No records have been identified if the tanks are still being used, have been removed, abandoned-in-place or are out-of-service. Documentation on the current tank status must be submitted to environmental services. If no documentation exists a contingency plan needs to be submitted to Tom Frame (tom.frame@minneapolismn.gov) on actions that will be taken regarding the UST if the tank is found during these activities.
- Two roof drains from 1016 Marquette Ave have been found connected to the sanitary sewer on Marquette Ave, RFS 03-0303400. The City of Minneapolis installed a storm drain lateral to the property during the Marquette Ave Re-Construction Project. The roof drains for the building must be re-routed to connect to the City storm drain system as part of this development. For additional details contact Grant Edward of Mark Soderberg:
 - grant.edwards@minneapolismn.gov
 - mark.soderberg@minneapolismn.gov

- If the project will be disturbing identified impacted soils on the site preapproval for removal, disposal and/or reuse of must occur from the MCPA and the City of Minneapolis prior to beginning excavation activities. If impacted soil is encountered during site activities call the MN State Duty officer at (651) 649-5451.
- If dewatering is required during site construction see below for city permit requirements. Subgrade structures should be designed to prevent infiltration of groundwater without the need for a permanent dewatering system being installed. If a continuously operating permanent dewatering system is needed it must be approved as part of the sanitary sewer and storm drain site plan approval prior to construction beginning.
- No construction, demolition or commercial power maintenance equipment shall be operated within the city between the hours of 6:00 p.m. and 7:00 a.m. on weekdays or during any hours on Saturdays, Sundays and state and federal holidays, except under permit. Contact Environmental Services at (612) 673-3867 for permit information.
- Permits and approval are required from Environmental Services for the following activities: Temporary storage of impacted soils on site prior to disposal or reuse; Reuse of impacted soils on site; Dewatering and discharge of accumulated storm water or ground water, underground or aboveground tank installation or removal, well construction or sealing. Contact Tom Frame at (612) 673-5807 for permit applications and approvals.

END OF REPORT

Project Description

The Handicraft Building City Apartments project provides a mixed-use complex consisting of upscale apartments, amenity spaces, a restaurant, new commercial co-office space and retail space. The new high-rise apartment building will house 288 units plus 5 street-level maisonettes ranging from small studio units up to 2 bedroom/2 bath units. The project incorporates dwelling units, appropriately sized, which will allow college graduates and young professionals making \$35,000 to \$40,000 a year, a place to reside in the downtown core. The 18th floor will provide an outdoor roof terrace and sky club, with active and passive spaces, for the private use of the building's residential tenants.

The streetscape along Marquette Avenue will incorporate urban 2-story walk-up townhomes, reminiscent of downtown Vancouver's residential maisonettes, to create a new, vibrant, pedestrian-friendly environment while screening some limited parking spaces and utility/storage areas. In a nod to capture the street's current pedestrian qualities, the base of the building will be clad in a brick veneer framework with large gridded windows and defined individual entrances to the maisonettes, in keeping with the scale of the former commercial streetscape along Marquette. The ground level façade along 10th is designed to be reminiscent of the current existing building and maintain the character of the 10th Street pedestrian experience.

The project represents a seamless integration between structure, function, materials and aesthetics to create an architecture grounded in the craft of making and current technologies. The structure consists of a steel post/girder, and precast concrete slab framework with an efficient and repetitive grid. The exterior evolves from this regular grid system to incorporate large floor to ceiling window units that alternate with a solid energy-efficient insulated wall panel.

The building incorporates classic, timeless design methods and colors to create a strong base, middle and top to the building with the top two floors consisting of penthouse units with extensive glass. The middle of the building has influences of Mondrian proportions and organizational order, to harmonize the façade yet be unique and elegant. The color palette is simple yet timeless – using white and charcoal grey along with earthen-tone bricks and wood tones. The window systems will have floor to ceiling glass in order to include a significant amount of glass to be equal to or exceed the three most current downtown residential projects (Latitude 45, 4 Marq and The Nic).

The historic Handicraft Guild building, located at 89-91 South 10th Street, will be rehabilitated as part of the new development. The Handicraft Guild building is locally designated by the Minneapolis Heritage Preservation Commission (HPC) as an example of the religious and cultural development of Minneapolis. It was designed for and housed a leading arts organization during a period when the Arts and Crafts movement flourished. A Certificate of Appropriateness is requested to allow for the proposed renovation. In order to allow the new apartment building to sit on the same zoning lot as the Handicraft Guild building, a historic variance is being sought.

Two buildings will be demolished as part of the development. They are located at 1004 Marquette Avenue South and 1016 Marquette Avenue South. The 1004 Marquette building, which shares a party wall with the Handicraft Guild building, was included in the City's 1998 designation of the Handicraft Guild building, however, the Court of Appeals overturned the designation of the 1004 Marquette building because there was no evidence that it is culturally or historically significant on its own or through association with the Handicraft Guild. Neither of the buildings that will be demolished are historic resources, so no HPC review is required for the demolition.

The renovated Handicraft Guild building will house restaurant and office space as well as apartment amenities such as concierge services, leasing functions and fitness spaces. The renovation will include rehabilitation of the exterior. The applicant is proposing to locate the primary entrance for the project on 10th Street in the historic building. There is an existing limestone entry pediment at this front entry that is cracked. This will be removed, repaired and re-installed. Also, the applicant will clean and restore the original text "91 Handicraft Building" to original condition.

Masonry will be cleaned and repointed, while damaged masonry units will be replaced. The applicant will remove existing mortar joints which appear to be different from original (previously performed tuck pointing and masonry

patching which does not match color, texture, and/or composition or bond pattern) and repoint. All existing non-historic paint (signage, graffiti, or other) on existing brick will be removed, using the gentlest means possible. Original surface integrity and finish of existing brick shall be maintained during and after paint removal. Brick will not be sand-blasted. See enclosed noted elevations for more detail.

The existing roof will be replaced. The existing roof membrane will be removed at the gable, including all flashings. It will be replaced with metal standing seam panels, flashings and fascia, with gutters/downspouts to match. All other flat roofs are to be replaced, including flashings, copings and scuppers/downspouts.

A window survey has been completed in order to evaluate the condition of the existing windows and doors to determine a treatment plan. See enclosed memo and elevations for the proposed treatment of each opening. Non-historical infill material will be removed from original openings. New storm windows will be added to the interior of all windows. All skylights are to be restored to their original condition. See enclosed window survey elevations for the intended treatment of each condition.

A narrow, glass link will provide a connection between the Handicraft Guild building and the first three levels of the new apartment building. To accommodate this link, a new opening will be saw cut into the east wall of the existing building at each floor level. A new steel lintel will be installed within existing mortar joints. The link will be approximately 15 feet in depth located about 34 feet back from the 10th Street facades, creating minimal impact to the historic building and minimal visibility from the street. New windows will be installed on the east façade of the existing building, just south side of the proposed glass link, to provide a visual and physical connection from the interior space and the exterior courtyard. The revamped courtyard will transform a blighted asphalt covered area into a beautifully landscaped courtyard providing intimate outdoor seating and green space for the restaurant.

Responses to feedback from COW meeting on 4/30/15:

1) EIFS:

The EIFS product that is proposed for the apartment exterior is manufactured by Sto and is a panelized and drainable high-performance exterior wall system. See enclosed material information for more details. A material sample will also be made available for review by planning staff and commissioners.

2) Streetscape along 10th Street:

The 10th Street streetscape has been updated to be more consistent with the Marquette Avenue streetscape. It is still our desire to use pavers to announce the main residential entrance and the pedestrian connection to the restaurant courtyard; therefore that notation remains on the site plan. Additionally, perennial plantings are incorporated into the tree planters, to provide additional greening of the boulevard. We share the Downtown Council's goal of greening the public realm.

3) Brick return from 10th Street to Marquette Avenue:

In response to what was discussed by several planning commissioners as an awkward transition between the masonry 10th street façade and the masonry Marquette façade at the walk-ups, and the building above, we have altered this transition to allow it to turn the corner more seamlessly. We have maintained a difference in look and detail between the two facades (retail façade on 10th, maisonette façade on Marquette), but have lowered the 10th street side to time out with the Marquette side, and then positioned the brick to be in the same plane to wrap the corner more easily. There is now a simple control joint located 2'-0" back on Marquette separating the banding and detail changes to be a bit more subtle. We believe this ties the entire new building formality of the base together for the new building while maintaining the distinction between the two sides. This distinction is still prevalent with the larger cornice, differentiated detailing and storefronts on 10th Street to echo the character of the 10th Street pedestrian experience.

4) Driveway width variance – maneuvering:

Turning movements have been included for the loading zones as well as the parking stalls that utilize the alley width for maneuvering.

VARIANCE FINDINGS

Setback Variance. The applicant is requesting a variance to reduce the south interior side yard setback from 15 feet to one foot for residential windows facing the property line. The setback provided on the south elevation ranges from 1 foot to 8 feet. Areas where windows are provided are set back from the property line 4 to 6 feet. The portion of the building that is set back 1 foot from the property line is a solid wall with no windows. The project meets the findings as outlined in section 525.500:

- (1) *Practical difficulties exist in complying with the ordinance because of circumstances unique to the property. The unique circumstances were not created by persons presently having an interest in the property and are not based on economic considerations alone.*

If the project did not provide window openings on the south wall, no setback would be required on this property line. Several buildings in the downtown area are designed in this manner (a party wall condition). Initial designs for this project showed no windows on the south façade, but Planning staff asked the applicant to add windows on this elevation to add architectural interest due to its high visibility next to the WCCO plaza. By adding windows, the setback requirement is now applicable. Preservation of the Handicraft Guild building in an appropriate setting leaves a very small area for construction of a new building, even with the addition of the 1016 Marquette lot to the development parcel. This creates practical difficulties for feasible redevelopment of the site without building close to the property lines. These circumstances were not created by the applicant.

- (2) *The property owner or authorized applicant proposes to use the property in a reasonable manner that will be in keeping with the spirit and intent of the ordinance and the comprehensive plan.*

The Minneapolis Plan for Sustainable Growth designates Downtown as a Growth Center, designates Nicollet Avenue (one block west) as a Commercial Corridor and identifies the Handicraft site as commercial on the future land use map. The development is a great addition to Downtown and the property will be used in a reasonable manner. The building has been designed to provide an animated south façade which supports the goals of the CPED Planning staff and is in keeping with the comprehensive plan.

Denial of the variance would not result in a loss of units; however, it would require the elimination of windows along this property line. The proposed design is a reasonable use of the property, as it incorporates a setback that ranges from one to six feet to allow windows that create interest along this interior side yard.

- (3) *The proposed variance will not alter the essential character of the locality or be injurious to the use or enjoyment of other property in the vicinity. If granted, the proposed variance will not be detrimental to the health, safety, or welfare of the general public or of those utilizing the property or nearby properties.*

The proposed development will dramatically improve the 10th Street and Marquette Avenue streetscapes from the current site conditions. The south elevation faces the WCCO plaza and will include a combination of solid materials, glazing, and plan setbacks in order to provide a visual interest. The varied setback allows for windows to be placed in proximity to the property line in compliance with building code requirements. The proposed setback variance will not be detrimental to the health, safety and welfare of the general public or the use and enjoyment of other properties in the vicinity of the development.

Drive Aisle Width Variance. The applicant is requesting a variance to reduce the width of the drive aisle from 22 feet to 0 feet. The development incorporates an existing alley into the site plan, and air rights above the alley will be vacated to allow for the building to span over the alley. Some parking stalls will be accessed directly from the alley without a drive aisle connection. The 16 foot wide alley right-of-way will provide the width for vehicles to maneuver into the parking stalls and loading zones. The project meets the findings as outlined in section 525.500:

- (1) *Practical difficulties exist in complying with the ordinance because of circumstances unique to the property. The unique circumstances were not created by persons presently having an interest in the property and are not based on economic considerations alone.*

The Applicant is proposing to keep the alley access and therefore has only requested to vacate above the surface of the alley. This allows adjacent property owners to continue to use this section of the block as it exists today, but it creates difficulties for providing any convenient at-grade parking stalls or loading zones for the building.

- (2) *The property owner or authorized applicant proposes to use the property in a reasonable manner that will be in keeping with the spirit and intent of the ordinance and the comprehensive plan.*

Maintaining alley access through the site is required to serve other properties on the block; however, there are only three properties that use this stub alley for access to their loading docks and a small number of parking stalls, so the alley has a low volume of vehicular traffic. Allowing direct access from the alley to a few parking spaces in these circumstances is reasonable and in keeping with the spirit of the ordinance that is intended to limit vehicle conflicts in the alley.

- (3) *The proposed variance will not alter the essential character of the locality or be injurious to the use or enjoyment of other property in the vicinity. If granted, the proposed variance will not be detrimental to the health, safety, or welfare of the general public or of those utilizing the property or nearby properties.*

The use of the alley for vehicle maneuvering is consistent with how it is used today and will not be injurious to the use of adjacent properties. The parking stalls will be assigned and not used by transient patrons. The garage doors will limit any conflicts with other vehicles.

FLOOR AREA RATIO (FAR)

The site is zoned B4-1 Downtown Business District and is located in the DP Downtown Parking Overlay District. In the B4-1 zoning district, the minimum FAR is 2 and the maximum FAR is 8.

The proposed FAR of the building exceeds the zoning district maximum. The applicant is proposing to apply for a FAR premium, to allow for the FAR increase. The FAR premium proposed is the Historic Preservation premium which allows for up to a 3.0 value in the B4-1 zoning district. The project meets the following required standards:

- a. The Handicraft Guild Building is a locally designated historic landmark. It is being rehabilitated as part of this overall development and the proposed changes to the building will be reviewed at a public hearing before the Heritage Preservation Commission (HPC). The hearing date is scheduled for May 19, 2015.
- b. Not applicable. The building is designated.
- c. The historic structure will be rehabilitated pursuant to the applicable guidelines of the Heritage Preservation Commission and the recommendations contained in The Secretary of the Interior's Standards for Rehabilitation. See findings submitted with the Certificate of Appropriateness (C of A) application.
- d. The historic structure shall be maintained in good order for the life of the principal structure.

Memorandum

TO: Minneapolis Planning Commission (CPC)
Hilary Dvorak, Minneapolis CPED
FROM: BKV Group
CLIENT NAME: Village Green Companies
PROJECT: Handicraft Building City Apts **COMM. NO.:** 1872.02
DATE: July 15, 2015
RE: Exterior Material EIFS follow up

As a follow up from our COW meeting on July 9, 2015, we wanted to summarize a few points from the meeting that showcased the durability of the EIFS panel product we are requesting to use, and ask for your support of this material for this specific project:

Key Points from previous memo dated June 6, 2015 and reiterated at COW meeting:

- Today's EIFS systems for high-rise buildings consist of shop-fabricated components, instead of site-built systems typically used for single-family and small commercial projects. This allows for the highest level of quality for the system, with 95% of the project completed in a controlled shop environment.
- The proposed EIFS system consists of encapsulated panels that prevent any water intrusion through to the building. The Sto Guard Moisture/Air Barrier continuous sheeting is returned around the steel studs to the edge of the flange, ensuring that the panel is water tight.
- The EIFS system for this project has all quality and water tightness controlled through a single source - the panel fabricator.
- The proposed EIFS system is durable, having been used on large-scale project for over 30 years in a variety of climates, successfully holding strong through winter storms and hurricanes.
- The warranty for such a system includes a 5-year performance warranty plus a 12-year warranty for the system finish.

Additional considerations:

- Improvements to Design: we are choosing this product specifically for numerous reasons – for its durability, method of constructability (prefabricated panelization), speed of erection, precision, and design aesthetics.
- Related to design, the panels allow us to create clean lines and a crisp canvas that allows for the proper execution of our design concept and Mondrian quality of precision and sculptural quality.
- Additionally, we are using high contrasting colors of white and charcoal that are not traditionally used with this product to further create distinction for this project as a fresh, contemporary and timeless design solution.
- In terms of the look, it will have a relatively smooth appearance similar to other projects the City has recently approved using precast, such as Nic on 5th and 4Marq. We have provided actual finish samples to you to show the colors and texture.
- We are open to you providing conditions of approval such as the protective coating to prevent staining, or providing the added weeps at the bottom of the panels as considerations.

As always, we are available for any questions you may have, and we appreciate your continued guidance and support for this exciting project.

END OF MEMO

Memorandum

TO: Minneapolis Planning Commission (CPC)
Hilary Dvorak, Minneapolis CPED
FROM: BKV Group
CLIENT NAME: Village Green Companies
PROJECT: Handicraft Building City Apts **COMM. NO.:** 1872.02
DATE: June 8, 2015
RE: Exterior Material Info - EIFS

Please find below additional information regarding the proposed EIFS system for the Handicraft project:

- Today's EIFS systems for high-rise buildings consist of shop-fabricated components, instead of site-built systems typically used for single-family and small commercial projects. This allows for the highest level of quality for the system, with 95% of the project completed in a controlled shop environment.
- The proposed EIFS system consists of encapsulated panels that prevent any water intrusion through to the building. The Sto Guard Moisture/Air Barrier continuous sheeting is returned around the steel studs to the edge of the flange, ensuring that the panel is water tight.
- The EIFS system for this project has all quality and water tightness controlled through a single source - the panel fabricator.
- The proposed EIFS system is durable, having been used on large-scale project for over 30 years in a variety of climates, successfully holding strong through winter storms and hurricanes.
- The warranty for such a system includes a 5-year performance warranty plus a 12-year warranty for the system finish.
- A partial list of other projects that use the proposed system:
 - Hilton Garden Inn – Mankato, MN
 - Caesars Centurion Tower Hotel – Atlantic City, NJ
 - Tropicana Hotel Tower – Las Vegas, NV
 - Mayfair Renaissance – Atlanta, GA
 - Hollywood Slots – Bangor, ME
 - The Children's Hospital of Philadelphia – Philadelphia, PA
 - Capital Health Hospital – Trenton, NJ
 - Trinitas Healthcare – Elizabeth, NJ
 - The Penthouses at Rowan Boulevard – Glassboro, NJ

END OF MEMO

May 18th 2015

Community Planning and Economic Development
250 South Fourth Street
Minneapolis, MN 5415

Dear CPED,

I'm looking forward to our visit on Tuesday and being able to share the success stories about Sto Panel. As a Sto Panel Affiliate, we are a member of an elite group of pre-fabricators who have enclosed towers in excess of 32 levels, in hurricane areas using the exact same system being proposed for the Handicraft project.

The Sto Classic Ci system has been pre-fabricated for over 25 years. In fact if you've stayed at Harrah's, Caesar's or Tropicana hotel in Las Vegas or Atlantic City, you've stayed at a building that was enclosed by panels. Caesar's in Las Vegas has over 1,000,000sq. ft. of panels.

As you will read in the Sto letter attached, many of these projects survived hurricane Sandy without a single failure. The product being produced by the Sto Panel Affiliates is of the highest of quality and given the wide variety of Sto coatings available such as simulated metal panel, stone, brick ect the design potential is limitless. I'm certain that with your approval the exterior of Handicraft will be as aesthetically pleasing as it is functional. Below are benefits of the system that we will talk about and expand on Tuesday.

43 Rock Port Lane SE
Rochester, MN 55904

www.queencitypanel.com

Office: 507-282-6747

Fax: 507-282-1498

Quality Control

- The best drawn details are only as good as the installation and moving the quality control process into a climate controlled facility at ground level simplifies details and inspections.
- Sto Guard Moisture/Air Barrier continuous across sheeting returned around steel studs to the edge of the flange ensures that the panel is water tight.
- Responsibility for quality and water tightness is sole source as we manufacture, shrink wrap, transport and install the system. One manufacture, one installer, one warranty.
- A conventional project of this size would almost certainly have to be partially completed during cold months where freezing is always a concern. Plastic enclosures with temp heat create carbon monoxide concerns and the humidity created by temp heat makes it more difficult to ensure finishes turn out perfect.

Warranty

- Sto Panel is backed by the only industry exclusive 5 year “performance warranty” which applies to any panel that uses the Sto Guard Moisture Air Barrier. This warranty is applicable not only to the Sto Classic Ci Panel but to any panel that utilizes this moisture air barrier even and pay to remove and reinstall the exterior cladding even if it isn’t a Sto product, such as stone, metal panel ect.
- Sto Panel warranties the finish for 12 years.

Safety

- 95% of the project is completed at ground level instead of working off a scaffold or swing stage/man basket far above the ground.

Speed

- Construction sites are eye sores and pre-fabricating and erecting the exterior reduces onsite time to 30 days of panel installation vs. 6 months or longer when compared to field work.

Thanks for your time and I look forward to seeing you Tuesday.

Sincerely,

Aaron Krueger
V.P. of Business Development
Queen City Panel
5267 US Hwy 14 East
Rochester MN 55904
C:: 507-261-0274
O:507-282-6747
<http://www.queencitypanel.com/>





Sto Corp.
3800 Camp Creek Parkway
Building 1400, Suite 120
Atlanta, GA 30331
Tel: 404-346-3666
Toll Free: 1-800-221-2397
Fax: 404-346-3119
www.stocorp.com

May 18, 2015

Aaron Krueger
V.P. of Business Development
Queen City Panel
5267 US Hwy 14 East
Rochester MN 55904

Aaron:

I'm following up on the letter you forwarded me from the BKV Group. Please allow me to comment on some of the points and questions they posed.

Q: How the proposed system(s) are significantly better than the old?

A: When referring to the "old" in most cases individuals are questioning methods of using insulated systems in a field applied application. That process would be conventional construction using scaffolding and workers applying the system with framing built on the building. Over the years though millions of square feet of this type of application have been applied problems and less than 2% of that work coming almost exclusively out of the residential housing market have made news. Though Sto supports and completes thousands of projects each year with impeccable success with this field applied systems on the job in question Queen City is proposing our pre-engineered/prefabricated exterior wall. This product, though it does use Sto insulated acrylic materials is a totally different approach from field application. First, a couple of statistics on our StoPanel. This design has been in use for more than 30 years on projects of all sizes including high rises over 300 feet high and some project including more than one million square feet. With the countless projects completed over these many years to date not one product failure. The reason for this amazing statistic is several fold. Sto Panel Technology has incorporated the highest quality contractors to carry-out the fabrication of our StoPanel. These companies bring their years of experience, commitment and capacity to a project. As a standard at Sto testing of our products is one of the top three things we do with anything we produce. We provide a "White Paper" on our StoPanel which is something no one else in the exterior industry has. These reports are put together by a third party consultant Morrison Hurshfield a nationally recognized curtain wall consultant. These reports are available for your review should you not have received them as of yet. All of the StoPanel details are part of our branded tested and Warranted program. In an industry exclusive way Sto stands behind these panels with our Sto 5 Year Panel Warranty. This guarantee is in addition to any and all standard material Warrantees which depending on the finish system the project goes with can go up to 15 Years. To be clear, the Sto 5 Year Panel Warranty is a performance guarantee assuring water tightness of the panel. No other such Warrantee exists in the industry but Sto leads by backing what they know has proven itself over millions of square feet in place with zero failure.

Q: The durability of these systems(s) (the old "you can poke a pencil through it" joke is still see as a truism).

A: The fact is this was never true but competing products sensationalized adds years ago showing this despite the baseless accusations. I'd say the best proof of this would be in the samples you produce showing this product can only be damaged by intentional acts such as a sledge hammer. To that I always say "there is a window 6" over from our panel and if you have a problem with that type of behavior than a solid concrete building with no windows might be the only answer". In addition to our Classic ci panel we also offer a Premium ci panel which has passed all requirement for "Hurricane Impact Resistance/ Capable of meeting Miami-Dade County large and small missal impact resistance per Dade County Protocol TAS-201, TAS 202, and TAS203 (see Miami-Dade NOA No.09-1013.09). Last and most important on this note is the proof provided through years of panels in place. Having lived through some of the worst Hurricanes in history such as "Sandy", "Irene" and "Katrina" our StoPanel proved not only through empirical data with full scale mock-up testing but also practical application on buildings living proof of being one of the strongest building exteriors available today.

Q: Examples of similar installations?

A: The following is a list of some of the projects that would be of the same nature as your job in question. These building range from current to over 25 years in place. I will forward you these photos in a separate e-mail. They are on our SPT App but I'll have them over to you in an e-mail making it easier to coincide with this letter.

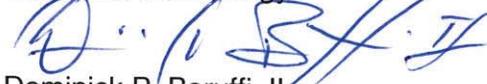
- Children's Hospital Philadelphia
- Caesar's Centurion Tower Hotel **
- Tropicana Hotel Tower **
- Harrah's Convention Center
- Mayfair Renaissance Hotel *
- Penthouses at Rowan University
- Silver Slipper Hotel & Casino
- Scarlet Pearl Hotel
- Gold Strike Hotel *
- Capital Health Hospital *
- Trinitas Healthcare *
- Inspira Hospital **
- Westin Hotel **
- Home2 Convention Center Hotel **
- The Grand **

Q: Examples of durability (the hurricane/storm survivors).

A: The projects listed above with one asterisk * are those that have been around for a minimum of 10 years and some over 20. Those with two asterisk ** have been around that same period of time but have also been in the direct line of these most significant history hurricanes.

I would also offer myself to you and anyone involved with your project to join in on a call or meeting to further discuss our Sto industry leading program and product lineup. Thanks again.

Sto Panel Technology



Dominick P. Baruffi, II
Executive Director

June 8, 2015

City of Minneapolis
CPED Public Service Center
250 South Fourth Street (Room 300)
Minneapolis, MN 55415

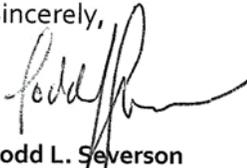
RE: Queen City Panels/EIFS

To whom it may concern,

I recently was a commissioner of the Planning and Zoning Commission of Rochester, MN. The past two years as Vice Chair and Chair of the Planning and Zoning Commission. We reviewed several hundreds of projects that vary in exterior finishes overall those years. My experience alone with EIFS and my service on this commission I have no reservations in the past or future of approving this product on any commercial building project.

If you have any further questions or concerns about this product or any other products I would welcome a call, 507-208-0679 or tseverson@tlsconstruction.com.

Sincerely,



Todd L. Severson
President

T L S Companies
A New Vision to Construction



A New Vision
to Construction

TLS Companies

1951 Kerry Drive NE
Rochester, MN
55906
PH 507.208.0679

TLSCompanies.com

Mankato, Minnesota | Hilton Garden Inn

Built in 2006

28,000sq. ft. Sto Classic Panel



**The Most Advanced Technology
in Prefabricated Insulated Wall
Panel Solutions!**

US Department of Energy says EIFS outperforms other cladding systems for thermal and moisture protection.

View US Department of Energy study at:
www.ornl.gov/sci/roofs+walls/research/EIFS/eifs.htm

This coming year will mark the Mankato Hilton Garden Inn's 10th year of operation, and I am happy to report that the exterior EIFS on the building looks just as good as when it was the building was new. In fact, the exterior still has a new building look and consistent color across all the entire building exterior. Even though we have not washed the exterior, it still appears clean.

Aesthetics and function is very important to the Hilton properties building standards. Judging how well this building has aged, I have no doubt the EIFS will look great for many years to come. We have also not experienced any problems with wall panels leaking or issues with fit from panel to panel over time.

Steve Tacheny, General Manager
Hilton Garden Inn Mankato, MN
507-344-1111

Rochester, Minnesota Marriot | Built in 2003

34,510sq. ft. Sto Classic Panel

US Department of Energy says EIFS outperforms other cladding systems for thermal and moisture protection.

View US Department of Energy study at:
www.ornl.gov/sci/roofs+walls/research/EIFS/eifs.htm



Our building exterior has easily handled the harsh Minnesota climate, and has proven to be very low maintenance. Since it's construction in 2003, it has not so much as even needed a power washing. It has also passed the Marriot "High Curb Appeal" standards.

Emily Nichels, General Manager
enichels@kahlerhospitalitygroup.com
847-924-7031



**The Most Advanced Technology in
Prefabricated Insulated Wall Panel Solutions!**

Titan Executive Offices | Rochester, MN

7 Stories | Built in 2014

Sto Classic Creative Lux Granite



Finish Detail



I have owned and managed several buildings with EIFS construction. They all look great and perform well, even after several decades of exposure to the elements. We chose to use STO Panel on our project because they were able to offer a panel that was reinforced by cement at the ground level of the building for durability. On floors 2-7 we were able to utilize an insulated panel which increases the "R" value of the exterior wall. Both panels were able to share the same exterior finish coatings so they looked identical when viewed on the finished building.

I've been very satisfied with the EIFS product over the years and STO's process of manufacturing the panel inside as opposed to outside in the elements. This allows for better control and consistency of the panels and building dimensions than projects where we have used site-built walls under a variety of weather conditions.

Andy Chafoulias, CEO
Owner of Titan Investments



**The Most Advanced Technology
in Prefabricated Insulated Wall
Panel Solutions!**

US Department of Energy says EIFS outperforms other cladding systems for thermal and moisture protection.

View US Department of Energy study at:
www.ornl.gov/sci/roofs+walls/research/EIFS/eifs.htm

The Children's Hospital of Philadelphia

Philadelphia, PA



Project Details:

- **Owner:** Children's Hospital of Philadelphia
- **General Contractor:** Turner Construction
- **Architect:** FKP Architects and Pelli Clarke Pelli Architects
- **Program (Building Type):** Hospital
- **On-site Erection Date:** 2014
- **Panel Type:** StoPanel Classic ci

Project Overview

This 339 ft. tall radius tower required a very highly aesthetic exterior wall. The StoPanel offered the architect, construction manager and owner the ability to incorporate an energy efficient, cost effective, light weight panel. All this while reducing the construction schedule with the speed of panelization.

Job Requirements

All panels were fabricated, stored and shipped from regional affiliate Jersey Panel. A tower crane was utilized for installation of the panels.

Smart Solution

This project was originally designed in precast concrete. Moving to StoPanel enabled design elements such as radius wall and heavy aesthetics to keep the project on schedule and on budget.



Hollywood Slots Bangor, Maine



Project Details:

- **Owner:** Hollywood Slots Casino
- **General Contractor:** Cianbro
- **Architect:** The Urban Group
- **Engineer:** WBRC
- **Program (Building Type):** 7-story hotel and gaming facility
- **On-site Erection Date:** September 2007- March 2008
- **Panel Type:** Load bearing light gauge steel frame

Project Overview

The project encompassed the construction of a 211,000-square-foot gaming facility and seven-story hotel in less than one year.

Job Requirements

Closing in a large building through a Northern Maine winter involves sub-zero temperatures and multiple feet of snow; and exterior finishes require heat well above freezing. The project involved a casino, so cash flow is of high value to the developer and timing was of utmost importance.

Smart Solution

By prefabricating all of the exterior and interior walls, the framing phase started along with the site work. Layers of rigid insulation, exterior synthetic stucco, windows and flashing were applied in a controlled environment off-site. During the installation phase, each 12,500-square-foot floor was installed in just eight days. Then, the GC poured the floor slab in just two days. The entire structure was erected and finished without scaffolding or tenting through a brutal, Northern Maine winter.



Mayfair Renaissance

Atlanta, GA



Project Details:

- **Owner:** Crescent Heights
- **General Contractor:** Hardin Construction Company, LLC
- **Architect:** Smallwood, Reynolds, Stewart & Stewart Associates
- **Engineer:** Uzun & Case Engineers
- **Program (Building Type):** Condominiums
- **On-site Erection Date:** 2002
- **Panel Type:** StoPanel Classic ci

Project Overview

A 35-story tower built in mid-town Atlanta was designed and constructed to match an adjacent architectural precast concrete tower. The panels were fabricated offsite in Lexington, KY in a controlled environment which enhanced quality control and productivity.

Job Requirements

The panel fabricator was involved early-on to assist in the final design of the exterior wall cladding. This early interaction allowed the team to provide the owner with the best and most cost effective solutions to meet their budget and schedule requirements.

Smart Solution

Because the panels were fabricated offsite, interference with other onsite construction activities was minimized and waste was greatly reduced. The lightweight panels reduced the amount of structural concrete and reinforcing steel when compared to the previously used architectural precast concrete solution. The panels were also more energy efficient because they incorporated a blanket of continuous insulation to reduce heating and cooling costs. The schedule compression realized on the project allowed the owner to start receiving revenue much more quickly than stick-building the project.



Phone: (859) 255-2754
 Website: www.grayhawk-ky.com

The Penthouses at Rowan Boulevard Glassboro, NJ



Project Details:

- **Owner:** Rowan University
- **General Contractor:** Nexus
- **Architect:** Blackney Hayes
- **Program (Building Type):**
Residential
- **On-site Erection Date:** 2014
- **Panel Type:** StoPanel Classic ci,
StoPanel Brick ci, StoPanel Back Up

Project Overview

The building includes 500,000/SF of floor space, seven stories high and approximately 200,000/SF of exterior wall. A very detailed exterior including three different finish materials – brick, cast stone and textured.

Job Requirements

Total job required a 12-month construction schedule from start to finish. With its use being student housing, the University needed to have the building completed in order to accept the students attending the fall semester. Off-site fabrication enabled the project to achieve a completion date unattainable with conventional construction.

Smart Solution

Combining the use of a fast structure (steel and precast plank) along with prefabricated StoPanel, this developer was able to offer the University a new building with the highest quality and aesthetics all while completing construction within one year.



THE INTERNATIONAL CONSTRUCTION LAW REVIEW

The American Experience With Exterior Insulation And Finish Systems (EIFS) Or Synthetic Stucco Cladding Systems

Patrick J. O'Connor Jr.

Partner, Faegre & Benson, LLP, Minneapolis, Minnesota

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Clare Bendon on +44 (0) 20 7017 5192

email clare.bendon@informa.com or visit

www.informalaw.com/iclr

THE AMERICAN EXPERIENCE WITH EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) OR SYNTHETIC STUCCO CLADDING SYSTEMS

PATRICK J O'CONNOR, JR¹

Partner, Faegre & Benson, LLP, Minneapolis, Minnesota

I. ORIGINS

Exterior insulation and finish systems ("EIFS") were developed shortly after the Second World War to aid in the reconstruction of European cities ravaged by the war.² The use of EIFS to repair European buildings worked quite well, as it was an efficient and economical alternative to demolishing damaged structures and building anew. Moreover, the use of EIFS on Old World buildings did not create many problems, as most of these structures were constructed of stone, concrete, brick or other similar, durable materials. In the 1960s, EIFS was introduced into North America. It was first used on commercial structures. Later, however, it began to be employed on wood-frame buildings, such as are commonly found in the residential construction market. It has been the use of EIFS on wood-frame buildings that has generated the most controversy.

II. WHAT IS EIFS?

EIFS is a "system", not a single product. In this regard, it resembles the many "built-up" roof systems on the market. Depending upon how one counts the various components, EIFS consists of:

- (1) an attachment system (which can be either an adhesive or some form of mechanical anchor);
- (2) an insulation layer (usually consisting of pre-formed boards of foam plastic);
- (3) a base coat (a water-resistant polymer and cement coating that is applied to the top of the insulation);
- (4) a reinforcing mesh that is placed into the base coat (usually made of fibreglass); and

¹ Portions of this article will appear in *Bruner & O'Connor on Construction Law* (West Group).

² Pronounced "EEFS", or sometimes "EEIFS," these systems also are referred to as "synthetic stucco", although not all synthetic stucco systems are necessarily EIFS. For example, applying a synthetic stucco product over an existing exterior cladding system would not constitute a traditional EIFS arrangement. EIFS can also go by other names, including "artificial stucco" or the name product of the largest manufacturer of EIFS, "Dryvit". See Robert G Thomas, Jr, *EIFS Home Owner's Guide* (2001), available at www.eifs.com.

- (5) a finish coat (typically using acrylic co-polymer technology that is textured to look like stucco and coloured in any number of shades).³

EIFS has the advantage of being an attractive and relatively inexpensive cladding.⁴ In contrast to traditional stucco, which is a “natural” product composed of sand, Portland cement and other materials, EIFS is a synthetic product which has an insulating capability. Moreover, unlike stucco, EIFS can be applied in large areas without any joints, and comes in a variety of shapes, colours, and textures.⁵

III. THE TROUBLE WITH EIFS

1. Moisture infiltration concerns

For all its strengths, EIFS has been the subject of much controversy and litigation.⁶ Most of the controversy centres on moisture intrusion. Most

³ Literature and court decisions discussing EIFS sometimes employ different terminology and descriptions. For example, the substrate to which the EIFS is applied (in wood-framed construction, this is usually either plywood or a gypsum material) is sometimes included as part of the system, although technically this is incorrect. See *Mahvi v. Stanley Builders*, 2005 WL 3366973 * 1 (Ohio Ct App 11 Dist, 9 Dec 2005): “An EIFS generally consists of a substrate made from either plywood and or other materials, such as gypsum board, which are glued together with polystyrene insulation boards, known as EPS boards. This substrate is then followed by a base coat generally consisting of sand, quartz or marble dust, combined with synthetic bonding agents and/or resins, over which fiberglass netting is embedded. Generally, a primer coat is then applied, followed by an acrylic-based exterior finish coat, which is available in a variety of colors.” As most judicial decisions go, this description is quite complete and, except for the fact that it includes the substrate as part of the EIFS, is more helpful than most. For a thorough discussion of how EIFS is constructed and applied in the field, see Robert G Thomas, Jr, *op. cit.*, n. 2.

⁴ See David L Grenier and William J Jorgensen, “*Exterior Insulation and Finish Systems (EIFS): An Overview*”, available at www.c-risk.com (“Today, EIFS is characterized as a waterproof system that is light weight, inexpensive, and very flexible. Architects applaud its ability to adhere to ornate design. Builders appreciate that it is feather weight and easy to apply. Homeowners approve of its price.”)

⁵ Determining whether a particular structure is clad with traditional stucco or EIFS is not easy to do: “A quick, but not foolproof way to check is to knock on the wall with your knuckles and press on it with your fingers. If you hear a hollow sound when you knock and the wall feels softer than concrete you probably have EIFS. If the wall sounds very solid and feels as hard as concrete you may have traditional ‘hard coat’ stucco.” eifsfacts.org at <http://www.hadd.com/eifs/basics.htm>.

It is also not easy to tell one manufacturer’s EIFS from another’s: “Although EIFS are proprietary products, there are many similarities, and differences, in the way they are installed. In order to know how a given EIFS should have been installed, you need to know whose product it is. Most EIFS, once installed, are indistinguishable, but you will need to know whose product it is in order for the Manufacturer to be willing to help you; Ford dealers don’t fix Chevies. Local EIFS distributors and contractors can sometime [*sic*] help you determine whose product it is. You should be aware that while it is technically possible to take samples of an EIFS and have it analyzed in a lab to determine whose product it is, this is an expensive proposition, requiring cooperation with EIFS Manufacturers, and is sometimes inconclusive.” Robert G Thomas, Jr, *op. cit.* n. 2, at 17.

There are more than a dozen EIFS manufacturers. Some of the more common ones include Dryvit (www.dryvit.com); Finestone (www.degussa.com); Omega Products (www.omega-products.com); Master Wall (www.masterwall.com); Preswitt (www.preswitt.com); Senergy (www.degussa.com); Sto (www.stocorp.com); TEC (www.hbfuller.com); TEIFS Wall Systems (www.teifs.com); Parex (www.parex.com); Stuco-Flex (www.stucoflex.com); and Pleko (www.pleko.com). The EIFS industry is represented by a number of trade associations, including EIFS Industry Members Association, or EIMA (www.eifsfacts.com); Association of Wall & Ceiling Industries, or AWCI (www.awci.org); Northwest Wall & Ceiling Bureau (www.nwcb.org); and Texas Lath & Plaster Contractors Association (www.tlpc.org).

⁶ As one commentator, interested in determining whether EIFS-clad homes were discounted in the market place (and finding that they were not), noted: “Numerous class action suits have been filed on

EIFS is a barrier system which is intended to keep water out.⁷ If, however, water penetrates into the interior of the system, it is often unable to escape and can result in damage to the substrate and other interior wall materials.⁸ In some cases, the moisture intrusion and resulting deterioration of interior wall components can produce an environment conducive to mould growth.⁹

behalf of EIFS homeowners against EIFS manufacturers and installers. Not surprisingly, manufacturers blame installers for the problems, while contractors say the manufacturers have produced a defective product. North Carolina has recently banned the use of EIFS in residential buildings and Georgia may soon implement similar restrictions. Equally disturbing for homeowners is that many insurance companies will not cover damage due to EIFS systems." Leonard V Zumpano *et al.*, *A Report on Exterior Insulation and Finish Systems: What Real Estate Professionals Need to Know*, Alabama State Research and Education Center (February 2000). See also, Kenneth H Johnson *et al.*, "Exterior Insulation and Finish Systems: The Effect on Residential Housing Prices and Marketing Time", *J of Real Estate Research*, 12 (2001) (authors report that market is not discounting EIFS-clad homes, but the presence of EIFS significantly extends the property's marketing time).

⁷ As described by the National Association of Home Builders: "This type of system is called a *face sealed barrier EIFS* and resists water penetration at its outer surface. It is not intended to drain water that gets behind it. It differs from other types of cladding that have a weather resistive barrier behind the cladding (tar paper or house wrap, and/or it may have air spaces between the cladding and substrate. There are many types of cladding materials that look like stucco. Traditional stucco is made of cement and is different than EIFS cladding . . . Other types of 'hybrid' stucco include polymer/cement base coat directly applied to a substrate, or traditional stucco with an acrylic finish coat." National Association of Home Builders, *EIFS Facts: Commonly Called Synthetic Stucco*, www.nahb.org (emphasis in original).

Since about the mid-1990s, there have been "drainable" EIFS products on the market: "Drainage EIFS were introduced in the mid-90s, and are currently used mostly on wood-framed buildings. It is required by code in some localities. Drainage EIFS walls incorporate a means to handle water that gets past the outside face of the EIFS. This capability usually has some type of secondary water barrier outboard of the wall's framing, and a drainage cavity between the EIFS insulation and the wall framing. Some drainage systems create the cavity using vertical slots on the back of the insulation. Others use a spacer between the insulation and the water barrier, or even simply create a cavity between a trowel-on water barrier and the insulation, by using the EIFS adhesive. Barrier EIFS are simpler and easier to install than drainage EIFS. Hence they are less expensive. The two types of EIFS look virtually identical once installed. It is not possible to convert an existing barrier EIFS to a drainage EIFS." Robert G Thomas, Jr, *op. cit.* n. 2 at 3.

Some commentators note that, while drainable EIFS handle moisture intrusion better than barrier EIFS, these newer systems can still have trouble shedding water: "All exterior walls have moisture within them. There are acceptable levels and there are drainage or drying processes built into most systems. Once water gets behind the EIFS, it has great difficulty escaping, even through weeps or other integrated drainage methods." David L Grenier and William J Jorgensen, *op. cit.* n. 4.

⁸ As one commentator noted: "There are two major problems with EIFS clad homes. If water penetrates an EIFS home, usually near windows, doors, chimneys or other joints, it can become trapped because EIFS is impermeable to water. The trapped moisture then begins to rot wood sheathing and framing and support members, which can then result in significant repair costs. Therefore, it is critical that EIFS homes be inspected for excessive moisture and that their windows, doors, and joints be properly sealed and caulked to prevent future water penetration. There is also considerable evidence of an increased likelihood of termite infestations in EIFS clad homes. If EIFS is in contact with the ground, it apparently attracts and allows easy entry of termites. It is now standard practice for both EIFS manufacturers and inspection companies to recommend a minimum distance of six to nine inches between the EIFS cladding product and the surface of the ground. Unfortunately, in both the above situations (excessive moisture and termites), the damage is usually not readily apparent until it is far along and extensive. Ken H Johnson *et al.*, *op. cit.* n. 6, at 290-291. See also, JA Kilpatrick *et al.*, "The Performance of Exterior Insulation Finish Systems and Property Value", *The Appraisal Journal* (January 1999).

⁹ Determining the causes of mould growth and, worse yet, who might be responsible, can be a notoriously difficult process. For example, with respect to wall construction, such items as choice of interior wall finishes can be important: "Interior finish selection is a critical consideration, especially in humid climate design. The contribution of the interior finish to severe moisture and mold problems in

It is rarely the case that the EIFS components themselves fail, resulting in moisture infiltration.¹⁰ Rather, it is where the EIFS interfaces with other building components, such as windows, doors, decks and roofs, that the real problem lies. The caulking or sealant applied at these locations may be inadequate, or fail over time, allowing moisture to penetrate into the interior of the wall system.¹¹

existing and new buildings is well documented. Using an impermeable interior finish without full consideration of infiltration, outdoor dewpoint temperatures, and the possibility of condensation at the primary vapor retarder location will often result in moisture entrapment and mold problems. Vinyl wall covering is a commonly used interior finish and normally has a low permeance (or a very high resistance) to water vapor migration through a wall system. A problem can develop, however, in hot, humid climates when outside air infiltrates a wall cavity, contacts a cooler surface, condenses, and cannot dry. (The vinyl wall covering's high vapor retarder characteristics prevents the condensation from drying.) The condensation will degrade the finished substrate, usually gypsum board, providing an excellent growth medium for mold. Consequently, vinyl wall covering should be limited to areas where moist air is unlikely to infiltrate (that is, interior walls) or in buildings where positive building pressurization can be ensured. In cold climates the use of vinyl wall covering is not a problem and will, in fact, retard the unwanted diffusion of warm moist air into the wall cavity where condensation can occur in the exterior side of the thermal insulation. In general, in hot, humid climates the permeance of the interior finish material should be significantly higher than the permeance of other components in the wall system. This difference will allow moisture vapor that enters the wall system to migrate into the conditioned space, where the vapor eventually will be removed by the AC system. To ensure success, all portions of the wall system located inwardly from thermal insulation must be more permeable than components external to the thermal insulation. Again, the reverse of this condition is advised in cold climates where moisture should not be trapped inside the cavity on the exterior of the thermal insulation." J David Odom and George H DuBose, *Preventing Moisture and Mold Problems in Hot, Humid Climates: Design and Construction Guidelines* (2003) at 2-12 and 2-13. A recent report suggests that physical defects in buildings play a far smaller role than other factors (work stress, long hours, unsupportive management) in manifesting ailments associated with sick building syndrome: A F Marmot, et al., "Building Health: An Epidemiological study of 'Sick Building Syndrome' ", *Whitehall II Study, Occupational and Environmental Medicine*, 63: 283-289 (Apr 2006).

¹⁰ See National Association of Home Builders, *op. cit.* n. 7: "Interfaces between EIFS and dissimilar materials are a common source of water intrusion, not the EIFS lamina (base coat and finish coat). The most frequent source of water intrusion is windows. Water frequently enters the EIFS at window locations in two ways: Either through the joint around the perimeter of the window or through seams and joints in the window construction itself. Large quantities of water resulting in some of the most severe damage have frequently been discovered entering behind where a roof meets and terminates at the lower edge of a wall. Other potential sources of water intrusion are chimneys, decks, and any other penetration of the EIFS lamina . . . Although the likelihood of penetration through the lamina is remote, water can enter the system through cracks in the lamina."

Another commentator identified major sources of water or moisture infiltration in EIFS as follows: (1) sealant has come to the end of its life; (2) sealant has become de-bonded from the EIFS; (3) the sealant itself is defective (production defect); (4) flashings were improperly designed and/or installed; (5) EIFS-to-window not properly sealed, or not at all; (6) windows themselves leak; (7) window weep holes are plugged; (8) surface mounted objects are not properly sealed; (9) penetrations through the EIFS are not properly sealed; (10) EIFS itself is porous. Robert G Thomas, Jr, *op. cit.* n. 2, at 20.

Where moisture does penetrate the EIFS itself, it is usually due to cracks in the lamina ("lamina" is the term used to denote the base coat and finish coat). There are many reasons why EIFS lamina may crack, including: (1) reinforcing mesh is not present at all; (2) reinforcing mesh is not lapped at the crack location; (3) gaps exist between ends of insulation boards; (4) adhesive exists between ends of insulation boards; (5) a joint is not present where one should be; (6) the wall flexes too much; (7) the reinforcing mesh has failed; (8) the wrong type of insulation was used; (9) the insulation board has shrunk within the EIFS; (10) racking forces are present at the corners of the openings; (11) the mesh was damaged as it was being installed; (12) the depth of an aesthetic reveal is too deep. Robert G Thomas, Jr, *op. cit.* n. 2, at 18.

¹¹ See David L Grenier and William J Jorgensen, *op. cit.* n. 4: "It is recommended by the manufacturer that a professional caulker and sealer complete the seal around all window and door openings. However,

2. Who is to blame?

A vigorous debate has raged over whether the problems with EIFS-clad structures are due to poor workmanship or poor product design.¹² EIFS manufacturers contend that their products are safe and soundly designed

real problems occur when homeowners add an attached deck and crack the EIFS waterproof system, or attach a hose rack to the side of the EIFS-coated house. Both of these examples greatly reduce the integrity of the waterproof system. Another mistake made by homeowners is not maintaining the caulk around window and door openings. This also causes water to infiltrate and get behind the EIFS."

National Association of Home Builders, *op. cit.* n. 7: "Unlike other types of cladding, the design of barrier EIFS does not allow the draining of water that gets behind the system, either through building components (openings in the building envelope for doors, windows, etc.) or when sealants break down or crack."

¹² This debate commonly plays out in the courtroom between experts, where testimony is elicited about the failings of nearly all those involved in the design, manufacturing, and installation process. A typical example can be found in the Ohio appellate decision in *Mahvi v. Stanley Builders*, 2005 WL 3366973, *4 (Ohio Ct App 11 Dist, 9 Dec 2005):

"After inspection of the home, Zwyer concluded that '[t]he leakage and subsequent damage to the Mahvi residence was not the result of any defect in design and manufacture of the EIFS or its materials. The leakage and subsequent damage is the result of the lack of proper roof edge termination, leaking windows and the contractor's failure to construct the exterior walls in accordance with the manufacturer's typical instructions and details and the Architect's details. The fact that the exterior cladding material is EIFS is immaterial to causes of the leakage and the resulting damage. It is our opinion that, if the residence had been clad with a stucco system, which is a water management system as recommended by [the Wright Report] that was not available as an EIFS system in 1988, and the contractor had utilized the same lack of diligence to proper construction, the damage to the sheathing and framing would likely have been greater.'

RPM [the alleged maker of the exterior finish coat, although there was much dispute over whether the product was actually made by RPM] also used the Wright report to support its motion for summary judgment. The report, which was supported by affidavit, produced on behalf of the defendant, and provided to RPM during the course of discovery, asserted that '[t]he barrier EIFS design concept by Parex is inherently flawed and does not perform as intended'.

The report went on to explain that '[i]nstallation deficiencies increased avenues through which water intrusion occurred that seriously aggravated and accelerated damages to building components behind the EIFS. However, Parex designed the installation details and methods that were prone to fail and provided inadequate training to applicators for the installation of the barrier EIFS that contributed to the installation deficiencies. Installation deficiencies reported at the Mahvi residence were types of deficiencies commonly found on residences with barrier EIFS claddings.'

The Kraly report, which was also used in support of RPM's motion for summary judgment, concluded, in relevant part, that '[d]eterioration of the EIFS installation at the residence located at 14611 Shore Court-Novely, Ohio 44072, occurred over an extended period of time and exhibited signs that the problems that developed at [sic] are part of the comprehensive list . . . including: 1) Cracking; 2) Inadequate Closure; and 3) System Detachment. As described in this report and attached publications, some of the problems are attributed to installation errors, lack of required materials and maintenance issues, all of which resulted in an excessive amount of destructive moisture within the components.'

Taken together, these reports uniformly conclude that installation deficiencies and poor maintenance were the cause of the damage to appellants' home, rather than any inherent defect to the product. On the basis of this evidence, RPM shifted the burden to appellants to show that there was a genuine issue of material fact on each element of their products liability claim, by demonstrating that there was no connection between the damages suffered by appellants and the failure of an RPM product. Appellants acknowledged as much in their brief in response to RPM's motion for summary judgment."

The court's conclusion should not be interpreted as a blanket statement that the EIFS was not defective. Later on in the opinion the court notes that, because appellants "fail to establish any connection between RPM and Parex, the trial court's grant of summary judgment was appropriate". *Mahvi v. Stanley Builders*, above.

and can perform more than adequately if properly installed.¹³ Others, including some construction professionals and EIFS homeowners, contend that all EIFS is defective.¹⁴ Truth is elusive.¹⁵

¹³ A "Frequently Asked Question" format from one industry source contains the following exchange:

Q. I see a lot on the internet about EIFS being a 'bad' product? Is this true?

A. No. EIFS as a product is just fine. There have been some cases of EIFS clad walls not performing well, but the EIFS itself was not the cause, although the internet says it is. Most of this 'bad press' comes from uninformed sources, or from people 'trolling' for business using fear as a motive to gain sales or notoriety. It's disgusting.

Q. Does EIFS leak?

A. No. EIFS itself does not. Almost all leaks in EIFS-clad walls assemblies occur where the EIFS meets another wall element, such as windows, doors, flashings and caulking. Tell your lawyer to blame someone else."

R Gordon Thomas, *Frequently Asked Questions (FAQs) About EIFS* (2005), available at www.eifs.com. Mr Thomas does consulting work on EIFS issues and his website describes him as "an architect by education, former Manager of Technical Services at Dryvit company, chairman of the American Society for Testing and Materials (ASTM) committee on EIFS, and author of countless publications about EIFS"; Robert G Thomas, Jr, *op. cit.* n. 2, at 1.

¹⁴ National Association of Home Builders, *op. cit.* n. 7: "NAHB believes that homes with barrier EIFS can develop moisture intrusion problems even when properly constructed according to industry standards"; G K Garten, "Rain Penetration and its Control," 40 *Canadian Building Digest* (1963): "It is not conceivable that a building designer can prevent the exterior surface of a wall from getting wet nor that he can guarantee that no openings will develop to permit the passage of water . . . Even more difficult is the maintenance of a perfect joint over a reasonable period of time, because of the aging of sealant and because differential movements between the elements constantly flex and stress the joint material. Skill and new sealing materials can be employed, but it is seldom possible to guarantee that no openings will develop to permit the passage of water."

¹⁵ As one commentator put it:

"Arguably, manufacturers, installers and general contractors all contributed to the problems which thousands of synthetic stucco homeowners are now suffering. Of course, the manufacturers claim that if their instructions had been followed, moisture would not have intruded and destroyed the framing of the synthetic stucco homes. The general contractors rebut this argument by claiming that the system simply cannot be constructed to the degree of perfection required in order to prevent moisture intrusion. The case which builders make against the manufacturers is reasonably straightforward. They contend that there are several ways in which the manufacturers designed, marketed, and sold the defective product, including:

The synthetic stucco system is not an effective barrier system. It is impossible in the field to build a system which prevents water from reaching a home's sheathing and studs. Newer 'water management' synthetic stucco systems (and the latest position espoused by EIMA [EIFS trade association]) recognise this fact. New systems incorporate a moisture barrier on the sheathing to drain the moisture and have a weep capability which sheds the water. EIFS is a multi-component system, which potentially involves many different trades if it is to be installed correctly—namely, installers, roofers, framers, general contractors, painters, etc. The manufacturers knew about the system's complexities and failed to adequately train or inform those in the field who were responsible for various aspects of installation. Most importantly, the manufacturers received thousands of complaints over the last decade about installation deficiencies, were well aware of widespread misapplication and took insufficient steps to rectify these problems.

Besides giving incomplete information to those responsible for applying the system, the manufacturers sold EIFS as a low or no maintenance product. Nothing could be further from the truth. EIFS is a complex, unforgiving and extremely high maintenance cladding. In its [sic] defense, the manufacturers say that if a system is installed according to specifications, no moisture intrusion, and no damage, will occur. The manufacturers essentially contend that the system can be installed in a manner which prevents moisture intrusion. The fact that it is not so installed represents the case against the stucco installer and the general contractor.

3. Judicial expressions of who is at fault

There are few court decisions addressing ultimate responsibility for moisture intrusion in EIFS cladding. A decision from Norfolk Circuit Judge, Joseph A Leafe, in *Board of Directors of the Bay Point Condominium Association, Inc v. RML Corp.*,¹⁶ has received a fair amount of attention, particularly from those seeking recovery from EIFS manufacturers. Judge Leafe determined that Dryvit's barrier EIFS system, known as "Outsulation", was defective:

"The record in the instant case is replete with evidence showing that Dryvit's Outsulation did not pass without objection in the trade and that Outsulation was not fit for its ordinary purpose at the time it was sold to RML, or for that matter, at any time at all.

It is obvious to this Court that Outsulation does not pass without objection in the trade. RML presented several experts to prove this point and it is evident from the testimony elicited at trial that Outsulation has many vehement opponents within the architectural, design, and building communities. These communities constitute a large segment of the advising and purchasing public for building materials such as Outsulation and thus, reasonably constitute the 'buying public' as noted in the statute [Virginia's version of Article 2 of the Uniform Commercial Code].

The manufacturer's case against the installer and builder is also straightforward. Dating back to the late 1980s, there were industry standards governing application of EIFS. These were promulgated and published by EIMA, and refined by individual manufacturers. Most manufacturers issued details and specifications (of widely varying quality) for installation of the product. For numerous reasons, these details and specifications were grossly ignored in the field. Regular features of misapplication include:

- The absence of proper kickout flashing at roof wall intersections, and the absence of sill, header and pan flashing at windows.
- The absence of sealant joints around windows and doors, and other locations where synthetic stucco meets dissimilar materials such as wood.
- The absence of backer rods where there are sealant joints.
- The absence of sufficient caulking or sealant in these areas.
- The absence of sealants at penetrations where gutters, downspouts, and other fixtures are attached to the house.
- Insufficient thickness of the base coat. Base coat thickness is required to be at least one-sixteenth of an inch.
- Inadequate backwrapping.
- The absence of moisture barrier on the sheathing.
- Improper application of foam panels, resulting in delamination and cracks, through which water intrudes.
- Absence of rough opening flashing around the windows, to permit EPS board to be adhered to the sheathing directly.
- Bringing the synthetic stucco into the ground, providing a ready route for termites.
- Using the wrong kind of adhesion, or applying adhesives incorrectly, resulting in delamination, cracks and moisture intrusion.
- Misapplication of mechanical fasteners which adhere the foam to the sheathing.

Most of these requirements were addressed in the manufacturers' specifications. In essentially every synthetic stucco house built before 1996, however, one or more of these specifications is violated. Such improper application is one of the primary reasons for current moisture damage to houses.

So the question remains: Defective product or shoddy construction? A strong case can be made that it is a little bit—or a lot—of both."

See EIFS Legal Network, *EIFS Problem or Shoddy Construction?*, www.eifslaw.com.

¹⁶ At Law, No CL99-475 (28 Jan 2002).

The testimony elicited at trial also established that an acceptable exterior cladding must be sufficiently durable so as to shed water from the face, and exclude water from the interior, of a building structure. Unlike Outsulation, well-known and highly tested materials such as brick, hardi-plank, and molded vinyl routinely demonstrate the ability to divert or drain water that inevitably intrudes through common points of intrusion, or are of a nature that allows the water to evaporate through the material . . .

The evidence adduced at trial made it clear that there were no accommodations made, or redundancies built-in, for the inevitable water intrusion that would occur behind Outsulation, even though Dryvit acknowledged Outsulation's problems with water intrusion years prior to Spyglass's construction. As stated by Dr Robert Kudder, defendants' witness, '[t]he exterior wall has to function as a barrier, otherwise it is not doing its job as a wall'. Therefore, Outsulation by not being able to function as a barrier, fails as an acceptable wall system . . .

This Court finds that Outsulation is not fit for its ordinary purpose because it did not provide the alleged barrier to water intrusion and as a consequence trapped water behind the system; it did not provide a means to drain or divert water that intruded behind the 'barrier' system; it failed to provide accurate specifications, instructions, and details for common points of water intrusion; and because Dryvit abandoned any type of training program, it failed to properly train applicators, all the while 'certifying' them to apply Outsulation.

This Court remains unpersuaded that the incorrect installation of Outsulation and admitted shoddy construction at Spyglass constitute misuse of the product, caused the failure of the Outsulation system or even mitigates defendants' responsibility in the instant matter. Defendants failed to maintain a training and certification program even though certifications for applicators were issued on a yearly basis. Defendants also failed to provide critical and necessary details, specifications, and instructions regarding Outsulation, common points of water intrusion, and information on how to integrate the Outsulation with other building components.

While the Court finds that the installation complied with the general standards in the trade, even if the Outsulation were perfectly applied according to Dryvit's specifications, instructions, and details, the patented Outsulation 'system' consisting of the method of application and the component parts, is intrinsically defective and thus, is not merchantable. The representations made by defendants in relation to the Outsulation product cannot, under any circumstances, be fulfilled. Outsulation is far from maintenance-free and is not suitable for use on wood framed residential construction."¹⁷

¹⁷ *Ibid.*, available at www.eifsfacts.org and www.hadd.com. Other decisions hew to a contrary line of reasoning. For example, in *Oechsner v. Porter*, 169 F Supp 2d 1322, 1324 (SD. Ala 2001) a contractor's third-party claim against an EIFS manufacturer was rejected for lack of evidence establishing the product was inherently flawed:

"Porter's theories of recovery against Parex and KPJ are all based on the assumption that the EIFS system is inherently flawed because proper installation can only be accomplished with machine calibrated application, something nearly impossible to accomplish in the field. The problem with the theory, however, is that it is not supported by the evidence. Even Porter's own expert, Fell, opined that EIFS does suffer from 'not having the ability to provide adequate exterior cladding *due to misuse of the products by applicators . . .*', which problems ' . . . have also been greatly heightened by moisture intrusion problems associated with adjacent construction items such as windows, sealants, doors, roof, and flashings'.

This Court finds that all of these problems, Porter brought upon himself, through his own neglect of prudent construction/application principles in the construction of the Oechsner's [*sic*] house. Fell was unequivocal in his testimony, and as a result, this Court finds that EIFS systems can be installed to a degree of success as high as 90%. Fell had no way of knowing whether the application by Porter's subcontractor of the EIFS coating on the Plaintiffs' house was 90% or 10% successful, because by the time he was retained, the home had been completely remediated and none of the original Porter installed EIFS system, flashing, or sealants, were available to test.

4. Suitability concerns over the use of EIFS

This controversy suggests that there is a significant suitability issue with respect to the use of EIFS in residential construction. This is particularly the case where climate considerations and the availability of suitably trained construction trades create heightened concerns. The National Association of Home Builders has developed a white paper on the key quality control points for builders using EIFS for new home construction.¹⁸ This report admonishes contractors to ensure that the selected EIFS is approved by: (1) the local code enforcement body; (2) the homeowner's liability insurer; (3) the trade contractor's liability insurer; (4) the EIFS manufacturer (for climate region); and (5) the homeowner's mortgage lender. The report also notes:

"As the risk of water intrusion increases, the selection of a water-managed EIF system becomes increasingly significant. Moisture intrusion risks increase in wet climates and in windy areas. Building design factors may also contribute to moisture intrusion risks, including complex roof lines, elaborate siding surface features, and number and extent of penetrations that interrupt the siding surface. All of these factors must be considered when determining which type of EIF system, water-managed or barrier, is appropriate for application as an exterior siding."¹⁹

Thus, Porter's claim against Parex and KPF [*sic*] fails if for no other reason than he has not proven by a preponderance of the evidence what degree, if any, of the damage to the Plaintiffs' home was caused by any alleged defect in the EIFS system itself. This Court finds the evidence in this case has failed to establish any such defect, and even if it had been established, damages cannot be awarded based on speculation, conjecture, or surmise." (Emphasis in the original.)

See also, Brett L Crumpton, *The History of EIFS—A History of Problems* (2004): "In May, 2002, a case went to trial in Washington state against another EIFS supply manufacturer, Sto Corporation. After six weeks of trial the jury found that: (1) Sto Corporation supplied a product which was not reasonably safe because adequate warnings or instructions were not provided with the product; (2) Sto Corporation was negligent in that the product was not reasonably safe because adequate warnings or instructions were not provided after the product was manufactured; (3) the unsafe condition of the EIFS was the proximate cause of the homeowners' damage; and (4) Sto Corporation violated the Washington State Consumer Protection Act. *Mayer v. Sto Corporation, et al.* [98 P 3d 116]." Mr Crumpton also contends that (1) the EIFS Trade Association, EIFS Industry Members Association (EIMA), has adopted an "official position" that barrier EIFS should not be used on residential construction, and (2) that barrier EIFS in residential construction is prohibited by the building codes of a large number of jurisdictions. See also National Building Code of Canada, Part V, 1990 Edition ("When the sealants of a face-sealed cladding fail, the walls lose their water-tightness and air-tightness; this translates into severe disability of the envelope in performing its intended functions. As a consequence, face sealed walls require frequent and costly maintenance during the life of the building. The approach has little to recommend it and is considered impractical for buildings in Canada."); US Gypson Co., "USG Press Room: Summary of EIFS Research" (1996) ('US Gypson believes that the relative quality of construction of EIFS claddings in New Hanover County is representative of other markets in the US. Factors that influence the integrity of EIFS walls include design, workmanship, window quality, sealant performance and long-term maintenance of sealants. Additionally, local climate conditions and vapor-control practices will affect wall-drying potential. As such, US Gypson has concluded that barrier-EIFS construction and maintenance is impractical and EIFS performance is unreliable." Quoted at www.eifsfacts.org and www.hadd.com.

¹⁸ NAHB Research Center, Inc, *Quality Plan for Installation of Exterior Insulation and Finish Systems (EIFS)* (1999), available at www.c-risk.com/Construction-Risk/eifsqp.pdf.

¹⁹ *Ibid.* at 5. The NAHB Research Center has a toll-free number (1-800-898-2842), and may be contacted with technical questions about EIFS. The report also contains a very complete quality assurance review checklist covering over 60 separate aspects of the selection, installation and inspection process. For another helpful checklist, see Robert G Thomas, Jr, *op. cit.* n. 2, at 29.

Risk management experts concur that the success of any EIFS is dependent upon a proper suitability review and quality installation methodology.²⁰ All interested industry participants, including manufacturers, design professionals, contractors, owners, mortgagees and insurers must strive to achieve the quality control necessary to make these systems work. Quality training and installation instructions are critical. Regular site inspections by properly trained individuals in QA/QC for the particular system being installed (most likely a manufacturer's representative) is an important feature of any quality control programme.²¹ Design coordination between the professional responsible for the overall project and the EIFS manufacturer is an important factor. It is important that proper materials selection is specified and that the EIFS product is suitable for the project in question.²²

IV. A BRIEF OVERVIEW OF EIFS LITIGATION

Litigation over the design, manufacture and installation of EIFS can be expensive, and typically involves a great variety of legal theories including

²⁰ See David L Grenier and William J Jorgensen, *op. cit.* n. 4.

²¹ In the words of one risk management consultant:

"[W]e believe that the situation can be greatly improved if loss control field personnel conduct job inspections as follows:

- A loss control person should be present during critical EIFS installation times. This may require more time spent on the job than typically figured, but the extra time will be required until the EIFS situation is under control. A loss control person's presence may not guarantee zero defects, but it will improve the potential for a quality installation process.
- All EIFS installers should be checked for their installer's certification card. Some form of additional identification should also verify their identity; e.g. driver's license, etc.
- Site inspections should be conducted both with scheduled site inspections and unannounced visits.
- All QC/QA personnel should have on their person the recommended manufacturer's installation specifications for the particular product being applied.
- Inspection personnel should pay particular attention where dissimilar products meet; e.g., window frame to EIFS, door frames to EIFS, where different materials tie-in at inside and outside corners.
- Only products that have a water management system should be incorporated into the design. A weep system should be incorporated into the design along with the drainage channels, if applicable, on the backside of the extruded polystyrene (EPS).
- Careful attention needs to be made at the fastening of the EPS to eliminate penetrations."

David L Grenier and William J Jorgensen, *op. cit.* n. 4.

²² For example, the interaction between the building envelope and its HVAC system can be of critical importance: "In hot, humid climates the interrelationship between the building envelope and the building HVAC system is especially critical. Moisture and mold-related IAQ [indoor air quality] problems in humid climates are often misdiagnosed as either exclusively envelope- or HVAC-related, because the complex relationship that exists between both systems is not always clearly understood. Once moisture problems occur, many investigators fail to account for the fact that, on a cooling season basis, HVAC-induced moisture can equal or sometimes far exceed the amount of moisture attributable to rainwater leaks. Additionally, HVAC-induced moisture can mask, or obscure, rainwater leakage problems because it is often an envelopewide problem. This misunderstanding can lead to misdiagnosis which often results in spending repair dollars modifying the building envelope to solve moisture,

breach of implied warranties (both merchantability and fitness for a particular purpose), breach of express warranties, negligence, negligent misrepresentation, fraud, breach of contract, Consumer Protection Act violations, breach of implied warranty of habitability, breach of workmanlike performance warranties, products liability claims, claims for indemnity and contribution, violations of the Magnuson-Moss Act, and violations of the Lanham Act.²³ If there is a theme that plays itself out in the reported decisions, it is that many of these claims are subject to a statute of limitations or statute of repose defence.²⁴ This is not surprising, given the fact that moisture infiltration problems, particularly in exterior wall systems, can take a long time to manifest themselves. When they do, it is not entirely clear just where the problem lies. Commonly encountered issues include:

- (1) What is the appropriate statute of limitations/statute of repose for the particular claim at issue?²⁵

microbial growth, and other IAQ problems when simply modifying the HVAC system would have been less expensive and more effective." J David Odom and George H DuBose, *op. cit.* n. 9, at 1-10, 1-11.

²³ See *Mayer v. Sto Industries, Inc.*, 98 P 3d 116 (Wash Ct App Div 2, 2004) (alleging violations of Consumer Protection Act and Product Liability Act); *Andres v. McNeil Co, Inc.*, 707 NW 2d 777 (Neb, 2005) (alleging theories of negligence, breach of implied duty to perform in workmanlike manner, breach of implied warranty of habitability, fraudulent concealment, and breach of express warranty); *Weiss v. Polymer Plastics Corp.*, 21 AD 3d 1095, 802 NYS 2d 174 (NYAD 2005) (alleging fraud, breach of express and implied warranties, strict products liability, and deceptive trade practices); *In re Strucco Litigation*, 364 F Supp 2d 539 (ED NC, 2005) (alleging negligence and strict liability); *McFadden v. Dryvit Systems, Inc.*, 2004 WL 2278542 (D Or, 8 Oct 2004) (alleging deceit, strict liability, and violation of the Magnuson-Moss Warranty Act, 115 USC §2301 *et seq.*, breach of implied warranty of merchantability, and breach of implied warranty of fitness); *John Q Hammons Hotels, Inc v. Acorn Window Systems, Inc.*, 2003 WL 22852124 (ND Iowa, 15 Oct 2003) (alleging claims for express warranty, implied warranty, negligence, strict liability, breach of contract, negligent misrepresentation, as well as indemnity and contribution); *Hansen v. Stanley Martin Companies, Inc.*, 585 SE 2d 567 (Va 2003) (alleging violations of Maryland Consumer Protection Act, breach of contract, fraud, negligence and negligent misrepresentation); *Park Avenue Condominium Owners Association v. Buchan Developments, LLC*, 71 P 3d 692 (Wash Ct App Div 1, 2003) (breach of implied warranties and violation of warranties under state's Condominium Act); *Palte Home Corp v. Pavex, Inc.*, 579 SE 2d 188 (Va 2003) (breach of express warranty, breach of implied warranty, indemnification and contribution); *Swain v. Preston Falls East, LLC*, 576 SE 2d 699 (NC Ct App, 2003) (negligence, breach of implied warranties, negligent misrepresentation, gross negligence and unfair and deceptive practices); *Everts v. Parkinson*, 555 SE 2d 667 (NC Ct App, 2001) (allegations of fraud, negligent misrepresentation, breach of contract, breach of warranty and negligence); *Parker-Smith v. Sto Corp.*, 551 SE 2d 615 (Va 2001) (false advertising, breach of warranty and fraud); *Groppe v. Sto Corp.*, 552 SE 2d 118 (Ga Ct App 2001) (strict liability, breach of contract, breach of warranty, fraud and negligence); *Medlin v. Fyco, Inc.*, 534 SE 2d 622 (NC Ct App, 2000) (breach of implied warranty of habitability); *Boackle v. Bedwell Const Co, Inc.*, 770 So 2d 1076 (Ala 2000) (fraudulent suppression claim); *Maday v. Toll Brothers, Inc.*, 72 F Supp 2d 599 (ED Va, 1999) (false advertising claim under the Lanham Act, 15 USC §1125(a)); *Hall v. Harris*, 521 SE 2d 638 (Ga Ct App 1999) (fraud, negligent misrepresentation, breach of contract and negligence *per se*); *Centex-Rooney Const Co, Inc v. Martin County*, 706 So 2d 20 (Fla Ct App 4 Dist 1998) (breach of contract).

²⁴ For a fuller discussion of construction-related statutes of limitation and repose, see *Bruner & O'Connor on Construction Law* at §§7:174.50-174.62.

²⁵ See *Stimson v. George Laycock, Inc.*, 542 SE 2d 121 (Ga Ct App, 2000) (six-year limitation period for contract actions applied rather than four-year statute of limitation for damage to property actions); *Parker-Smith v. Sto Corp.*, 551 SE 2d 615 (Va 2001) ("catch-all" limitation period applied to claim for false advertising).

- (2) Just when did the cause(s) of action accrue?²⁶ and
- (3) Whether some theory of waiver of estoppel operates to toll the operation of the limitations period?²⁷

²⁶ This issue is most often a factual question of who knew what when. Sometimes, however, courts discuss the broader question of just what needs to be discovered—the injury or the fact that a legal wrong has been committed. A homeowner discovering moisture in his or her home may have stumbled upon an injury but may have no idea of its significance or whether legal redress is available. The courts split on this question with the majority favouring accrual on the mere discovery of a problem. See *John Q Hammons Hotels, Inc v. Acorn Window Systems, Inc*, 2003 WL 22852124 (ND Iowa, 15 Oct 2003) (discovery of leaks sufficient to trigger running of statute of limitations); *Mayer v. Sto Industries, Inc*, 98 P 3d 116 (Wash Ct App Div 2, 2004) (violations of Consumer Protection Act accrued and four-year limitations period began to run, not when homeowners first noticed rust stains around their windows, but later when they discovered dry rot and began to think that combination of windows and siding was cause of their problem); *Everts v. Parkinson*, 555 SE 2d 667, 670–671 (NC Ct App, 2001) (“We believe the Parkinsons were not entitled to summary judgment on the basis of the statute of limitations because the facts here are in conflict as to when the statute of limitations period started to run. The parties do not dispute that all of the plaintiffs’ claims against Parkinson are three-year statute of limitations set forth in NC Gen Stat §152. There is also no dispute that plaintiffs’ causes of action did not accrue until the defect or damage to plaintiffs’ property became apparent or ought reasonably have become apparent to them. Thus, whether these claims are barred by the statute of limitations requires a determination of when the alleged defect or damage became apparent, or ought reasonably to have become apparent to plaintiffs.”).

The North Carolina decision is interesting in so far as it tends to blend the conflicting positions into a single statement of law. The discovery of the “damage” is significantly different than the discovery of the “defect”. Plaintiffs usually discover “damage” from EIFS problems well before they discover the “defect”. The accrual issues raised by statutes of repose are generally less difficult to apply from a factual standpoint, as these statutes generally do not run from the discovery of something but from a clearly identifiable date, such as substantial completion (although these issues are, perhaps, more controversial, as they can cut off redress even before a party has been injured). Again, another North Carolina decision reveals the difference. See *Henderson v. Park Homes, Inc*, 555 SE 2d 926, 928–929 (NC Ct App, 2001) (“Plaintiffs claim the running of the time period did not begin until the date of the purchase of their home in April of 1993. This Court, however, recently held that the statute of repose was triggered upon the purchase by the subcontractor of the EIFS for installation on plaintiffs’ home . . . Accordingly, the EIFS was first purchased for use or consumption by Southern for installation on plaintiffs’ residence. Southern installed the EIFS on plaintiffs’ home in late fall of 1992, the statute of repose, therefore, began to run before 5 March 1993, and plaintiffs’ suit, filed more than six years after Southern’s purchase of the EIFS, is barred.”)

²⁷ See *Cacha v. Montaco, Inc*, 554 SE 2d 388 (NC Ct App, 2001) (home purchaser failed to show sufficient wilful or wanton negligence by builder for subcontractor to satisfy the equitable tolling exception to the statute of repose). For a fuller description of waiver and estoppel theories and their operation on statutes of limitation and repose, see *Bruner & O’Connor on Construction Law* at §7:174.61. Because EIFS litigation often involves claims of fraud and misrepresentation, waiver and estoppel theories can play a significant role when evaluating a statute of limitations bar. Still, the claim of fraud is not a “get out of jail free” card for statute of limitations purposes. See *Hansen v. Stanley Martin Companies, Inc*, 585 SE 2d 567 (Va 2003) (fraud allegation based on claim that EIFS was maintenance-free accrued when homeowners received closing materials indicating they had to inspect their home every three months for water infiltration of the EIFS and they were responsible for maintaining the caulk seal around the home and fraud claim dismissed because plaintiffs failed to sue in time). Equitable tolling doctrines, however, are much less effective against statutes of repose. See *Monson v. Paramount Homes, Inc*, 515 SE 2d 445, 449–450 (NC Ct App, 1999):

“While equitable doctrines may toll statutes of limitation, they do not toll substantive rights created by statutes of repose. The statute of repose codified as NC Gen Stat §150(5) is ‘designed to limit the potential liability of architects, contractors, and perhaps others in the construction industry for improvements made to real property’. To allow the statute of repose to toll or start running anew each time a repair is made would subject a defendant to potential open-ended liability for an indefinite period of time, defeating the very purpose of statutes of repose such as NC Gen Stat §150(5). A statute of repose ‘serves as an unyielding and absolute barrier that prevents a plaintiff’s

Warranty claims can be subject to notice defences.²⁸ On occasion, a claim of contributory negligence may prove successful.²⁹ The economic loss doctrine can also play a role in these cases.³⁰ At least one court found that

right of action even before his cause of action may accrue', and functions to give a defendant a vested right not to be sued if the plaintiff fails to file within the prescribed period. In short, a statute of repose bars an action a specified number of years after a defendant has completed an act, even if the plaintiff has not yet suffered injury. . . .

According to Gen Stat §150(5) the statute of repose begins running at the later of the last act or omission or date of substantial completion. Other courts have held that since all liability has its genesis in the contractual relationship of the parties, an owner's claim arising out of defective construction accrues on completion of performance 'no matter how a claim is characterized in the complaint—negligence, malpractice, breach of contract'. [Citations omitted.]

Moreover, statutes of repose tend to be triggered on a more concrete event than the discovery of some condition or problem. Statute of limitations defenses are frequently more fraught with factual disputes. See *Knowles v. Mercurio Custom Homes, Inc.*, 2005 WL 27468, * 5-6 (Ohio App 1 Dist, 7 Jan 2005).

The defendants argue that it is clear that the Bindas [first homeowners] and even the Ketchums [second homeowners] 'discovered' the water damage to the house while they lived in it. They cite Pamela Ketchum's testimony that she had the windows on the house repainted several times because the paint was peeling. They also cite Doris Bindas' testimony that she discovered rotted wood in the windows. According to defendants, these problems, discovered both by the Ketchums and the Bindas, were the same problems created by the faulty EIFS and windows that formed the basis of the Knowleses' [third owners'] suit.

The Knowleses counter that knowledge of peeling paint and rotten wood in the window sills was not knowledge of the extensive water damage to the structure of the house ultimately caused by the faulty EIFS and windows. They argue that they were told, as the Bindas believed, that any problems with the windows have been fixed and would not occur again.

The trial court considered the Knowleses' argument to reflect merely a dispute about whether the previous owners had discovered the problem or part of the problem. The trial court determined that this distinction did not matter, citing *Jones v. Hughey*. In *Jones*, the court stated, 'Ohio courts have held that it is "unnecessary that the full extent of the damages be ascertainable" in determining the accrual date of a cause of action for statute of limitations purposes. . . . Thus, "an accrual of a cause of action is not delayed until the full extent of the resulting damage is known".'

But it is a question of fact whether the knowledge of the Ketchums and Bindas that paint was peeling and wood was rotting in the window sills meant they had discovered—to any extent—the fundamental problems with the house.

The defendants further argue that, at the least, the homeowners should have, through the exercise of reasonable diligence, discovered the problems. The Ohio Supreme Court has defined reasonable diligence as a 'fair, proper, and due degree of care and activity, measured with reference to the particular circumstances, such diligence, care, or attention as might be expected from a man of ordinary prudence and activity'. The court emphasized, '[W]hat constitutes reasonable diligence will depend on the facts and circumstances of each particular case'.

Under the facts and circumstances of this case, it is not a clear issue of law what a homeowner of ordinary prudence would have done when faced with peeling paint and rotting windows, or whether these problems would have suggested the extensive problems caused by the allegedly defective EIFS. It is a question of fact.

Because questions of fact remain, we sustain the Knowleses' assignment of error. We reverse the entry of summary judgment and remand the case to the trial court for further proceedings according to law."

²⁸ See *Turner v. Westhampton Court, LLC*, 903 So 2d 82, 91-92 (Ala 2004) (new-home warranty claim dismissed for purchaser's failure to give notice of defect within one year of commencement of the warranty).

²⁹ See *Swain v. Preston Falls East, LLC*, 576 SE 2d 699 (NC Ct App, 2003) (homeowner's failure to have townhouse stucco inspected before purchase amounted to contributory negligence, precluding recovery). Of course, the jurisdiction in question must recognise contributory negligence for this defence to have any traction. See also, *Bruner & O'Connor on Construction Law* at §10:118.

³⁰ See *In re Stucco Litigation*, 364 F Supp 2d 539 (ED NC 2005) (economic loss doctrine barring recovery in tort for disappointed commercial expectations precluded recovery under Illinois law on

subsequent purchasers of an EIFS-clad home could not pursue the manufacturer in negligence as no duty was owed to them.³¹

The variety of claims and the numerous defences, coupled with the extensive expert testimony necessary to establish fault and causation, makes EIFS cases very expensive to litigate. Reminiscent of Voltaire's familiar quote of being ruined twice in his life, once when he lost a lawsuit and again when he won, because EIFS litigation can be very costly, it is best to avoid it entirely by employing proper risk management practices.³²

negligence and strict liability claims); *Weiss v. Polymer Plastics Corp*, 21 AD 3d 1095, 802 NYS 2d 174 (2005) (tort-based causes of action were barred by economic loss doctrine). But see *McFadden v. Dryvit Systems, Inc*, 2004 WL 2278542 (D Or, 8 Oct 2004) (economic loss doctrine rejected under "damage to other property" exception).

³¹ *Keck v. Dryvit Systems, Inc*, 830 So 2d 1 (Ala 2002).

³² Charles Dickens's account of the never-ending will dispute in *Bleak House* is apropos:

" 'Mr Kenge', said Allan, appearing enlightened all in a moment, 'excuse me, our time presses. Do I understand that the whole estate is found to have been absorbed in costs?'

'Hem! I believe so', returned Mr Kenge.

'And that thus the suit lapses and melts away?'

'Probably', returned Mr Kenge."

Petition to Vacate
City Of Minneapolis Street, Alley or Utility Easement

Petitioner: Village Green Companies c/o Atty. Faegre Baker Daniels
Address: 2200 Wells Fargo Ctr. 90 7th St. S.
Minneapolis MN 55402-3924
Contact Person: Carol Lansing (612) 766-7005

Vacation File No.

1643

Page 1 of 2

Description of Easement to be vacated: Requesting air right over part of the alley in Block 13 of Snyder & Company's Addition (WCCO block) 16 feet wide by 72 feet long above 16.5 feet over alley grade.

Review and Comment

Utility easements cannot be reserved unless there is an existing facility within the area to be vacated. If there is an existing utility, please enclose a map showing its location.

Name of Reviewing Agency _____

Phone: _____ e-Mail: _____

Approve petition as requested

Alternate vacation of entire alley

Deny petition (provide explanation)

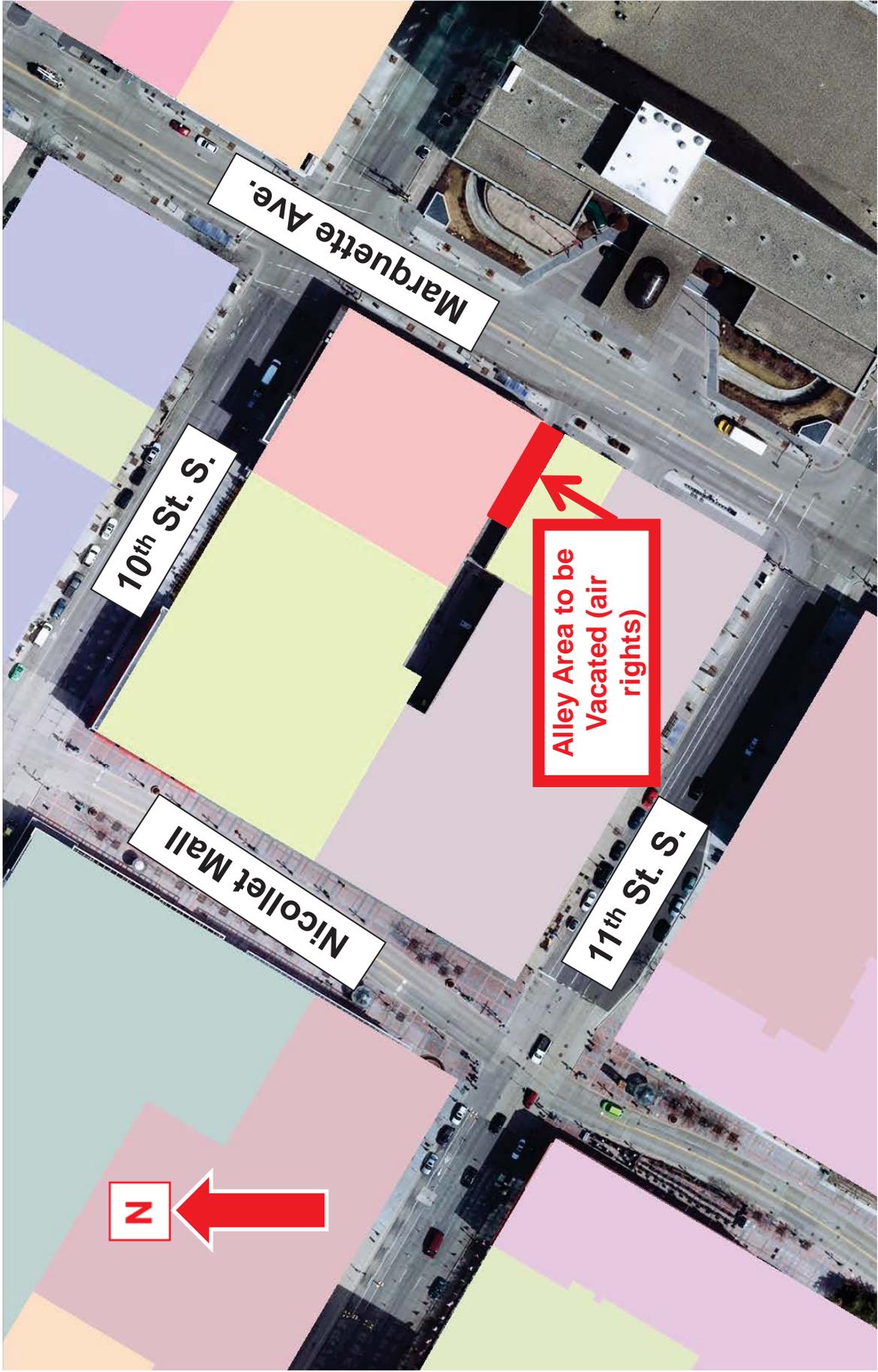
Reserve Easements (provide description)

By: _____ Date _____

Comments:

Air rights to be vacated above an elevation of 865.90 feet.

Vacation File No.
1643
Pg. 2 of 3



Air rights to be vacated above an elevation of 865.90 feet.



**APPLICATION FOR PARTIAL VACATION OF ALLEY
HANDICRAFT BUILDING CITY APARTMENTS**

REASON FOR VACATION

Partial vacation of the air rights above the alley in this block is necessary to allow for redevelopment of the parcels on either side of the alley with a single building that will span the alley a minimum of 16.5 feet above grade level. Due to the small size of the redevelopment area and the need to preserve the historic Handicraft Guild Building, the proposed lot assembly and partial alley air rights vacation is necessary to make redevelopment feasible. The area of the alley required for vehicular travel will remain in tact.

FUTURE USE OF VACATED LAND

The parcels adjacent to the alley, legally described below, are to be redeveloped as the Handicraft Building City Apartments. The historically-designated Handicraft Guild Building, located at 89-91 South 10th Street, will be renovated and will house restaurant and office space as well as apartment amenities such as concierge services, leasing functions and fitness spaces. Two other buildings, located at 1004 Marquette Avenue South and 1016 Marquette Avenue South, will be demolished and replaced with an 18-story, 293-unit apartment building. The new building will span the existing alley that runs between 1004 and 1016 Marquette. The building design in the vacated air rights area will maintain an open alley drive lane with a minimum 16.5 feet of clearance between the grade level of the alley and the building above.

DESCRIPTION OF ALLEY AREA TO BE VACATED

Those parts of Lots 7 and 8, Block 13, "Snyder & Co.'s 1st Addition to Minneapolis", according to the recorded plat thereof, Hennepin County, Minnesota, which lie southeasterly of a line drawn parallel with and distant 72.00 feet northwesterly of the southeasterly line of said Lot 7, which lie southwesterly of a line drawn parallel with and distant 16.00 feet northeasterly of the southwesterly line of said Lots 7 and 8 and which lie above an elevation of 865.90 feet (NGVD29).

LEGAL DESCRIPTION OF ADJACENT PROPERTIES

Parcel 1:

A tract of land which includes Lots 7 and 8 and a part of Lot 9, Block 13, "Snyder & Co.'s 1st Addition to Minneapolis" and Lots 7 and 8 and a part of Lot 9, Block 13, Wells, Sampson & Bell's Addition to Minneapolis, and a strip of land which was formerly a part of 10th Street South, which tract of land is particularly described as: Commencing at the intersection of an extension of the Northeasterly line of Block 13 of Wells, Sampson & Bell's Addition to Minneapolis and an extension of the Southeasterly line of Block 13 of "Snyder & Co.'s 1st Addition to Minneapolis"; thence Northwesterly along the Northeasterly line of Block 13 of Wells, Sampson & Bell's Addition to Minneapolis and an extension thereof a distance of 134.16 feet; thence Southwesterly to a point in the rear line of said Lot 9, Block

13, Snyder & Co.'s 1st Addition which is 68.72 feet Northwesterly along the rear lines of Lots 8 and 9 of said Block of said last named Addition from the most Southerly corner of said Lot 8; thence Southeasterly along the rear lines of said Lots 9, 8 and 7, Block 13, said last named Addition to its point of intersection with the Southeasterly line of Block 13 of said last named Addition; thence Northeasterly along the said Southeasterly line and the extension thereof to the point of beginning, except the public alley as now laid out over the rear 16 feet of Lots 7, 8 and 9, Block 13 of "Snyder & Co.'s 1st Addition to Minneapolis".

(Torrens)

Parcel 2:

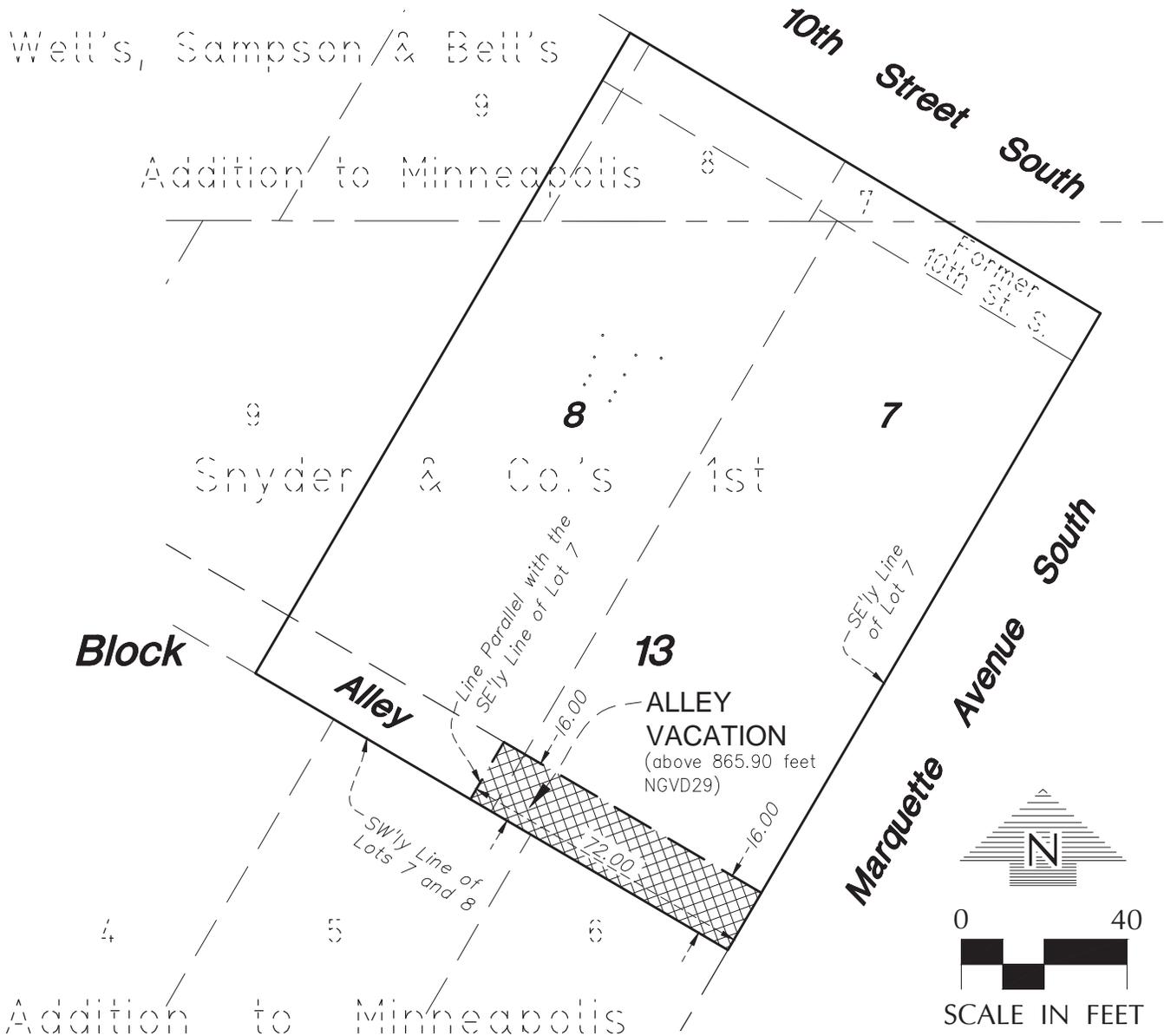
The Northeasterly 47.35 feet of Lots 5 and 6, Block 13, "Snyder & Co.'s 1st Addition To Minneapolis" as measured along the Northwesterly and Southeasterly lines of said Lots 5 and 6.

The Northwesterly boundary of said Lot 5 and the Northeasterly boundaries of said Lots 5 and 6 are marked by Judicial Landmarks set pursuant to Torrens Case No. 14153.

(Torrens)

Legal Description

Those parts of Lots 7 and 8, Block 13, "Snyder & Co.'s 1st Addition to Minneapolis", according to the recorded plat thereof, Hennepin County, Minnesota, which lie southeasterly of a line drawn parallel with and distant 72.00 feet northwesterly of the southeasterly line of said Lot 7, which lie southwesterly of a line drawn parallel with and distant 16.00 feet northeasterly of the southwesterly line of said Lots 7 and 8 and which lie above an elevation of 865.90 feet (NGVD29).



**LOUCKS
ASSOCIATES**

7200 Hemlock Lane, Suite 300
 Minneapolis, Minnesota 55369-5592
 Telephone: (763)424-5505 Fax: (763)424-5822
 Web Page: www.LoucksAssociates.com

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

Richard L. Licht
 Richard L. Licht - PLS

Planning • Civil Engineering • Land Surveying
 Landscape Architecture • Environmental

26724

April 16, 2015

© 2003

License No.

Date



700 West Linden Avenue
PO Box 1165
Minneapolis, MN 55440-1165

May 21, 2014

City of Minneapolis
250 South 4th Street Room 300
Minneapolis, MN 55415
Hilary Dvorak
Principal Planner

RE: Vacation file No. 1643

Dear Mrs. Dvorak:

With reference to your requests, CenterPoint Energy has no natural gas mains or services in conflict within the requesting air rights. CenterPoint Energy has no objection to this proposal.

If you have any questions, please contact me at 612-321-5381.

Respectfully,
CENTERPOINT ENERGY

A handwritten signature in cursive script that reads "Chuck Mayers".

Chuck Mayers
Right-of-Way Specialist
Engineering Services
charles.mayers@centerpointenergy.com
612-321-5381



OSP National Support/
Investigations
2400 North Glenville
Richardson, TX 75082

MCI Communications Services, Inc.

04/27/2015

**CITY OF MINNEAPOLIS
PLANNING AND DEVELOPMENT
HILARY DVORAK
250 S. 4TH STREET, ROOM 300
MINNEAPOLIS, MN 55415**

**RE: VACATION FILE NO. 1643 – EASEMENT VACATION REQUEST
– ALLEY IN BLOCK 13 OF SNYDER & COMPANY'S ADDITION –
MINNEAPOLIS, HENNEPIN COUNTY, MN.**

Verizon Business ID: 3464-2015

Dear Sir or Madam:

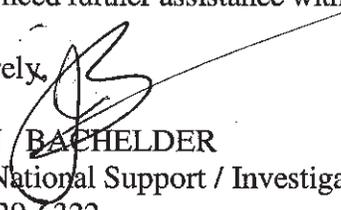
MCI has been notified by your office regarding the above referenced project.

For your records, in reviewing the area in question, it has been determined that MCI does not have facilities within your project area.

You should address correspondence concerning any future projects to the attention of **OSP National Support/Investigations** at the above address.

If you need further assistance with this project, please do not hesitate to call me.

Sincerely,


JOHN BACHELDER
OSP National Support / Investigations
972-729-6322

**Petition to Vacate
City Of Minneapolis Street, Alley or Utility Easement**

Petitioner: Village Green Companies c/o Atty. Faegre Baker Daniels
Address: 2200 Wells Fargo Ctr. 90 7th St. S.
Minneapolis MN 55402-3924
Contact Person: Carol Lansing (612) 766-7005

Vacation File No.
1643
Page 1 of 2

Description of Easement to be vacated: Requesting air right over part of the alley in Block 13 of Snyder & Company's Addition (WCCO block) 16 feet wide by 72 feet long above 16.5 feet over alley grade.

Review and Comment

Utility easements cannot be reserved unless there is an existing facility within the area to be vacated. If there is an existing utility, please enclose a map showing its location.

Name of Reviewing Agency XCEL ENERGY - SEAN LAWLER

Phone: 612-330-1956 e-Mail: sean.w.lawler@xcelenergy.com

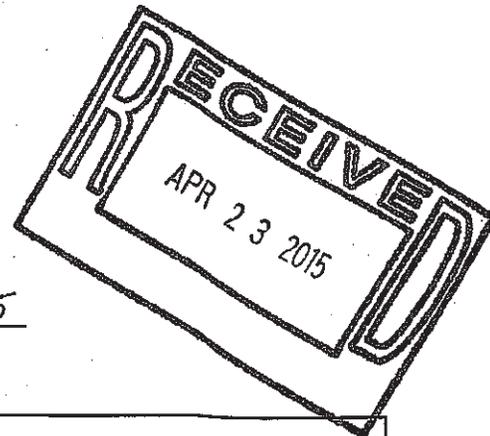
Approve petition as requested

Alternate vacation of entire alley

Deny petition (provide explanation)

Reserve Easements (provide description)

By:  Date 5-7-15



Comments:

XCEL HAS UNDERGROUND CONDUIT IN THE ALLEY, CAN ONLY
RELEASE AIR RIGHTS AS REQUESTED.

Petition to Vacate
City Of Minneapolis Street, Alley or Utility Easement

Petitioner: Village Green Companies c/o Atty. Faegre Baker Daniels
Address: 2200 Wells Fargo Ctr. 90 7th St. S.
Minneapolis MN 55402-3924
Contact Person: Carol Lansing (612) 766-7005

Vacation File No.
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Description of Easement to be vacated: Requesting air right over part of the alley in Block 13 of Snyder & Company's Addition (WCCO block) 16 feet wide by 72 feet long above 16.5 feet over alley grade.

Review and Comment

Utility easements cannot be reserved unless there is an existing facility within the area to be vacated. If there is an existing utility, please enclose a map showing its location.

Name of Reviewing Agency Centurylink

Phone: 651-312-5421

e-Mail: JJ.Johnson2@centurylink.com

Approve petition as requested

Alternate vacation of entire alley

Deny petition (provide explanation)

Reserve Easements (provide description)

By: Justin Johnson

Date 05/08/2015

Comments:

I spoke with Carol Lansing, as i understand it this is aerial vacation easement. Centurylink has a buried cable in the alley. As long as that is the case Centurylink has no objection to this vacation.

July 1, 2015

Carol Lansing
Faegre Baker Daniels LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

Dear Carol,

WCCO-TV does not object to Village Green's request for a vacation of air rights above 16'6" for the proposed apartment building spanning over the alley right of way.

Regards,



Ann Ouellette
Controller, WCCO-TV
612-330-2668



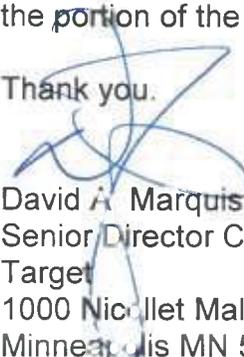
July 9, 2015

William R. McGrann
McGrann Shea Carnival Straughn & Lamb, Chartered
800 Nicollet Mall Suite 2600
Minneapolis MN 55402

Dear Bill,

Target does not object to Village Green's request for a vacation of air rights above 16'-6" for the portion of the apartment building spanning the alley right of way.

Thank you.



David A. Marquis
Senior Director Corporate Real Estate
Target
1000 Nicollet Mall
Minneapolis MN 55403

Handicraft Building City Apartments

7th

NAME OF APPLICANT

WARD



PROPERTY ADDRESS

89-91 South 10th Street and 1004 and 1016 Marquette Avenue

FILE NUMBER

BZZ-7170

ISSUE #	DATE	DESCRIPTION
1	04/22/2014	PRELIMINARY
2	04/22/2014	FOR CITY SUBMITTAL

NOT FOR CONSTRUCTION

CERTIFICATION

I hereby certify that I am a duly Licensed Professional Engineer in the State of Minnesota and that I am the author of the design and calculations shown on this drawing.

Name: Patrick M. Mays, P.E.
Title: Engineer
Date: 04/22/2014

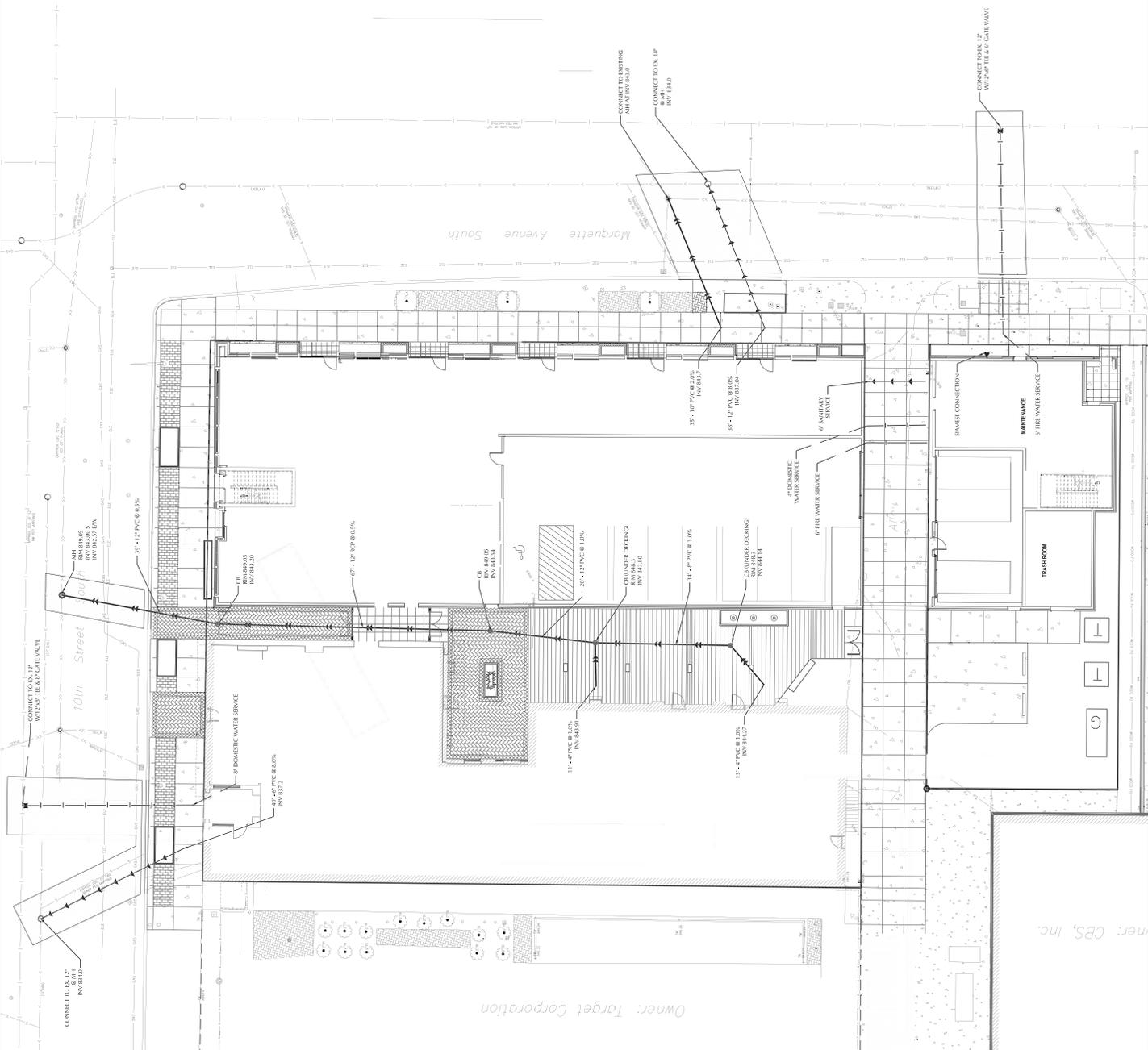
License Number: 060102519
Date of Issue: 01/01/2008
Expiration Date: 01/01/2018
Professional Seal: Yes
Professional Status: Active

UTILITY PLAN

SHEET NUMBER
C4-1

UTILITY PLAN GENERAL NOTES

1. SANITARY SEWER SYSTEMS AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE MINNESOTA ASSOCIATION OF MUNICIPAL ENGINEERS (MAME) STANDARD SPECIFICATIONS FOR CONSTRUCTION, AND THE MINNESOTA ASSOCIATION OF MUNICIPAL ENGINEERS (MAME) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL LIFE CONNECTIONS TO EXISTING UTILITIES SHALL BE MADE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL SANITARY SEWER MAINS SHALL BE 12" TO 24" DIAMETER AND SHALL BE 12" TO 24" DEEP.
2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
4. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
6. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
7. THE CONTRACTOR SHALL FIELD ADEQUATE WATERWAYS TO AVOID CONNECTIONS WITH EXISTING UTILITIES. ALL WATERWAYS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL WATERWAYS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL WATERWAYS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
8. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
9. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER.
10. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER. ALL NEW WATERWAYS MUST HAVE A MINIMUM OF 7.5 FEET OF COVER.
11. PROPOSED PIPE MATERIALS:
 - 4" DOMESTIC WATER SERVICE: PVC 15R26
 - 6" DOMESTIC WATER SERVICE: PVC 15R26
 - 8" DOMESTIC WATER SERVICE: PVC 15R26
 - 10" DOMESTIC WATER SERVICE: PVC 15R26
 - 12" DOMESTIC WATER SERVICE: PVC 15R26
 - 14" DOMESTIC WATER SERVICE: PVC 15R26
 - 16" DOMESTIC WATER SERVICE: PVC 15R26
 - 18" DOMESTIC WATER SERVICE: PVC 15R26
 - 20" DOMESTIC WATER SERVICE: PVC 15R26
 - 24" DOMESTIC WATER SERVICE: PVC 15R26
 - 30" DOMESTIC WATER SERVICE: PVC 15R26
 - 36" DOMESTIC WATER SERVICE: PVC 15R26
 - 42" DOMESTIC WATER SERVICE: PVC 15R26
 - 48" DOMESTIC WATER SERVICE: PVC 15R26
 - 54" DOMESTIC WATER SERVICE: PVC 15R26
 - 60" DOMESTIC WATER SERVICE: PVC 15R26
 - 66" DOMESTIC WATER SERVICE: PVC 15R26
 - 72" DOMESTIC WATER SERVICE: PVC 15R26
 - 78" DOMESTIC WATER SERVICE: PVC 15R26
 - 84" DOMESTIC WATER SERVICE: PVC 15R26
 - 90" DOMESTIC WATER SERVICE: PVC 15R26
 - 96" DOMESTIC WATER SERVICE: PVC 15R26
 - 102" DOMESTIC WATER SERVICE: PVC 15R26
 - 108" DOMESTIC WATER SERVICE: PVC 15R26
 - 114" DOMESTIC WATER SERVICE: PVC 15R26
 - 120" DOMESTIC WATER SERVICE: PVC 15R26
 - 126" DOMESTIC WATER SERVICE: PVC 15R26
 - 132" DOMESTIC WATER SERVICE: PVC 15R26
 - 138" DOMESTIC WATER SERVICE: PVC 15R26
 - 144" DOMESTIC WATER SERVICE: PVC 15R26
 - 150" DOMESTIC WATER SERVICE: PVC 15R26
 - 156" DOMESTIC WATER SERVICE: PVC 15R26
 - 162" DOMESTIC WATER SERVICE: PVC 15R26
 - 168" DOMESTIC WATER SERVICE: PVC 15R26
 - 174" DOMESTIC WATER SERVICE: PVC 15R26
 - 180" DOMESTIC WATER SERVICE: PVC 15R26
 - 186" DOMESTIC WATER SERVICE: PVC 15R26
 - 192" DOMESTIC WATER SERVICE: PVC 15R26
 - 198" DOMESTIC WATER SERVICE: PVC 15R26
 - 204" DOMESTIC WATER SERVICE: PVC 15R26
 - 210" DOMESTIC WATER SERVICE: PVC 15R26
 - 216" DOMESTIC WATER SERVICE: PVC 15R26
 - 222" DOMESTIC WATER SERVICE: PVC 15R26
 - 228" DOMESTIC WATER SERVICE: PVC 15R26
 - 234" DOMESTIC WATER SERVICE: PVC 15R26
 - 240" DOMESTIC WATER SERVICE: PVC 15R26
 - 246" DOMESTIC WATER SERVICE: PVC 15R26
 - 252" DOMESTIC WATER SERVICE: PVC 15R26
 - 258" DOMESTIC WATER SERVICE: PVC 15R26
 - 264" DOMESTIC WATER SERVICE: PVC 15R26
 - 270" DOMESTIC WATER SERVICE: PVC 15R26
 - 276" DOMESTIC WATER SERVICE: PVC 15R26
 - 282" DOMESTIC WATER SERVICE: PVC 15R26
 - 288" DOMESTIC WATER SERVICE: PVC 15R26
 - 294" DOMESTIC WATER SERVICE: PVC 15R26
 - 300" DOMESTIC WATER SERVICE: PVC 15R26



Owner: Target Corporation

Owner: CBS, Inc.

ISSUE #	DATE	DESCRIPTION
1	04/22/2015	ISSUE FOR PERMITS
2	04/22/2015	ISSUE FOR PERMITS

NOT FOR CONSTRUCTION

CERTIFICATION

I hereby certify that the design and construction documents were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

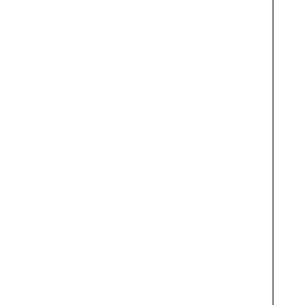
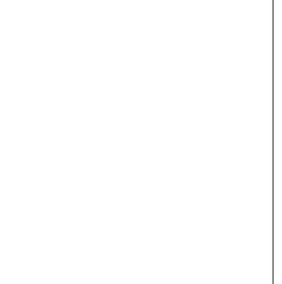
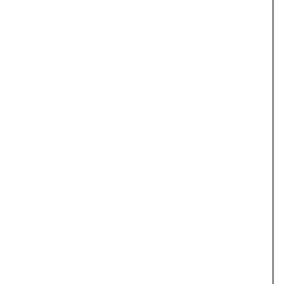
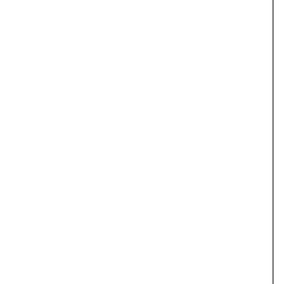
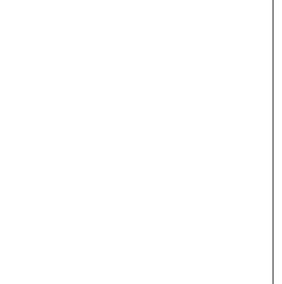
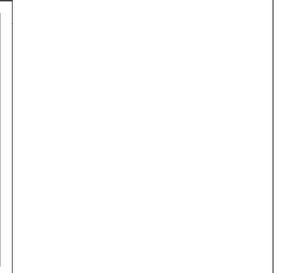
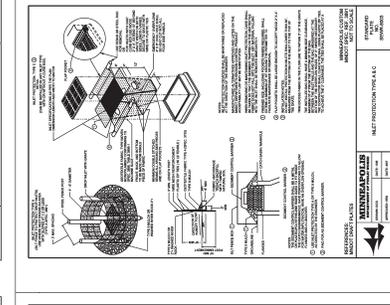
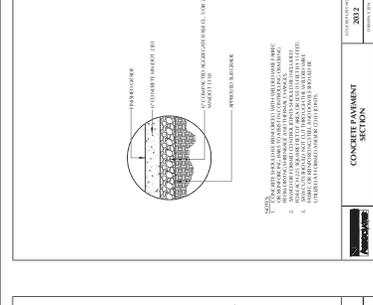
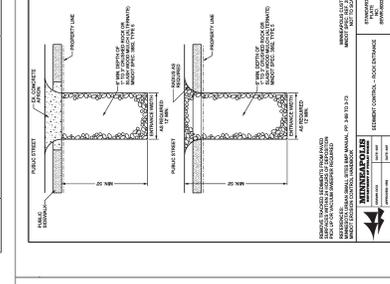
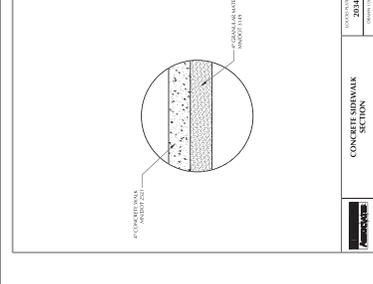
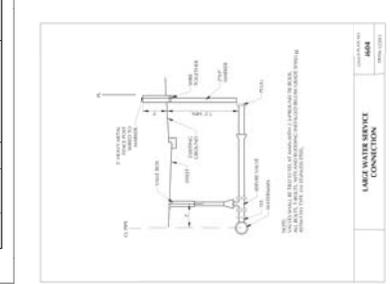
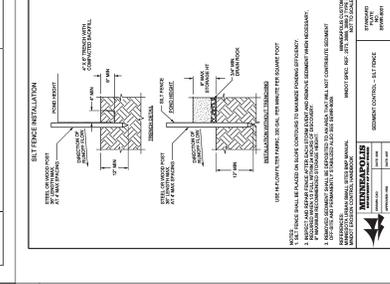
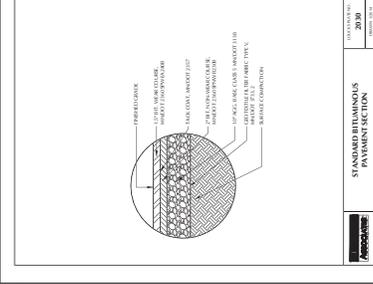
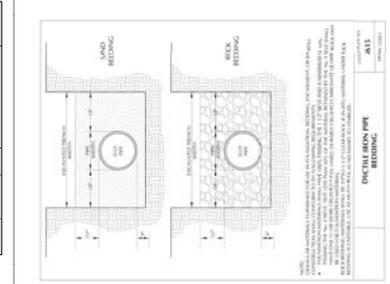
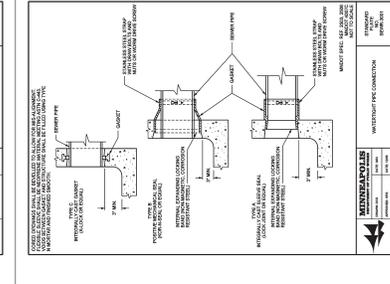
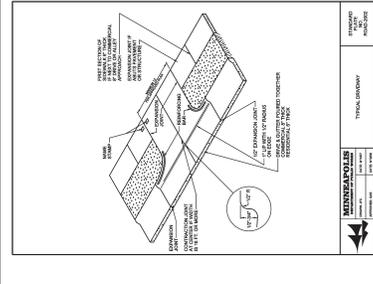
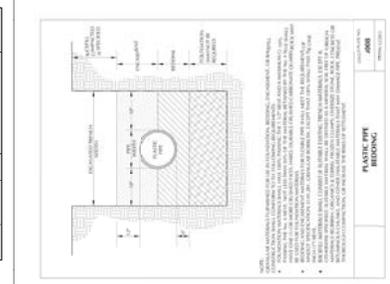
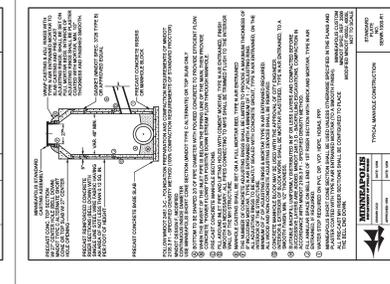
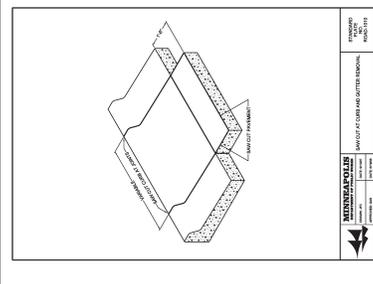
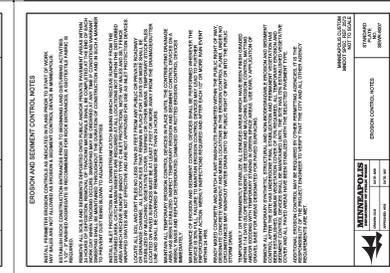
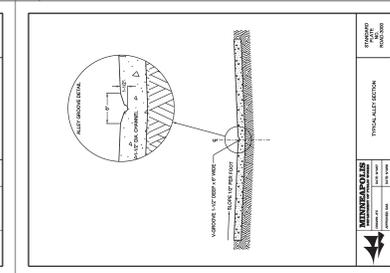
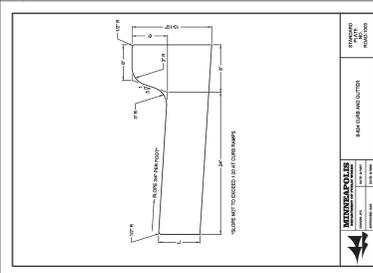
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SHEET TITLE

DETAILS SHEET

SHEET NUMBER

C8-1



ISSUE #	DATE	DESCRIPTION
1	04/22/2014	FOR CITY SUBMITTAL
2	04/22/2014	FOR CITY SUBMITTAL

NOT FOR
 CONSTRUCTION

CERTIFICATION

I hereby certify that I am a duly Licensed Professional Engineer in the State of Minnesota and that I am the author of the design and calculations shown on this drawing.

NAME: Nicholas S. August, P.E.
 LICENSE NO.: 100000
 EXPIRES: 12/31/2015

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

ISSUE NO.: 04/22/2014
 SHEET NO.: 10101

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

DATE: 04/22/2014
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 SHEET NO.: 10101

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

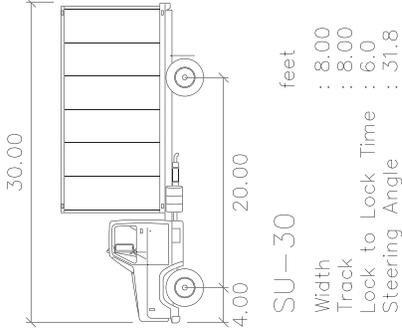
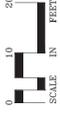
DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 10101

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
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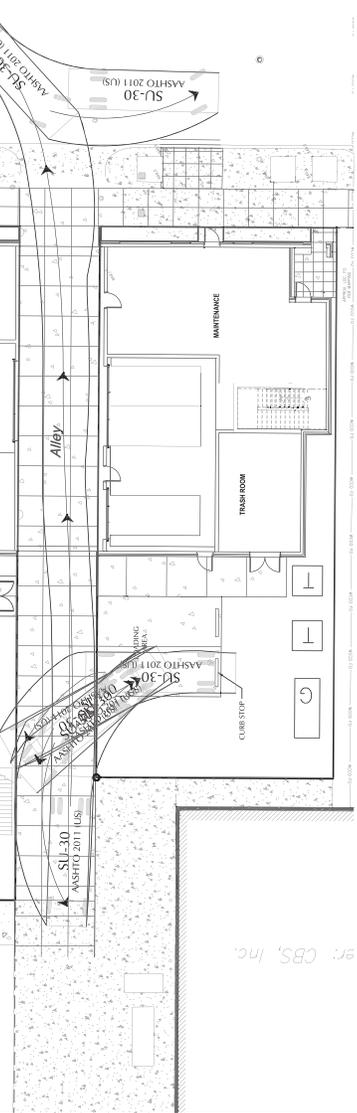


10th Street South

Marquette Avenue South

Owner: Target Corporation

en: CBS, Inc.



ISSUE #	DATE	DESCRIPTION
1	04/22/2014	FOR CITY SUBMITTAL
2	04/22/2014	FOR CITY SUBMITTAL

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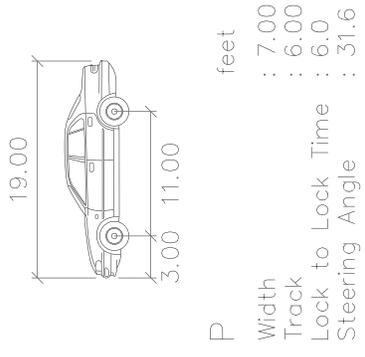
NAME: Nicholas M. August, P.E.
 LICENSE NO.: 100000
 EXPIRES: 12/31/2015

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET NO.: 101

LICENSURE NUMBER: 100000
 EXPIRES: 12/31/2015

SHEET TITLE
**TURNING
 MOVEMENTS**

SHEET NUMBER
STALL 1 - IN



10th Street South

Marquette Avenue South

Alley

CLUB STOP

LOADING AREA

TRASH ROOM

MAINTENANCE

Owner: Target Corporation

en: CBS, Inc.

ISSUE #	DATE	DESCRIPTION
1	04/22/2014	FOR CITY SUBMITTAL
2	04/22/2014	FOR CITY SUBMITTAL

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NAME: Nicholas M. August, P.E.
 LICENSE NO.: 100000
 EXPIRES: 12/31/15

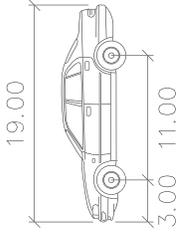
License Number	Date
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SHEET TITLE

**TURNING
 MOVEMENTS**

SHEET NUMBER

STALL 1 - OUT



P

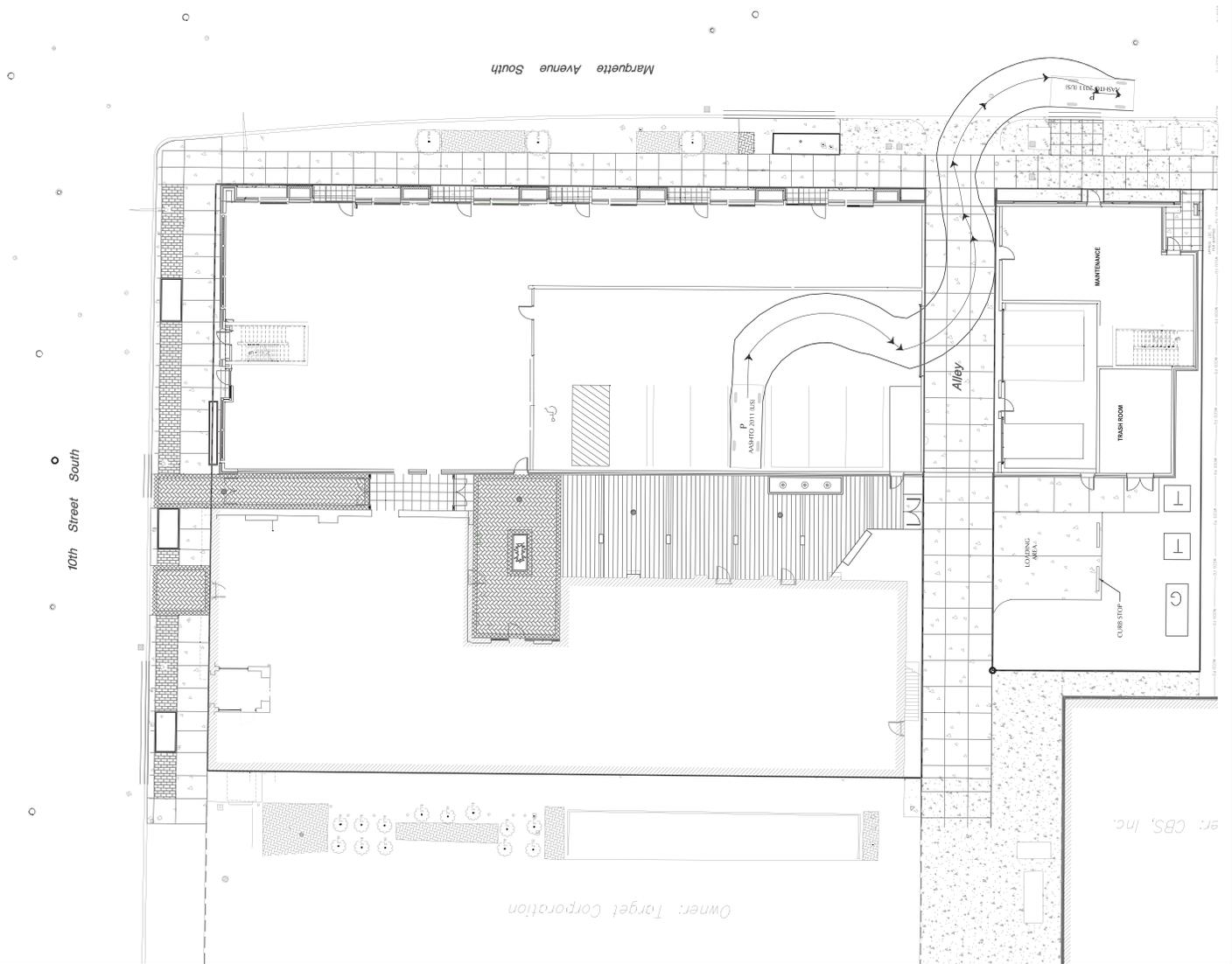
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Track	: 6.00	
Lock to Lock	: 6.0	
Steering Angle	: 31.6	

10th Street South

Marquette Avenue South

Owner: Target Corporation

en: CBS, Inc.



ISSUE #	DATE	DESCRIPTION
1	04/22/2014	PRELIMINARY
2	04/22/2014	FOR CITY SUBMITTAL

NOT FOR
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NAME: Nicholas S. August, P.E.
 LICENSE NO.: 0000000000
 EXPIRES: 12/31/2014

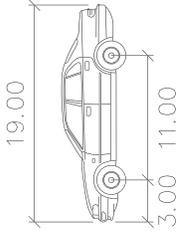
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0000000000	12/31/2014

SHEET TITLE

**TURNING
 MOVEMENTS**

SHEET NUMBER

STALL 2 - IN



- P
- Width : 7.00 feet
 - Track : 6.00 feet
 - Lock to Lock Time : 6.0 seconds
 - Steering Angle : 31.6 degrees

10th Street South

Marquette Avenue South

Owner: Target Corporation

en: CBS, Inc.

ISSUE #	DATE	DESCRIPTION
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2	04/22/2014	FOR CITY SUBMITTAL

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NAME: Nicholas S. August, P.E.
 LICENSE NO.: 100000
 EXPIRES: 12/31/15

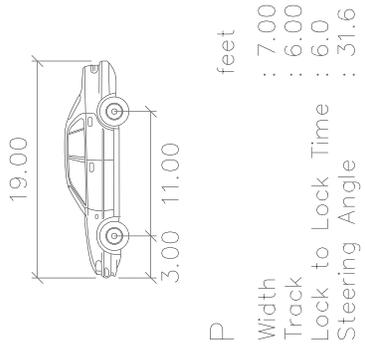
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100000	12/31/15

SHEET TITLE

**TURNING
 MOVEMENTS**

SHEET NUMBER

STALL 2 - OUT

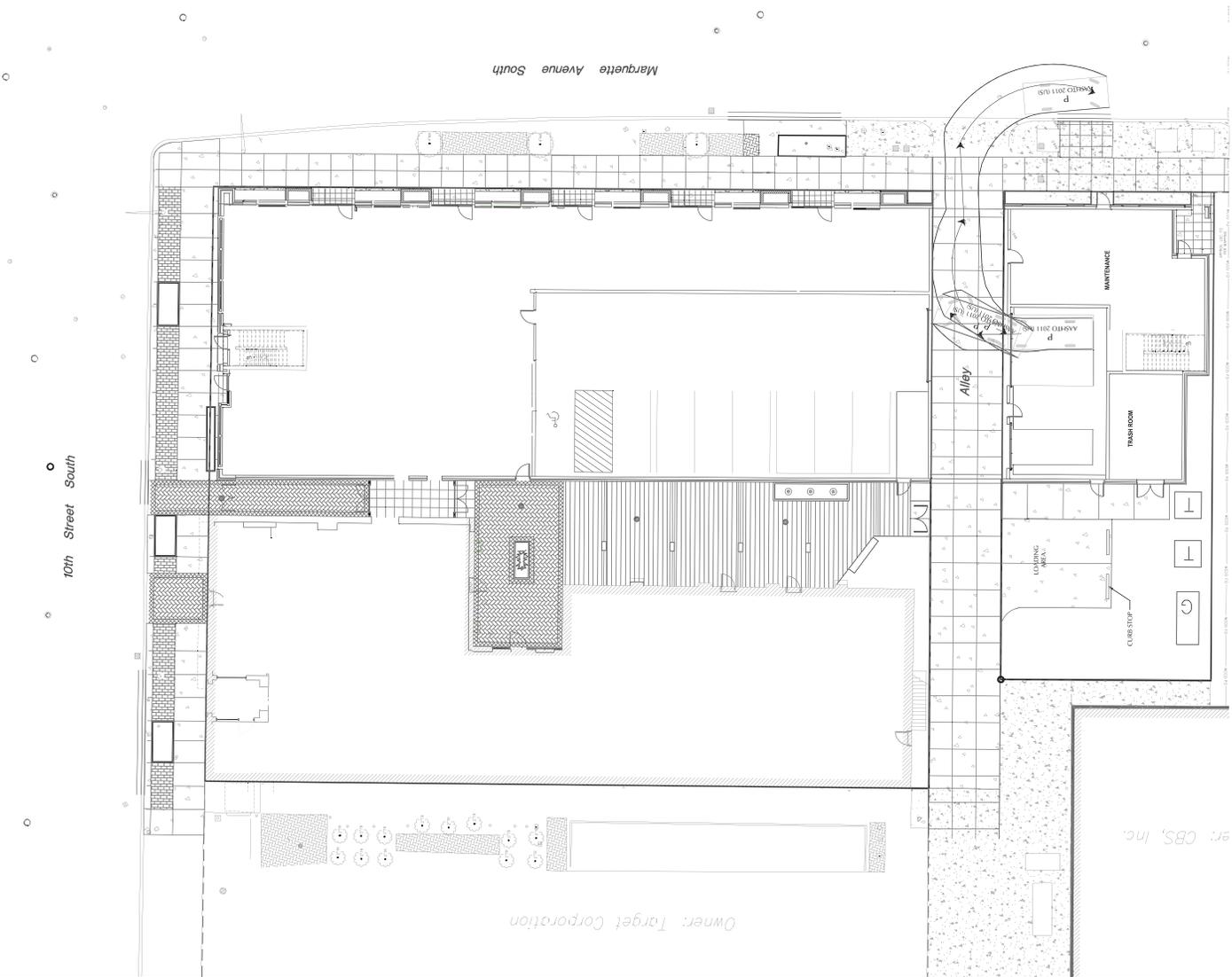


10th Street South

Marquette Avenue South

Owner: Target Corporation

en: CBS, Inc.



ISSUE #	DATE	DESCRIPTION
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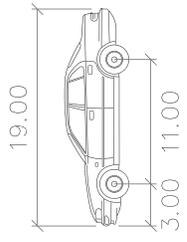
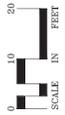
NAME: Nicholas S. August, P.E.
 LICENSE NO.: 0000000000
 EXPIRES: 12/31/2015

DATE: 04/22/2014
 PROJECT: 10TH AND MARQUETTE DEVELOPMENT
 SHEET TITLE: TURNING MOVEMENTS

LICENSURE NUMBER: 0000000000
 EXPIRES: 12/31/2015

SHEET TITLE
**TURNING
 MOVEMENTS**

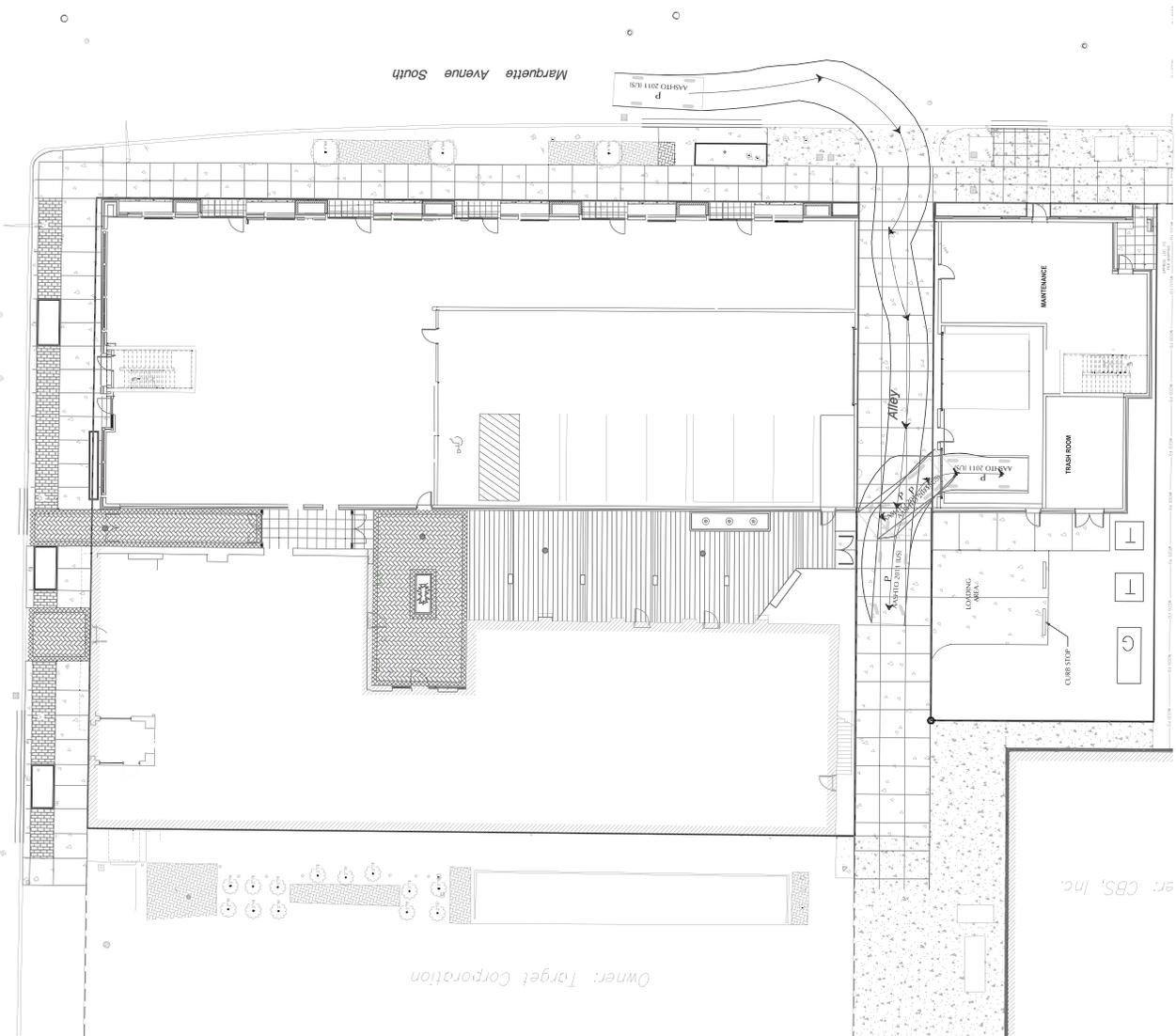
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STALL 3 - IN



- P
- Width : 7.00 feet
 - Track : 6.00
 - Lock to Lock Time : 6.0
 - Steering Angle : 31.6

10th Street South

Marquette Avenue South



en: CBS, Inc.

ISSUE #	DATE	DESCRIPTION
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2	04/22/2014	PRELIMINARY SUBMITTAL

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NAME: Nicholas S. August, P.E.
 LICENSE NO.: 1000000000
 EXPIRES: 12/31/2015

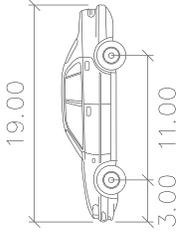
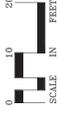
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SHEET TITLE

**TURNING
 MOVEMENTS**

SHEET NUMBER

STALL 3 - OUT



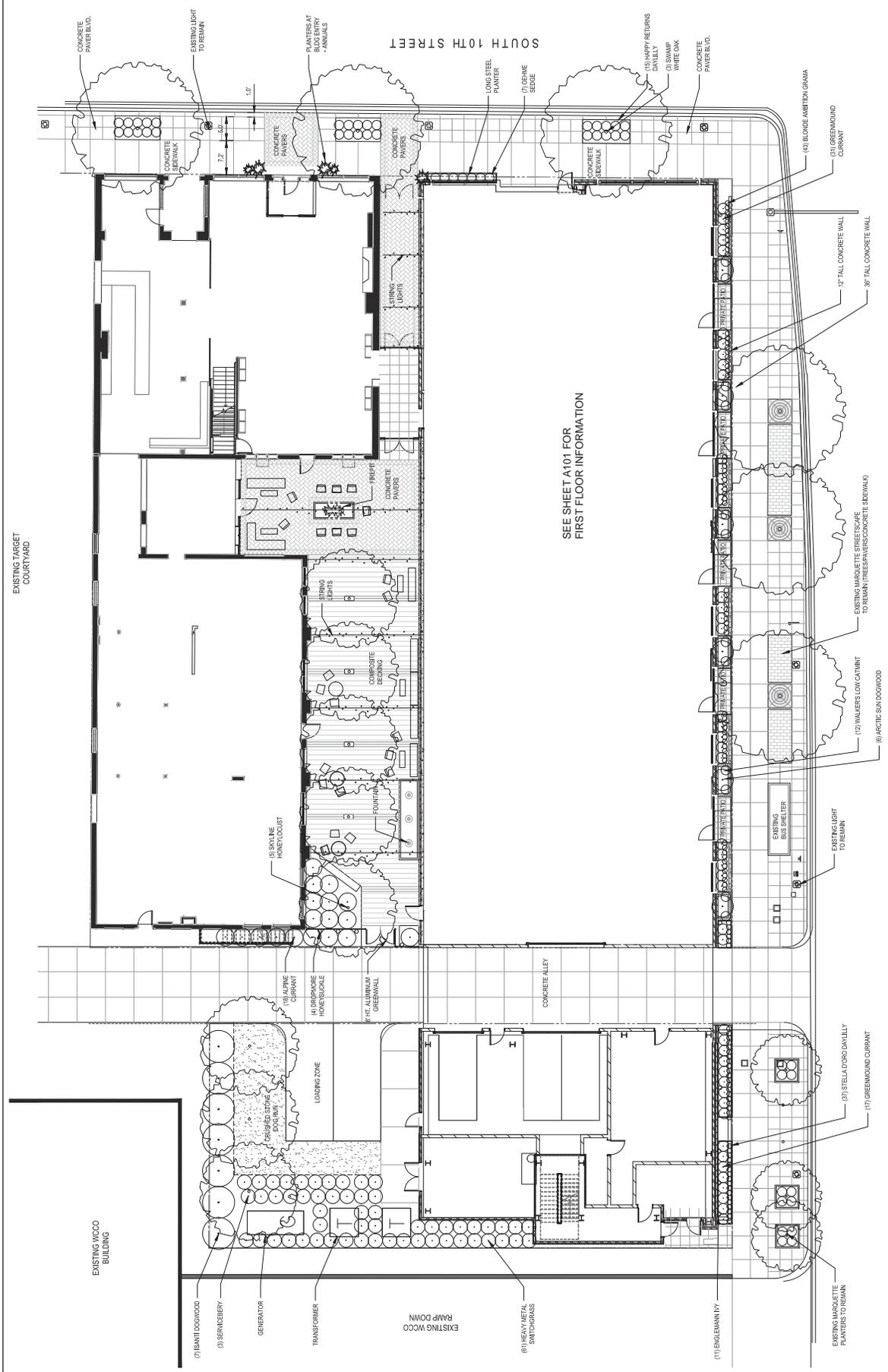
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- Width : 7.00 feet
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 - Steering Angle : 31.6

10th Street South

Marquette Avenue South

Owner: Target Corporation

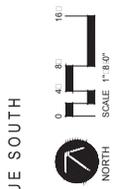
en: CBS, Inc.



SHEET BINDING AREA - DO NOT USE

SEE SHEET A101 FOR
FIRST FLOOR INFORMATION

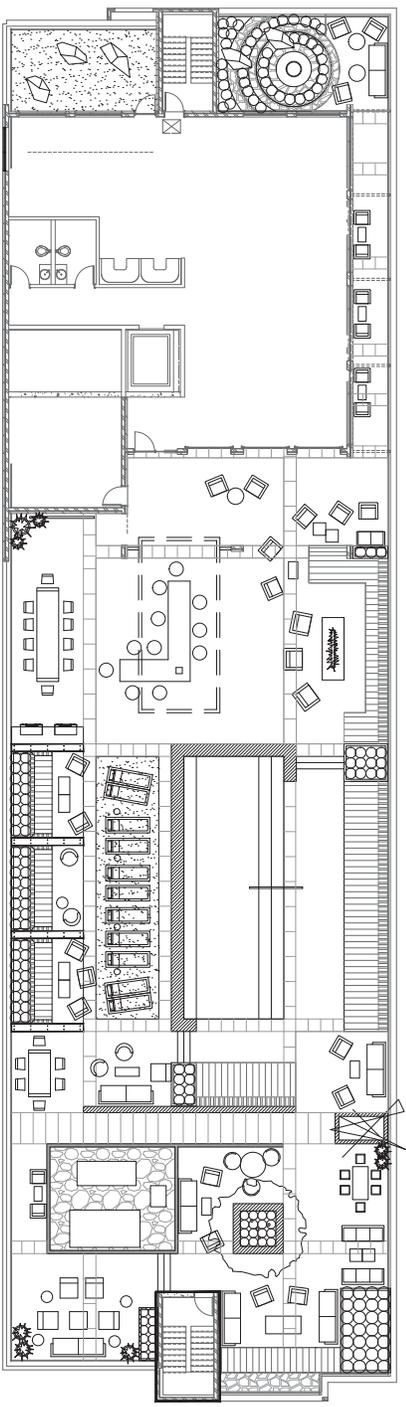
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DECIDUOUS TREES							
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2	2	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
3	3	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
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6	6	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
7	7	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
8	8	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
9	9	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
10	10	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
11	11	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
12	12	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
13	13	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
14	14	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
15	15	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
16	16	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
17	17	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
18	18	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
19	19	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
20	20	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
21	21	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
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90	90	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
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94	94	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
95	95	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
96	96	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
97	97	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
98	98	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
99	99	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR
100	100	1	SAVILE HONEYLOCUST	<i>Fraxinus pennsylvanica</i>	30' CAL.	BBB	SEE SHEET A101 FOR



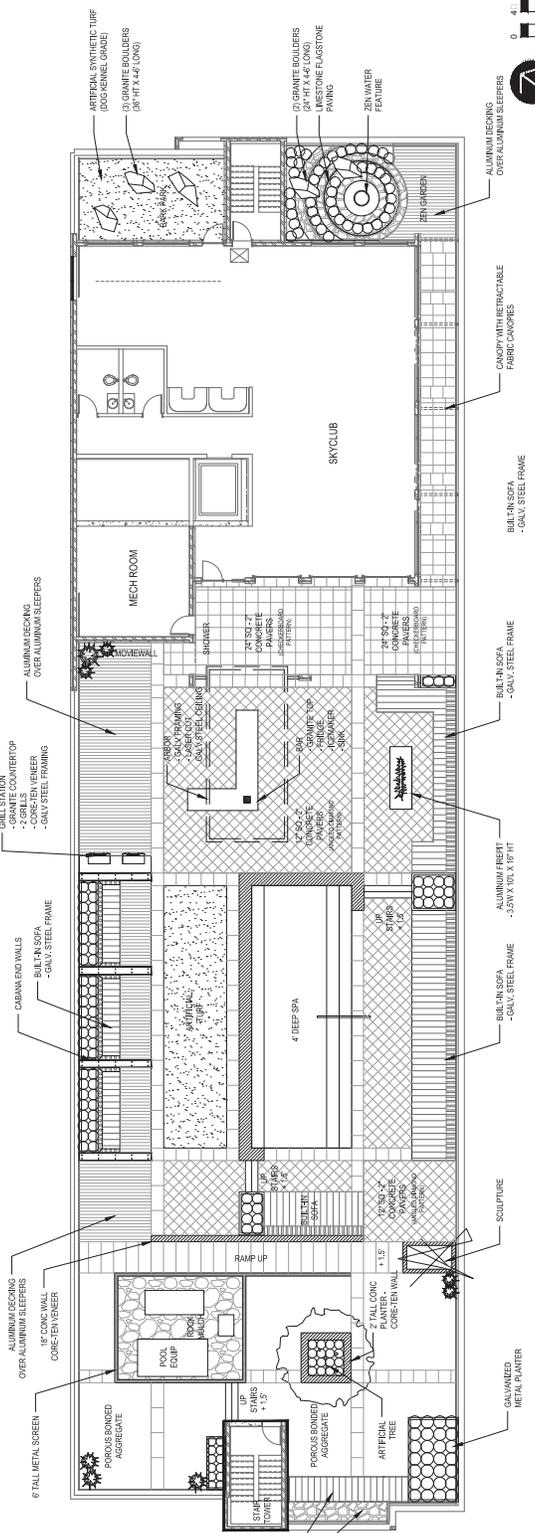
LANDSCAPE PLAN - COURTYARD
HANDICRAFT GUILD BUILDING PROJECT DATA:
BUILDING FOOTPRINT: 7,977 SF
TOTAL BUILDING AREA: 18,751 SF
COURTYARD LANDSCAPE AREA: 455 SF
TOTAL LANDSCAPE AREA: 2,420 SF
TOTAL PERVIOUS AREA: 4,020 SF

DATE	08-26-15
DRAWN BY	S
CHECKED BY	S
COMMISSION NO.	19231
SHEET TITLE	

SHEET BINDING AREA - DO NOT USE



SKYPARK - CONCEPTUAL FURNITURE LAYOUT



SKYPARK - LAYOUT PLAN



ISSUE #	DATE	DESCRIPTION
1	05/01/2014	ISSUE FOR PERMIT
2	05/01/2014	ISSUE FOR PERMIT

NOT FOR CONSTRUCTION

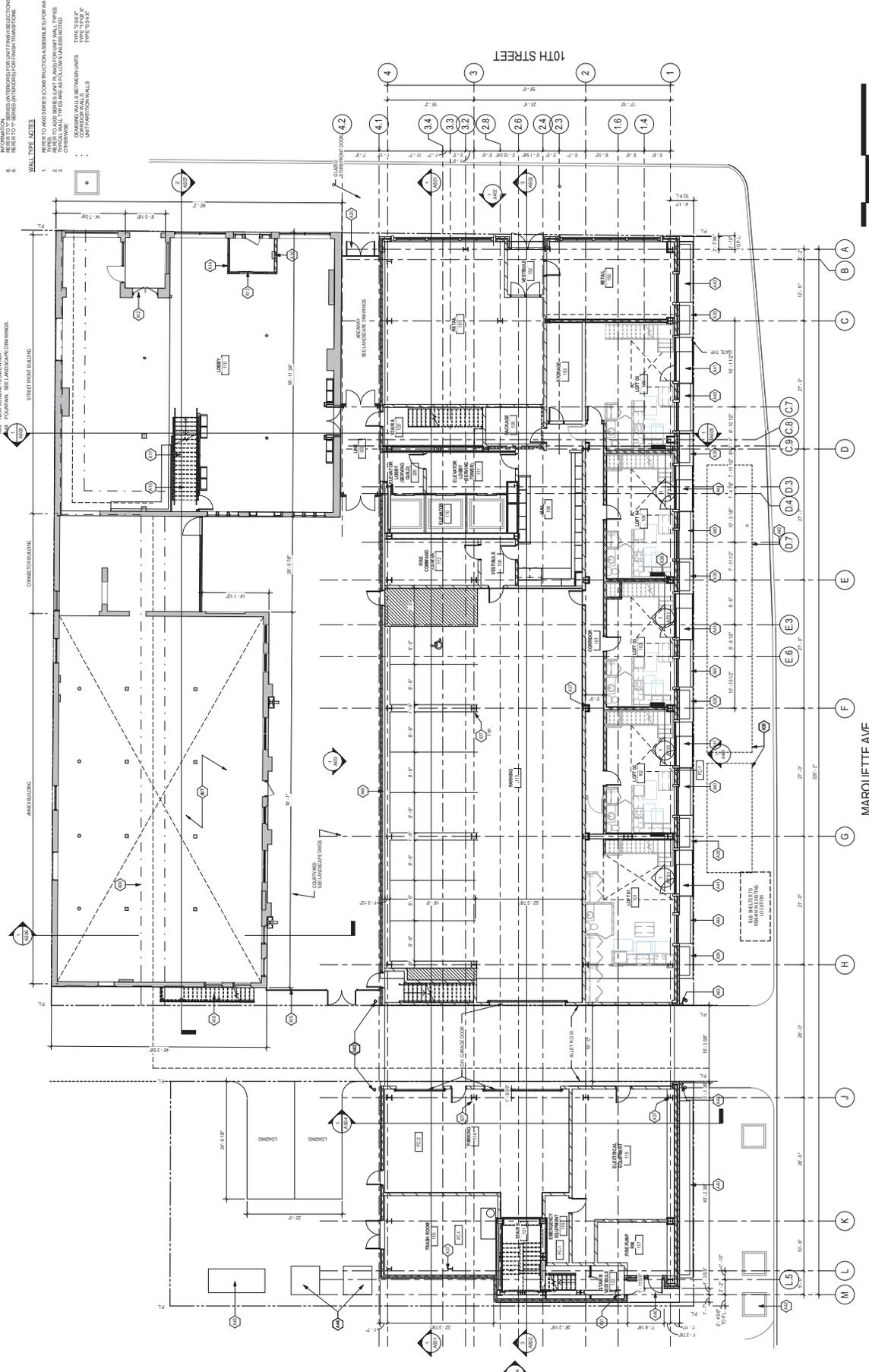
CERTIFICATION
I, the undersigned, being a duly licensed Professional Engineer in the State of Minnesota, do hereby certify that the above described work was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Drawn	Checked	Reviewed

SHEET TITLE
LEVEL 1 OVERALL
PLAN

SHEET NUMBER
A101

- ### GENERAL CONSTRUCTION NOTES
- DO NOT SCALE DRAWINGS.
 - EXISTING CONDITIONS SHOWN UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- ### DIMENSIONS/NOTES
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 - ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- ### WALL TYPE NOTES
- TYPE 1 - 8" CMU WITH INTERIOR FINISH.
 - TYPE 2 - 8" CMU WITH INTERIOR FINISH AND EXTERIOR FINISH.
 - TYPE 3 - 8" CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND WEATHER STRIP.
 - TYPE 4 - 8" CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND WEATHER STRIP AND INSULATION.
 - TYPE 5 - 8" CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND WEATHER STRIP AND INSULATION AND WEATHER STRIP.
 - TYPE 6 - 8" CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND WEATHER STRIP AND INSULATION AND WEATHER STRIP AND WEATHER STRIP.
 - TYPE 7 - 8" CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND WEATHER STRIP AND INSULATION AND WEATHER STRIP AND WEATHER STRIP AND WEATHER STRIP.
 - TYPE 8 - 8" CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND WEATHER STRIP AND INSULATION AND WEATHER STRIP AND WEATHER STRIP AND WEATHER STRIP AND WEATHER STRIP.



10TH STREET

MARQUETTE AVE.

LEVEL 1 FLOOR PLAN

1" = 12'-0"

Boamren
 Vicks
 Yonker
 Group
 Inc.

222 North Second Street
 Minneapolis, MN 55401
 Telephone: 612.339.2752
 Facsimile: 612.339.6212
 W.W.W. bkvgroup.com
 EOE

CONSULTANTS

PROJECT TITLE
**HANDICRAFT
 BUILDING CITY
 APARTMENTS**

KEY PLAN

ISSUE #	DATE	DESCRIPTION
1	05/02/2014	ISSUE FOR PERMITS
2	05/02/2014	ISSUE FOR PERMITS

NOT FOR
 CONSTRUCTION

CERTIFICATION

Issue Number	Date
1	05/02/2014
2	05/02/2014

SHEET TITLE
**UPPER LEVEL 1
 OVERALL PLAN**

SHEET NUMBER
A101U

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GENERAL CONSTRUCTION NOTES

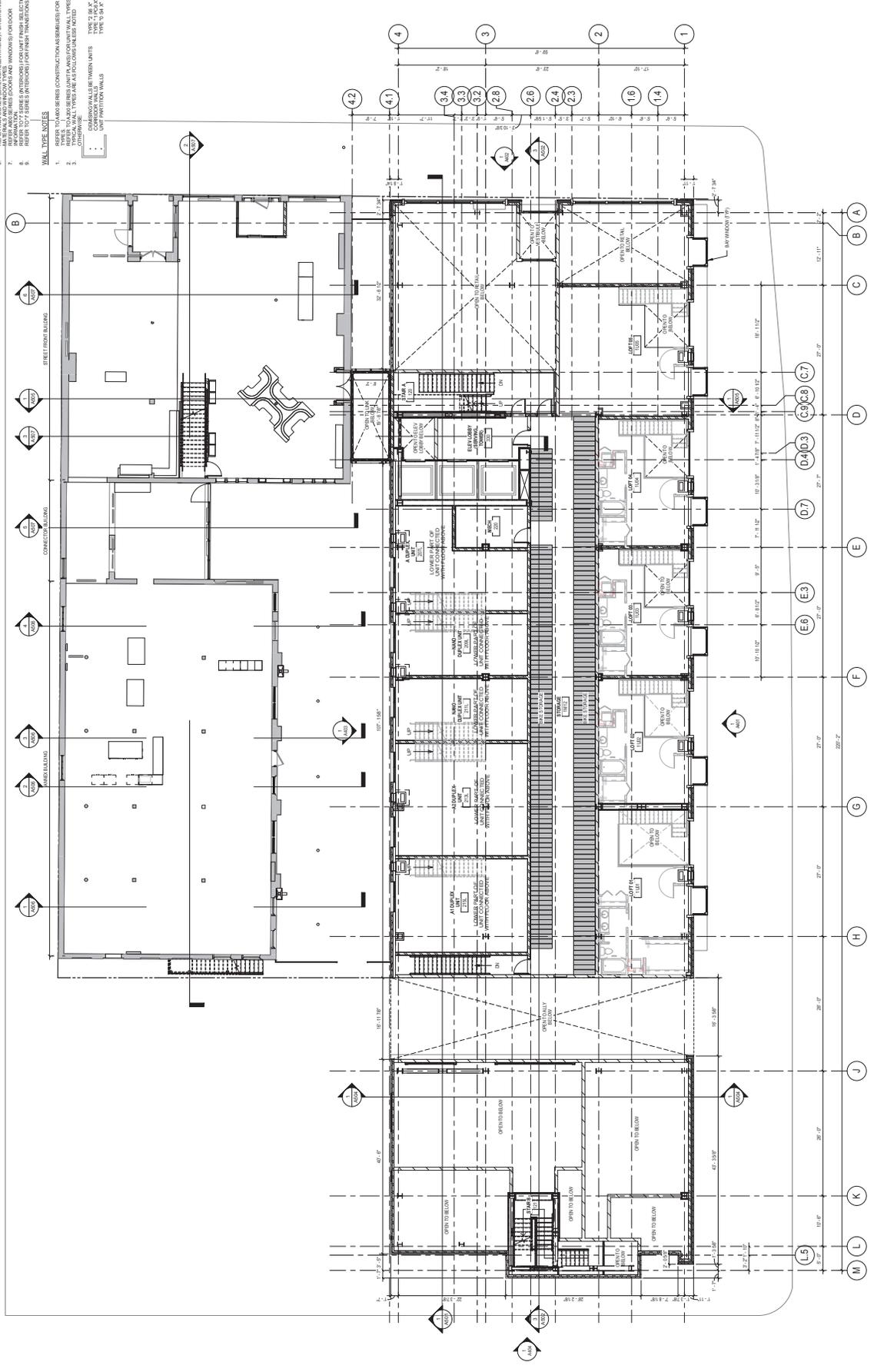
1. DIMENT SCALE DRAWINGS. DIMENSIONS FOR CONSTRUCTION ON THE DATE SHOWN AND PROTECT FROM RAIN.
2. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
3. DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE.
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DIMENSIONS/NOTES

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9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

WALL TYPE NOTES

1. TYPE 1 - CONCRETE MASONRY WALLS.
2. TYPE 2 - CONCRETE MASONRY WALLS WITH INSULATION.
3. TYPE 3 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.
4. TYPE 4 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.
5. TYPE 5 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.
6. TYPE 6 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.
7. TYPE 7 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.
8. TYPE 8 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.
9. TYPE 9 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.
10. TYPE 10 - CONCRETE MASONRY WALLS WITH INSULATION AND FINISH.



LEVEL 1 MEZZANINE - OVERALL FLOOR PLAN



ISSUE #	DATE	DESCRIPTION
1	05/05/2014	ISSUE FOR PERMIT
2	05/05/2014	ISSUE FOR PERMIT

NOT FOR CONSTRUCTION

Issue Number	Date
1	05/05/2014
2	05/05/2014

GENERAL CONSTRUCTION NOTES

- DO NOT SCALE DRAWINGS. ALL DIMENSIONS SHALL BE TAKEN FROM THE DRAWING DIMENSIONS AND NOT FROM THE PLOT FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
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DICTIONARY

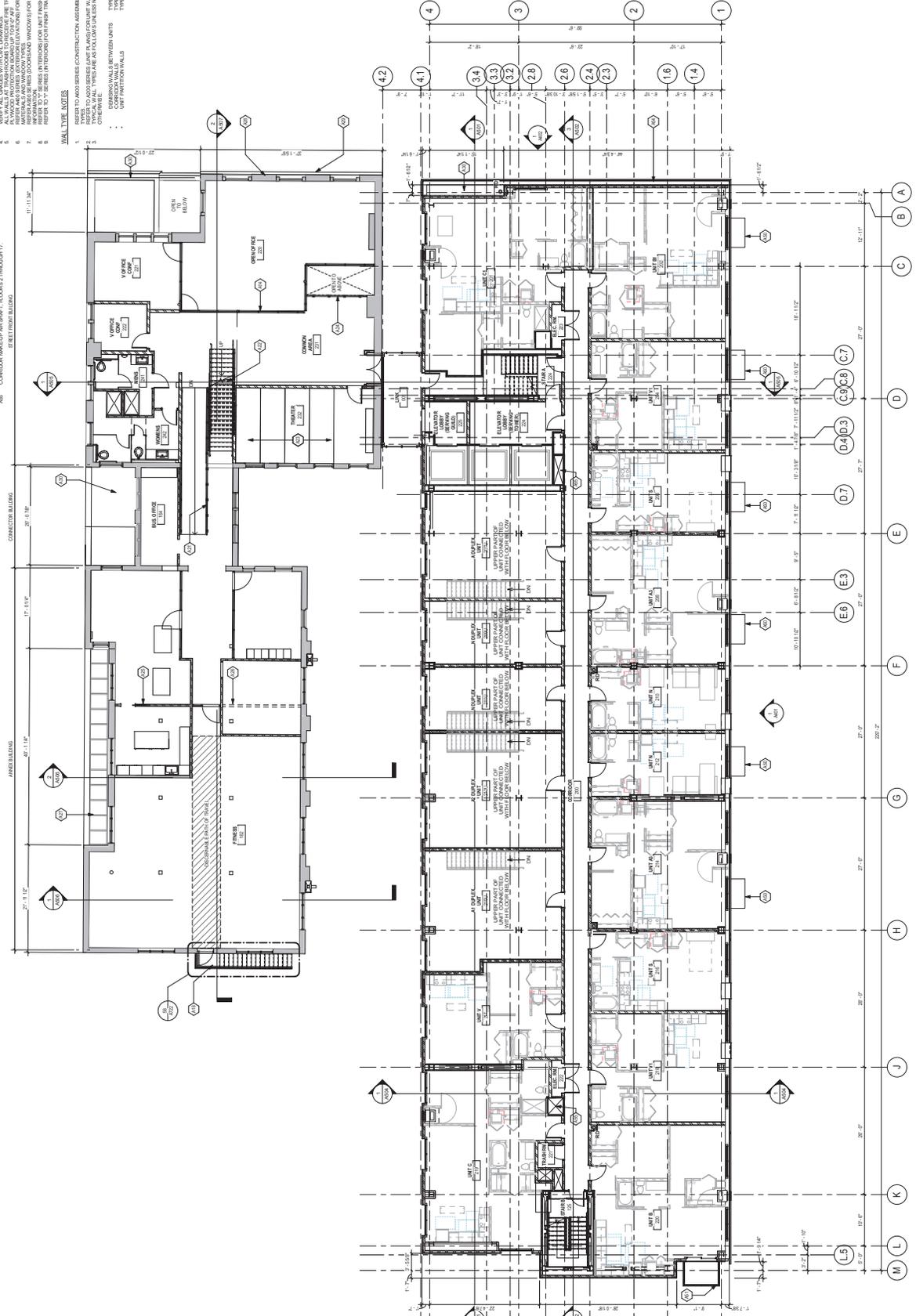
1. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
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WALL TYPE NOTES

1. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
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5. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.

ARCHITECTURAL KEYNOTES

- AK1 ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- AK2 ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- AK3 ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- AK4 ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- AK5 ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.



LEVEL 2 - OVERALL FLOOR PLAN



**Boamien
 FOSK
 VON
 Group
 Inc.**

222 North Second Street
 Minneapolis, MN 55401
 Telephone: 612.339.3752
 Facsimile: 612.339.6212
 W.W.W. bkvgroup.com
 EOE

CONSULTANTS

PROJECT TITLE
 HANDICRAFT
 BUILDING CITY
 APARTMENTS
KEY PLAN

ISSUE #	DATE	DESCRIPTION
1	05/05/14	ISSUE FOR PERMITS
2	05/05/14	ISSUE FOR PERMITS
3	05/05/14	ISSUE FOR PERMITS
4	05/05/14	ISSUE FOR PERMITS
5	05/05/14	ISSUE FOR PERMITS

NOT FOR
 CONSTRUCTION

CERTIFICATION

ISSUE #	DATE	DESCRIPTION
1	05/05/14	ISSUE FOR PERMITS
2	05/05/14	ISSUE FOR PERMITS
3	05/05/14	ISSUE FOR PERMITS
4	05/05/14	ISSUE FOR PERMITS
5	05/05/14	ISSUE FOR PERMITS

SHEET TITLE
 LEVEL 3 OVERALL
 PLAN

SHEET NUMBER
 A103
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GENERAL CONSTRUCTION NOTES

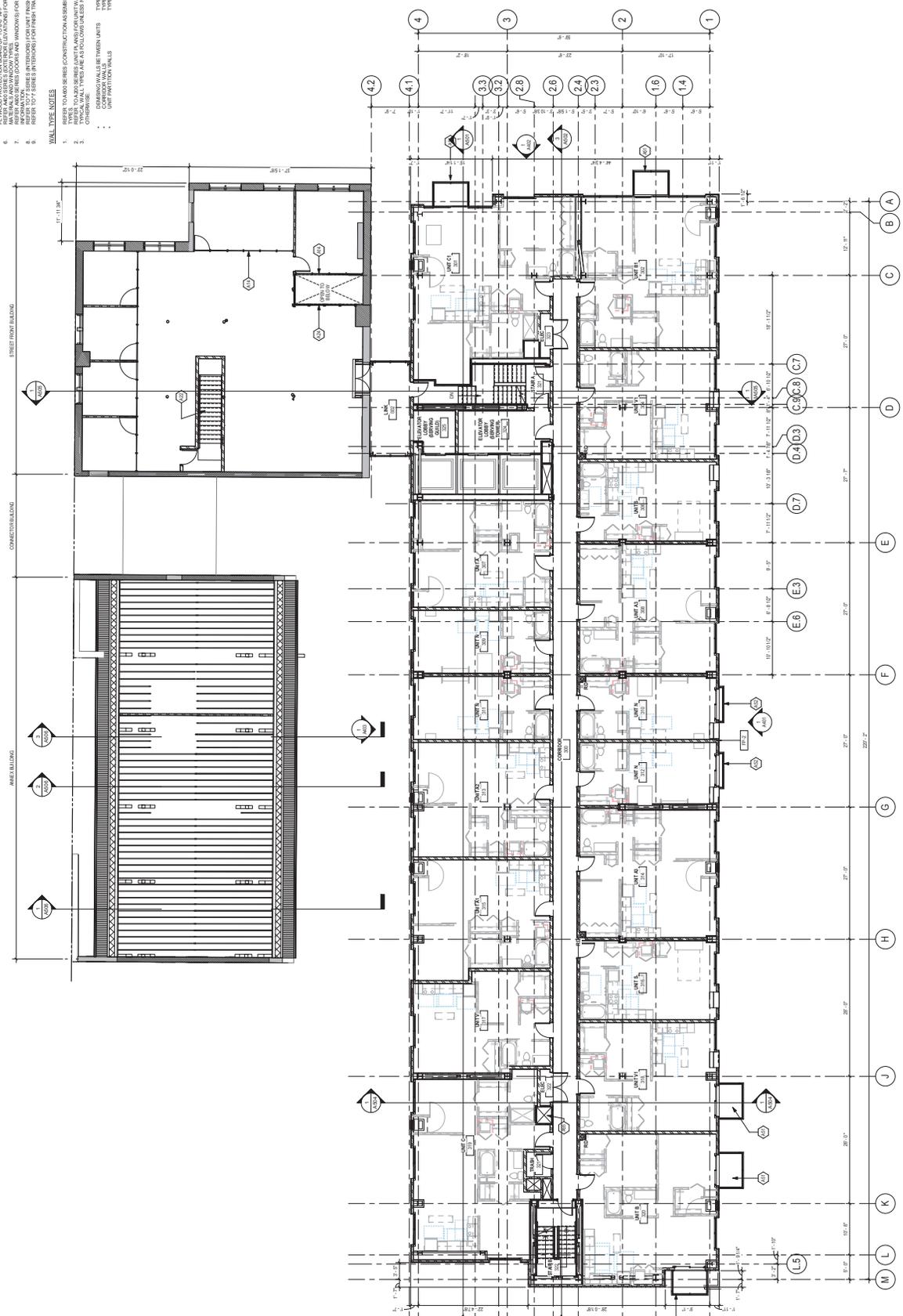
- DO NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN OVER INFORMATION ON THE DRAWINGS. DIMENSIONS SHALL GOVERN OVER INFORMATION ON THE DRAWINGS.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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DIMENSIONAL NOTES

- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

WALL TYPE NOTES

- TYPE 1: CONCRETE CORE WALL WITH INTERIOR FINISHES.
- TYPE 2: CONCRETE CORE WALL WITH INTERIOR FINISHES.
- TYPE 3: CONCRETE CORE WALL WITH INTERIOR FINISHES.
- TYPE 4: CONCRETE CORE WALL WITH INTERIOR FINISHES.
- TYPE 5: CONCRETE CORE WALL WITH INTERIOR FINISHES.



LEVEL 3 OVERALL PLAN



PLAN NORTH

PLAN NORTH

ISSUE #	DATE	DESCRIPTION
1	05/02/2014	ISSUE FOR PERMIT
2	05/02/2014	ISSUE FOR PERMIT
3	05/02/2014	ISSUE FOR PERMIT

NOT FOR CONSTRUCTION

CERTIFICATION
 I, the undersigned, being a duly licensed Professional Engineer in the State of Minnesota, do hereby certify that the above described work was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Issue Number	Date
1	05/02/2014
2	05/02/2014
3	05/02/2014

GENERAL CONSTRUCTION NOTES

- DO NOT SCALE DRAWINGS. ALL DIMENSIONS SHALL BE TAKEN FROM INFORMATION ON THE DRAWINGS UNLESS OTHERWISE NOTED.
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DIMENSIONAL NOTES

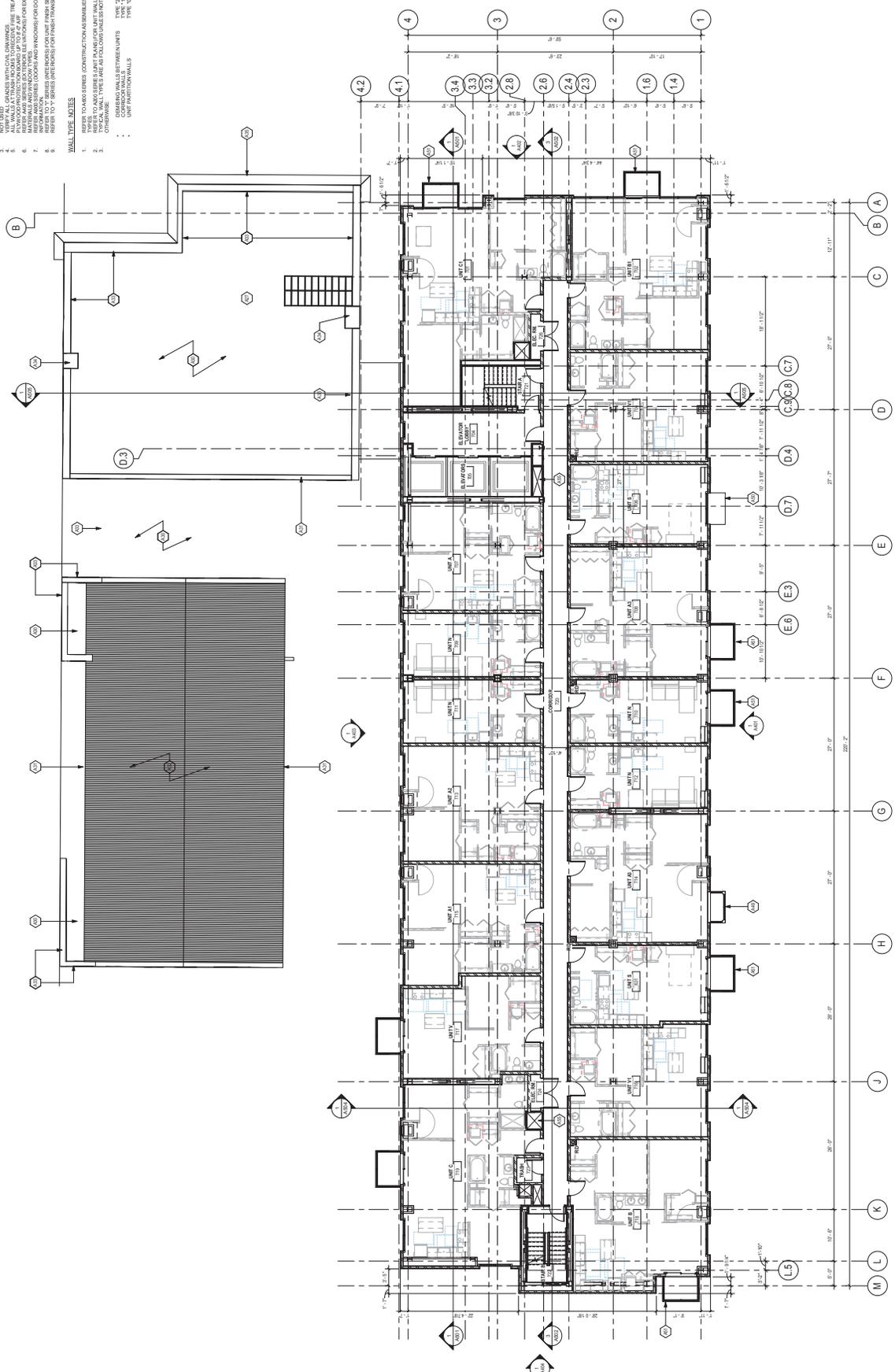
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
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- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.

WALL TYPE NOTES

- TYPE 1: CONCRETE
- TYPE 2: CMU
- TYPE 3: BRICK
- TYPE 4: Gypsum Wallboard
- TYPE 5: Gypsum Wallboard
- TYPE 6: Gypsum Wallboard
- TYPE 7: Gypsum Wallboard
- TYPE 8: Gypsum Wallboard
- TYPE 9: Gypsum Wallboard
- TYPE 10: Gypsum Wallboard
- TYPE 11: Gypsum Wallboard
- TYPE 12: Gypsum Wallboard
- TYPE 13: Gypsum Wallboard
- TYPE 14: Gypsum Wallboard
- TYPE 15: Gypsum Wallboard
- TYPE 16: Gypsum Wallboard
- TYPE 17: Gypsum Wallboard
- TYPE 18: Gypsum Wallboard
- TYPE 19: Gypsum Wallboard
- TYPE 20: Gypsum Wallboard
- TYPE 21: Gypsum Wallboard
- TYPE 22: Gypsum Wallboard
- TYPE 23: Gypsum Wallboard
- TYPE 24: Gypsum Wallboard
- TYPE 25: Gypsum Wallboard
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- TYPE 30: Gypsum Wallboard
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- TYPE 32: Gypsum Wallboard
- TYPE 33: Gypsum Wallboard
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- TYPE 44: Gypsum Wallboard
- TYPE 45: Gypsum Wallboard
- TYPE 46: Gypsum Wallboard
- TYPE 47: Gypsum Wallboard
- TYPE 48: Gypsum Wallboard
- TYPE 49: Gypsum Wallboard
- TYPE 50: Gypsum Wallboard

ARCHITECTURAL KEYNOTES

- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE UNLESS OTHERWISE NOTED.



LEVELS 4TH - 15TH TYPICAL PLAN



CONSULTANTS

PROJECT TITLE
**HANDICRAFT
 BUILDING CITY
 APARTMENTS**

KEY PLAN

ISSUE #	DATE	DESCRIPTION
1	05/20/15	ISSUE FOR PERMITS
2	05/20/15	ISSUE FOR PERMITS

NOT FOR
 CONSTRUCTION

CERTIFICATION

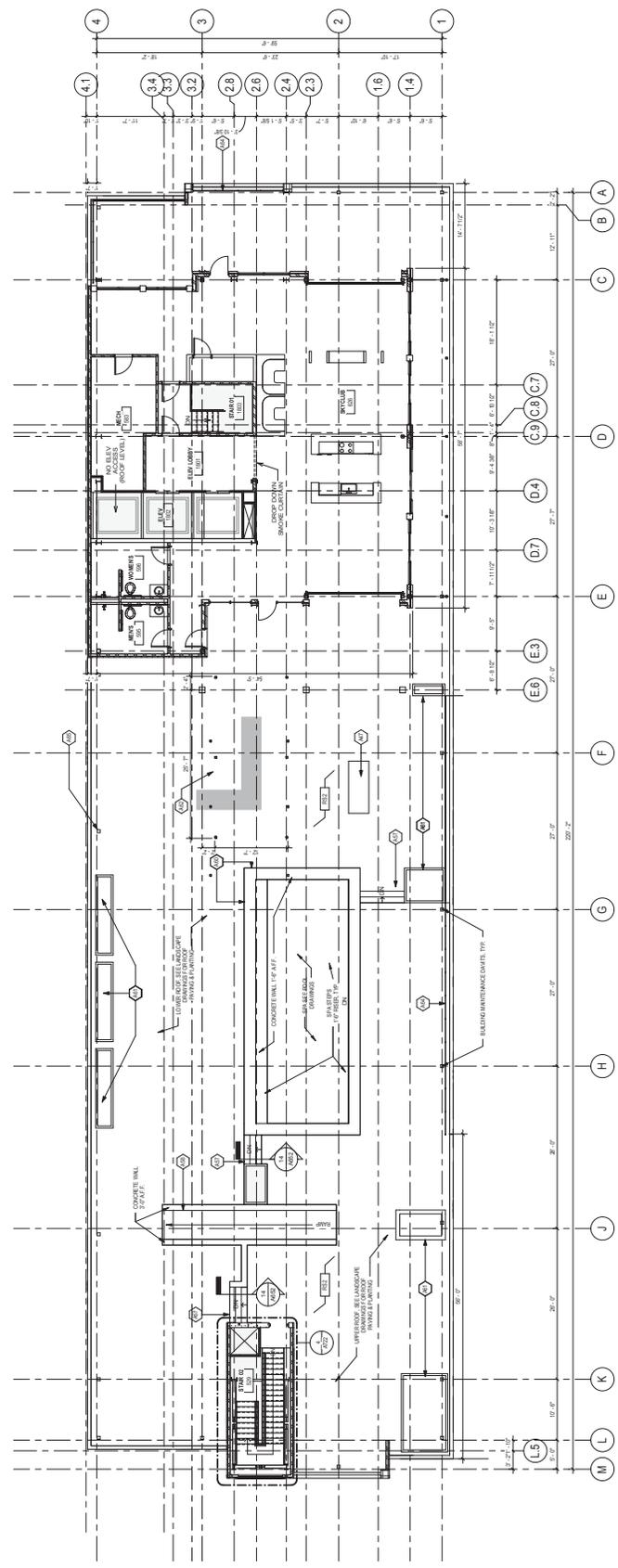
Issue Number	Date
1	05/20/15
2	05/20/15

MAIN ROOF PLAN

SHEET NUMBER

A118

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MAIN ROOF PLAN



PLAN NORTH

ROOF NORTH

CONSULTANTS

PROJECT TITLE
 HANDICRAFT
 BUILDING CITY
 APARTMENTS
KEY PLAN

ISSUE #	DATE	DESCRIPTION
1	05/22/15	ISSUE FOR PERMITS

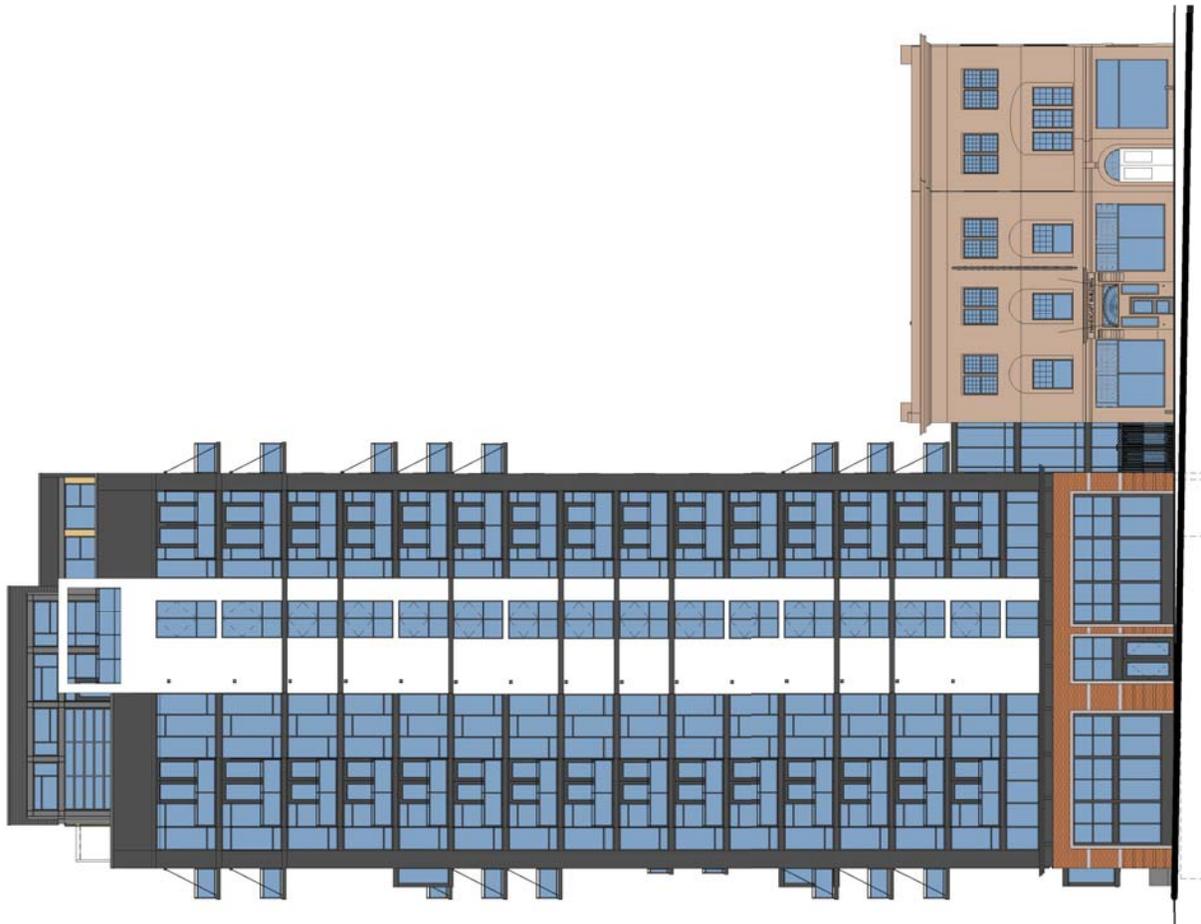
NOT FOR
 CONSTRUCTION

CERTIFICATION

License Number	Date
00000000	01/22/15
00000000	01/22/15
00000000	01/22/15
00000000	01/22/15

SHEET TITLE
 EXTERIOR
 ELEVATIONS

SHEET NUMBER
 A402
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*WINDOWS SHOWN AS BLUE COLOR FOR CLARITY.
 ACTUAL FINISH TO BE DETERMINED.



CONSULTANTS

PROJECT TITLE
**HANDICRAFT
 BUILDING CITY
 APARTMENTS**

KEY PLAN

ISSUE #	DATE	DESCRIPTION
1	05/20/15	ISSUE FOR CONSTRUCTION

NOT FOR CONSTRUCTION

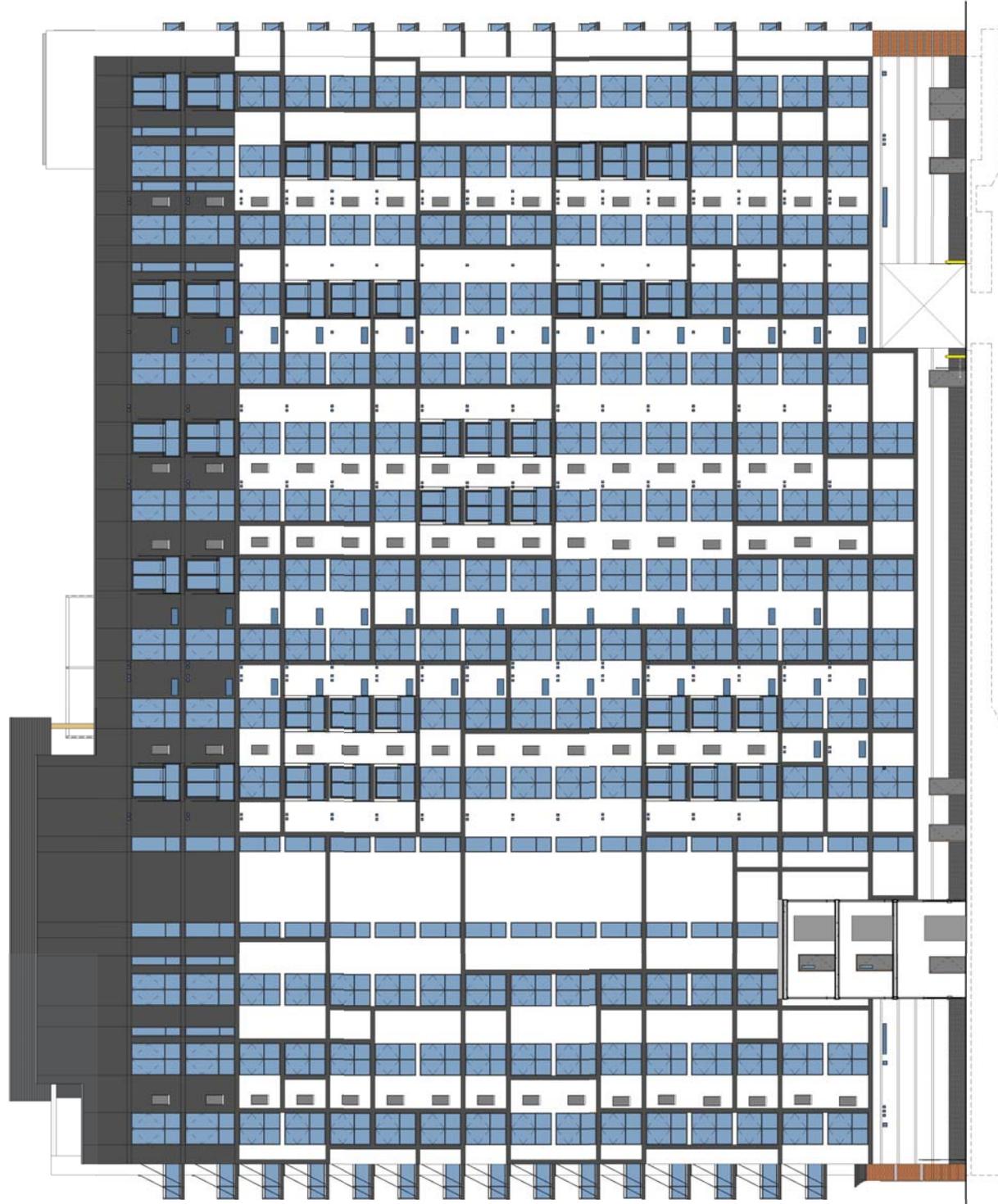
CERTIFICATION
 I have by certifying that these plans, specifications or reports are prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

Issue Number	Date
01/23/15	01/23/15
02/04/15	02/04/15
02/11/15	02/11/15

SHEET TITLE
**EXTERIOR
 ELEVATIONS**

SHEET NUMBER
A403

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*WINDOWS SHOWN AS BLUE COLOR FOR CLARITY.
 ACTUAL FINISH TO BE TRANSPARENT.

WEST ELEVATION

CONSULTANTS

PROJECT TITLE
 HANDICRAFT
 BUILDING CITY
 APARTMENTS
KEY PLAN

ISSUE #	DATE	DESCRIPTION
1	05/02/15	SCHEMATIC DEVELOPMENT
2	05/02/15	SCHEMATIC DEVELOPMENT

NOT FOR
 CONSTRUCTION

CERTIFICATION

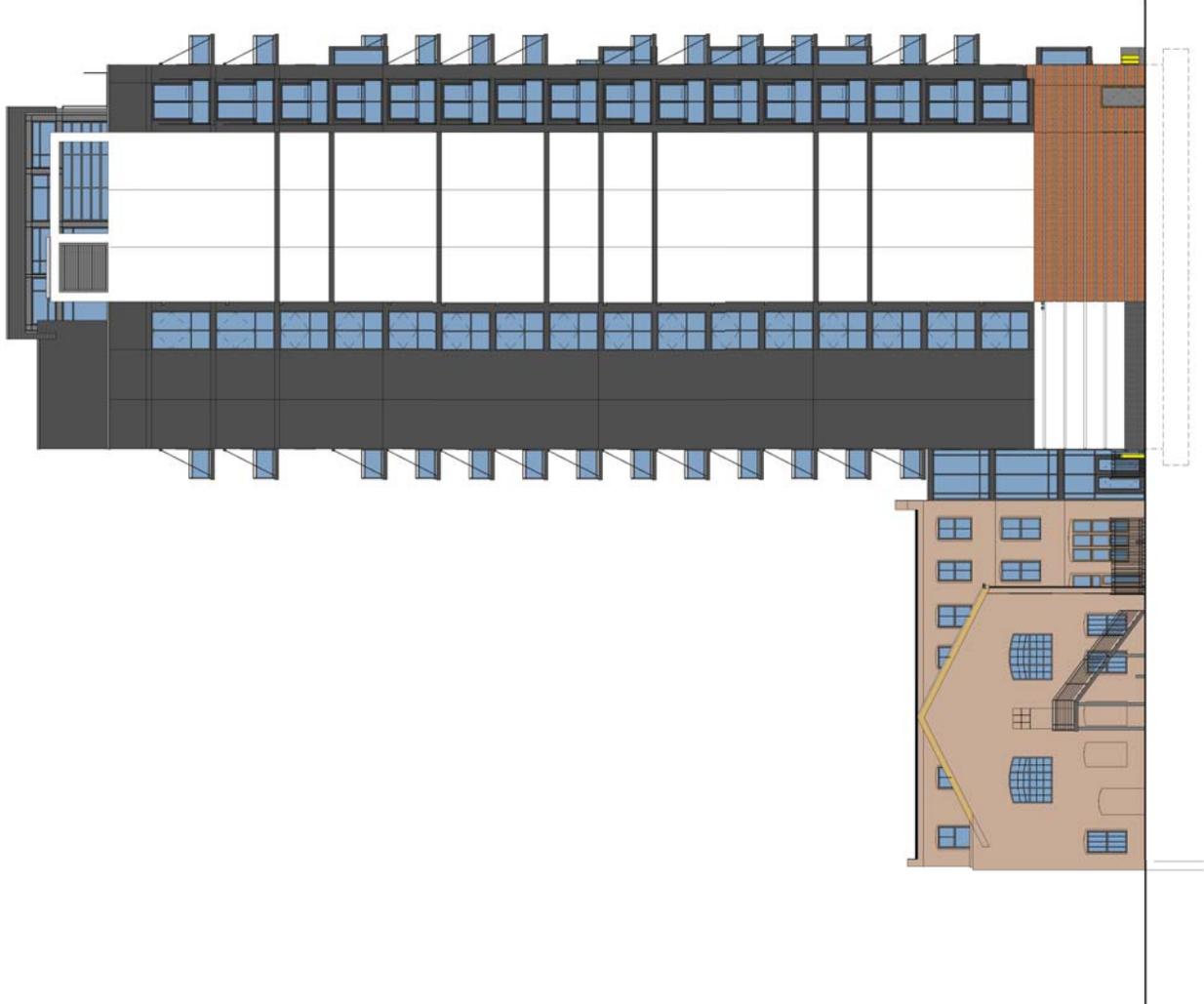
Issue Number	Date
01/22/15	
05/02/15	
05/02/15	
05/02/15	
05/02/15	

SHEET TITLE
 EXTERIOR
 ELEVATIONS

SHEET NUMBER

A404

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100% SOUTH ELEVATION

WINDOWS SHOWN AS BLUE COLOR FOR CLARITY.
 ACTUAL FINISH TO BE DETERMINED.

ISSUE #	DATE	DESCRIPTION
1	10/20/15	ISSUES RESOLVED

NOT FOR
CONSTRUCTION

STATE	DATE	DESCRIPTION
MD	10/20/15	ISSUES RESOLVED
VA	10/20/15	ISSUES RESOLVED
DC	10/20/15	ISSUES RESOLVED

EXTERIOR ELEVATION DEMOLITION NOTES

1. SAVAGE ALL ORIGINAL EXTERIOR MASONRY UNITS LARGER THAN 1/2 UNIT FOR USE AT REPLACEMENT CONDITIONS.
2. REMOVE EXISTING MORTAR JOINTS WHICH APPEAR TO BE DIFFERENT FROM ORIGINAL (REWORK). REWORKED TUCKPOINTING AND MASONRY PATCHING WHICH DOES NOT MATCH COLOR, TEXTURE, AND OR COMPOSITION OR BOND PATTERN). REMOVE AND REPOINT.
3. PROTECT ADJACENT HISTORICAL BRICK FROM DAMAGE AT UNLIT AND EXISTING MASONRY PATCHING AREAS.
4. REMOVE EXISTING MASONRY UNITS AND WINDOW SILL AND SASHES TO THE POINT OF DEMOLITION OF WINDOW APPROXIMATE TO THE SUBMITTAL PROCESS.

WINDOW NOTES AND KEY

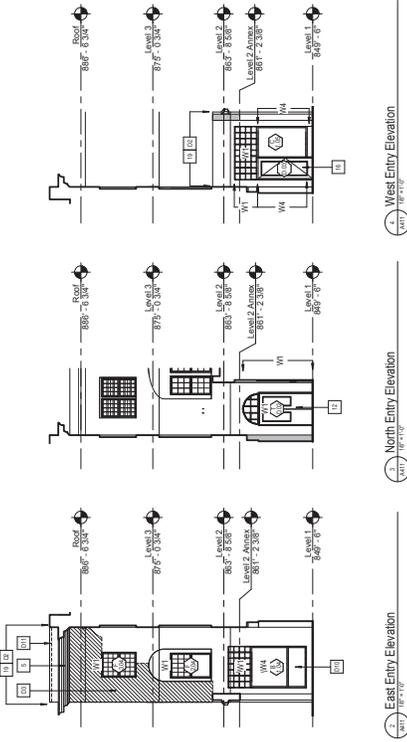
1. REFER TO WINDOW SCHEDULE FOR WINDOW SCHEDULE FOR ALL EXISTING WINDOWS AND DOORS.
2. ADD NEW STORM WINDOWS TO EXTERIOR OF ALL WINDOWS.
3. REMOVE ALL EXTERIOR STORM WINDOWS.
4. REMOVE ALL AIR CONDITIONING UNITS AND EXHAUST ENCLOSURES AT EXISTING WINDOWS.

WINDOW AND DOOR TREATMENT TYPE

- W-1 HISTORIC WINDOW DOOR TO BE REFINISHED
- W-2 HISTORIC WINDOW DOOR TO BE REFINISHED
- W-3 HISTORIC WINDOW DOOR TO BE REFINISHED
- W-4 NON-HISTORIC WINDOW DOOR TO BE REFINISHED
- W-5 NON-HISTORIC WINDOW DOOR TO BE REFINISHED
- W-6 NEW WINDOW DOOR IN NEW OPENING
- W-7 HISTORIC OPENING WITH MASONRY INFILL TO REMAIN REFINISHED OR REPLACED BY INDIVIDUAL ASSESSOR
- W-8 NON-HISTORIC WINDOW DOOR TO MATCH EXISTING

EXTERIOR ELEVATION DEMOLITION KEYNOTES

- D1 REMOVE NON-HISTORICAL INFILL MATERIAL FROM ORIGINAL OPENING.
- D2 REMOVE ALL EXISTING NON-HISTORICAL PAINT (STAINAGE, GRAFFITI, OR OTHER) ON EXISTING BRICK USING THE CENTER MEANS POSSIBLE. A TYPICAL OPENING AT 7' X 7' ZONE LOCATION SELECTED BY ARCHITECT. ORIGINAL SURFACE INTEGRITY AND FINISH OF EXISTING BRICKS SHALL BE MAINTAINED. REMOVE AND REPOINT REPAIR BRICKS SHALL NOT BE SANDBLASTED.
- D3 REMOVE EXISTING MORTAR JOINTS NOT MATCH ORIGINAL AND ALL FALLING JOINTS. REPOINT AS NECESSARY.
- D4 SAVE ALL NEW MASONRY OPENING IN EXISTING MASONRY WALL. INSTALL NEW STEEL UNITS WITH EXISTING MORTAR JOINTS.
- D5 REMOVE EXISTING ROOF PERIMETER INCLUDING FLASHINGS.
- D6 REMOVE ALL MECHANICAL EQUIPMENT, SUPPORT FRAMING, DUCTWORK, AND ASSOCIATED FLASHINGS, FLOW LINES AND CONDENSATE TRAYS. REMOVE ALL MECHANICAL OPENINGS WITH NEW MASONRY TO MATCH EXISTING AS REQUIRED.
- D7 REMOVE SKYLIGHT FLASHINGS AND WOOD FACIA. REMOVE GLAZING AND EXISTING GASKETING STONE GLAZING FOR REINSTALLATION. SCRAPE AND PAINT EXISTING SKYLIGHT FRAME. INSTALL NEW REGLET AND FLASHING AT MASONRY. INSTALL NEW METAL FLASHING STRIP EDGE AT WALL BELOW BRICK AND MASONRY JOINTS.
- D8 REMOVE ALL EXISTING ROOF GUTTERS AND DOWNSPOUTS. REMOVE BRICK AND REPAIR AND REPOINT JOINTS AS NEEDED.
- D9 PILLAR BASES DETERIORATED BY WATER FROM DOWNSPOUTS TO BE REPAIRED. VERIFY STORM DRAIN IS FUNCTIONING CORRECTLY. CORRECT IF NECESSARY.
- D10 REPAIR BRICK CORNICE AS NEEDED.
- D11 REMOVE AND REFACE SHEET METAL COPING AT PARAPET.
- D12 REMOVE THE LOWER GLAZED BRICK BULKHEAD. REPLACE WITH NEW MASONRY TO COMPLEMENT EXISTING MASONRY.
- D13 REMOVE EXISTING MECHANICAL EXHAUST VENTS IN LIT WITH BRICK.
- D14 REMOVE AND REPLACE METAL GUTTERS AND DOWNSPOUTS.
- D15 EXISTING WINDOWS TO BE REPOVED FOR NEW OPENING.
- D16 EXISTING WINDOW DOOR TO BE REPOVED IN LIT WITH MASONRY.
- D17 REMOVE EXISTING DOOR AND/OR WINDOW TO CREATE WINDOW PARAPET. REMOVE EXISTING INFILL MATERIAL. REPAIR OPENING FOR NEW WINDOW.
- D18 REMOVE EXISTING AWNING PATIO-HALL HOLES.
- D19 REMOVE EXISTING INFILL. REPLACE WITH MASONRY TO MATCH ORIGINAL.
- D20 REMOVE EXISTING METAL STRAP.
- D21 REMOVE EXISTING CORNICES AND/OR MASONRY OF LITE. PROVIDE NEW MASONRY TO MATCH EXISTING MASONRY WITH REPAIRATION FOR NEW ROOFING. PROVIDE NEW METAL COPING.
- D22 REMOVE EXISTING JOISTS AND RELATED ATTACHMENTS.
- D23 REMOVE SIGNAGE AND ASSOCIATED ATTACHMENTS.
- D24 REMOVE CONCRETE AT BASE OF PILASTERS.

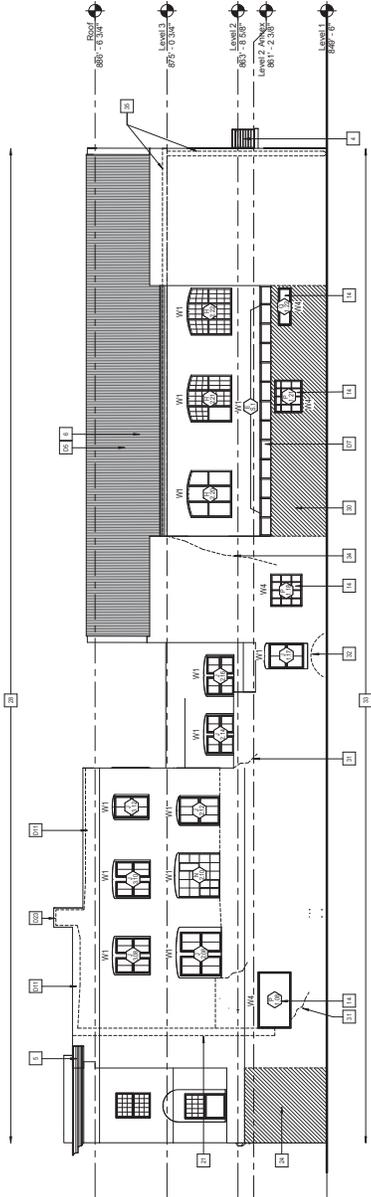


EXTERIOR ELEVATION NEW WORK AND OTHER KEYNOTES

- K1 THREE STORY UNK FROM EXISTING HANDICRAFT BUILDING TO RESIDENTIAL TOWER (NEW CONSTRUCTION).
- K2 REMOVE CHANGED STONE REPAIRMENT. PROVIDE TEMPORARY SHORING OF REMAINING MASONRY. REPAIR REPAIRMENT BY JOINING WITH STAINLESS STEEL BRACKETS AND REPAIR WITH MATCHING MASONRY. MATCH EXISTING MORTAR JOINT PROFILES AND COLOR.
- K3 REWORK MASONRY AT REAR CORNER OF ADJACENT BUILDING TO BE DISPOSED. REMOVE AND RESET EXISTING PIERCE. AND UTILIZE FACE BRICK FROM ADJACENT BUILDING AS NEEDED.
- K4 REPLACE EXTERIOR METAL STAIR TO COMPLY WITH CURRENT BUILDING CODE AND EXISTING REQUIREMENTS.
- K5 RESTORE METAL CORNICE AND PAINT AS DIRECTED BY ARCHITECT.
- K6 INSTALL METAL STANDING SEAM ROOF, FLASHINGS, AND FASCIA.
- K7 INSTALL WROUGHT IRON METAL FENCE AND GATE PAINTED.
- K8 REBUILD AND REPLACE NEW STONE SILL AS NEEDED.
- K9 INSTALL ALUMINUM STORMBOLT WINDOW SYSTEM.
- K10 REPLACE WITH NEW DIVIDED LIGHT WOOD DOOR.
- K11 RETAIN DOOR OR WINDOW AND REPAIR IN PLACE.
- K12 REPLACE WITH NEW STEEL DOOR AND FRAME AS NEEDED.
- K13 REPLACE WITH NEW STEEL DOOR AND FRAME AS NEEDED.
- K14 REMOVE WINDOW AND/OR FRAME AS NEEDED.
- K15 REPLACE WITH NEW STORMBOLT TO MATCH ADJACENT STORMBOLT.
- K16 REMOVE AND FIX SHUT.
- K17 CLEAN FACE BRICK AND STONE BULL ELEVATIONS.
- K18 REMOVE EXISTING PORTAL LITE AT FACE BRICK AND STONE BAWK. REPOINT TO MATCH EXISTING MORTAR JOINT PROFILES AND COLOR ABOVE CORNICE AT PRIMARY FACADE (EXTEND TO BACK SIDE OF WALL CONTAINING ARCH OPENING).
- K19 REMOVE PAINT AT MASONRY.
- K20 REPLACE CHANGED STONE BASE PIERCES WITH STONE FROM ADJACENT BUILDING TO BE DISPOSED. PATCH SIZE, PROFILE AND FINISH TEXTURE OF REPOVED PIERCES.
- K21 REMOVE EXISTING STONE BRICKS AND STONE PIERCES. REWORK MASONRY TO MATCH EXISTING MASONRY.
- K22 REMOVE EXCESS MORTAR AT CLAY TILE. REPOINT MASONRY WHERE REQUIRED. PROVIDE NEW BASE AND FINISH COAT EXTERIOR PLASTER. PROVIDE STONE COPING TO MATCH ADJACENT COPING. NOT USED.
- K23 REMOVE ROOFING PERIMETER ATTACHMENTS AND AIRPAIL PITCH AND RESIDE AT ROOF LINE OF BUILDING TO BE ADJACENT.
- K24 CLEAN BRICKS AND REPAIR METAL PARAPET. CLEAN WALLS AND REPOINT. ALL ELEVATIONS THIS FACADE.
- K25 CLEAN BRICK OF ALL RESIDUAL PAINT, GRAFFITI AND EXCESS MORTAR. CLEAN WALL AND REPOINT. ALL ELEVATIONS THIS FACADE.
- K26 NOT USED.



NOT FOR
 CONSTRUCTION



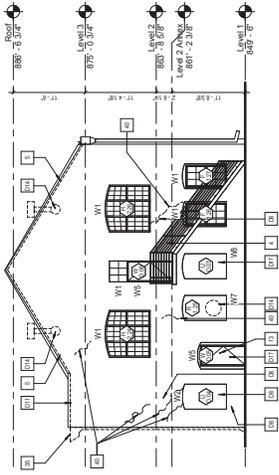
WEST ELEVATION



ISSUE #	DATE	DESCRIPTION
1	08/20/14	ISSUE FOR

NOT FOR
CONSTRUCTION

DATE	ISSUE	DESCRIPTION
08/20/14	1	ISSUE FOR



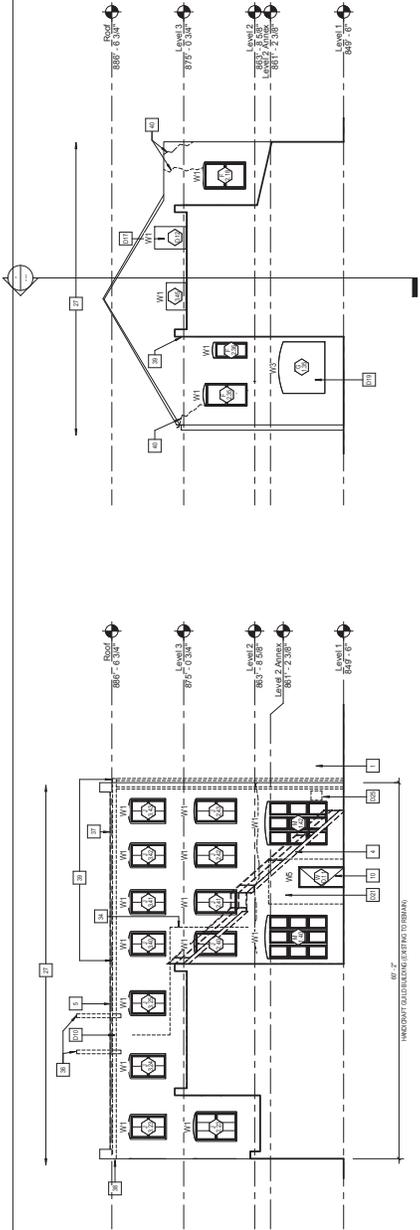
SOUTHELEVATION
W 117



ISSUE #	DATE	DESCRIPTION
1	10/20/14	ISSUE FOR CONSTRUCTION

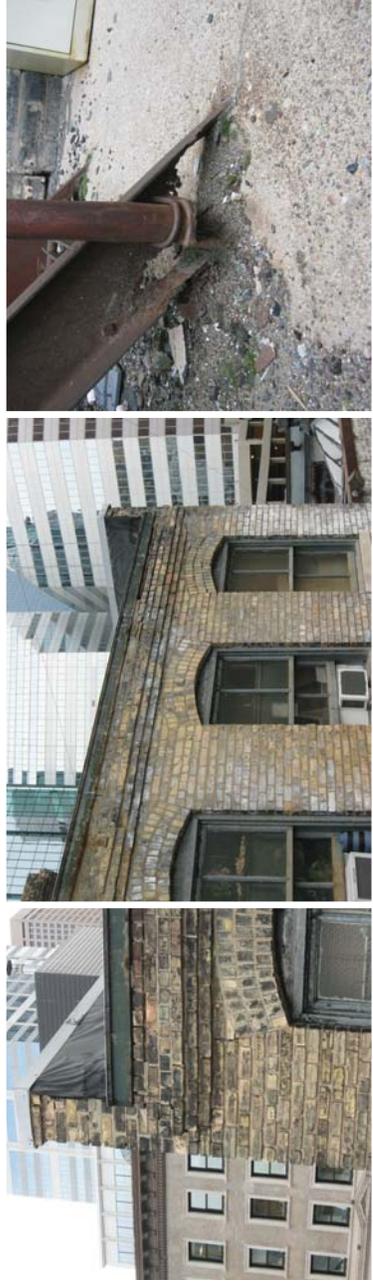
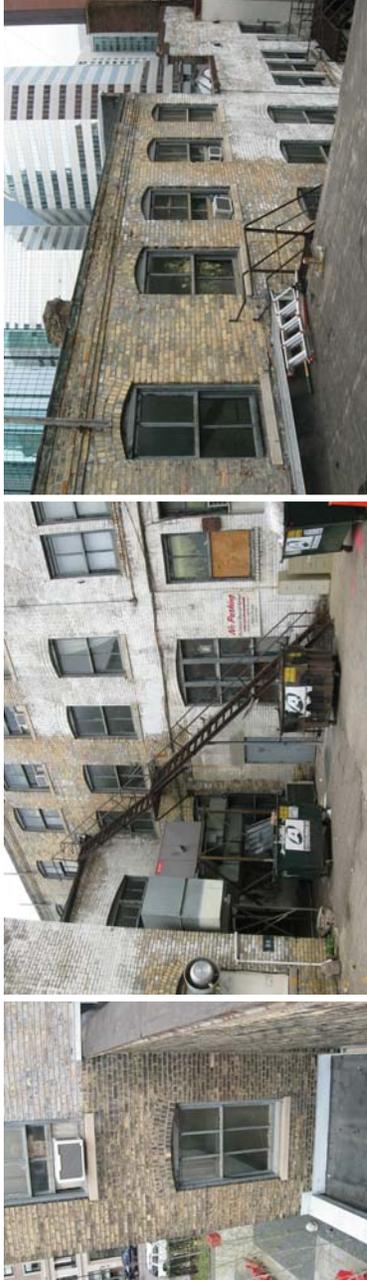
NOT FOR
CONSTRUCTION

DATE	ISSUE	DESCRIPTION
10/20/14	1	ISSUE FOR CONSTRUCTION



North Elevation at Annex Courtyard

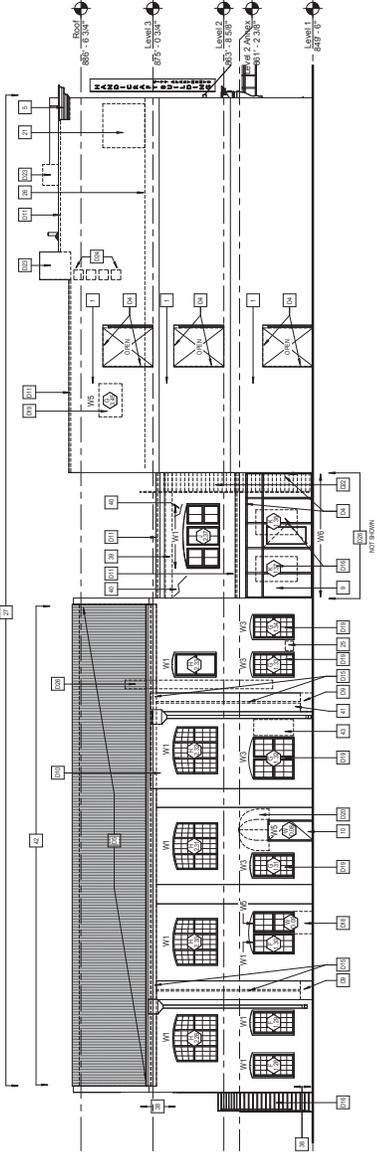
South Elevation at Annex Courtyard



ISSUE #	DATE	DESCRIPTION
1	10/20/15	ISSUE FOR

NOT FOR
CONSTRUCTION

DATE	ISSUE #	DESCRIPTION
10/20/15	1	ISSUE FOR



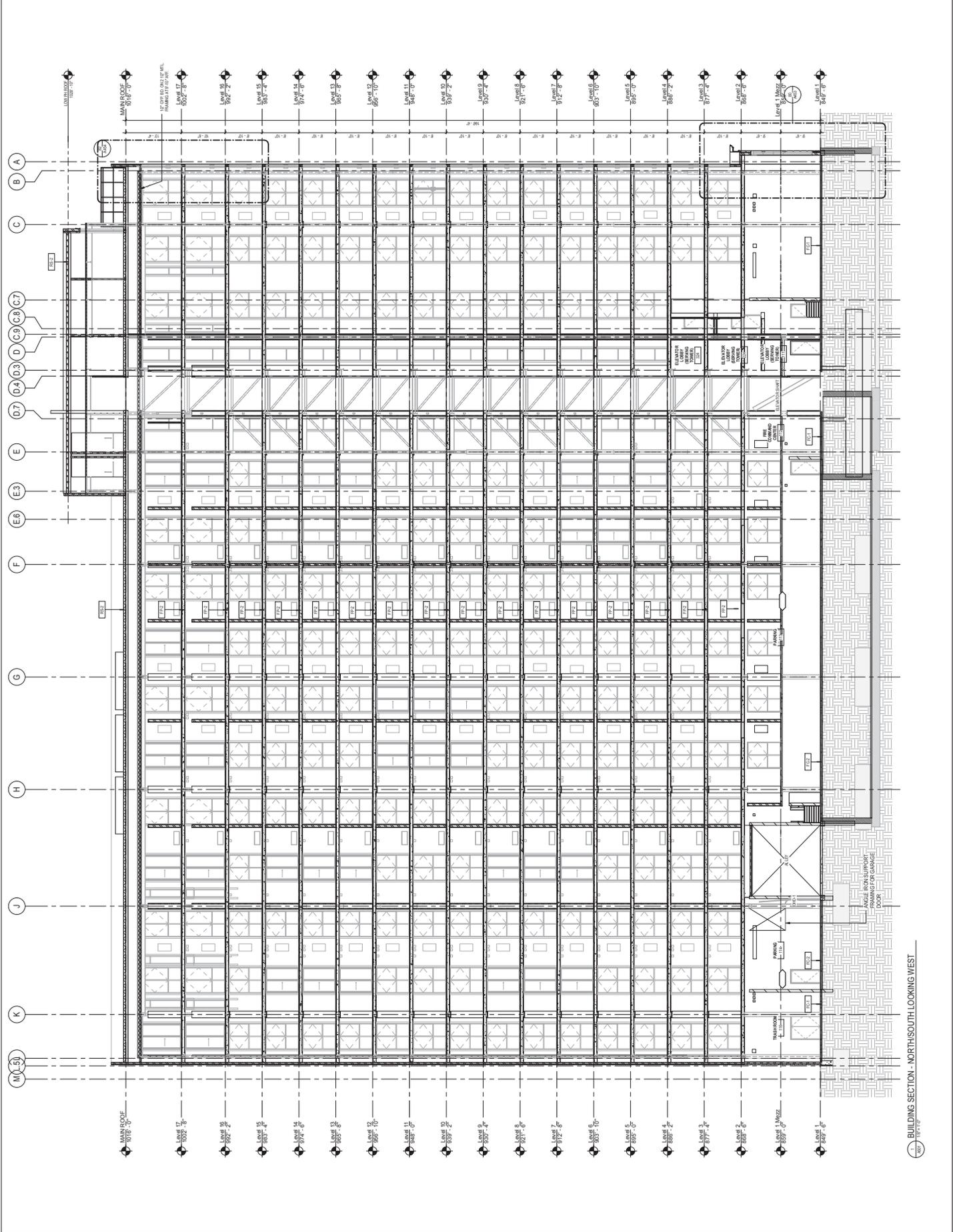
1 EAST ELEVATION AT GUILD BUILDING



ISSUE #	DATE	DESCRIPTION
1	05/05/15	ISSUE FOR PERMITS
2	05/05/15	ISSUE FOR PERMITS

NOT FOR
 CONSTRUCTION

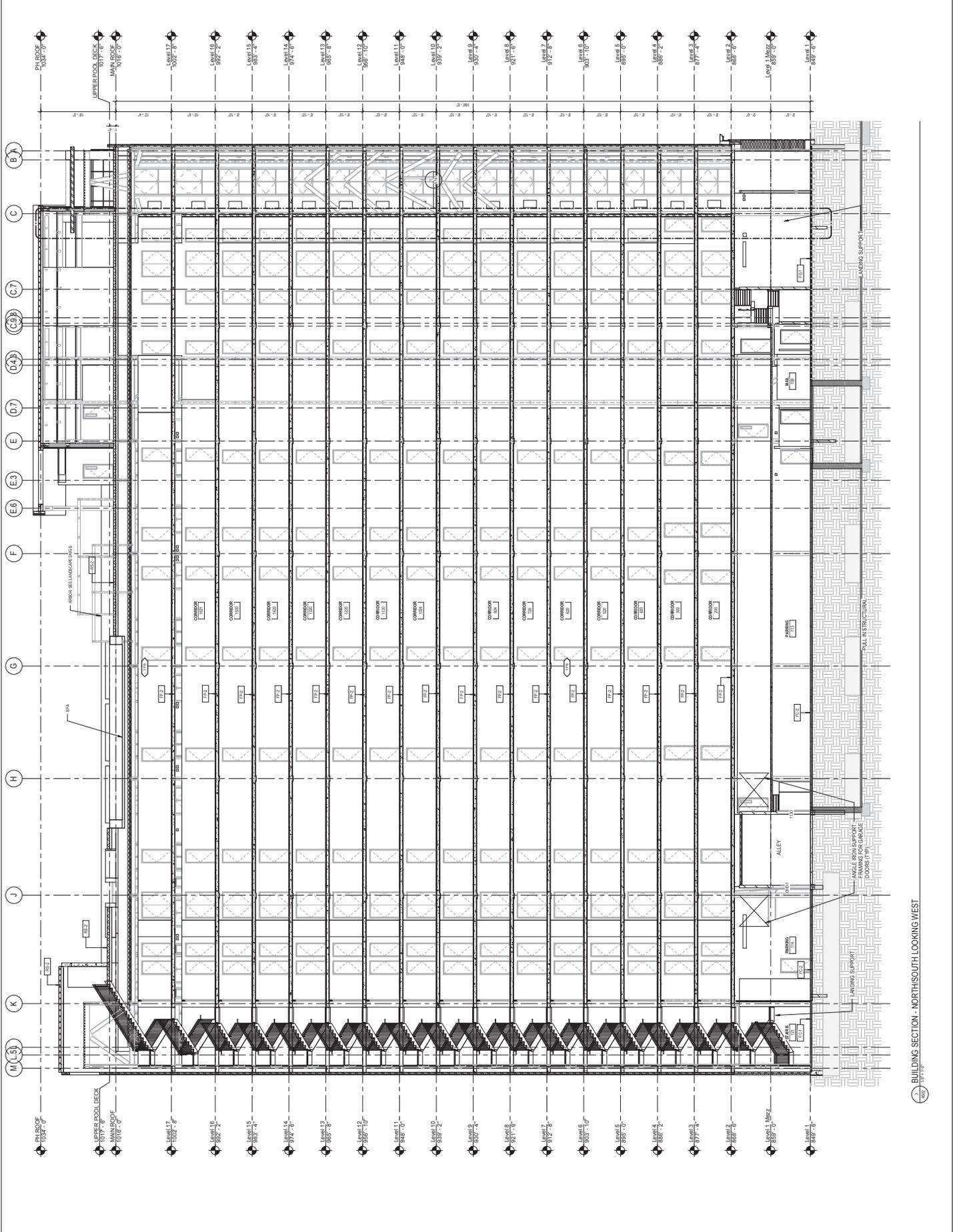
Issue Number	Date
1	05/05/15
2	05/05/15



ISSUE #	DATE	DESCRIPTION
1	05/20/15	ISSUE FOR PERMITS
2	06/02/15	ISSUE FOR PERMITS

NOT FOR
 CONSTRUCTION

Issue Number	Date
1	05/20/15
2	06/02/15

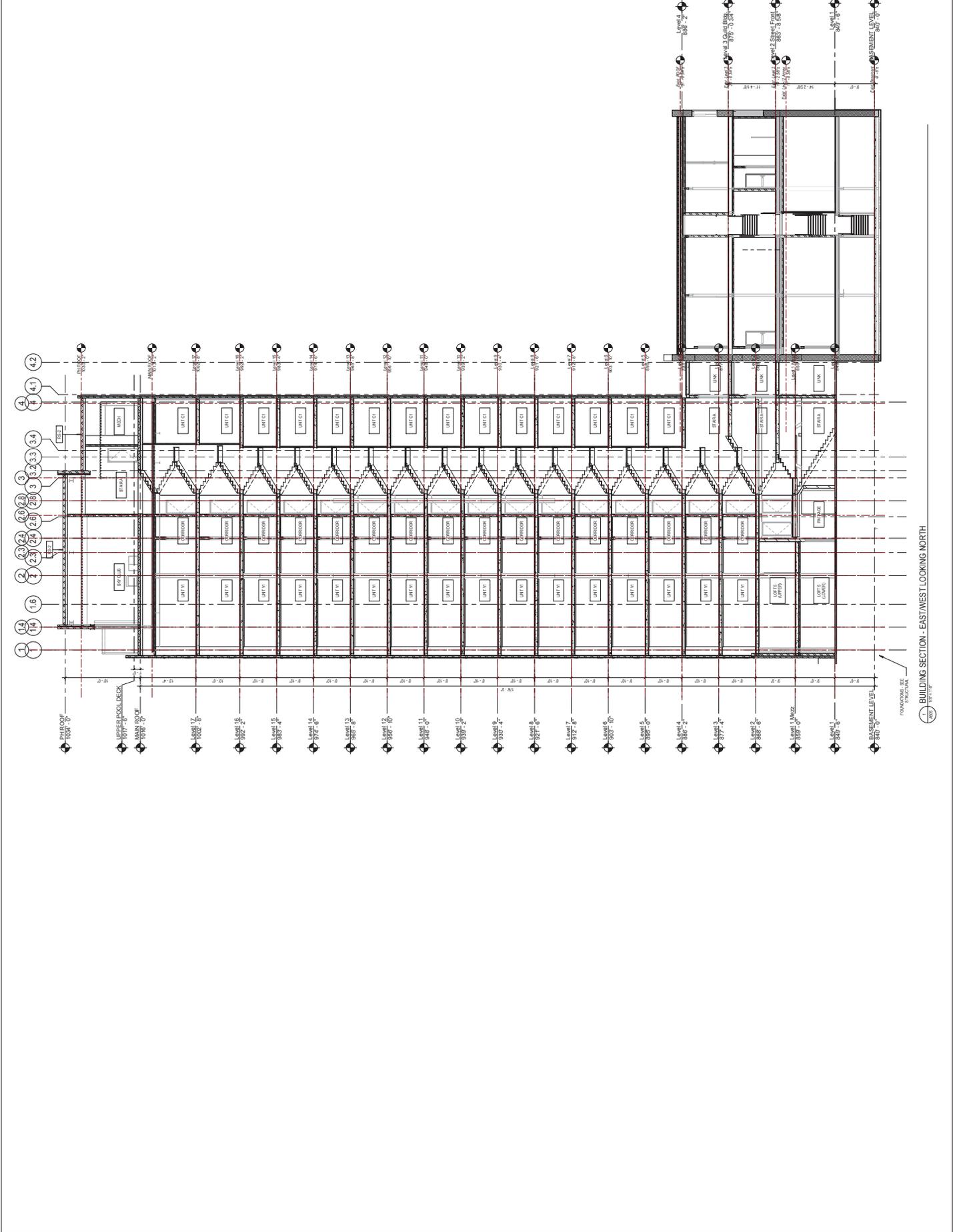


3. BUILDING SECTION - NORTHSOUTH LOOKING WEST

ISSUE #	DATE	DESCRIPTION
1	05/02/15	ISSUE FOR PERMITS
2	05/02/15	ISSUE FOR PERMITS
3	05/02/15	ISSUE FOR PERMITS

NOT FOR
 CONSTRUCTION

DATE	BY	FOR
05/02/15	BOAMIEN	DRW
05/02/15	VICKS	CHK
05/02/15	YOST	APP
05/02/15	JOST	APP



BUILDING SECTION - EAST/WEST LOOKING NORTH

CONSULTANTS

PROJECT TITLE
**HANDICRAFT
 BUILDING CITY
 APARTMENTS**
 KEY PLAN

ISSUE #	DATE	DESCRIPTION
1	07/20/14	ISSUE FOR CONSTRUCTION

NOT FOR CONSTRUCTION

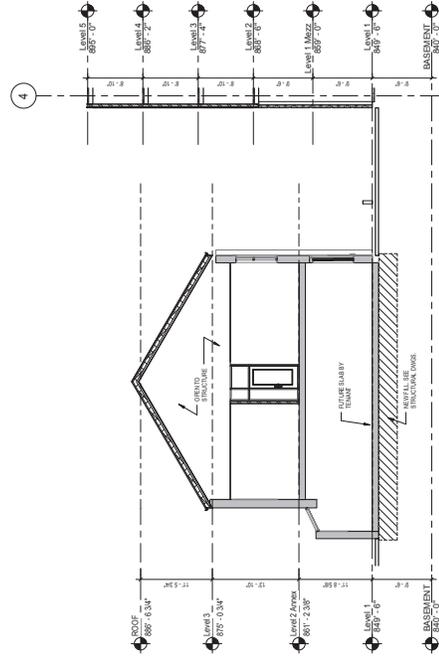
CERTIFICATION
 I, the undersigned, being a duly licensed and qualified architect or engineer, do hereby certify that the plans, specifications and reports herein prepared by me or under my direct supervision and control are true and correct in accordance with the laws of the State of Minnesota.

Draw Number	Draw
10-00000	10-00000
10-00001	10-00001
10-00002	10-00002
10-00003	10-00003
10-00004	10-00004
10-00005	10-00005

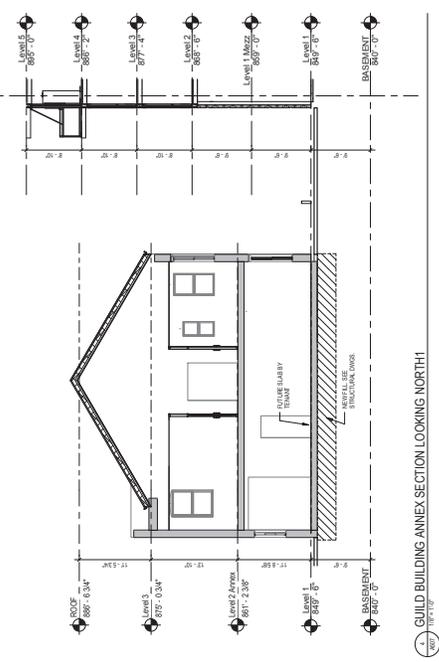
SHEET TITLE
**GUILD BUILDING
 SECTIONS**

SHEET NUMBER
A507

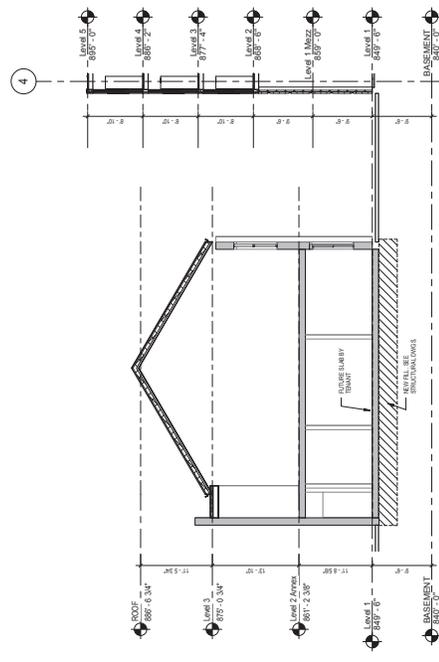
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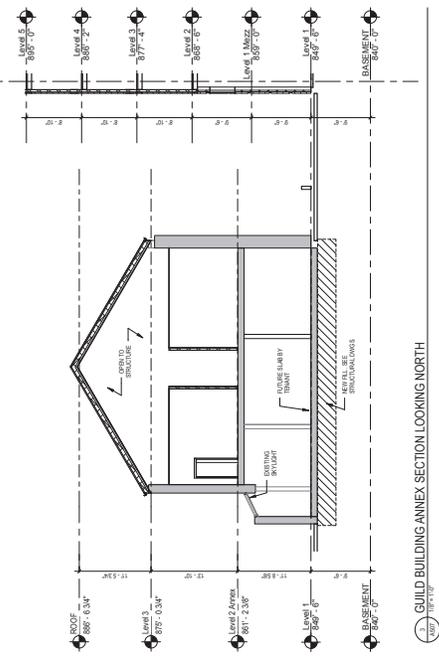
4-10
 1/8" = 1'-0"
 GUILD BUILDING ANNEX SECTION LOOKING NORTH5



4-10
 1/8" = 1'-0"
 GUILD BUILDING ANNEX SECTION LOOKING NORTH1



4-10
 1/8" = 1'-0"
 GUILD BUILDING ANNEX SECTION LOOKING NORTH4



4-10
 1/8" = 1'-0"
 GUILD BUILDING ANNEX SECTION LOOKING NORTH

ISSUE #	DATE	DESCRIPTION
1	07/20/14	ISSUE FOR CONSTRUCTION

NOT FOR CONSTRUCTION

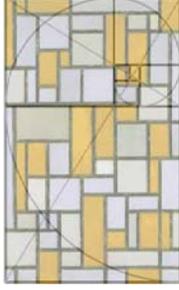
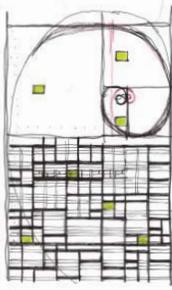
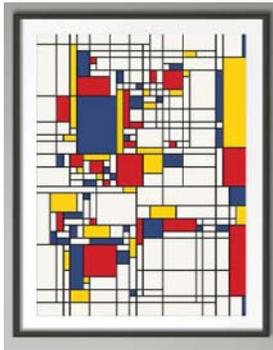
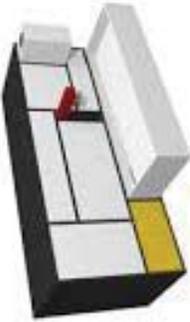
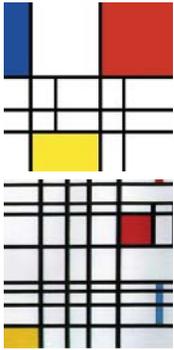
CERTIFICATION
 I, the undersigned, being a duly licensed Professional Engineer in the State of Minnesota, hereby certify that the above described project was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Issue Number	Date
01/02/14	
02/03/14	
03/04/14	
04/05/14	
05/06/14	
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10th & Marquette Development



10th & Marquette Development



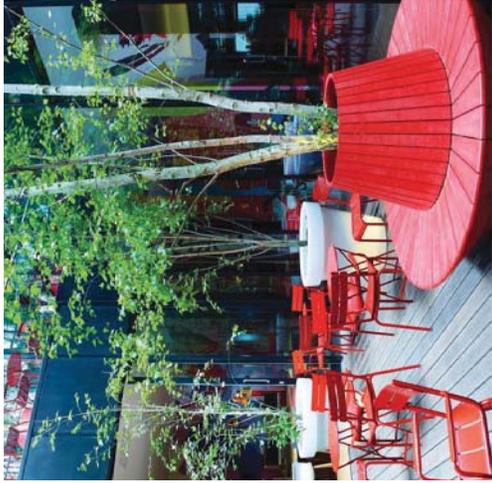
10th & Marquette Development



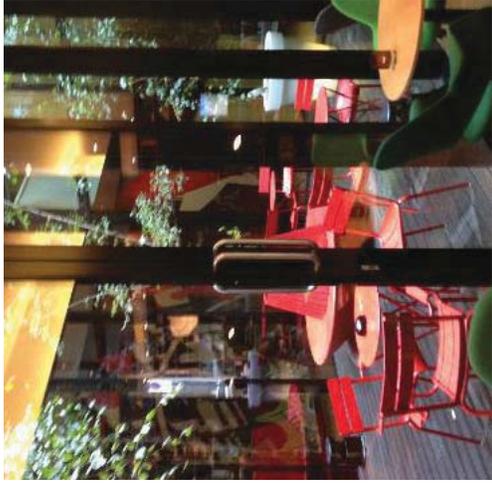
05/01/2015

Walk-Ups

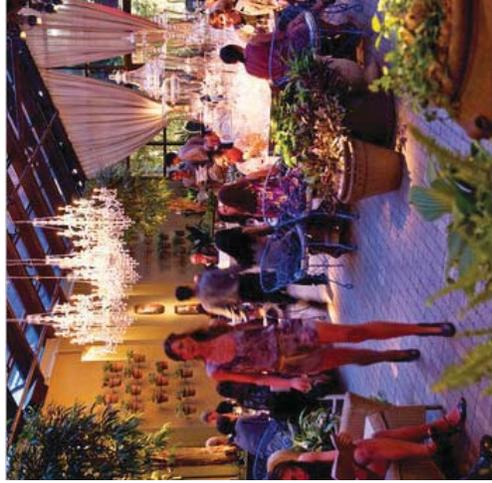
10th & Marquette Development



CITIZEN M - LONDON



MONDARIAN - SOHO



05/01/2015

DAMONFARBERASSOCIATES

PrattOrdnway
PROPERTY



CITY™ BKV
GROUP

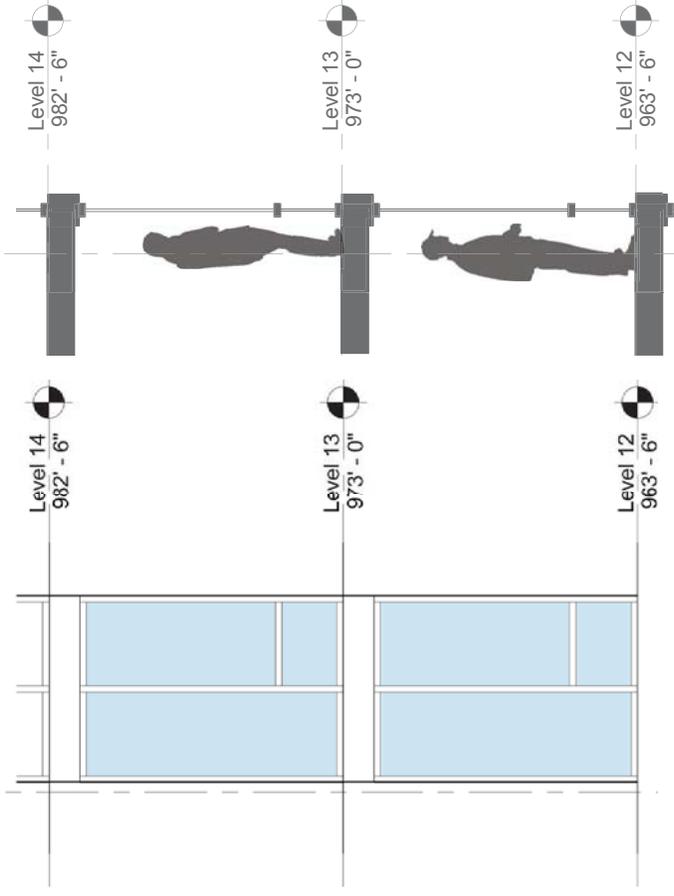
10th & Marquette Development

Handicraft

46.4%

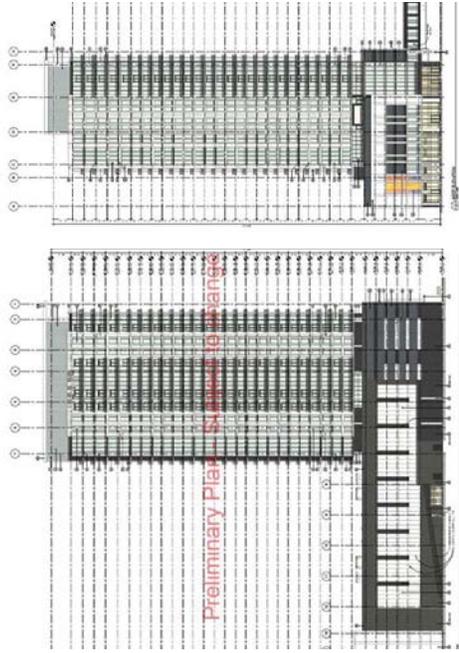
Glazing Percentage

- Glazing percentage equal to or greater than:
The Nic, 4Marq, and Latitude 45
- Patterning of facade not shown for diagram purposes only.



10th & Marquette Development

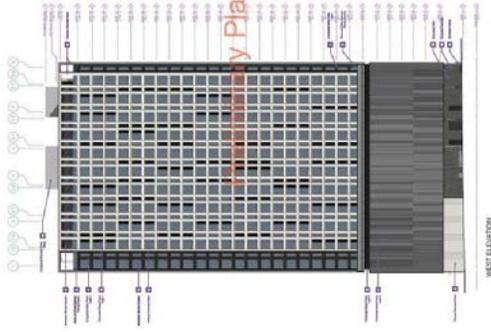
Recent Development Glazing Comparison:



The Nic

46.4% - 47.6%

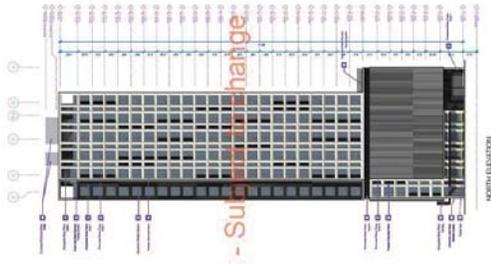
Glazing Percentage



4Marq

35.7% - 36%

Glazing Percentage



Latitude 45

35% - 40%

Glazing Percentage



10th & Marquette Development



05/01/2015

PrattOrdway
PROPERTIES



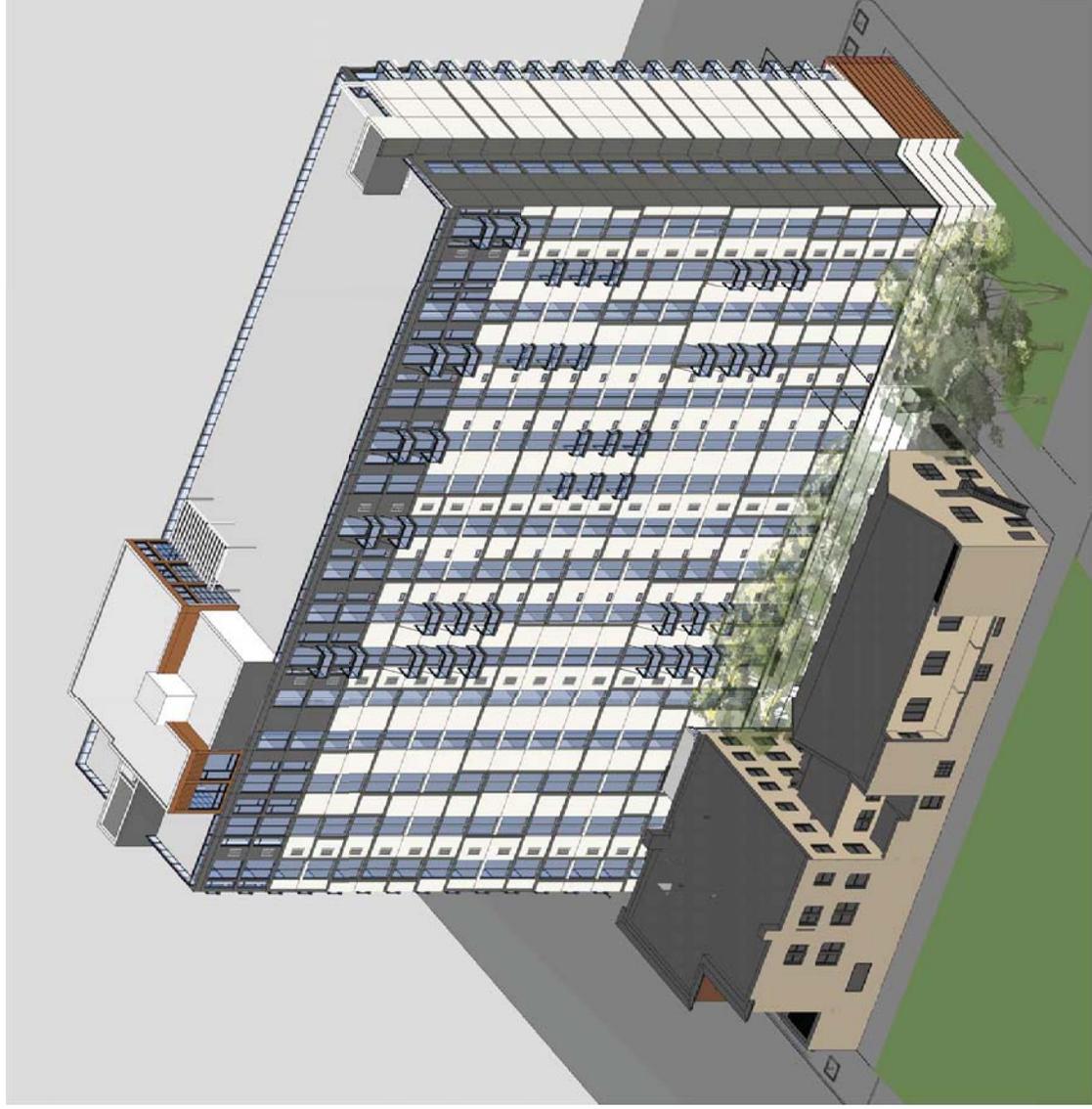
CITY™ BKV
GROUP

10th & Marquette Development



05/01/2015

10th & Marquette Development

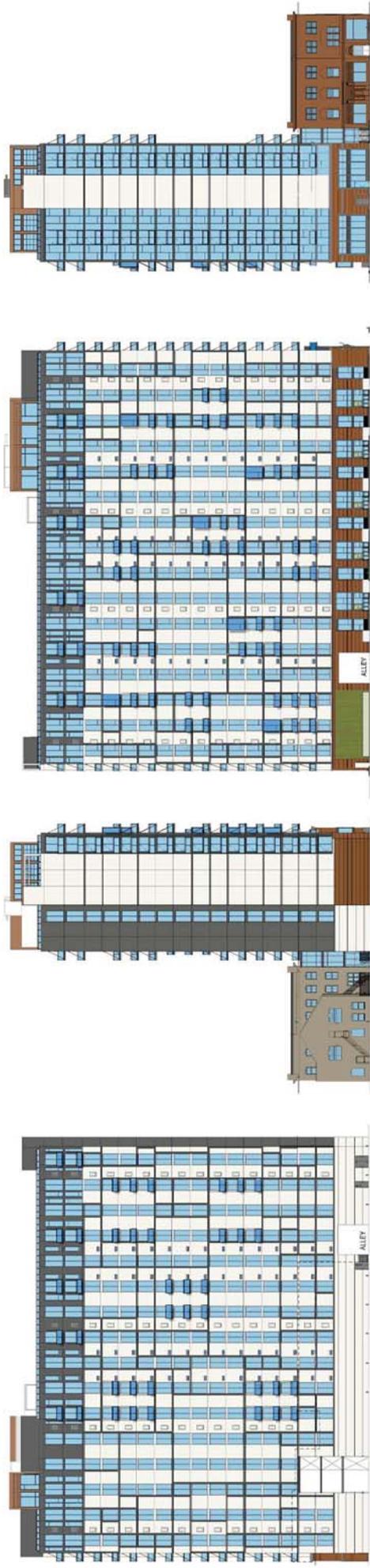


05/01/2015

10th & Marquette Development



10th & Marquette Development



10th & Marquette Development



10th Street Elevation



Alley View of Historic Building



Marquette Avenue Elevation



Existing Conditions

10th Street context, looking west





North Elevation (10th Street), in perspective



North Elevation (10th Street), in perspective

North Elevation (10th Street)





West Elevation (partial)

West Elevation (partial)



South Elevation



Alley view



Gretchen Camp

From: Gretchen Camp
Sent: Friday, May 01, 2015 12:58 PM
To: Goodman, Lisa R.
Cc: 'Shawn Zimny (Regional CHI)'
Subject: Handicraft Building City Apartments - Land Use Applications
Attachments: 20150501_HC_Land Use Package.pdf

Dear Council Member Goodman,

We are taking this opportunity to formally notify you that on May 1st Village Green will submit land use applications to CPED for the following:

- Site Plan Review
- Vacation of Air Rights over a Public Alley
- Variance to reduce the width of a drive aisle from 22 feet to 0 feet
- Variance to reduce the south interior side yard setback from 15 ft to 1 ft
- Floor Area Ratio Premium (historic preservation) to increase from 8.0 to 9.6

We shared the latest project renderings with the Planning Commission last night at a Committee of the Whole meeting. The design updates were well-received by the commissioners, and we have incorporated the feedback we received into the site plan and building elevations. Please see attached.

Let us know if you have any questions or would like to meet to discuss.

Best regards,
Gretchen

Gretchen Camp, AIA, LEED AP | Partner | BKV Group | Ph: 612.373.9122
222 North 2nd Street, Minneapolis, MN 55401 | Chicago, IL | Washington, DC
Architecture, Interior Design, Landscape Architecture, Engineering | www.bkvgroup.com

Gretchen Camp

From: Gretchen Camp
Sent: Friday, May 01, 2015 12:56 PM
To: 'Christie@hantge.com'
Cc: 'Shawn Zimny (Regional CHI)'
Subject: Handicraft Building City Apartments - Land Use Applications
Attachments: 20150501_HC_Land Use Package.pdf

Christie,

We are taking this opportunity to formally notify the DMNA that on May 1st Village Green will submit land use applications to CPED for the following:

- Site Plan Review
- Vacation of Air Rights over a Public Alley (to build over the alley)
- Variance to reduce the width of a drive aisle from 22 feet to 0 feet
- Variance to reduce the south interior side yard setback from 15 ft to 1 ft
- Floor Area Ratio Premium (historic preservation) to increase from 8.0 to 9.6

Thank you again for the support letter you sent to Hilary Dvorak. We shared the latest project renderings with the Planning Commission last night at a Committee of the Whole meeting. The design updates were well-received by the commissioners, and we have incorporated the feedback we received into the site plan and building elevations. Please see attached.

Let us know if you have any questions.

Best regards,
Gretchen

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40 S. 7th Street
Suite 212, PMB 172
Minneapolis, MN 55402
Phone: (612) 659-1279
Online: www.thedmna.org

March 24, 2015

Ms. Hilary Dvorak, City Planner
City of Minneapolis - Heritage Preservation Commission
Public Service Center - 250 S. 4th Street, Room 300
Minneapolis, MN 55415

Re: Village Green – 10th Street and Marquette Ave.

Dear Hilary:

I am writing to you on behalf of the Downtown Minneapolis Neighborhood Association (DMNA) Board of Directors regarding Village Green's plans for redeveloping the property located at 10th Street and Marquette Avenue. Shawn Zimny from Village Green and Gretchen Camp and Michael Krych from BKV Group met with the DMNA Board on Monday, March 16, 2015 to review the concept plans for the 18-story residential project.

Zimny and Krych used a PowerPoint presentation to show images of the site plan and exterior design of the building. Krych explained that there are currently three buildings on the property. He stated that Village Green intends to incorporate one of the buildings, the 108-year-old HandiCraft Guild building at 89 S.10th St., into the redevelopment plan. Krych further noted that the exterior design of the base of the new building compliments the HandiCraft Guild Building, while the upper portion is contemporary and practical like the building was when it was first constructed.

After reviewing the site plan and exterior design, Zimny highlighted the residential composition of the project. He stated that the project will contain 293 market rate apartments. The project includes 23% micro units, plus other smaller unit types such as studio, alcove and small 1-bedroom units. In addition, the project provides 2-bedroom/1 bath and 2-bedroom/2 bath units. Zimny indicated the 18th floor will provide an outdoor roof terrace and sky club for the private use of the building's residential tenants.

Camp reviewed the land use applications associated with this project. She stated that Village Green is seeking a Certificate of Appropriateness from the Heritage Preservation Commission for the renovation of the historic HandiCraft Guild Building. In addition, Village Green will be requesting the following from the Planning Commission: variance to increase the maximum floor area ratio from 8 to 9.5; variance to reduce the width of the drive aisle from 22 feet to 0 feet; variance to reduce the south interior side yard setback from 15 feet to one foot for residential windows facing the property line; site plan review; and vacation of air rights over the public alley.

Krych and Zimny concluded the presentation by requesting a letter of support from the DMNA. Krych and Zimny then accepted questions about the project. There was some concern about the size of units and lack of parking spaces. Krych and Zimny stated that this project intends to cater to millennials working downtown that rely on car share companies and public transit. After some discussion, the DMNA Board passed a motion in support of concept plans for the project and associated land use applications.

If you have any questions regarding this letter, please feel free to contact me at christie@hantge.com, or 320-583-4573. You may also contact DMNA Board Chair, Chad DiDonato, at Chad.DiDonato@gmail.com.

Sincerely,

Christie Rock
DMNA Coordinator / Finance Coordinator

Cc. Gretchen Camp, BKV Group
Chad DiDonato, DMNA Board Chair

Dvorak, Hilary A.

From: Andrew Shawd <andrew.shawd@gmail.com>
Sent: Thursday, April 30, 2015 12:37 AM
To: Dvorak, Hilary A.
Subject: Comments on Handicraft Guild development Presentation

Hello Ms. Dvorak,

I just wanted to share a few thoughts on this development ahead of tomorrow's presentation to the planning committee on the whole. I like the project as a whole and I could see myself being someone this new type of micro apartment would be marketed to. It's a good addition to the residential portfolio downtown. However, I'm not sold on having walk-up townhomes along Marquette. They seem very out of place along a busy transit corridor with crowded bus stops along the sidewalk. Has retail ever been suggested for the ground floor of this development? The existing buildings are a charming if somewhat dilapidated row of small scale retail and it appears the developer has tried to mimic that look with the ground level façade. Why not preserve the original use of the buildings too?

Anyways, nothing deal-breaking, just wanted to get my thoughts to those in the system. Keep up the good work!

Andrew Shawd

Downtown Resident