



Monday, August 19, 2019  
7:00 pm

City Hall – Council Chambers  
5200 - 85<sup>th</sup> Ave North

**THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK  
REGULAR MEETING – AGENDA #10**

**President Jeffrey Lunde, Vice President Lisa Jacobson & Treasurer Wynfred Russell  
Commissioners Mark Mata, Terry Parks, Susan Pha & Tonja West-Hafner, Executive Director Kim  
Berggren, Assistant Executive Director Jay Stroebel & Secretary Theresa Freund**

If due to a disability, you need auxiliary aids or services during an EDA Meeting, please provide the City with 72-hour notice by calling 763-493-8012 or FAX 763-493-8391.

*Our Mission: Brooklyn Park, a thriving community inspiring pride where opportunities exist for all.*

**Our Goals:**

*Strong Neighborhoods • Adapting to Changing Demographics • Public Safety  
Financial Sustainability • Community Image • Focused Redevelopment and Development*

**I. ORGANIZATIONAL BUSINESS**

**1. CALL TO ORDER/ROLL CALL**

**2. PUBLIC COMMENT AND RESPONSE**

This provides an opportunity for the public to address the EDA on items, which are not on the agenda. Open Forum will be limited to 15 minutes (if no one is in attendance for the Open Forum, the Regular Meeting may begin) and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Commissioners will not enter into a dialogue with citizens. Questions from the EDA will be for clarification only. Open Forum will not be used as a time for problem solving or reacting to the comments made but, rather, for hearing the citizen for informational purposes only.

**2A. RESPONSE TO PRIOR PUBLIC COMMENT**

**2B. PUBLIC COMMENT**

**3. APPROVAL OF AGENDA**

**II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION**

**4. CONSENT**

4.1 Consider Approving the Contract for 2019 Maintenance Investments at the Transitional Housing Facility Located at 7600 69<sup>th</sup> Avenue North to Amani Construction, LLC

4.1A Resolution

4.1B Agreement

4.1C Location Map

The following items relate to the EDA's long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker's form and give it to the Secretary. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the EDA table for action.)

**5. Public Hearings**

- 5.1 Consider Approving a Purchase and Development Contract Between the Brooklyn Park EDA and Christina's Child Care Center, LLC; Approving Conveyance of Certain of Certain Property located at 7516 Brooklyn Boulevard N; and Approving a Business Subsidy
  - 5.1A Resolution
  - 5.1B Purchase and Development Contract
  - 5.1C Project Location Map
  - 5.1D Preliminary Building Drawings

**6. General Action Items**

- 6.1 Consider Approving Special Benefit Tax Levies for the Purpose of Defraying the Costs Incurred by the Brooklyn Park Economic Development Authority for the Year 2020
  - 6.1A Resolution
- 6.2 Consider Approving Commitment to Participate Financially in the Development of a Center for Innovation and the Arts and Participate in the Development of an Operational Agreement
  - 6.2A Resolution
  - 6.2B Feasibility Study
  - 6.2C CITA Flier
  - 6.2D Location Map
- 6.3 Consider Changes to the Eligibility Requirements for the Sewer Availability and Water Access Charge Reduction Policy
  - 6.3A SAC/WAC Fee Reduction Program
- 6.4 Consider Approving the Amended Loan Terms for the \$400,00 Housing Rehabilitation Loan for Reprise Associates, LP – Amorce I, LLC for Brooks Landing and Brook Gardens
  - 6.4 A Resolution
  - 6.4 B Brook Gardens Project Map
  - 6.4 C Brooks Landing Project Map

**III. DISCUSSION - These items will be discussion items but the EDA may act upon them during the course of the meeting.**

**7. Discussion Items**

- 7.1 Status Update
  - 7.1A Cultivate Flyer
- 7.2 Housing Update

**IV. WORK SESSION - This portion of the meeting will not be televised nor videotaped and will be held in the Council Chambers.**

**8. Work Session**

- 8.1 Update on Opportunity Zone Projects in Brooklyn Park
- 8.2 Discuss a Proposal from Roers Companies for the Purchase of EDA owned land at 7601 Brooklyn Boulevard to Construct a 150 Unit Mixed-Use Development

**V. ADJOURNMENT**

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided for the EDA on each agenda item in advance from City staff; and decisions are based on this information and past experiences. If you are aware of information that has not been discussed, please raise your hand to be recognized. Please speak from the podium. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.

The Brooklyn Park Economic Development Authority's Agenda Packet is posted on the City's website. To access the agenda packet, go to [www.brooklynpark.org](http://www.brooklynpark.org)  
**The Next Scheduled EDA Meeting is September 16, 2019**

# City of Brooklyn Park Request for EDA Action

<b>Agenda Item:</b>	4.1	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	1	<b>Prepared By:</b>	John T. Kinara, Housing and Redevelopment Specialist
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Breanne Rothstein, Economic Development & Housing Director
<b>Item:</b>	Consider Approving the Contract for 2019 Maintenance Investments at the Transitional Housing Facility Located at 7600 69 <sup>th</sup> Avenue North to Amani Construction, LLC		

## Executive Director's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019\_\_ APPROVING THE CONTRACT FOR 2019 MAINTENANCE INVESTMENTS AT THE TRANSITIONAL HOUSING FACILITY LOCATED AT 7600 69<sup>TH</sup> AVENUE NORTH TO AMANI CONSTRUCTION LLC.

## Overview:

On February 20, 2018, the Brooklyn Park Economic Development Authority (EDA) approved the Scope of Work for the Transitional Housing Facility rehabilitation project located at 7600 69th Avenue North and directed staff to develop a comprehensive capital improvement plan for ongoing maintenance needs at the property. The facility operates a transitional housing program for families experiencing long-term homelessness. Over the past 2 years, the EDA has invested about \$220,000 (mostly CDBG dollars) into the capital needs of the property to upgrade its structural integrity and living conditions.

Based on the EDA's direction, staff prepared a 20-year capital improvement plan (CIP) to provide for regular annual maintenance with reinvestments. The property generates revenue derived from rent and the laundry machine charges that go into the transitional housing fund. In the fiscal year 2019, EDA approved a budget which allocated \$25,000 from the transitional housing fund towards the property's maintenance needs.

Staff solicited bids for 2019 work, which is budgeted in the transitional housing fund in line with the CIP and issued a Request for Proposal (RFP) for the 2019 maintenance investments. The RFP was directly mailed to section 3 contractors list that was provided by Hennepin County. Bids were submitted by Selvan Construction Inc and Amani Construction LLC. Selvan Construction came at \$30,250 while Amani Construction bid was \$24,900.

## Primary Issues/Alternatives to Consider:

- **What capital improvements have been accomplished so far?**

General upgrades, mechanical, structural and electrical systems were completed as part of the 2018 investments. The critical needs included: roofing and stucco repair, repair of trash enclosure, foundation repair or water diversion for units 1 and 2, window repair, exterior siding repairs, water heater installation, plumbing, lighting, bath fans, and safety devices repairs. The 2018 project also included: the insulation of the attic, installing of electrical receptacles to code, replacement of bath tubs, tub surrounds, toilets, kitchen cabinets, tops and sinks, and the installation of new appliances, main entry doors, flooring, painting, window blinds, foundation grading and cameras.

- **What capital improvements are planned for 2019?**

2019 improvements consist of exterior work, including parking lot repair, swing set, picnic tables, and bike rack installation.

**Parking Lot Repair:** The recommendation from Premier Management regarding the parking lot was to patch, pave and sealcoat because the foundation is still intact. Premier Management and City building staff determined that the cost of ripping off the existing parking lot will be too prohibitive given the size of the lot. In addition, staff determined that the foundation of the parking lot is still sound.

**Swing Set, Picnic Tables and Bike Rack:** Staff added these items to the scope of work at the request of Simpson Housing, the property's social service support provider. Simpson Housing asked for these additions to assist with livability of the property because there are young children living at the property. Simpson recommended the improvement to provide the children with a place to play and develop their physical well-being as the nearest public park is Striefel Park, which is south of Interstate 694. Simpson recommended the bike racks to address a safety issue at the property. Residents would normally store their bikes in the small laundry room or entry way thus creating a movement problem in case of fire or any another emergency.

- **Should the EDA Commissioners award the rehabilitation contract to Amani Construction LLC?**

Community Development staff, in consultation with Premier Housing Management, recommends the 2019 maintenance investment project be awarded to the lowest responsible bidder, Amani Construction LLC. Based on the team's evaluation, Amani Construction, LLC has adequate qualifications and experience for the project. The project sources and uses are summarized in Table 1 below.

<b>Table 1 – Project Sources and Estimated Uses</b>	
<b>Sources</b>	
Property Revenue	\$25,000
<b>Uses</b>	
Parking Lot Repair	\$8,000
Swing Set Installation	\$10,000
Picnic Tables	\$4,000
Bike Rack	\$2,000
<b>Total Cost</b>	<b>\$25,000</b>

- **What are the next steps?**

If the EDA approves the recommended bid, the next steps would include:

- Execute contract with Amani Construction LLC
- Resident engagement
- Project repairs in the fall of 2019

**Budgetary/Fiscal Issues:**

The EDA budgeted \$25,000 for the capital improvement plan in the fiscal year 2019. These funds were generated from the property's excess cash earned through rent revenues and laundry machine charges in the past years.

**Recommendation**

The Executive Director of the Economic Development Authority recommends approval.

**Attachments:**

- 4.1A Resolution
- 4.1B Brooklyn Park EDA & Amani Construction Contract
- 4.1C Location Map

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019\_\_

APPROVING THE CONTRACT FOR 2019 MAINTENANCE INVESTMENTS AT THE TRANSITIONAL HOUSING FACILITY LOCATED AT 7600 69<sup>TH</sup> AVENUE NORTH TO AMANI CONSTRUCTION LLC

WHEREAS, the Brooklyn Park Economic Development Authority (the "Authority") was created pursuant to the Economic Development Authorities Act, Minnesota Statutes, Sections 469.090 to 469.1082 (the "EDA Act") and is authorized to transact business and exercise its powers by a resolution of the City Council of the City of Brooklyn Park (the "City") adopted on October 24, 1988;

WHEREAS, the Authority possesses all of the powers of an economic development authority pursuant to the EDA Act and a housing and redevelopment authority pursuant to Minnesota Statutes, Sections 469.001 to 469.047;

WHEREAS, one of the statutory purposes of the Authority is to assist in the rehabilitation of blighted and underutilized properties;

WHEREAS, the Authority owns and operates a transitional housing facility located at 7600 69th Avenue North for families experiencing long term homelessness (the "Transitional Housing Facility"); and

WHEREAS, the Authority has determined the Transitional Housing Facility meets a critical housing need in the community and is in need of capital improvements;

WHEREAS, staff issued a Request for Proposal ("RFP") for the 2019 maintenance at the Transitional Housing Facility and advertised the bid project to all section 3 contractors in Hennepin County contractor's data base on June 25 through July 8, 2019 and;

WHEREAS, on July 8, 2019, Two (2) bids were received as follows

<u>Contractor</u>	<u>Total</u>
Amani Construction LLC	\$24,900
Selvan Construction Inc	\$30,250

WHEREAS, the 2019 maintenance at the Transitional Housing Facility is recommended to be awarded to the only bidder meeting specifications, Amani Construction LLC submitted a bid in the amount of \$24,900; and

NOW, THEREFORE, BE IT RESOLVED BY the Brooklyn Park Economic Development Authority Board of Commissioners that:

1. The bid for the 2019 maintenance investments at the Transitional Housing Facility is hereby awarded to Amani Construction LLC in the amount of \$24,900; and
2. Authority staff are authorized and directed to prepare, and the Executive Director is authorized and directed to execute and carry out on behalf of the Authority, all related contracts and agreements with Amani Construction LLC for completion of the rehabilitation of the Transitional Housing Facility in accordance with the RFP and the plans and specifications therefore on file in the office of the Executive Director.

THIS AGREEMENT made and executed this \_\_\_ day of August 2019, by and between THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota Municipal Corporation (“EDA”) and AMANI CONSTRUCTION & RENOVATIONS, LLC, a Minnesota Limited Liability Company (“AMANI”).

EDA and AMANI, for the consideration stated, agree as follows:

I. AMANI covenants and agrees to perform and execute all the provisions of the plans and specifications prepared by Premier Housing Management and the EDA of Brooklyn Park Economic Development Authority, referred to in Paragraph IV, as provided by EDA for:

Transitional Housing Facility Rehabilitation Project  
7600 69<sup>th</sup> Avenue North  
PROJECT EDA 0186

AMANI further agrees to do everything required by this agreement and the contract documents.

II. EDA agrees to pay and AMANI agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the proposal form attached hereto which prices conform to those in the accepted AMANI'S proposal on file in the office of the EDA Officials. The aggregate sum of such prices based on estimated required quantities is estimated to be \$24,900.00.

III. Payments to AMANI by EDA shall be made as provided in the Contract Documents.

IV. The Contract Documents consist of the following component parts:

- a. Advertisement for Bids
- b. Bid Form for Project EDA 0186
- c. AMANI's Bid Dated 07/8/2019
- d. Contract Agreement

The Contract Documents are incorporated with this Agreement and are as much a part of this Agreement as if fully set forth herein. This Agreement and the Contract Documents are the Contract.

V. AMANI agrees to fully and satisfactorily complete the work contemplated by this Agreement by \_\_\_\_\_, 2019 in accordance with the Contract Documents.

VI. This Agreement shall be executed in three copies.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands as of the date first above written.

BROOKLYN PARK ECONOMIC  
DEVELOPMENT AUTHORITY

AMANI CONSTRUCTION &  
RENOVATIONS, LLC

BY \_\_\_\_\_  
Its Executive Director

BY \_\_\_\_\_  
Its \_\_\_\_\_

Map Scale = 1: 710



# City of Brooklyn Park Request for EDA Action

<b>Agenda Item No:</b>	5.1	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	<b>Public Hearing</b>	<b>Prepared By:</b>	Daniela Lorenz, Business Development Coordinator
<b>Resolution:</b>	X	<b>Presented By:</b>	Daniela Lorenz, Business Development Coordinator
<b>No. of Attachments:</b>	4		
<b>Item:</b>	Public Hearing to Consider Approving a Purchase and Development Contract Between the Brooklyn Park Economic Development Authority and Christina's Child Care Center, LLC.; Approving Conveyance of Certain Property Located At 7516 Brooklyn Blvd N, and Approving a Business Subsidy		

## Executive Director's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_ TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_ APPROVING A PURCHASE AND DEVELOPMENT CONTRACT BETWEEN THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY AND CHRISTINA'S CHILD CARE CENTER, LLC., APPROVING CONVEYANCE OF CERTAIN PROPERTY LOCATED AT 7516 BROOKLYN BLVD N, AND APPROVING A BUSINESS SUBSIDY.

## Overview:

On July 15, the Brooklyn Park Economic Development Authority (EDA) approved a preliminary term sheet between the EDA and Christina's Child Care Center (Christina's) for the sale of EDA-owned land located at 7516 Brooklyn Blvd N for the development of a new child care facility on the property. During that discussion staff introduced the EDA the idea of selling the land to Christina's. The Authority was generally supportive of the project. At that time staff also made the EDA aware that Christina's was asking \$200,000 for the land rather than the \$300,000 it was appraised for in the Spring of 2019.

Christina's, which is owned and operated by Brooklyn Park residents Stephen and Ophelia Zoegar, currently operates in Crystal, MN where they serve 80 families, 90% of whom use Hennepin County's Child Care Assistance Program (CCAP) dollars to help pay their child care costs. The Brooklyn Park facility would be an expansion of the Crystal facility and plans to continue accepting CCAP funds in order to cater to low- and moderate-income families.

The action includes approving the sale of the land to Christina's, approving a purchase and development agreement for the project, and approving a business subsidy in the amount of \$100,000 to Christina's in the form of a land write down. A business subsidy must serve a public purpose which is often the creation of new, high paying jobs. In this case, the wage and jobs goals will be set at zero as the public purpose for this project is not to create new jobs but rather provide a neighborhood level amenity in the form of new quality, affordable child care to the surrounding community.

## Background:

The team at Christina's approached the city staff in early 2019 to discuss the possibility of putting a daycare on the EDA owned land located a 7516 Brooklyn Blvd N. That land was purchased by the EDA in 2006 for \$343,000. Previously, the land was home to a vacant Burger King restaurant. The EDA used Community Development Block Grant (CDBG) funds to purchase the property with the goal of removing blight from the area. The goal was considered met when the Burger King building was removed from the site.

## Primary Issues/Alternatives to Consider:

- **Is there are financial gap?**

Staff reviewed the project with the EDA's financial advisors from Ehlers and Associates. This project is unique in that the owners of the building will also occupy the building making the typical method for calculating a development gap difficult to apply to this project. If the project were built by a third-party developer and leased back to a business, a business would need to pay at least \$29 per square foot in rent to get a 10% return on the project. A similarly sized leased space currently operating in the City would likely only get \$15-\$20 per square foot. If this space were leased, a developer would have to charge higher than market rate rents making a project infeasible without outside assistance. EDA assistance is important to this project because it will reduce the owner's initial equity contribution to the project and allows them additional funds that will be available for long-term investment into the site and operational investments.

- **What is the purchase price of the land?**

Christina's has offered to pay \$200,000 for the land. The land was appraised for \$300,000 in the spring of 2019.

- **How can the sale proceeds be used?**

The proceeds from the sale are unrestricted EDA funds. The property was purchased in 2006 using CDBG dollars with the goal of removing blight in the area. The goal was considered met when the Burger King was demolished. Therefore the \$200,000 in expected revenue can be used for other EDA projects.

- **What are the development plans for the property?**

Christina's plans on constructing a 9,000 square foot day care facility on the property. Once complete, the facility will have 10 staff members and 180 daycare slots available for children ages six weeks to 12 years old. Christina's plans on continuing to operate its Crystal facility which has been licensed and in good standing with the State since 2013.

Plans for the property are expected to be submitted in September to be considered for Planning Commission and Council approval. Preliminary drawings of the building are attached.

- **What are the key elements of the agreement?**

The land will be sold to Christina's Child Care Center for \$100,000 less than the appraised value of \$300,000. According to the Business Subsidy Act, the \$100,000 write down of the land is effectively a subsidy awarded to a business. After analysis by Ehlers and Associates it was determined the \$100,000 land write down is important to the success of this project. A project receiving subsidy must provide a public purpose. In this case, the overarching goal of the project is not to meet a specific wage and jobs creation goal but rather to remove blight from the area, develop an underutilized property, increase the City's tax base, provide neighborhood level business and amenities that are consistent with the Village Creek Master Redevelopment Plan, and to provide child care services accessible to low income residents and families with non-traditional work schedules.

The Development Agreement gives Christina's until March 30, 2020 to begin construction. The agreement provides for EDA to obtain the land back through a reverter provision, should construction not begin by March 30, 2020.

- **What are the public benefits of the project?**

**Need for quality care**

There is a large need for quality child care options throughout the State. Christina's adds 180 childcare slots to an area of Brooklyn Park where there are large number of children. According to the 2015 American Community Survey, 7,741 of the 22,768 residents living in the two census tracts closest to the future daycare location are six years old or younger.

**Affordable care option**

Christina's is eligible to accept Hennepin County's Child Care Assistance Program (CCAP) dollars as a form of payment for care. At their current location in Crystal, 90% of their families use CCAP to off-set the costs of child care. Christina's has indicated they are going to continue accepting CCAP money at its new location.

**Early drop-off and late pick up times**

Christina's offers a different type of care than other daycares. Families with children at Christina's can drop off as early as 5:30 a.m. and pick up as late at 11:30 p.m. These hours allow families that do not work a traditional 9-5 schedule to find reliable and convenient care.

**Tax base increase**

Building a daycare on the site would put a property that hasn't collected taxes for 10 years back on the tax rolls. This change increases the City's tax base and decreases maintenance costs associated with maintaining the site. The City assessor estimates that a building this size would generate about \$58,000 in total taxes annually.

**Revenue from land sale**

The \$200,000 offered would be revenue for the EDA to use on future projects.

- **What are the next steps?**

If the EDA approves the purchase and development agreement, the buyers will then begin the process of closing on the land including receiving a title for the property. Per the agreement, the buyers have until January 1, 2020 to close completely on the land and pay the EDA \$200,000 for the land. Construction is anticipated to be completed before the end of 2020.

**Budgetary/Fiscal Issues:**

The EDA will receive \$200,000 of unrestricted EDA funds as a result of the sale.

**Recommendation:**

The Executive Director recommends approval.

**Attachments:**

- 5.1A RESOLUTION
- 5.1B PURCHASE AND DEVELOPMENT AGREEMENT
- 5.1C PROJECT LOCATION MAP
- 5.1D PRELIMINARY BUILDING DRAWINGS

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019-

APPROVING A PURCHASE AND DEVELOPMENT CONTRACT BETWEEN THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY AND CHRISTINA'S CHILD CARE CENTER, LLC.; APPROVING CONVEYANCE OF CERTAIN PROPERTY LOCATED AT 7516 BROOKLYN BLVD N; AND APPROVING A BUSINESS SUBSIDY

WHEREAS, the Brooklyn Park Economic Development Authority, a public body corporate and politic (the "EDA") has reviewed a proposal from Christina's Child Care Center, Inc. (the "Developer") for the acquisition, construction and equipping of an approximately 9,000 square foot child care facility (the "Minimum Improvements") to be located at 7516 Brooklyn Boulevard North in the City of Brooklyn Park on property described as Tax Parcel Identification Number 2811921120002 (the "Development Property"); and

WHEREAS, the EDA and the City of Brooklyn Park, Minnesota (the "City") have undertaken a program to promote economic development, promote the development and redevelopment of land which is underutilized within the City, and have created a development district known as Development District No. 1 (the "Development District") in the City, pursuant to Minnesota Statutes, Sections 469.124 to 469.133 (the "Municipal Development Act"); and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.090 to 469.1082, as amended (the "Act"), the EDA is authorized to acquire and convey real property, or interests therein, and to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the EDA intends to convey title to the Development Property to Developer and has determined that it is reasonable and necessary to provide certain financial assistance to the Developer pursuant to a certain Purchase and Development Contract between the Developer and the EDA (the "Contract") in connection with the construction of the Minimum Improvements; and

WHEREAS, the EDA has on this date conducted a duly noticed public hearing regarding sale to the Developer of the Development Property in connection with the construction of the Minimum Improvements; and

WHEREAS, the EDA intends to reduce the purchase price of the Development Property by approximately \$100,000 below its current estimated market value, which constitutes a business subsidy (the "Business Subsidy") within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995, as amended, (the "Business Subsidy Act"), and the Contract constitutes a "business subsidy agreement" as required under the Business Subsidy Act; and

WHEREAS, the EDA on this date held a duly noticed public hearing on the creation of the granting of the Business Subsidy to the Developer pursuant the Contract and setting the wage and job goals at zero in accordance with the Business Subsidy Act.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Commissioners (the "Board") of the Brooklyn Park Economic Development Authority as follows:

1. The Board hereby approves the conveyance of the Development Property to the Developer pursuant to the Contract.
2. The EDA hereby approves the Contract in substantially the form presented to the Board, together with any related documents necessary in connection therewith,

including without limitation any deed and all other documents or certifications referenced in or attached to the Contract (collectively, the "Development Documents") and hereby authorizes the Executive Director to execute the Development Documents on behalf of the EDA, and to carry out, on behalf of the EDA, the EDA's obligations thereunder when all conditions precedent thereto have been satisfied.

3. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officers of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the authorized officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of legal counsel to the EDA, may act in their behalf.
4. The authority to approve, execute and deliver future amendments to the Development Documents is hereby delegated to the Executive Director, subject to the following conditions: (a) such amendments or consents do not materially adversely affect the interests of the EDA; (b) such amendments or consents do not contravene or violate any policy of the EDA, or applicable provision of law; and (c) such amendments or consents are acceptable in form and substance to the counsel retained by the EDA to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Executive Director shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Executive Director any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the EDA authorized to act in his or her place and stead.
5. The EDA authorizes the Business Subsidy under the Contract. The EDA finds and determines that providing the Business Subsidy to the Developer is in the public interest and will further the objectives of its general plan of economic development because it will remove blight in the area in and around the Development Property (the "Village Creek neighborhood"), put underutilized property to productive use, increase the tax base, provide neighborhood level business and amenities as part of the Village Creek Master Redevelopment Plan and provide child care services to the Village Creek neighborhood and surrounding areas, especially underserved populations of low income residents and/or those with irregular work schedules. The EDA hereby determines that the creation or retention of jobs is not a goal the proposed development for purposes of the Business Subsidy Act. Therefore, the wage and job goals may be and hereby are set at zero in the Contract in accordance with the Business Subsidy.

**PURCHASE AND DEVELOPMENT CONTRACT**

**By and Between**

**BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY**

**and**

**CHRISTINA'S CHILD CARE CENTER, INC.**

**Dated as of: August \_\_, 2019**

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This document was drafted by:  
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## PURCHASE AND DEVELOPMENT CONTRACT

THIS AGREEMENT, made on or as of the \_\_\_ day of August, 2019, by and between BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic (the “EDA”), established pursuant to Minnesota Statutes, Sections 469.090 to 469.1082 (the “Act”) and CHRISTINA’S CHILD CARE CENTER, INC., a Minnesota corporation (“Developer”).

WITNESSETH:

WHEREAS, the EDA was created pursuant to the Act and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of Brooklyn Park, Minnesota (the “City”); and

WHEREAS, the EDA and City have undertaken a program to promote economic development, promote the development and redevelopment of land which is underutilized within the City, and in this connection created a development district known as Development District No. 1 (the “Development District”) in the City, pursuant to Minnesota Statutes, Sections 469.124 to 469.133 (the “Municipal Development Act”); and

WHEREAS, pursuant to the Act, the EDA is authorized to acquire and convey real property, or interests therein, and to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the EDA intends to convey title to certain property located in the Development District and described in **Exhibit A** (the “Development Property”) to Developer for the construction and equipping of an approximately 9,000 square foot child care facility (the “Minimum Improvements”); and

WHEREAS, the EDA believes that the development of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City, and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being stimulated; and

WHEREAS, the EDA believes the Minimum Improvements are consistent with the goals of removing blight and providing neighborhood level business and amenities as part of the Village Creek Master Redevelopment Plan and will promote workforce development by increasing the availability of quality commercial child care in an underserved area; and

WHEREAS, the requirements of the Business Subsidy Act, Minnesota Statutes, Section 116J.993 through 116J.995 (the “Business Subsidy Act”), apply to this Agreement; however, after holding a public hearing August 19, 2019, the EDA has determined that creation and retention of jobs is not a goal of the subsidy for the development of the Property and consequently the EDA has set the wage and job goals (the “Goals”) hereunder at zero;

WHEREAS, the City Council and EDA have approved this Agreement as a subsidy agreement under the Business Subsidy Act; and

WHEREAS, by resolution adopted after a public hearing on August 19, 2019, the EDA has authorized conveyance of the Development Property to the Developer pursuant to this Agreement for the Minimum Improvements.

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

**ARTICLE I**  
**Definitions**

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Act” means the Economic Development Authority Act, Minnesota Statutes, Sections 469.090 to 469.1082, as amended.

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

“Business Subsidy Act” means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

“Certificate of Completion” means the certification substantially in the form attached hereto as **Exhibit C**, provided to Developer, or the purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this Agreement.

“City” means the City of Brooklyn Park, Minnesota.

“Closing” has the meaning provided in Section 3.3(b).

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by Developer on the Development Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the EDA may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

“County” means the County of Hennepin, Minnesota.

“Developer” means Christina’s Child Care Center, Inc., or its permitted successors and assigns.

“Development Property” means the real property described in **Exhibit A** attached hereto, located at 7516 Brooklyn Boulevard North in the City.

“EDA” means the Brooklyn Park Economic Development Authority, or any successor or assign.

“EDA Representative” means the Executive Director of the EDA, or any person designated by the Executive Director to act as the EDA Representative for the purposes of this Agreement.

“Event of Default” means an action by Developer listed in Article VIII of this Agreement.

“Holder” means the owner of a Mortgage.

“Minimum Improvements” means the construction in accordance with the approved Construction Plans, and equipping of an approximately 9,000 square foot child care facility.

“Mortgage” means any mortgage made by Developer which is secured, in whole or in part, with the Development Property, and any modification, supplement, extension, renewal or amendment thereof.

“State” means the State of Minnesota.

“Tax Official” means any County assessor; County auditor; County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of the date the EDA terminates this Agreement due to an Event of Default by the Developer under Article VIII hereof, or the date two years after the date the EDA issues a Certificate of Completion for the Minimum Improvements.

“Unavoidable Delays” means unexpected delays which are the direct result of: (i) adverse weather conditions, (ii) shortages of materials, (iii) strikes, other labor troubles, (iv) fire or other casualty to the Minimum Improvements, (v) litigation commenced by third parties which, by injunction or other judicial action, directly results in delays, (vi) acts of any federal or state governmental unit, including legislative and administrative acts, (vii) approved changes to the Construction Plans that result in delays (viii) delays caused by the discovery of any adverse environmental condition on or within the Development Property to the extent reasonably necessary to comply with federal and state environmental laws, regulations, orders or agreements, (ix) delay in the issuance of any license or permit by any governmental entity, provided application therefor is timely made and diligently pursued by Developer and (x) any other cause or force majeure beyond the control of Developer which directly results in delays.

**ARTICLE II**  
**Representations and Warranties**

Section 2.1. Representations by the EDA. The EDA makes the following representations as the basis for the undertaking on its part herein contained:

(a) The EDA is an economic development authority duly organized and existing under the laws of the State. Under the provisions of the Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the EDA are undertaken to foster the development of certain real property which for a variety of reasons is presently underutilized, to create increased tax base in the City, and to stimulate further development of the City as a whole.

Section 2.2. Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a Minnesota corporation duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of incorporation or bylaws or the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) If Developer acquires the Development Property in accordance with this Agreement, Developer will construct, operate and maintain the Minimum Improvements, or cause the same to be constructed, operated and maintained, in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, development district, building code and public health laws and regulations).

(c) Developer has received no written notice or communication from any local, state or federal official that the activities of Developer or the EDA on the Development Property would be in violation of any environmental law or regulation (other than those notices or communications of which the EDA is aware). Developer is aware of no facts the existence of which would cause the Development Property to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(d) Developer will construct, or cause to be constructed, the Minimum Improvements in accordance with all local, state or federal laws and regulations, including but not limited to those related to energy-conservation.

(e) Developer will timely apply for and diligently pursue all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(f) To the best of Developer's knowledge and belief, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

**ARTICLE III**  
**Conveyance of Property**

Section 3.1. Status of the Property. As of the date of this Agreement, the EDA owns the Development Property and, in accordance with the terms thereof, will convey title to and possession of the Development Property to Developer, subject to all the terms and conditions of this Agreement.

Section 3.2. Purchase Price. The purchase price to be paid to the EDA by Developer in exchange for the conveyance of the Development Property shall be \$200,000, payable at Closing (as defined in Section 3.3(b) hereof) (the "Purchase Price").

Section 3.3. Conditions of Conveyance. (a) The EDA shall convey fee simple title to and possession of the Development Property to the Developer at Closing by quit claim deed substantially in the form set forth on **Exhibit B** to this Agreement (the "Deed"). The EDA's obligation to convey the Development Property to the Developer, and Developer's obligation to purchase the Development Property, is subject to satisfaction of the following terms and conditions:

- (1) The Developer shall have obtained and closed on financing in an amount sufficient, together with the Developer's equity, to pay all costs of the acquisition of the Development Property and the construction and equipping of the Minimum Improvements;
- (2) There shall be no uncured Event of Default under this Agreement;
- (3) The Developer shall have reviewed and approved (or waived objections to) title to the Development Property as set forth in Section 3.5 hereof;
- (4) The Developer shall have reviewed and approved (or waived objections to) soil and environmental conditions as set forth in Section 3.6;
- (5) The EDA shall have approved the Construction Plans as provided in Section 4.2 hereof; and
- (6) The City shall have approved a building permit for the construction of the Minimum Improvements.

Conditions (2) and (5) are solely for the benefit of the EDA, and may be waived by the EDA. Conditions (3) and (4) are solely for the benefit of the Developer, and may be waived by the Developer. Conditions (1) and (6) are for the benefit of both the EDA and the Developer and may only be waived by both parties.

(b) The closing on conveyance of the Development Property from the EDA to the Developer shall occur upon satisfaction of the conditions specified in this Section, but not later than January 1, 2020, or at such other date as the parties hereto agree in writing ("Closing").

Section 3.4. Place of Document Execution, Delivery and Recording. (a) Unless otherwise mutually agreed by the EDA and Developer, the execution and delivery of all deeds, documents and

the payment of the Purchase Price shall be made at the offices of the EDA or such other location to which the parties may agree.

(b) The deed shall be in recordable form and shall be promptly recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property. At closing, Developer shall pay: all recording costs, including state deed tax, in connection with the conveyance of the Development Property; costs of recording any instruments used to clear title encumbrances; title insurance commitment fees and premiums, if any; and title company closing fees, if any. The EDA shall pay any special assessments outstanding as of the date of this Agreement. The parties agree and understand that the Development Property is exempt from property taxes for taxes payable in 2019, and the Developer shall pay all applicable property taxes with respect to the Development Property when due.

Section 3.5. Title. (a) Within 30 days after the date of this Agreement, the Developer shall obtain a commitment for the issuance of a policy of title insurance for the Development Property. The Developer shall have 20 days from the date of its receipt of such commitment and a current survey of the Development Property to review the state of title (including survey matters) to the Development Property and to provide the EDA with a list of written objections to such title (including survey matters). Objections not made within such time will be deemed waived. The Developer shall have 60 days from the date of such objection to effect a cure; provided, however, that the Developer shall have no obligation to cure any objections, and may inform the EDA of such. In the event that the Developer has failed to obtain a cure of such objections within 60 days after the date hereof, the Developer may (i) by the giving of written notice to the EDA terminate this Agreement, upon the receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, except for any obligations under Section 3.7, or (ii) waive any title objections and proceed to Closing. The EDA shall have no obligation to take any action to clear defects in the title to the Development Property.

(b) The EDA shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the Deed is delivered to the Developer. The EDA expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing.

(c) The Developer shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the Deed is delivered to the Developer. The Developer expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing. Notwithstanding termination of this Agreement prior to Closing, Developer is obligated to pay all costs to discharge any encumbrances to the Development Property attributable to actions of Developer, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

Section 3.6. “As Is” Conveyance of Development Property.

(a) The Developer shall take the conveyance of the Development Property from the EDA on an “AS IS” “WHERE IS” basis, subject to all restrictions, covenants, conditions and encumbrances of record, with all faults and defects, without any warranties, express or implied,

except such representations and warranties as specifically set forth in this Agreement.

(b) The EDA's makes no representations concerning hazardous wastes or pollutants on the Development Property nor shall have any responsibility or obligation to undertake any cleanup or remediation on the Development Property. The Developer further agrees that it will indemnify, defend, and hold harmless the EDA, the City, and their governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Development Property. Nothing in this section will be construed to limit or affect any limitations on liability of the City or the EDA under State or federal law, including without limitation Minnesota Statutes, Sections 466.04 and 604.02.

Section 3.7. Payment of EDA Costs. The Developer agrees that it will pay, within 15 days after written notice from the EDA, the reasonable costs of consultants and attorneys retained by the EDA in connection with the negotiation, preparation and administration of this Agreement and other incidental agreements and documents related to the development of the Development Property (the "Administrative Costs"). The EDA will provide written reports describing the Administrative Costs accrued under this Section upon request from the Developer, but not more often than intervals of 45 days. Upon termination of this Agreement in accordance with its terms, the Developer remains obligated under this section for Administrative Costs incurred through the effective date of termination. The EDA acknowledges that the Developer has deposited \$10,000 with the EDA, which deposit shall be credited toward Developer's obligations under this Section. Any amounts deposited by the Developer and not expended by the EDA on Administrative Costs will be remitted to the Developer within 30 days after the Termination Date. If additional funds are needed to pay such expenses, the Developer shall deposit such additional funds with the EDA upon request, and unexpended funds will be returned to the Developer.

Section 3.8 Business Subsidy

(a) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidy Act"), the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is the amount of the write-down of the Purchase Price of the land, which is approximately \$100,000, and that the Business Subsidy is needed because the construction of the Minimum Improvements is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to remove blight in the area in and around the Development Property (the "Village Creek neighborhood"), to put underutilized property to productive use, increase the tax base, to provide neighborhood level business and amenities as part of the Village Creek Master Redevelopment Plan and to provide child care services to the Village Creek neighborhood and surrounding areas, especially underserved populations of low income residents and/or those with irregular work schedules. After holding a public hearing on August 19, 2019, the City and the EDA have determined that creation and retention of jobs is not a goal of the Project and consequently set the wage and job goals (the "Goals") hereunder at zero.

(b) Because the Goals are set at zero, the Developer is not subject to the prepayment provisions of the Business Subsidy Law.

(c) To the extent required by the Minnesota Department of Employment and Economic Development, within 30 days of a request from the EDA, the Developer agrees to (i) report its progress on achieving the Goals to the EDA until the later of the date the Goals are met or two years from the date of the certificate of occupancy for the Minimum Improvements (the “Benefit Date”), (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the EDA; provided, however, that such reporting obligations will not affect the terms of this Agreement which set the Goals at zero or effect any obligation for Developer to meet any greater Goals than those contemplated herein.

## ARTICLE IV

### **Construction of Minimum Improvements**

Section 4.1. Construction of Minimum Improvements. Subject to all other terms and conditions of this Agreement, Developer agrees that it will construct, or cause to be constructed, the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be operated, maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Before commencement of construction of the Minimum Improvements, Developer shall submit the Construction Plans to the EDA. The City's chief building official, City Assessor and the Executive Director of the Authority will review and approve all Construction Plans on behalf of the EDA, and for the purposes of this Section the term "EDA" means those named officials. The EDA will approve such Construction Plans in writing if: (i) such Construction Plans conform to the terms and conditions of this Agreement; (ii) such Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iii) such Construction Plans are adequate to provide for construction of the Minimum Improvements; and (iv) no Event of Default has occurred and remains uncured. No approval by the EDA shall relieve Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the EDA shall constitute a waiver of an Event of Default or waiver of any State or City building or other code requirements that may apply. If approval of the Construction Plans is requested by Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the EDA, in whole or in part. Such rejections shall set forth in detail the reasons therefore, and shall be made within 30 days after the date of their receipt by the EDA. If the EDA rejects any Construction Plans in whole or in part, Developer shall submit new or corrected Construction Plans within 30 days after written notification to Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the EDA. The EDA's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the EDA's satisfaction with the provisions of this Agreement relating thereto but any approvals by the EDA hereunder will not constitute approval by any City officials regarding any City requirement related to construction of the Minimum Improvements, rather such approvals shall be governed by City ordinances, policies and procedures.

The Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the EDA and/or any changes in the Construction Plans requested by the EDA. Neither the EDA nor any employee or official of the EDA shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the EDA.

(b) If Developer desires to make any material change in the Construction Plans after their approval by the EDA, Developer shall submit the proposed change to the EDA for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the EDA shall approve the proposed change and notify Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the EDA unless rejected, in whole or in part, by written notice by the EDA to Developer, setting forth in detail the reasons therefor. Such rejection shall be made within 30 days after receipt of the notice of such change. The EDA's approval of any such change in the Construction Plans will not be unreasonably withheld. Nothing in this paragraph will relieve Developer of the obligation to comply with any City ordinances or procedures regarding changes in Construction Plans, and any approvals by the Authority hereunder will not constitute approval by any City officials regarding any City requirement related to construction of the Minimum Improvements.

#### Section 4.3. Commencement and Completion of Construction.

(a) Subject to Unavoidable Delays, the Developer must commence construction of the Minimum Improvements not later than March 31, 2020. The construction of the Minimum Improvements shall be deemed to be commenced when physical improvements have been made to the Property, including grading, excavation, or other physical site preparation work (in accordance with a permit issued by the City).

(b) Subject to Unavoidable Delays, the Developer must substantially complete construction by December 1, 2020. The construction of the Minimum Improvements will be considered substantially complete on the date when (i) the Minimum Improvements, as applicable, are sufficiently complete for the Developer to operate as a licensed child care facility, (ii) the Developer has received a certificate of occupancy issued by the City for the Improvements, as applicable and (iii) the EDA has determined the Minimum Improvements have been constructed in accordance with the approved Construction Plans as provided in Section 4.4. Completion shall be evidenced by a Certificate of Completion as described in Section 4.4.

(c) Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Subsequent to conveyance of the Development Property, or any part thereof, to Developer, and until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the EDA, as to the actual progress of Developer with respect to such construction.

Section 4.4. Certificate of Completion. (a) Developer shall notify the EDA when construction of the Minimum Improvements has been substantially completed. The EDA shall, within 20 days after such notification, inspect the Minimum Improvements in order to determine whether the Minimum Improvements have been substantially completed and constructed in

accordance with all local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement and the final construction plans approved by the EDA. The following shall be conditions precedent to the EDA's obligation to execute the Certificate of Completion:

(1) There shall exist no Event of Default hereunder;

(2) The City shall have issued a Certificate of Occupancy for all of the Improvements;

(3) The City's Redevelopment Director and City Engineer on behalf of the EDA shall have reasonably determined in a timely manner and consistent with the EDA's practice for similar construction projects that the Improvements have been substantially completed and constructed in accordance with all local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement, the Site Development Permit and the final construction plans approved by the City in connection with issuing construction permits, each as applicable; and

(4) The Developer shall certify to the City that all costs related to the Improvements and the development of the Development Property, including without limitation, payments to all contractors, subcontractors, and project laborers costs have been paid prior to the date of the request of the EDA.

(b) The Certificate of Completion delivered by the EDA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements and the date for the completion thereof. Such Certificate of Completion and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(c) If the EDA shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.4 of this Agreement, the EDA shall, within 30 days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the EDA, for Developer to take or perform in order to obtain such Certificate of Completion.

**ARTICLE V**  
**Insurance**

Section 5.1. Insurance. Developer will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the EDA, furnish the EDA with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to 100% of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(ii) Commercial general liability insurance (including operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence, and shall be endorsed if necessary to show the City and EDA as additional insureds (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

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

**ARTICLE VI**  
**Delinquent Taxes and Review of Taxes**

Section 6.1. Delinquent Taxes. Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that this obligation creates a contractual right on behalf of the EDA through the Termination Date to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the EDA is the prevailing party, the EDA shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Review of Taxes. Developer agrees that, prior to the Termination Date, it will not apply for a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to EDA in accordance with this Agreement).

## ARTICLE VII

### **Prohibitions Against Assignment and Transfer; Indemnification**

Section 7.1. Representation as to Development. Developer represents and agrees that its purchase of the Development Property or portions thereof, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees that until issuance of the final Certificate of Completion for the Minimum Improvements:

(a) Except as specifically described in this Agreement, Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement of the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of the EDA's board of commissioners unless Developer remains liable and bound by this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the EDA's approval is not required. The term "Transfer" does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Developer or any permitted successor in interest to the Development Property, or any part thereof, to construct the Minimum Improvements, or (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements. Prior approval by the EDA is not required for any Transfer: (1) to an affiliate or the transfer of a member's interest in Developer to an affiliate of the member so long as the proposed transferee expressly assumes the obligations of Developer or the original member; (2) that is involuntary resulting from the death or disability or parties in control of the members of Developer.

(b) If Developer seeks to effect a Transfer which requires the approval of the EDA prior to issuance of the final Certificate of Completion for the Minimum Improvements, the EDA shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the EDA, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the EDA and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the EDA, have expressly assumed all of the obligations of Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property,

or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the EDA) deprive the EDA of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the EDA of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the EDA would have had if there had been no such transfer or change. In the absence of specific written agreement by the EDA to the contrary, no such transfer or approval by the EDA thereof shall be deemed to relieve Developer, or any other party bound in any way by this Agreement or otherwise, with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

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

(c) If the conditions described in paragraph (b) are satisfied with regard to any Transfer requiring the approval of the EDA then the Transfer will be approved and Developer shall be released from its obligations under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. The provisions of this Section 7.2 apply to all subsequent transferors, assuming compliance with the terms of this Article.

(d) Upon issuance of the final Certificate of Completion for the Minimum Improvements, Developer may transfer or assign the Development Property, the Minimum Improvements and/or Developer's rights and obligations under this Agreement with respect to such property without the prior written consent of the EDA.

Section 7.3. Release and Indemnification Covenants. (a) Developer releases from and covenants and agrees that the EDA and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the EDA and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for any willful misconduct of the following named parties and any claim as to the legal authority of the EDA to perform as required by this Agreement, Developer agrees (if timely tendered by the EDA to Developer) to protect and defend the EDA and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever

by any person or entity whatsoever to the extent caused by the construction, installation, and operation of the Minimum Improvements.

(c) The EDA and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements.

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

**ARTICLE VIII**  
**Events of Default**

Section 8.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by any party, following notice and cure periods described in Section 8.2 hereof, to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or under any other agreement entered into between Developer and the EDA in connection with development of the Development Property.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 8.2, after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said 30 days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible, to:

(a) The EDA may suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement;

(b) The EDA may cancel and rescind or terminate this Agreement;

(c) The EDA may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement;

(d) If the Event of Default constitutes a breach of the condition subsequent set forth in the right of re-entry in Section 8.3 the EDA reserves in the Deed, the EDA may exercise its right of re-entry as set forth in the Deed and Section 8.3 hereof; and

(e) The Developer may suspend its performance under this Agreement, cancel and rescind or terminate this Agreement and/or take whatever action at law or in equity may appear necessary or desirable to the Developer to enforce performance and observance of any obligation, agreement, or covenant of the EDA under this Agreement. Nothing in this Agreement shall entitle the Developer to make any claim against the EDA for any damages whatsoever and the Developer’s remedies are strictly limited to the foregoing.

Section 8.3. Revesting Title in EDA Upon Happening of Event Subsequent to Conveyance to Developer. The EDA’s conveyance of the Development Property to the Developer pursuant to this Agreement will be made subject to a right of re-entry for breach of a condition subsequent in favor of the EDA. The condition subsequent is that, barring any Unavoidable Delays, the Developer shall have commenced within 12 months of the Closing date, construction of the Minimum Improvements

in accordance with Section 4.3 hereof. If Developer breaches such condition subsequent, the EDA shall give notice to Developer thereof and Developer shall have 60 days from receipt of said notice to comply with the condition. If the Developer fails to comply within said 60 days, the Developer shall re-convey the Development Property back to the EDA. If the Developer fails to re-convey the Development Property to the EDA, the EDA may elect to exercise its right of reentry by commencing an action in Hennepin County District Court to establish the breach of the condition subsequent. If the EDA establishes a breach of the condition subsequent, title to and the right to possession of the Development Property and title to all improvements located thereon reverts to the EDA, and the Developer is not entitled to any compensation from the EDA for the value of the Development Property or any improvements the Developer has made thereto except as provided in Section 8.4. Notwithstanding anything to the contrary herein, in the event the Development Property has been replatted as part of other parcels as of the date of the EDA's exercise of its rights under this Section, Developer will cooperate with the EDA in obtaining any subdivision necessary to revest in the EDA title to the applicable portion of the Development Property.

Section 8.4. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the EDA of title to and/or possession of the Development Property or any part thereof as provided in Section 8.3, the EDA shall, pursuant to its responsibilities under law, use its best efforts to sell the Development Property as soon and in such manner as the EDA shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the EDA) who will assume the obligation of making or completing the Minimum Improvements as shall be satisfactory to the EDA in accordance with the uses specified in this Agreement. Upon resale of the Development Property, the proceeds thereof shall be applied:

(a) First, to reimburse the EDA for all costs and expenses incurred by it, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Development Property (but less any income derived by the EDA from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Development Property; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Development Property at the time of revesting of title thereto in the EDA or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Development Property; and any amounts otherwise owing the EDA by Developer and its successor or transferee, including without limitation costs incurred in preparation of any plat and survey of the Development Property; and

(b) Second, to reimburse Developer, its successor or transferee, up to the amount equal to (1) the Purchase Price paid by Developer under Section 3.2 with respect to the Development Property; plus (2) the amount actually invested by it in making any of the Minimum Improvements on the Development Property.

Any balance remaining after such reimbursements shall be retained by the EDA as its property.

Section 8.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA or Developer is intended to be exclusive of any other available remedy or remedies, but each

and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the EDA to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VIII.

Section 8.6. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.7 Attorney Fees. Whenever any Event of Default occurs and if the Authority employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer shall, within 10 days' of written demand by the EDA, pay to the EDA the reasonable fees of such attorneys and such other expenses so incurred by the EDA.

**ARTICLE IX**  
**Additional Provisions**

Section 9.1. Conflict of Interests; EDA Representatives Not Individually Liable. The EDA and Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the EDA shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the EDA shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the EDA or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 9.2. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 9.3. Restrictions on Use. Developer agrees that until the Termination Date, Developer, and such successors and assigns, shall devote the Development Property to the operation of the Minimum Improvements for uses described in the definition of such term in this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 9.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of Developer, is addressed to or delivered personally to Developer at 5510 W Broadway Ave, Crystal, MN 55428; and

(b) in the case of the EDA, is addressed to or delivered personally to the EDA at 5200 85<sup>th</sup> Avenue North, Brooklyn Park, Minnesota 55443, Attn: Executive Director.

Section 9.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.8. Recording. The EDA may record this Agreement and any amendments thereto with the Hennepin County recorder. Developer shall pay all costs for recording.

Section 9.9. Amendment. This Agreement may be amended only by written agreement approved by the EDA and Developer.

Section 9.10. EDA Approvals. Unless otherwise specified, any approval required by the EDA under this Agreement may be given by the EDA Representative.

Section 9.11. Termination. This Agreement terminates on the Termination Date provided however Sections 3.6, 3.7, 7.3, 8.3 (until satisfied), 8.4 and 8.7, shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 9.12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.13. Good Faith. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including, without limitation, approving or disapproving any request, including any request for approval of plans.

IN WITNESS WHEREOF, the EDA has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

BROOKLYN PARK ECONOMIC  
DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ and \_\_\_\_\_, the President and Executive Director, respectively, of the Brooklyn Park Economic Development Authority, a public body politic and corporate, on behalf of said Authority.

\_\_\_\_\_  
Notary Public

CHRISTINA'S CHILD CARE CENTER, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, the \_\_\_\_\_ of CHRISTINA'S CHILD CARE CENTER, INC., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**DEVELOPMENT PROPERTY**

All that certain parcel of land located in the County of Hennepin, State of Minnesota, described as:

That Part of West 230 Feet of Northeast 1/4 lying South of North 911 64/100 Feet Thereof and Northerly of State Highway North 152 EX Road

**EXHIBIT B**

**FORM OF QUIT CLAIM DEED**

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**

DEED TAX DUE: \$ \_\_\_\_\_  
ECRV: \_\_\_\_\_

DATE: \_\_\_\_\_  
(month/day/year)

FOR VALUABLE CONSIDERATION, \_\_\_\_\_ **BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY** \_\_\_\_\_  
(insert name of Grantor)

a \_\_\_\_\_ body corporate and politic \_\_\_\_\_ under the laws of \_\_\_\_\_ Minnesota \_\_\_\_\_, ("**Grantor**"),  
hereby conveys and quitclaims to \_\_\_\_\_  
(insert name of Grantee)

Christina's Child Care Center, Inc.

a \_\_\_\_\_ Minnesota corporation \_\_\_\_\_ under the laws of \_\_\_\_\_ Minnesota, ("**Grantee**"),  
real property in \_\_\_\_\_ Hennepin \_\_\_\_\_ County, Minnesota, legally described as follows:

That Part of West 230 Feet of Northeast 1/4 lying South of North 911 64/100 Feet Thereof and Northerly of State Highway  
North 152 EX Road

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances and subject to the Right of Re-Entry for Breach of Condition  
Subsequent in favor of Grantor which is described on **Exhibit A**.

*Check applicable box:*

- The Seller certifies that the Seller does not know of any wells on the described property.
- A well disclosure certificate accompanies this document (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Brooklyn Park Economic Development Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_ President \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ Executive Director \_\_\_\_\_

State of Minnesota, County of HENNEPIN

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by \_\_\_\_\_, as President and by \_\_\_\_\_, as Executive Director of the Brooklyn Park Economic Development Authority, a body corporate and politic organized and existing under the laws of the State of Minnesota under the laws of the State of Minnesota, on behalf of the body corporate and politic.

\_\_\_\_\_  
*Notary Public*

THIS INSTRUMENT WAS DRAFTED BY:  
*(insert name and address)*

Kennedy & Graven, Chartered (JSB)  
470 U.S. Bank Plaza  
200 South 6th Street  
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY  
DESCRIBED IN THIS INSTRUMENT SHOULD BE  
SENT TO:

*(insert name and address of Grantee to whom tax  
statements should be sent)*

CHRISTINA'S CHILD CARE CENTER, INC.

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

TO QUIT CLAIM DEED  
EXECUTED BY

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY, GRANTOR,  
IN FAVOR OF CHRISTINA'S CHILD CARE CENTER, INC., GRANTEE.

The BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY, Grantor, is conveying the property described in the attached Quit Claim Deed (the "Property") to CHRISTINA'S CHILD CARE CENTER, INC., Grantee, subject to a right of re-entry for breach of conditions subsequent in favor of Grantor. The condition subsequent, as set forth in Section 8.3 of that certain Purchase and Development Agreement between the Grantor and Grantee dated as of August \_\_\_, 2019 (the "Purchase and Development Agreement"), is that, barring any Unavoidable Delays, Grantee shall have commenced on the Property, not later than 12 months after the date of the attached Quit Claim Deed, construction of the Minimum Improvements in accordance with Section 4.3 thereof. Construction of the Minimum Improvements is deemed to be commenced when installation of utilities or foundation work (in accordance with a permit issued by the City). If Grantee breaches the condition subsequent, Grantee shall re-convey the Development Property back to Grantor. If Grantee fails to re-convey the Development Property to the Grantor, Grantor may elect to exercise its right of reentry by commencing an action in Hennepin County District Court to establish the breach of the condition subsequent. If Grantor establishes a breach of the condition subsequent, title to and the right to possession the Development Property, and title to all improvements located thereon reverts to Grantor, and Grantee is not entitled to any compensation from Grantor for the value of any improvements Grantee has made to the Development Property.

The Certificate of Completion issued under the Purchase and Development Agreement shall conclusively satisfy and terminate the right of re-entry of the Grantor in this Quit Claim Deed or pursuant to the Purchase and Development Agreement.

**EXHIBIT C**

**CERTIFICATE OF COMPLETION**

WHEREAS, the Brooklyn Park Economic Development Authority (the “EDA”), and Christina’s Child Care Center, Inc., a Minnesota corporation (the “Developer”), have executed a Purchase and Development Contract, dated as of August \_\_, 2019 (the “Development Agreement”), with respect to the completion by the Developer of certain improvements (the “Minimum Improvements”), more specifically described in the Development Agreement; and

WHEREAS, the Developer has performed its obligations under the Development Agreement to substantially complete the Minimum Improvements in a manner deemed sufficient by the EDA to permit the execution of this certificate pursuant to Section 4.4 of the Development Agreement:

NOW, THEREFORE, this is to certify that the construction of the Minimum Improvements has been completed on the Development Property in substantial conformance with the terms of the Development Agreement.

BROOKLYN PARK ECONOMIC  
DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Its \_\_\_\_\_

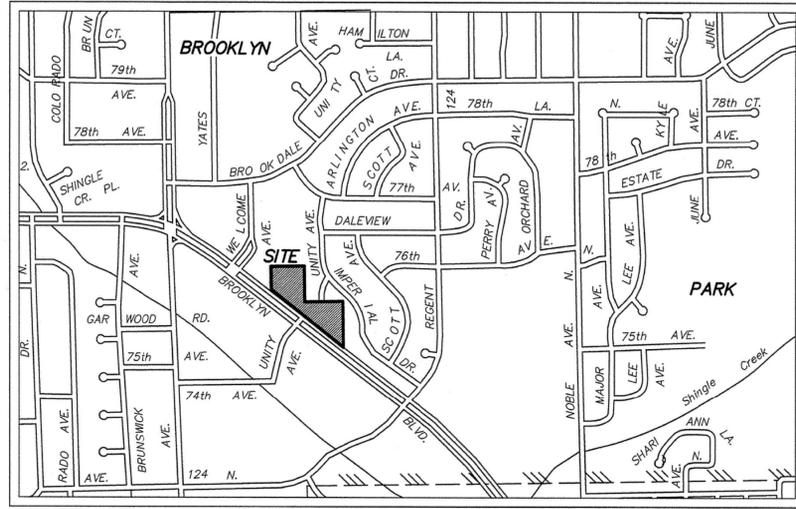
Dated: \_\_\_\_\_, 20\_\_

Site for sale by EDA

Map Scale = 1: 1,420



VICINITY MAP  
NO SCALE



PRELIMINARY SITE PLAN FOR:  
CHRISTINA'S CHILDCARE  
BROOKLYN PARK, MN  
12,591 SF  
8/1/2019



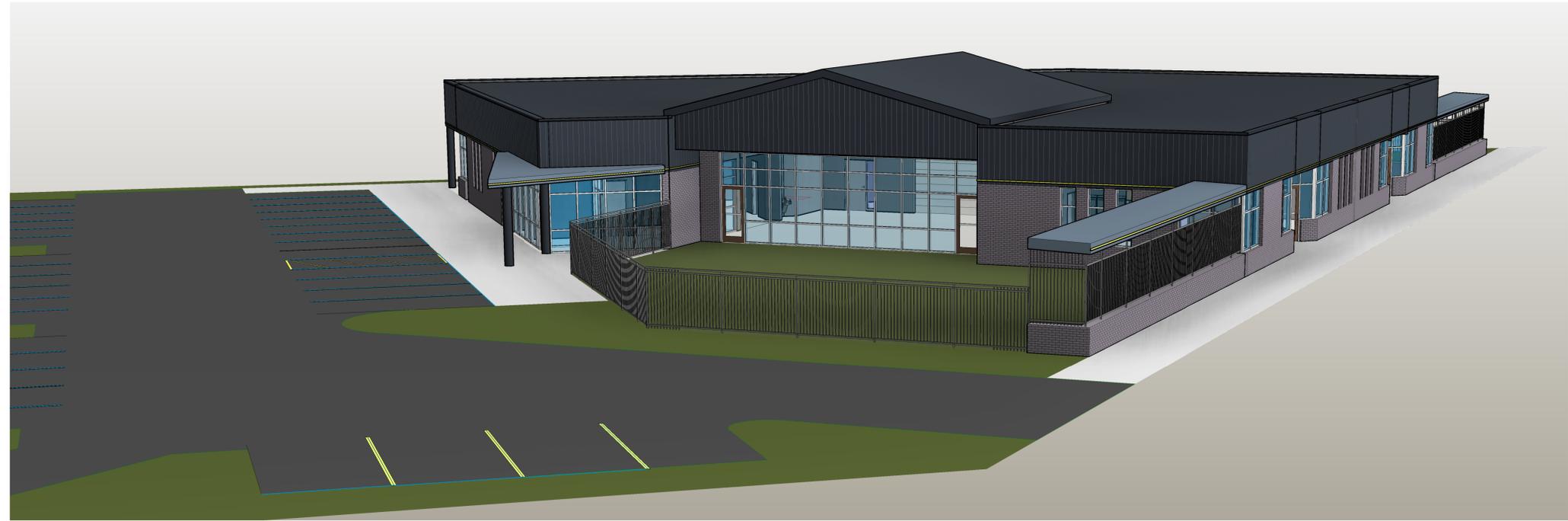
RYLAUR, LLC.  
14 PHEASANT LANE  
NORTH OAKS, MN 55127  
P: 612.868.3636  
philger@rylaur.com

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**PROJECT INFORMATION:**  
NEW FACILITY FOR  
CHRISTINA'S CHILDCARE

**CLIENT INFORMATION:**  
CHRISTINA'S CHILDCARE  
COUNTY ROAD 152  
BROOKLYN PARK, MN 55443

**CITY SUBMITTAL  
PRELIMINARY  
- NOT FOR CONSTRUCTION -**



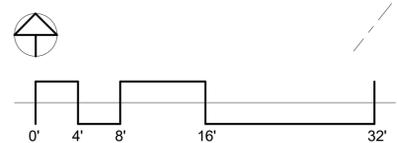
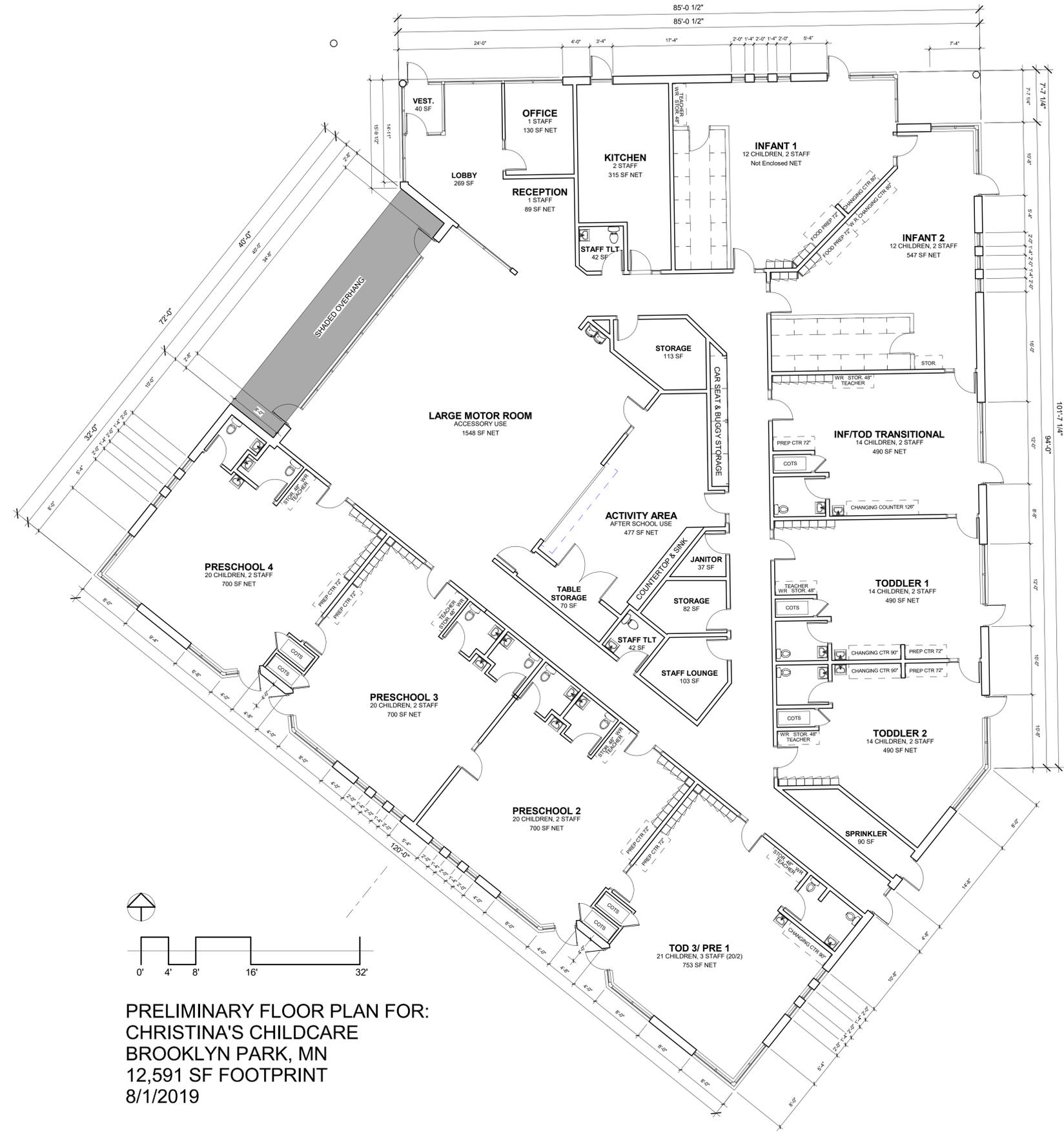
SHEET DATE: 8/1/2019

**REVISION SCHEDULE**

NO	DESCRIPTION	DATE

DRAFTED: PRG  
REVIEWED: APH

**SHEET TITLE:**  
PROPOSED SITE PLAN



PRELIMINARY FLOOR PLAN FOR:  
CHRISTINA'S CHILDCARE  
BROOKLYN PARK, MN  
12,591 SF FOOTPRINT  
8/1/2019

**CITY SUBMITTAL  
PRELIMINARY  
- NOT FOR CONSTRUCTION -**

SHEET DATE: 8/1/2019

**REVISION SCHEDULE**

NO	DESCRIPTION	DATE

DRAFTED: PRG  
REVIEWED: APH

**SHEET TITLE:**  
PROPOSED FLOOR PLAN

# City of Brooklyn Park Request for EDA Action

<b>Agenda Item No:</b>	6.1	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	General Action Items	<b>Prepared By:</b>	Breanne Rothstein Economic Development & Housing Director
<b>Resolution:</b>	X	<b>Presented By:</b>	Kim Berggren, Executive Director
<b>No. of Attachments:</b>	1		
<b>Item:</b>	Consider Approving Special Benefit Tax Levies for Defraying the Costs Incurred by the Brooklyn Park Economic Development Authority for the Year 2020		

## Executive Director's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_ TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_ APPROVING SPECIAL BENEFIT TAX LEVIES FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY FOR THE YEAR 2020.

## Overview:

The City's budgeting schedule requires the Economic Development Authority (EDA) to set its "EDA" and "HRA" levies at its August meeting. The EDA levy is a special benefit tax as authorized by Minnesota Statutes, § 469.107, Subd. 1, in the amount of 0.01813 percent of the taxable estimated market value of the City. By Resolution #2005-253, dated September 12, 2005, the City Council authorized the EDA to levy and collect this amount pending final annual approval by the City Council. For 2020, the full EDA levy is estimated to generate \$1,326,649.

The HRA Levy is a special benefit tax as authorized by Minnesota Statutes, § 469.033, subd. 6, in the amount of 0.0185 percent of the taxable estimated market value of the City. By Resolution #1997-336, dated December 18, 1997, the City Council authorized the EDA to levy and collect this amount without further approval of the City Council, provided the EDA Board and the City Council consist of the same members. For 2020, the full HRA levy is estimated to generate \$1,353,723.

Upon conferring with the City Manager and Finance Director, staff recommends the EDA set the EDA levy at the full amount and reduce the HRA levy to \$1,000,000. This recommendation deviates from the previous practice of setting both the EDA and HRA levies to the maximum amount for maximum flexibility. However, staff believes this approach will provide adequate flexibility for determining the appropriate sources of revenue for the City's 2020 budget recognizing that the levies can be adjusted by the Council during budget deliberations for the entire city.

## Attachments:

6.1A RESOLUTION

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019-

APPROVING SPECIAL BENEFIT TAX LEVIES FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY FOR THE YEAR 2020.

WHEREAS, the Brooklyn Park Economic Development Authority (the "EDA") was created by the City Council of the City of Brooklyn Park (the "City Council") by its adoption of an "Enabling Resolution" No. 1988-273, dated October 24, 1988 pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the "EDA Act"); and

WHEREAS, the Enabling Resolution was amended by Resolution No. 1995-72 dated March 20, 1995, whereby the EDA was granted all of the powers, rights, duties, and obligations set forth in Minnesota Statutes Sections 469.001 to 469.047 (the "HRA Act"); and

WHEREAS, pursuant to Section 469.033, Subd. 6 of the HRA Act, with the consent of the City, the EDA is authorized to levy a special benefit tax within its area of operation, not to exceed 0.0185 percent of the City's taxable estimated market value, for the purpose of defraying its operational costs (the "HRA Levy"); and

WHEREAS, the HRA Act was amended in 1994 to permit the City to authorize the EDA to levy and collect the HRA Levy without subsequent, serial approvals by the City; and

WHEREAS, by Resolution No. 1997-336, dated December 18, 1997, the City Council resolved that the EDA "is authorized to levy and collect taxes in accordance with the amended HRA Act, without subsequent approval of the City, for so long as City Council members constitute the entire Board of Commissioners of the EDA"; and

WHEREAS, City Council members currently constitute the entire Board of Commissioners of the EDA (the "Board"); consequently, a separate annual approval by the City Council of the 2019 HRA Levy is not required; and

WHEREAS, pursuant to Section 469.107, Subd. 1 of the EDA Act, the EDA may request that the City levy a special benefit tax within its area of operation, not to exceed 0.01813 percent of the City's taxable estimated market value, for the purpose of defraying operational costs of the EDA (the "EDA Levy"); and

WHEREAS, the staff has recommended Board approval of the full amount of the allowable HRA Levy, and an EDA Levy in an amount sufficient, together with the HRA Levy, for the forecasted expenditures of the EDA, as set forth below, and has represented that such levies are based upon the preliminary 2020 EDA budget.

NOW, THEREFORE, BE IT RESOLVED by the Brooklyn Park Economic Development Authority Board of Commissioners as follows:

1. That an HRA Levy for the year 2019 in the amount of \$1,000,000, which is a \$353,723 reduction from the maximum amount of 0.0185 percent of taxable estimated market value in the City, is hereby approved pursuant to Section 469.033, Subd. 6 of the HRA Act, as amended, for the purpose of defraying the EDA's operational costs.

RESOLUTION #2019- APPROVING SPECIAL BENEFIT TAX LEVIES FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY FOR THE YEAR 2020

2. That the Executive Director of the EDA is hereby authorized and directed to forward this action to the City Council and to take such other actions as are necessary to effectuate the HRA Levy approved herein in accordance with Section 469.033, Subd. 6 of the HRA Act.
3. That the City is requested to make an EDA Levy for the year 2020 in the amount of \$1,326,649 which does not exceed 0.01813 percent of taxable estimated market value in the City, pursuant to Section 469.107, Subd. 1 of the EDA Act for the purpose of defraying the EDA's operational costs.
4. That the Executive Director of the EDA is hereby authorized and directed to forward this request to the City Council and to take such other actions as are necessary to obtain City Council approval and imposition of the EDA Levy.

# City of Brooklyn Park Request for EDA Action

<b>Agenda Item No:</b>	6.2	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	General Action Items	<b>Prepared By:</b>	Erika Byrd, Development Project Coordinator
<b>Resolution:</b>	X	<b>Presented By:</b>	Erika Byrd, Development Project Coordinator; Kim Berggren, Executive Director
<b>No. of Attachments:</b>	3		
<b>Item:</b>	Consider Approving Commitment to Participate Financially in the Development of the Center for Innovation and the Arts and Participate in the Development of an Operational Agreement		

## Executive Director's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_ TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_ APPROVING COMMITMENT TO PARTICIPATE FINANCIALLY IN THE DEVELOPMENT OF THE CENTER FOR INNOVATION AND THE ARTS AND PARTICIPATE IN THE DEVELOPMENT OF AN OPERATIONAL AGREEMENT.

## Overview:

The purpose of this item is to update the Economic Development Authority (EDA) on the proposed Center of Innovation and the Arts at Brooklyn Park (CITA) and to request that the EDA consider committing to participate financially in the capital cost and operation of the facility. Brooklyn Park staff and guests will be presenting the EDA with a status update on the project.

## Vision:

CITA is envisioned to be a dynamic and inclusive center focused on leveraging resources of multiple partners to create a flexible facility that will greatly increase arts-related educational opportunities for students, increase economic prosperity, and advance the quality of life in Brooklyn Park and surrounding communities. This project proposes the construction of 83,130 square feet of space for a new facility to be located on the NE corner of 85th Ave North and West Broadway in Brooklyn Park. The project also calls for the facility to be operated under a joint powers agreement between North Hennepin Community College, Metropolitan State University, and the City of Brooklyn Park.

## Background:

The City of Brooklyn Park has been working with North Hennepin Community College around the creation of an arts center since 2015, when North Hennepin Community College presented their campus master plan to the City Council and asked the City to consider collaborating with North Hennepin Community College, Metropolitan State University, Osseo Area Schools (District 279), and other area partners on a Center of Innovation and the Arts project (previously known as the Performing and Fine Arts Education Center). In 2017, the EDA allocated funding toward a feasibility study for the art center and solicited a consultant to conduct the study. The feasibility study, now complete, is attached as Item 6.2B

In July of 2018, the project partners decided to undertake predesign for the facility in order to be eligible for a capital funding request within the 2020 State Bonding Bill. The EDA again approved partnering with North Hennepin Community College and Metro State to fund this predesign activity. On June 19, 2019, the Minnesota State College and Universities Board of Trustees passed their 2020 capital program. CITA was listed among the projects that will be part of MN State's ask of the legislature as part of a 2020 bonding bill. The request for CITA is \$6.8 Million in State General Obligation Bonds in 2020 for design and \$38 Million in bond funding in 2022 for construction. The remaining project costs would need to be raised through a fundraising campaign and partner contributions

**Budget/Fiscal Issues:**

If the EDA were to participate financially in the project, the EDA would need to contribute capital funding, likely in the range of \$6-10 million (or about 10% of total project costs). In addition, the City or the EDA would be expected to contribute an anticipated \$250,000 to \$500,000 annually to operations and a capital replacement fund. The project would likely be operated under a joint powers agreement with the City of Brooklyn Park as a member of the joint powers. Under the joint powers model, operational funding would be proportional with each partner's use of the facility. The financial level of support requested from the EDA would be determined through the future phases of fundraising, business planning, and building design. Staff would return to the EDA with a specific budget request at a later date.

**Recommendation:**

The Executive Director recommends approval.

**Attachments:**

- 6.2A RESOLUTION
- 6.2B FEASIBILITY STUDY
- 6.2C CITA FLYER
- 6.2D LOCATION MAP

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019-

APPROVING COMMITMENT TO PARTICIPATE FINANCIALLY IN THE DEVELOPMENT OF THE CENTER FOR INNOVATION AND THE ARTS AND PARTICIPATE IN THE DEVELOPMENT OF AN OPERATIONAL AGREEMENT.

WHEREAS, the Brooklyn Park Economic Development Authority (the "Authority") was created pursuant to the Economic Development Authorities Act, Minnesota Statutes, Sections 469.090 to 469.108 (the "EDA Act") and is authorized to transact business and exercise its powers by a resolution of the City Council of the City of Brooklyn Park (the "City") adopted on October 24, 1988; and

WHEREAS, the Authority possesses all of the powers of an economic development authority pursuant to the EDA Act and a housing and redevelopment authority pursuant to Minnesota Statutes, Sections 469.001 to 469.047; and

WHEREAS, an objective of the Authority is to protect and enhance Brooklyn Park's economic vitality and livability; and

WHEREAS, the Authority supports partnerships to enhance amenities in the community; and

WHEREAS, the Authority has a strong relationship with North Hennepin Community College ("College") and supports creating anchor destinations at its campus; and

WHEREAS, the Authority participated in the creation of the College Master Facilities Plan including the concept of a Center for Innovation and the Arts ("Project"); and

WHEREAS, the Authority has contributed financially toward a feasibility study and a predesign document for the Project in partnership with the College and other area partners; and

WHEREAS, the Authority desires to continue to work with the College and other area partners (including Metropolitan State University, local school districts and neighboring communities) to develop the Project.

NOW, THEREFORE, BE IT RESOLVED by the Brooklyn Park Economic Development Authority Board of Commissioners that:

1. The Authority commits to participate financially in the development of the Center for Innovation and the Arts. The Authority understands participation might be in the range of \$6 to \$10 Million toward capital funding along with limited operational funding support.
2. The Authority directs the Executive Director to develop with project partners an operational agreement for consideration at a later date.



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HGA

## CENTER FOR INNOVATION & THE ARTS (CITA)

FEASIBILITY STUDY

NORTH HENNEPIN COMMUNITY COLLEGE, METROPOLITAN STATE  
UNIVERSITY, CITY OF BROOKLYN PARK | MAY 29, 2019



# FEASIBILITY STUDY

MAY 29 2019

## Contents

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## 1.0 EXECUTIVE SUMMARY

NTH, HGA and KO Projects (Project Team) responded to the City of Brooklyn Park's January 2018 request for proposals to complete a Feasibility Study of the proposed Center for Innovation and the Arts @ Brooklyn Park (CITA).

The Project Team's approach to the study focused on the following:

1. Getting the organizational structure right.
2. Dialing into the right size, scope and budget.
3. Establishing a solid case for the project.
4. Business and Operational Framework.
5. Community Engagement.
6. Identifying Funding Sources.

The Center for Innovation & The Arts @ Brooklyn Park (CITA) is imagined to be a dynamic and inclusive center focused on leveraging resources of multiple partners to create a flexible facility that will greatly increase educational opportunities for students, increase economic prosperity, and advance the quality of life in Brooklyn Park and surrounding communities. CITA will expand post-secondary programs pathways in the arts and STEAM areas, increase baccalaureate completion, facilitate post-secondary and career pathways for high school students, and provide equitable and inclusive access to arts, technology and cross-cultural programming to a richly diverse population. This project matches one of the most diverse community colleges in the Minnesota State system, with the most diverse state university, to serve a community where over 50% of the residents represent people of color, new Americans and immigrant communities.

The Project Partners for CITA include:

- North Hennepin Community College (NHCC)
- Metropolitan State University
- The City of Brooklyn Park
- Hennepin County
- ISD 279 Osseo Area Schools

Upon being awarded the project, the Project Team developed a scope, timeline and deliverables for the Feasibility Study alongside Project Partners. Each Project Partner assigned decision makers within the organization to be a part of the Feasibility Core Team. A list of Project Partners and members of the Feasibility Core Team can be found in Appendix 1.

## SITE

The site for the project is located adjacent to the new Brooklyn Park Library on NHCC property to the north of 85th Avenue North. Considering the future light rail line along West Broadway Avenue, this project will include a plaza at the northeast corner of the 85th and West Broadway intersection to create a signature public space for Brooklyn Park, highlighting both the library and the new Center for Innovation and the Arts and creating programming opportunities for all partners. A skyway connection between CITA and the NHCC Bioscience and Health Careers Center will be created to allow for safe student circulation across 85th Avenue North.

## MODEL FOR PARTNERSHIPS

Working together, the stakeholders are partnering to create a facility that will be greater than the sum of its parts, leveraging spaces and creating synergies across disciplines and organizations. It actualizes the Project Partners' commitment to equity and inclusion and authentic partnership with the community as stewards of place. CITA's partnership and resulting facility strives to demonstrate a successful model for public partnership across multiple organizations with careful and thorough planning.

## PROGRAM ELEMENTS

The 83,130 square foot arts facility will include the following elements:

- Large Performance Studio
- Theatre studio/back box
- Art Gallery
- Music rehearsal and practice rooms
- Theatre and dance rehearsal studios
- Visual arts studios
- Classrooms and state-of-the-art flexible technology spaces
- Administrative and faculty offices
- Lobby space that can serve as an event space
- Outdoor plaza
- Adjacent to future Blue Line Light Rail Transit station

## PROJECT SIZE/COSTS

New construction: 83,130 GSF  
 Estimated Total Project Cost:  
 \$67,338,000 (2018 dollars)  
 \$84,742,000 (with inflation)

## 2.0 BACKGROUND

### HOW DID WE GET HERE?

In 2015, North Hennepin Community College (NHCC) undertook a master planning process that evaluated existing facilities, identified future needs and proposed land use for the future. The resulting Comprehensive Facilities Plan identified a performing arts education center, now named the Center for Innovation and the Arts (CITA) as a priority project for NHCC.

Dr. Barbara McDonald, the president of NHCC, presented the updated Comprehensive Facilities Plan to the Brooklyn Park City Council and asked the City to consider collaborating with NHCC, Metropolitan State University, and Osseo Area School District 279 on a vision for a performing arts education center.

The Project Partners began to meet regularly to develop a shared vision for such a facility. In February 2017, the CITA Project Partners convened a group of stakeholders for a consensus workshop aimed at defining the necessary elements of the project.

The resulting shared vision for a Performing and Fine Arts Education Center included:

1. Inspirational design with dynamic teaching, creative, learning spaces
2. Inviting aesthetics that allow for distinctive and connective experiences
3. Community-centered educational programming (including science, technology, engineering, arts, and math)
4. Equitable access and opportunity for all
5. Financial stability through leveraged partnerships

The Feasibility Study is jointly funded by the City of Brooklyn Park, Hennepin County, North Hennepin Community College, Metropolitan State University, and Osseo Area School.

The CITA Feasibility Study draws on previous planning documents and processes including:

- Brooklyn Park Building to 2030 Signature Development Task Force, 2013
- Brooklyn Park Public Art Task Force, 2014
- North Hennepin Community College Comprehensive Facilities Plan, 2015
- Brooklyn Park Station Area Plan, 2016
- Brooklyn Bridge Alliance Youth-to-Youth Survey, 2016
- Brooklyn Bridge Alliance for Youth's Performing and Visual Arts in the Brooklyn's Survey, 2016
- Brooklyn Park 2025 Community Plan, 2017
- Brooklyn Park Parks and Recreation System Plan, 2018

These studies and plans showed ongoing support for improved access to arts programming and spaces in the area. A common and ongoing theme has been the community's desire for unique destinations that bring people together, celebrate the community's diversity, and provide vibrant arts and culture opportunities. More recently, the engagement and survey work for the Parks and Recreation System Plan revealed that the addition of a performing arts/studio arts facility is a top priority for the community.

In addition to the Feasibility Study, the Project Team also completed a Predesign Submittal for Minnesota State Colleges and Universities in application for state bonding. The content of the Predesign Submittal informed the results of this Feasibility Study.

### 3.0 MARKET ANALYSIS, NEEDS ASSESSMENT, COMMUNITY ENGAGEMENT

#### MARKET CONTEXT SCAN

In addition to the needs of the Project Partners, the Project Team also assessed the larger market context for a performing arts center. Market success for a project like CITA is at the intersection of market demand and supply of public value. There must be sufficient local demand for the programs that happen at the venue to sustain program providers and drive earned income. Perhaps more importantly, the center must become a beloved community destination, known for its accessibility and relevance, if it is to be sustainable in the long term. The center's relationship with its community is ever-changing and will require CITA and its programming to be nimble and resilient as the diverse communities in NW Minneapolis continue to grow and change. There is no "build it and they will come;" new cultural facilities must respond to community need and continue to serve their communities if attendance and participation are to remain high.

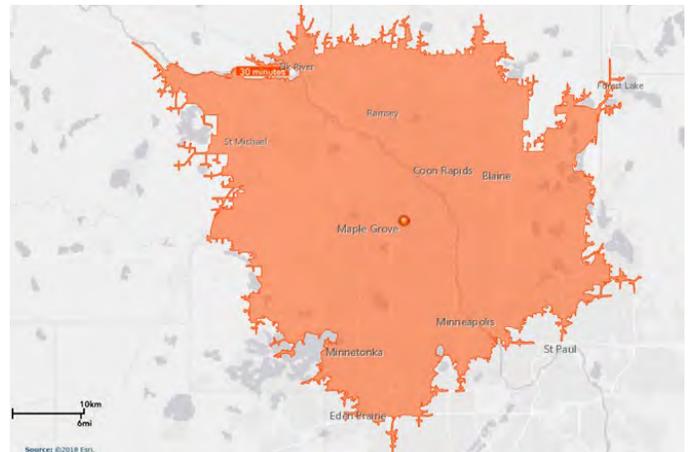
For any cultural facility, there are two main demand profiles:

- the **demand among the public for arts programming** including classes, performances, and festivals;
- and the **demand among the suppliers of that programming** for the space provided by the proposed Center, in this case NHCC, Metro State, and the City of Brooklyn Park, as well as other local arts groups.

**Equity, Inclusion, and Impact** The Center for Innovation & The Arts @ Brooklyn Park (CITA) is imagined to be a dynamic and inclusive center focused on leveraging resources of multiple partners to create a flexible facility that will greatly increase educational opportunities for students, increase economic prosperity, and advance the quality of life in Brooklyn Park and surrounding communities. CITA will expand post-secondary programs pathways in the arts and STEAM areas, increase baccalaureate completion, facilitate post-secondary and career pathways for high school students, and provide equitable and inclusive access to arts, technology and cross-cultural programming to a richly diverse population. This project matches one of the most diverse community colleges in the Minnesota State system, with the most diverse state university, to serve a community where over 50% of the residents represent people of color, new Americans and immigrant communities.

**Public Programming Demand Potential** Demand potential for arts programming can be assessed by using publicly-available demographic data and behavioral indicators aggregated by national market research services. Actual audience and participator demand would be affirmed by a public survey later in the project development process.

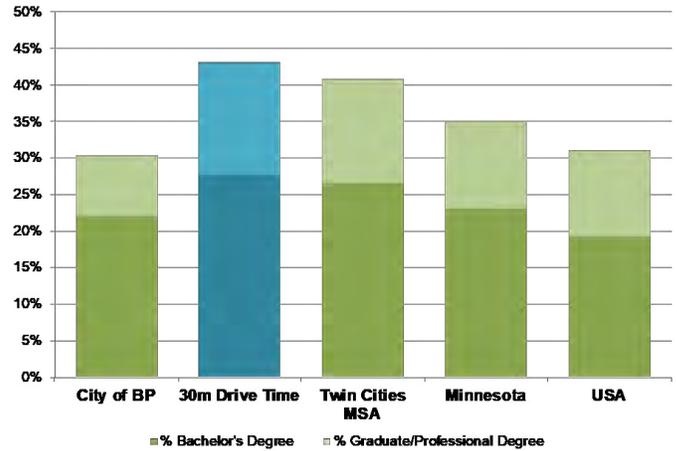
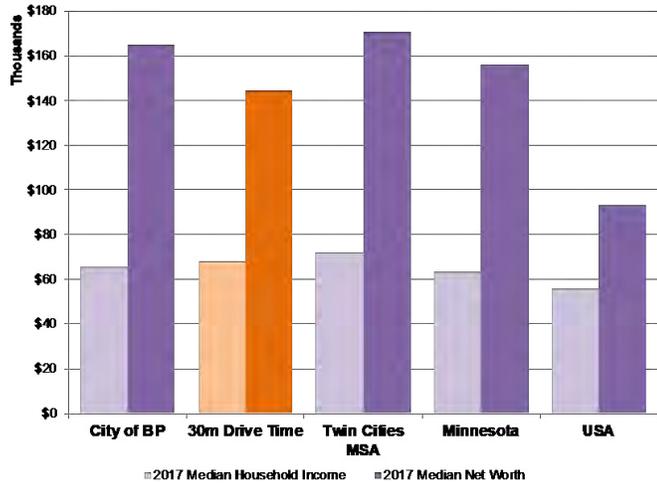
The NEA's Survey of Public Participation in the Arts shows that wealth and education are the most closely correlated with arts attendance, with educational attainment being the strongest driver of interest in arts and culture programming. To understand these values for CITA's marketplace, we defined the Primary Market Area as a 30-minute drive time from the proposed site in Brooklyn Park. It is estimated that about 80% of attendees/participants would come from this area:



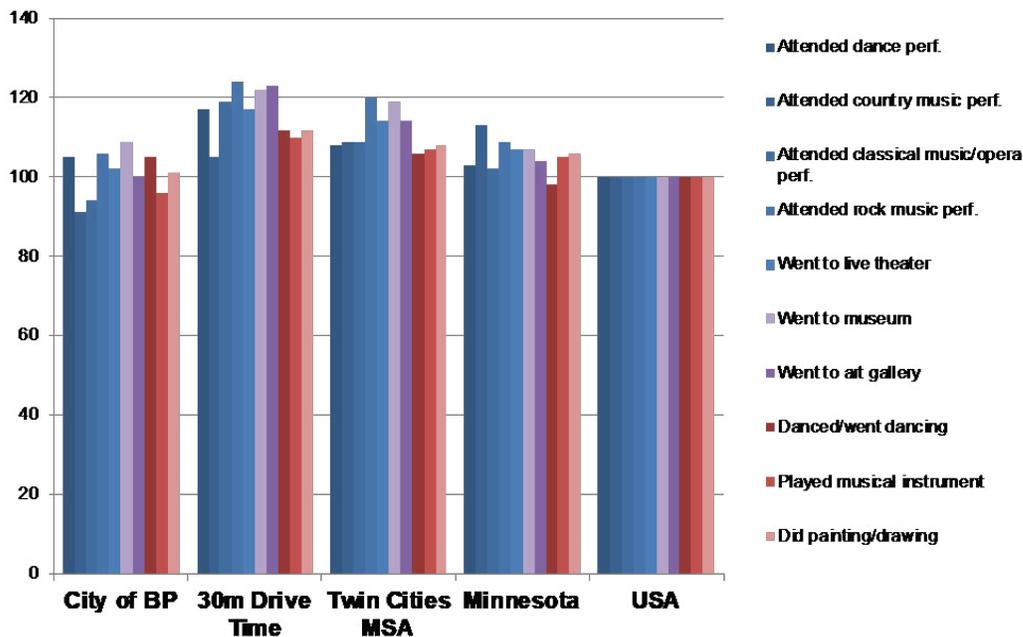
CITA Primary Market area: 30-minute drive time

**Income and Net Worth** In the Primary Market Area, median household income and median net worth are lower than the Twin Cities as a whole, reflecting a larger proportion of young people and young families. (Source: ESRI/ArcGIS. See Appendix 2 for Arts Market Profile detail).

**Educational attainment** in the primary market area, however, is higher than the Twin Cities and the state of Minnesota, suggesting that local demand potential for arts and culture programs is high.



**Behavioral trends** tracked by ESRI/ArcGIS confirm that the CITA market area (30m drive time) has above-average propensity to participate in arts and culture activities. These Market Potential Indices (MPIs) indicate the likelihood that someone in the given area would do the listed activity in a given year (relative to a national average of 100):



**Programming Suppliers Demand** A follow-on effect of public demand for programming is demand among program providers for space (these are not always correlated). In many communities, this assessment is focused on small nonprofit arts groups which often need smaller-scale, affordable space. For CITA, the demand for space is driven by the program partners and their desire to provide educational programming. This is not possible to substantiate using publicly-available data, but must rely on reporting ‘from the field,’ including feedback from program providers.

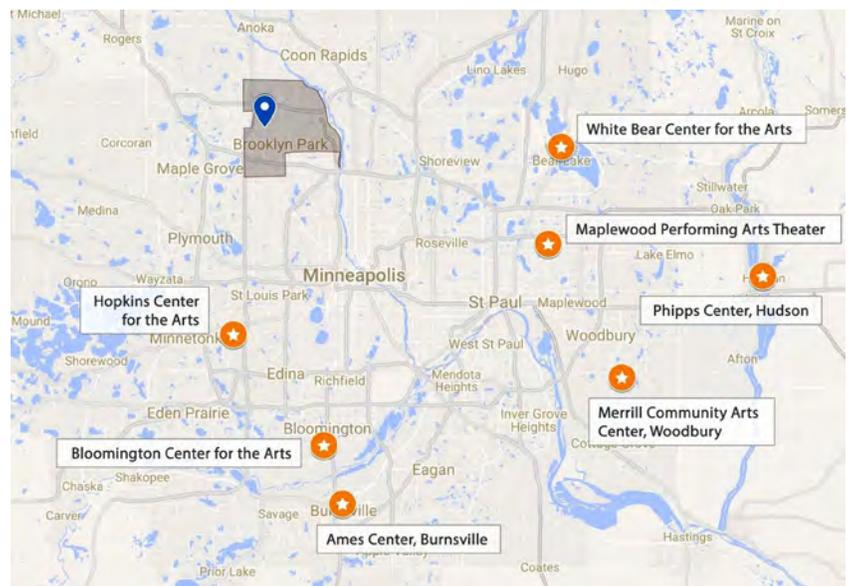
North Hennepin Community College’s arts programs have had strong interest and this project was driven in part by a desire to increase enrollment in these areas. At Metro State University, cross-disciplinary arts programming is becoming an important component of a well-balanced 4-year education. Local school districts report a strong interest in expanding STEAM (Science, Technology, Engineering, Arts and Math) education and related programming, and the City of Brooklyn Park’s recreational arts programs consistently have waiting lists. All these indicators suggest substantial unmet demand in the area for arts education programming.

Smaller nonprofit groups (e.g. choirs, theatre groups, etc.) would be able to use the space but would not have to ‘carry’ the full load of utilization to make the venue feasible. The social and ethnic diversity of the market area, which blends longtime residents with immigrants, native speakers and English-language-learners, young people and seniors, and so on also suggests that a new venue with a focus on celebrating this diversity would be welcomed.

**A regional scan of arts centers outside downtown Minneapolis / St Paul** that are not associated with high schools reveals a venue gap in the northwest suburbs (data courtesy City of Brooklyn Park). We know from the analyses discussed in this section that demand for arts activities and space among both audiences and users is relatively high and there are few venues that supply those arts activities and space to Brooklyn Park and the surrounding communities. Venues associated with high schools are often difficult to book for outside groups, and suburban audiences across the country are looking for more programming closer to home. All these factors suggest that a new venue in Brooklyn Park would be well-used by audiences and user groups alike.

DEMOGRAPHIC INFO AND DEMAND FOR PROGRAMMING

	CITY OF BP	30 MIN DRIVE TIME	TWIN CITIES METRO	MN	USA
Median Household Income	\$65,572	\$68,058	\$71,794	\$63,470	\$56,124
Median Net Worth	\$165,284	\$144,980	\$170,968	\$156,192	\$93,348
Education: Bachelor’s Degree (%)	22%	28%	27%	23%	19%
Education: Graduate / Professional Degree (%)	8%	15%	14%	12%	12%
Attended classical music/opera performance	94	119	109	102	100
Attended dance performance	105	117	108	103	100
Went to live theater	102	117	114	107	100
Went to museum	109	122	119	107	100
Went to art gallery	100	123	114	104	100
Attended country music performance	91	105	109	113	100
Attended rock music performance	106	124	120	109	100
Played musical instrument	96	110	107	105	100
Danced / went dancing	105	112	106	98	100
Did painting / drawing	101	112	108	106	100



Regional scan of arts centers outside of downtown Minneapolis / Saint Paul



## NEEDS ASSESSMENT

In addition to market demand, the Project Team also identified the needs of each Project Partner. The Center for Innovation & The Arts will solve and address many needs for its partners. Moreover, the opportunity exists for CITA to benefit additional partners including adjoining communities, school districts, and arts organizations.

1. As a priority project in NHCC's 2015 Master Facility Plan, The Center will replace the current 48-year old NHCC Fine Arts Center (FAC), a dated facility that no longer meets the educational needs of the NHCC arts programs and prohibits the programs from desired national accreditation. The state of the building continues to require ongoing and significant maintenance. In compliance with NHCC's 2010 Master Facilities Plan, in 2014 the college invested HEAPR and college funds to improve the health/safety/infrastructure needs in the FAC building and make interior improvements necessary to temporarily extend the building's life with the understanding that a permanent solution was needed. As part of the comprehensive plan, the current FAC building will be demolished once CITA is constructed, reducing NHCC's deferred maintenance backlog. Creating CITA will allow music, performing arts, fine arts, graphic arts program and related academic programs the space required to prepared our students with a quality learner centered state-of-the art educational experience and modern resources to make them competitive in their chosen fields.
2. CITA presents the opportunity to expand NHCC's partnership with Metropolitan State University by creating a "north metro home" and expanding art programs for Metropolitan State University's visual arts and theatre programs. In addition, the partnership will accelerate and support the expansion of baccalaureate programs, which are now housed in leased facilities in various locations. The facility will support the achievement of the goals of the Twin Cities Baccalaureate plan put forth by the Minnesota State Board of Trustees.
3. The vision for CITA includes engaging the broader community and surrounding cities in utilizing the facility to advance cultural engagement, community education and youth and aging adult programming. Specifically, the City of Brooklyn Park will greatly benefit as the facility will fill an identified "arts gap" within the community and the northwest suburban region. The facility supports the City of Brooklyn Parks vision for an arts center where its diverse community can participate in performing and fine arts programming and host arts classes, camps, after-school events and summer activities.
4. ISD 279 Osseo Area Schools has a goal to expand opportunities for STEAM (science, technology, engineering, arts and math) pathways and host arts classes, camps, afterschool and summer activities. The vision of CITA includes a "placeholder" for the development of academic and career pathways (STEAM Pathways Academy), featuring career-related programming in Information Technology, Cyber security, Business, pre-Engineering and Arts. Space for this programming will be co-located in this facility, taking advantage of the adjacent library and shared physical resources of NHCC. The STEAM Pathways Academy will increase the "pipeline" of secondary to post-secondary students into high demand high need careers, advance persistence and completion, and ultimately positively impact enrollment at NHCC and Metro State University.
5. Finally, the development of CITA and its positioning at the corner of 85th and West Broadway, supports the interests of Hennepin County in providing state-of-the-art amenities that will advance economic development and position the NW metropolitan region for ongoing growth and development. Specifically, the anticipation of the Blue Line Light Rail stopping at this very location, positions CITA to be a premier cultural and educational destination.

## COMMUNITY ENGAGEMENT

To further develop and determine a need for a space at CITA, the Project Team continued to build on Project Partners' history of community engagement. For the last decade, discussions around an art center for Brooklyn Park have included multiple partners and dialogue with the community. A key goal for the project has been to engage stakeholders, so that this facility can reflect the needs and input from the broader community. As such, there have been numerous sessions for input, including surveys, meetings and discussions with various community groups and faculty that have led up to this feasibility study. See Appendix 3 for full notes from each engagement session.

The results of the community engagement to date demonstrates a strong interest and desire for an arts center in the Brooklyn Park community. There is curiosity about what would be included in the center and how the partnership with North Hennepin Community College and Metropolitan State University would work. Some common themes from the public are:

- Interest in how this project can truly serve the diverse community, including low-income families
- Supportive of local talent, local resources, local interests (both in construction of project and later in program offerings)
- Programming that can be inclusive of all ages
- Unique destination and cultural anchor for the area
- Potential driver for neighborhood commercial growth
- A point of pride for the community

It was found that there is a general lack of knowledge about this project among general community members and the student population. The opportunity exists to more broadly share information about the project to generate a stronger knowledge baseline of the project. The project currently benefits from a generally positive viewpoint from the public and this will help in generate project momentum.



**Faculty Engagement** Several meetings were held with the arts faculty of North Hennepin Community College and Metropolitan State University to get their initial input on the program and building concepts. The faculty is generally very supportive of the project and are excited about the possibility of getting spaces that align with their program needs.

One area needing further refinement and definition is how NHCC and Metro State's arts programs will work together. Their arts programs for both institutions are quite unique and separate. Further planning will be needed to better align space needs with a common vision for shared programs.

## 4.0 ARCHITECTURAL SPACE NEEDS

### DESIGN PROCESS

Through a process of listening, gathering needs, benchmarking similar projects, debate and discussion, the design team developed a range of program and building sizes for ideal, better and good scenarios. The ideal scenario featured a building size of 114,238 gross square foot, but the cost for such a project was determined to be prohibitive. With a goal of creating highly flexible and functional space that will meet current and future multi-disciplinary needs, the design team adjusted the program to provide spaces that meet essential academic and performance needs, while looking to innovative models for added flexibility. The result is a 83,130 gross square foot facility with some very unique spaces that better support academic, performance and community needs.

Project Partners were consulted on space needs and their input informed the final conceptual program. As the project moves forward, further input from faculty and NHCC/Metro State leadership will be needed to ensure their arts programs and space needs are aligned.

**Large Flexible Studio** This unique venue can be transformed to accommodate a wide variety of events and performances. Telescoping and gallery level seating can seat 375 or be removed for larger events. The “stage” is defined by curtains and has rigging capabilities. Natural daylighting increases the flexibility of the space, while black-out shades offer lighting control for performances.

**Black Box Studio** This space will also support a wide variety of performances, while functioning as a teaching space for theater.

**Music Rehearsal/ Recital Space** This space has built in risers that can function on a day-to-day basis for choral rehearsal or can be used as audience seating for a recital, film screening or speaker.

**Lobby** This area will function in multiple ways, as a pre-and post-function space for performances, as a gathering space for students, as a place for gathering for events and cultural activities, as an informal performance space and as an event space that could generate rental revenue.

**Art Studios** Large studio spaces will focus on accommodating a specific art activity, but will also have

support areas that allow a secondary process to be used within the larger studio. This concept will increase flexibility and functionality for the studios without having to have redundant spaces to accommodate the wide variety of art processes.

Additional detail on each program’s space needs can be found in Appendix 4.



The design goals for the project are:

- Provide highly flexible and highly utilized specialized spaces for arts education and innovation.
- Create a more visible, inviting, public-facing façade for North Hennepin Community College.
- Develop a facility and site that enhances not only NHCC’s image, but together with the Hennepin County Library- Brooklyn Park, creates a point of community pride.
- Design a public plaza that celebrates the collaborative spirit of the project partners and becomes a place for college and community events.
- Develop a distinctive building that communicates its artistic purpose while responding to the specific context of the site and surrounding area and celebrates the diversity of the students and community served.



## PROGRAM SUMMARY\*

No.	Space Categories	Proposed SF	Seats	Osseo Schools	Notes
		<b>ASF</b>			
100	Public Spaces	7,490			
200	Performance Space	12,030	500		
300	Music	9,710	152		
400	Theatre & Dance	8,750	60		
500	Visual Arts	9,210	28		
600	School District	0		13,010	
800	Shared Spaces	3,810	60		
	<b>Subtotal (ASF)</b>	<b>51,000</b>	<b>800</b>		
900	<b>Grossing Factor</b>	1.63	32,130	8,457	
	Non-Assignable/Non-Program Space Services, M&E, circulation, WCs, etc.				
	<b>Total (GSF)</b>	<b>83,130</b>	<b>800</b>		
	<b>Total (GSF) with School District</b>			<b>104,597</b>	

Note: The Osseo Area Schools magnet school space would be a future phase that would be funded by the school district. Space will be allotted on the site for this future building, as well as a connection to CITA.

\*Details of the architectural program can be found in Appendix 4.

## 4.1 SITE PLAN

### SITE OVERVIEW AND HISTORY:

The entire parcel of land north of 85th Ave N, east of Broadway and bound by College Parkway was previously owned by North Hennepin Community College. A portion of this full parcel was sold in 2011 to Hennepin County as a site for the new Brooklyn Park library, which was completed in 2015. When this agreement was created and property lines were formed, it was with the idea that NHCC and the City of Brooklyn Park, in the future, would develop a shared plaza space. This concept of shared space evolved into discussion of an arts center adjacent to the library with the entire site utilized in a way to create a destination for the community.

When the Biosciences and Health Careers Center (BHCC) was planned and constructed, there was consideration given to the future skyway connection to the future arts center. This skyway connection was planned from the second floor of the BHCC lobby which is adjacent to the grand stair and planned to connect to 2nd level of the arts center.



**Holistic Planning with Hennepin County Brooklyn Park Library** Initial site studies were created that used only the land within the current property line for CITA. These options were deemed to be too limiting and not taking full advantage of a holistic approach to site design which would include the library. The design team then created a test site diagram that moved CITA closer to the library and crossed the northern property line into the library site. Discussions with Hennepin County indicate that they are amenable to such a solution that would require reconsideration of property lines and joint use of parking.

Moving CITA to the north also resulted in improved accessibility between the buildings. The library was designed so that the front entry faces south for a sympathetic relationship to the future performing arts center entry.

**Public Plaza** An outdoor public plaza on the corner of 85th and Broadway is a highly important feature of this project. The plaza allows the two facilities to face onto the same public space for mutual benefit for informal gathering, formal programming and the creation of an important civic destination. The planned Blue Line light rail line and stop at the corner of Broadway and 85th Ave furthers the vision for a public, civic space on this corner. Utilizing both hard and soft scape area, the plaza

will include spaces suited to after school and summer programs, as well include spaces for performance and public art. The importance of this public space as a year-round gathering place for the community will drive the design and programming of the space. Lighting, landscaping, vegetation and features that may include water, will be explored to create a signature space that supports the library and CITA, as well as a wide variety of community events.

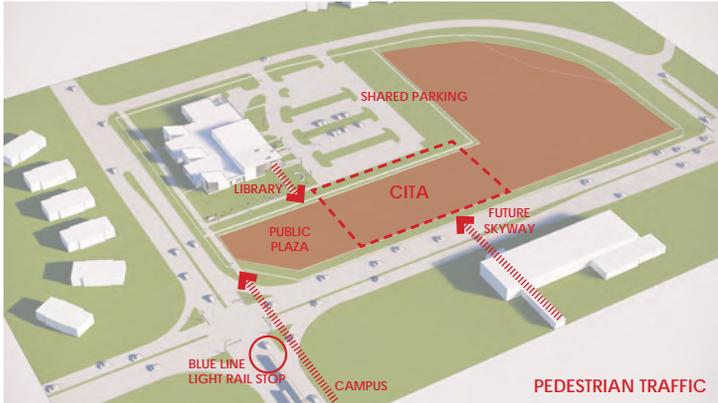
As a demonstration project, the partners are launching temporary plaza uses in 2019, including temporary hard-scape and landscaping, seating, gathering spaces, natural play area, shade features, and art elements. The community's use of the temporary plaza will inform the permanent plaza design and could have implication for the building design as well.

**Site Landscape** There is a sizable portion of the eastern part of the site that is available for a future building site. In addition, there is the desire for outdoor learning space and spaces that are developed as natural landscapes. Native plantings and swales can be used for retaining areas to mitigate run-off from hard surface areas. Native plantings should be used wherever possible to minimize site irrigation needs.

**Parking** CITA parking will be designed to be seamless with the library parking, creating a parking arrangement that simplifies aisles and access points from College Parkway. The unified lot will require work along the south and east edges of the library's existing lot. Islands planted with vegetation and trees will offer shade, reducing the heat island effect.

**Site Circulation** While the main “front” view of and entry to CITA will be from the Public Plaza at the corner of 85th and Broadway, there will be numerous ways to access the site and enter the facility.

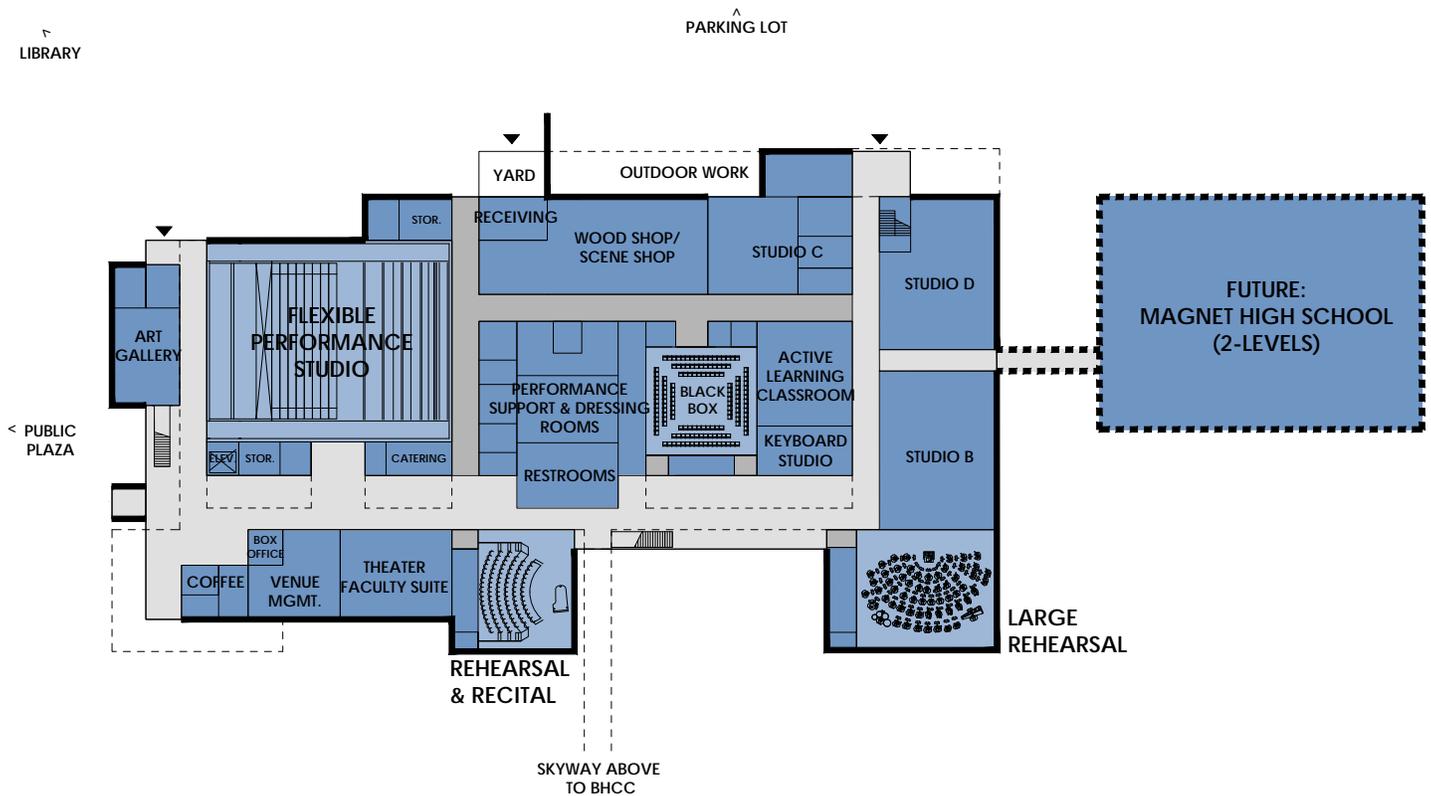
- For arrival on foot, by bicycle, or by public transportation - including the anticipated light rail stop - the main entry on the Public Plaza will be the primary way to enter.



- A third access point will be from the main campus south of 85th Ave N, via the new skyway. This path from the Bioscience and Health Careers Center will enter directly into CITA’s Main Lobby on second level, next to a grand stair. A service entrance on the north side is accessed by vehicle from the parking lot via a service driveway. This entrance is located adjacent to the Scene/Wood Shop, Studio C, Flexible Performance Studio, and outdoor work area where most deliveries are likely to go. This back of house area will also serve as the trash and recycling collection area and any required outdoor MEP equipment. A combination of screen walls and landscaping will shield this area from visitors accessing the site from the parking lot.

- For those arriving by car, access to the shared parking lot on the north side of CITA will be from College Parkway. Two building entry points on the northeast and northwest ends will receive visitors. The northeast entry is the principle entry from the parking lot and will include a small lobby and clear path to the main lobbies adjacent to the performance spaces. The northwest entry connects directly to the main Public Plaza Lobby. It is also a likely entry point for those walking between the library and CITA.





MAIN LEVEL FLOOR PLAN

The concept layout of the Center for Innovation & the Arts considers a number of factors:

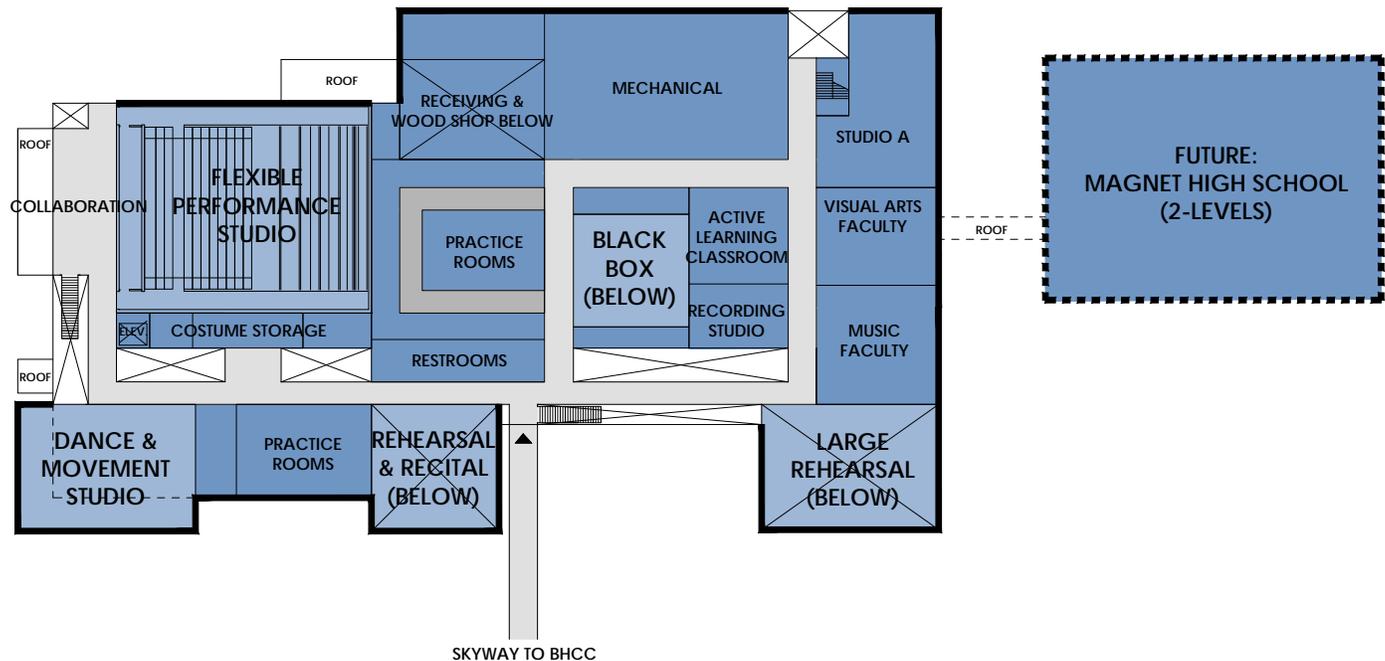
**Building Arrival/ Front of House:** Like many campus performing arts facilities, this building will have multiple entrances and needs to address arrival and connections on multiple sides. The west side must address the public plaza, connection to the library, arrival from the Blue Line light rail stop and function as a gateway image for campus and the city. There will be major building entries from the west and north-west, as well as from the north parking area. A skyway will connect CITA to the NHCC BHCC building across 85th Ave N. The major circulation path will connect the multiple entrances, as well as function as lobby space serving the Flexible Performance Studio, the Black Box, the Rehearsal/Recital space and Dance Studio at the upper level.

**Back of House Space:** The Flexible Performance Studio and Black Box will be served by the same back of house space which includes the Wood Shop, Green Room, Dressing Rooms and various storage spaces. The back

of house circulation is separate from the main public corridor to allow performers to cross over from one performance entrance to another, as well as access the performer support spaces.

**Receiving and deliveries:** A critical path is one that goes from the Receiving area, into the Wood Shop with direct access to Flexible Performance Studio and Black Box. Consideration should be given for visiting artists unloading instruments, delivery of clay for art studios, material deliveries for Wood Shop and crated art deliveries for the Art Gallery.

**Sound isolation:** Acoustically sensitive spaces are not directly adjacent to each other if at all possible. The performance spaces have been separated by each other and have Sound and Light Locks (vestibules) to help minimize sound transference from the corridors.

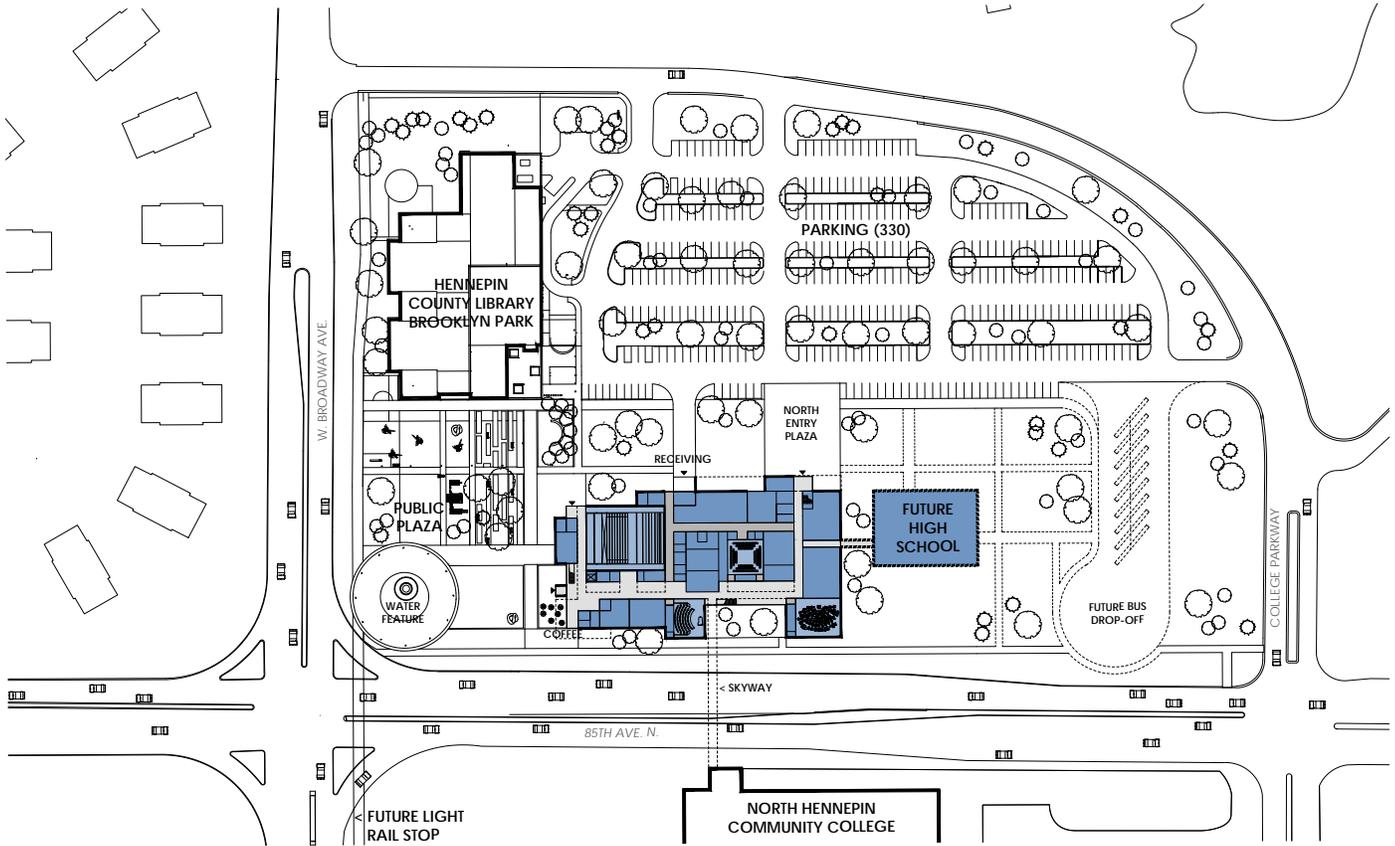


UPPER LEVEL FLOOR PLAN

**Acoustical Volume:** To prevent hearing damage and create the appropriate acoustical environment, a number of spaces will need to be more than a single story in height. The Rehearsal Rooms, the Flexible Performance Studio and the Black Box Studio will be taller spaces to achieve the appropriate volume.

**Connectivity between Floors:** This two story building should feel connected between the first and second floor. There are 2 story volumes in the main corridor/lobby and open stairs to promote physical and visual connection between levels. An oversized elevator will be located along the main circulation.

**Outdoor Work Space:** The Wood Shop and Studio C (Ceramics) have joint access to an outdoor courtyard space. This outdoor work area will have a secure barrier and function as workspace for sculpture and ceramics. Outdoor kilns could be located in this area.



SITE PLAN

NORTH



## 5.0 FRAMEWORK, ORGANIZATIONAL STRUCTURE AND OPERATIONS

### FRAMEWORK

To inform management, financial, and program planning, the Project Team researched a series of nationwide exemplars (summarized below), chosen by virtue of their special partnerships or relationships with higher education institutions and public entities. Detailed profiles of these centers are available in Appendix 5.

VENUE	CITY	OVERVIEW
King Academic & Performing Arts Center	Denver, CO	Large 7-venue arts center with 3 institutional partners: CU Denver, Metro State College of Denver, and Community College of Denver. Operated as a separate entity as part of a larger campus.
Center of Creative Arts (CoCA)	St. Louis, MO	Independent nonprofit which produces its own programming focused on youth education. CoCA has extensive partnerships with local schools and engages 50,000 local residents across 221 zip codes. Large operating budget driven by in-house programming.
East St. Louis Center	St. Louis, MO	Smaller center operated by Southern Illinois University. Exemplary partnership programs with a STEAM focus, and a charter school, but limited dedicated arts space.
Henderson Fine Arts Education Center	Farmington, NM	Independent center operated by San Juan College, shared with San Juan High School. The center has a coordinating role with academic departments and community partners, and hosts outside rental events. They offer an associate's degree in technical theatre.
Ybor Center	Tampa, FL	NASM-Accredited performing arts building on a community college campus. They see opportunities for community partnership but have not developed those programs. Coordination between departments has been their biggest challenge.

Key themes emerged from this field scan and informed the development of the operations and economic framework described in the sections that follow.

### Governance & Management

- *There are few directly comparable examples nationwide.* Many centers have one operator and many partnerships, but report scheduling issues. Only Denver's King Center has a true joint operating partnership between the Community College of Denver, Metropolitan State University of Denver, and the University of Colorado Denver. They reports great success with this model.
- *Outside partnerships vary greatly in form & scale.* Some centers have well-developed programming partnerships with nonprofits, colleges, schools, etc. Others lack the resources to build these partnerships. Long-term program partnerships require intentional management and a clear partnership structure.
- *Operating cost responsibility is not always directly tied to space use.* In centers with a landlord/tenant relationship, rental users are charged for the time they use various spaces. However, in centers where partners use multiple spaces on a frequent basis, centers reported that percentage-of-use agreements (rather than strict time accounting) were more effective.
- *Independent entities have greater control over the center's identity.* Several of the centers we profiled were operated as part of a higher ed institution, but reported difficulty in establishing the center's identity in their communities, as distinct from the parent institutions. Independent operations helped in this regard.

### Operations & Economics

- *Operating within an existing institution can leverage shared services.* Many of the centers we profiled partnered with or were operated within a larger institution with administrative structures that helped reduce center overhead. Administrative support, finance, and facilities management were all noted as helpful shared services.
- *Space scheduling during the academic year requires compromise and active management.* In all the centers we profiled, managers noted that space scheduling (either among partners or between departments) required active management by staff. Those centers that emphasized compromise and partnership in scheduling were more successful than those who tried to schedule using formulas.



- *Many facilities have some dedicated departmental space, with shared performance halls and other large spaces.* Those centers that house academic departments often had dedicated office and some classroom space for departments. However, most performance halls and large classrooms were shared spaces, scheduled between different partners and departments.

### Programming & Education

- *There is a synergy between community recreational arts programming and post-secondary academics.* Centers reported that the scheduling needs for community arts programs (evenings, weekends, summer) dovetail well with the space needs of higher ed programs (largely weekdays, fall through spring). This allowed centers to maximize space utilization.
- *Many higher-ed-operated centers are exploring new community partnerships.* Many of the centers we profiled noted that a near-term priority is to expand meaningful community partnerships and increase the use and relevance of their venues in their communities.
- *Few centers focus on large-scale outside presentations.* Given the use profile (higher ed and community programs) and the venue seating capacities of the venues we profiled, large-scale touring programming was not a priority. These centers generated their public value by being available for community use.

## ORGANIZATIONAL STRUCTURE

Building on the scan of nationwide exemplars, the Project Team explored four approaches to structuring the operations and management of a multi-partner center like CITA:

PROS	CONS
<p><b>1. Landlord/Tenant</b></p> <p><i>One partner takes the lead in operations, others pay to use space, though partners have special status.</i></p> <ul style="list-style-type: none"> <li>• Likely clearest approach economically/ operationally</li> <li>• Can make use of existing mgt/ops infrastructure of lead partner</li> <li>• Space use can change easily in response to demand</li> <li>• Possible to have tiered tenant relationships - from partners through small community groups</li> <li>• Lots of precedent nationwide</li> </ul>	<ul style="list-style-type: none"> <li>• One partner does most of the work</li> <li>• One partner has most of the control/ responsibility</li> <li>• Center would be ‘part of’ one entity rather than its own thing</li> </ul>
<p><b>2. New Public Management Entity (Joint Powers)</b></p> <p><i>Create new public entity with representation from each partner group; cost, responsibility, and space use likely established by policy.</i></p> <ul style="list-style-type: none"> <li>• Likely most ‘equal’ operational structure</li> <li>• Possibility to set a new precedent</li> <li>• Partners retain shared control over outcomes</li> <li>• Shared services could be built into agreement</li> <li>• Partners share project risk</li> <li>• Center could easily establish its own identity</li> </ul>	<ul style="list-style-type: none"> <li>• More potential for bureaucracy; decision-making may be less efficient</li> <li>• All partners must be willing to compromise</li> </ul>
<p><b>3. New Not-for-Profit Management Entity</b></p> <p><i>Create new nonprofit entity – possibly with representation from each partner group. Support of ongoing operations shared between partners and NFP fundraising.</i></p> <ul style="list-style-type: none"> <li>• Possibility to raise annual operating support</li> <li>• Clear management, separate from partners</li> <li>• Center could easily establish its own identity</li> </ul>	<ul style="list-style-type: none"> <li>• Cumbersome to establish with public partners</li> <li>• New NFP may strain emerging philanthropic environment in area</li> <li>• Harder to leverage shared services of campus</li> <li>• Partners have less control over outcomes</li> <li>• Administrative services &amp; overhead duplicative</li> </ul>
<p><b>4. Commercial Operator</b> <i>Theoretically possible, but not recommended given proposed programming.</i></p>	

### Structure Recommendation

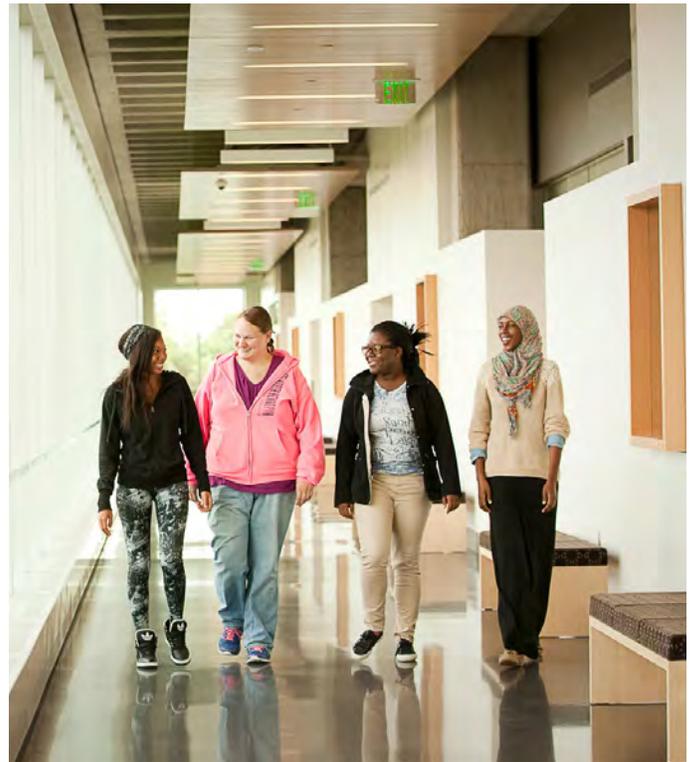
Based on this review, CITA operations (like its construction) is planned to be set up as an **independent public enterprise, established by a Joint Powers agreement** between North Hennepin Community College, Metropolitan State Universities, the City of Brooklyn Park, and perhaps other partners. The partners of a Joint Powers Agreement would provide operational support split by percentage of use and access of CITA by each partner. This decision was made on the basis of research into exemplar venues nationwide, as well as the desire of the project partners to establish a collaborative management approach that is based on shared values and is sustainable in the long term.

#### The CITA Joint Powers would:

- Make the Center available to Joint Powers Partners first (for educational and community programs,) and then to other users (for rentals and other uses)
- Present a series of ticketed performances and other programs when the performance halls are not in use by partners
- Employ staff to manage the Center's calendar and utilization
- Employ staff to operate and maintain the building (possibly contracting with NHCC for certain services)
- Employ other hourly support staff as/if needed for certain performances and events
- Carry its own insurance
- Contribute to a Facility Reserve Fund for major maintenance

#### The CITA Joint Powers would not:

- Produce or implement education programs (partners' responsibility)
- Employ faculty or pay for classroom expenses
- Own the building



## OPERATIONS

The CITA Project Partners are in the process of developing their program plans for the new facility. Broadly, activity at CITA is planned to be divided into four categories:

### 1. Higher Education Coursework, Performances, etc.

**Providers:** N. Hennepin Community College and Metro State University

**Utilization:** Largely weekdays during the academic year. Some weekend activity in specialized spaces, and evening performances

Higher education coursework is anticipated to expand by up to 25% from current levels over the first 5-10 years of CITA. This would be made up of both an expansion in coursework through the partnership between NHCC and Metro State and an increased number of sections offered in current courses. More than 25 performances or exhibits would be planned per year, to be produced by Theatre, Music, or Art programs. These programs anticipate serving 800-1000 students per year (FYE). Consistent with current practices, this coursework would occur mostly during weekday mornings and afternoons (largely M-Th), with certain courses or lab time occurring on weekday evenings.

### 2. Community Education Courses, Camps, Performances, Ensembles, etc.

**Providers:** City of Brooklyn Park, with potential participation from Regional Community Partners. See Appendix 6 for summary of possible programming by Regional Community Partners.

**Utilization:** Generally weekday evenings, weekends, and ‘out of school time’ (vacations and summer)

The City of Brooklyn Park is exploring partnerships with nearby cities and school districts for coordinated youth and adult recreational programming. These cities and school districts have formed an informal group of “Regional Community Partners” to identify opportunities and develop joint offerings.

Preliminary discussions have included the possibility of youth summer arts camps, an expansion of successful existing dance programming, studio art classes, rehearsals and performances for community music ensembles, year-round adult education programs, and after-school arts education for youth. The Regional Community Partnership will continue to develop programming plans as the project progresses.



### 3. CITA-led ticketed events

**Provider:** CITA Joint Powers management

**Utilization:** Approximately 30 days annually, scheduled around partner programming described above

Joint Powers partners will work together each year to build a mutually agreeable programming calendar for the two categories above. CITA management will be responsible for maximizing utilization outside these times through a combination of outside rentals (to arts groups, community groups, commercial users, etc. described below) and ticketed programming – for example a short series of music events, plays, lectures, or films brought in from outside Brooklyn Park to serve the community.

### 4. Outside rental users and ‘dark’ time

Remaining space would be made available for rental, with a priority for community arts and cultural groups. The current operating scale of local arts groups suggests a handful of rental users per year, though this is an important community amenity for CITA to provide. To support sustainable operations, the Center would need to allow for a minimum of 20-25 days of ‘dark’ time annually for maintenance, cleaning, days off, etc.

See Appendix 7 for a preliminary utilization outline.

## 6.0 FUNDING SOURCES

The Project Team developed funding strategies for the programming of the CITA (Operational Funding) and development of the facility (Capital Funding).

### OPERATIONAL FUNDING

**Expense Drivers** CITA's main expense drivers would be administrative staff and overhead and building operations costs such as utilities, insurance, and cleaning. The Center would be run by a full-time staff of three: a Director, Program Coordinator, and Production/Facilities Manager. Hourly staff would supplement these positions in supporting roles.

Because the majority of CITA programming would be put on by the Joint Powers partners, most program-related expenses such as instructors, supplies, equipment, etc., would not be carried on CITA's books. A small series of CITA-presented programs (4-6 events per year plus 1-3 outdoor events) could be put on by CITA; allowances for these expenses are included.

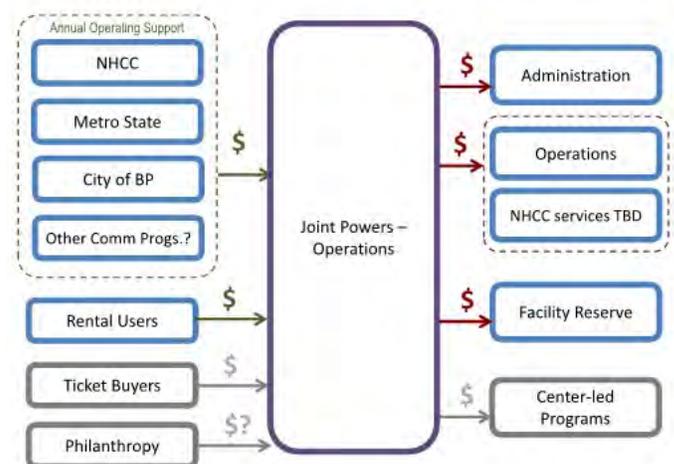
A \$400k annual contribution to a facilities reserve fund would be included in annual operating expenses. The Joint Powers would hold this interest-bearing fund separately from operating accounts, and its use would be restricted to major maintenance.

**Revenue Drivers** The CITA Joint Powers itself would have limited earned revenue streams – some space rental revenue from community users, the possibility of limited ticket sales from CITA programs, and/or some philanthropic contributions. The majority of needed operating support (about \$1.2m annually) would come from the Joint Powers partner entities, who would contribute to CITA's annual operations in order to guarantee use of the venues and a role in Center decision-making and governance.

The Project Team explored a variety of approaches to allocating operating support responsibility among the Joint Powers partner entities. Highly precise methods – such as attempting to count the annual hours of space use for dozens of spaces and programs, or the number of people-hours for programs ranging from college courses to community gatherings – may suggest accuracy but would be extremely difficult (and costly) in practice to implement and sustain. These approaches also drive a transactional view of Center decision-making, rather than the desired partnership approach. As such, the partners have agreed to pursue the

allocation of \$1.2m in operating support on the basis of each partner's approximate percent of overall utilization. This can be updated each year, gives partners leeway for change and experimentation, and keeps all partners interested in both maximizing CITA's earned revenue and minimizing the Center's 'dark time'. The allocation of annual operating support responsibility between the partners will be developed in parallel with their respective capital cost contributions as the project progresses.

With this model, and assuming sufficient support from the partner entities, CITA would carry a near break-even budget by year 3 of operations. Future changes in operating scale would be based on programming success or the discretion of the Joint Powers partners.



The Project Team has prepared a preliminary pro forma operating forecast for the proposed Center, assuming that general operations stabilize in the 3rd year after project opening. See Appendix 8 for detailed calculations. All values are in 2018 dollars.

REVENUE SUMMARY	
<b>Rental Revenue</b>	
Rental Revenue	\$ 5,500
Labor & Equipment Chargebacks (passthrough)	\$ 6,500
<b>CITA Program Revenue</b>	
Ticket Revenue	\$ 32,000
<b>Ancillary Revenue</b>	
Concessions	\$ -
Ticket Fees	\$ 17,500
<b>Operating Support</b>	
Partner Operating Contributions	\$ 800,000
Facility Reserve Fund	\$ 400,000
Philanthropic Support	\$ 20,000
<b>Total Revenues</b>	<b>\$ 1,281,500</b>
EXPENSE SUMMARY	
<b>Rental Expense</b>	
Labor & Equipment Chargebacks (passthrough)	\$ 6,500
<b>CITA Program Expense</b>	
CITA Program Expenses	\$ 33,500
<b>Administrative Expenses</b>	
Full Time Staff	\$ 231,000
Part Time Staff	\$ 15,000
Administrative Overhead	\$ 81,500
<b>Building Expenses</b>	
Operations Costs (e.g., utilities, services, insurance)	\$ 430,000
Facility Reserve Fund	\$ 400,000
<b>Expense Contingency</b>	<b>\$ 80,000</b>
<b>Total Expense</b>	<b>\$ 1,277,500</b>
<b>NET RESULT</b>	<b>\$ 4,000</b>

The Project Team also developed preliminary forecasts for years 1 through 5, to understand potential deficits in years 1 and 2 and the need for 'startup capital.' A 5-year summary is shown below. Note that because CITA's revenues are not tied directly to program development and sales, startup capital needs are limited. Program providers will likely need their own startup capital to fund expansions in programs.

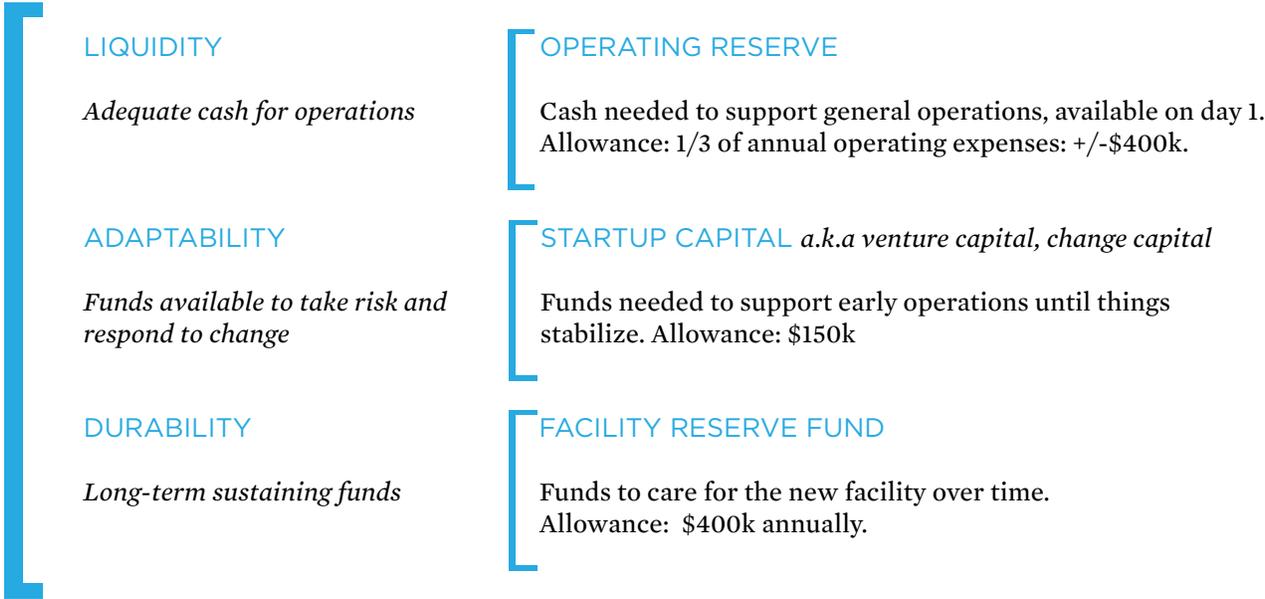
SUMMARY PRO FORMA	Y1	Y2	Y3	Y4	Y5
	opening year		stable year		
<b>REVENUE SUMMARY</b>					
Rental Revenue	\$ 3,000	\$ 6,000	\$ 12,000	\$ 12,000	\$ 12,000
CITA Program Revenue	\$ 8,000	\$ 16,000	\$ 32,000	\$ 32,000	\$ 32,000
Ancillary Revenue	\$ 4,375	\$ 8,750	\$ 17,500	\$ 17,500	\$ 17,500
Operating Support	\$ 810,000	\$ 815,000	\$ 820,000	\$ 820,000	\$ 820,000
Facility Reserve Fund	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
<b>Total Revenue</b>	<b>\$ 1,225,375</b>	<b>\$ 1,245,750</b>	<b>\$ 1,281,500</b>	<b>\$ 1,281,500</b>	<b>\$ 1,281,500</b>
<b>EXPENSE SUMMARY</b>					
Rental Expense	\$ 1,625	\$ 3,250	\$ 6,500	\$ 6,500	\$ 6,500
CITA Program Expense	\$ 10,050	\$ 20,100	\$ 33,500	\$ 33,500	\$ 33,500
Administrative Expenses	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500
Building Expenses	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000
	\$ 769,175	\$ 780,850	\$ 797,500	\$ 797,500	\$ 797,500
Expense Contingency	\$ 77,000	\$ 78,000	\$ 80,000	\$ 80,000	\$ 80,000
<b>Total Operating Expenses</b>	<b>\$ 846,175</b>	<b>\$ 858,850</b>	<b>\$ 877,500</b>	<b>\$ 877,500</b>	<b>\$ 877,500</b>
Net Operating Result	\$ 379,200	\$ 386,900	\$ 404,000	\$ 404,000	\$ 404,000
Facility Reserve Fund	\$ (400,000)	\$ (400,000)	\$ (400,000)	\$ (400,000)	\$ (400,000)
<b>NET RESULT</b>	<b>\$ (20,800)</b>	<b>\$ (13,100)</b>	<b>\$ 4,000</b>	<b>\$ 4,000</b>	<b>\$ 4,000</b>

CAPITAL STRUCTURE

Capital structure is how an organization organizes its finances in support of its long-term operations. A strong capital structure supports overall healthy capitalization, defined by Grantmakers in the Arts as having the resources to support the achievement of mission and goals over time. Healthy capitalization has three main components: Liquidity, Adaptability, and Durability.

Over the last 30 years, there has been a cultural-sector building boom in the United States, with billions of dollars invested in new cultural buildings. Often, these buildings were planned without setting aside funds to support sustainable operations, and many new buildings fell on hard times when they did not have adequate liquidity, adaptability, and durability.

As such, the Project Team recommends establishing three main funds:



<sup>1</sup> See <https://www.giarts.org/category/arts-funding/capitalization> for a variety of resources on capitalization for arts orgs.

<sup>2</sup> From: Nonprofit Finance Fund. Critical Steps Toward Capital Health in the Cultural Sector, 2014.

CAPITAL FUNDING

The Project Team researched construction costs and trends as well as funding strategies to deliver the sources and uses estimate below.

USES		SOURCES	
Design & PM	\$ 6,598,000	2020 Bond Request	\$ 6,600,000
Construction	\$ 51,584,000	2022 Bond Request	\$ 38,400,000
Soft Costs	\$ 10,559,000	Project Partner Contributions	\$ 10,000,000
Inflation allowance	\$ 16,001,000	Fundraising	\$ 29,742,000
<b>TOTAL USES</b>	<b>\$ 84,742,000</b>	<b>TOTAL SOURCES</b>	<b>\$ 84,742,000</b>

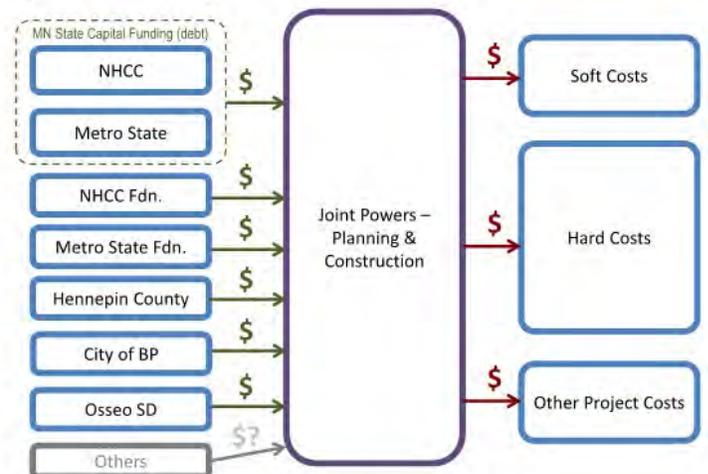
**2020 Bond Request:** The Project Team submitted a \$6.6 million request to Minnesota State Colleges and Universities for General Obligation Bonds for the project in November 2018. The \$6.6 million request would bring the project to the implementation phase and cover pre-design and project management expenses. There have been no previous requests for GO Bonds for the project.

**2022 Bond Request:** The Project Team held discussions with Minnesota State regarding a future \$38.4 million General Obligation bonding request. Although a request of this size is not frequently presented, there was optimism regarding the award due to the number of Project Partners, shared resources, and communities benefiting from the project.

**Project Partners:** The Project Team met with Project Partners individually to discuss Capital Funding contributions that would be attainable for each partner organization.

**Fundraising:** The Project Team assumes that there would be a need for private and corporate philanthropy partners to contribute to the Capital Funding. Proposed philanthropic partners include local, regional and national family and corporate foundations, national and local arts organization, local high net worth individuals and sponsorship opportunities. The Project Team strongly suggests hiring a Fundraising Consultant in the next phase of the project to build a philanthropic Capital Funding plan and confirm the feasibility of \$29.7 million fundraising goal.

The proposed capital funding structure is outlined below.



## 7.0 UNCERTAINTIES AND OPPORTUNITIES

The results of the Feasibility Study suggest that the CITA concept is viable. The biggest obstacle – finding an effective way for 5+ public entities to work together and in harmony – appears well on its way to being overcome with widespread consensus about a Joint Powers arrangement. Agreement about this structure is the biggest risk to project success. Of course, other risks and uncertainties remain, and should be addressed as project planning moves forward:

- **Availability of capital funding.** This ambitious project will require substantial capital funding to achieve. The long timeline and uncertainties around State funding processes, as well as the vagaries of private fundraising, will likely be the most material impact to project feasibility.
- **Agreement on space uses and operating support.** A near-term next step will be for each partner to flesh out its planned programming, so that space utilization can be mapped. The needed annual operating support of \$1.2m should be allocated among the partners based on a high-level assessment of total planned space use.
- **Reconciliation of operating support with partner program economics.** Along with the development of program plans, each partner should evaluate the economics of its own expansion to programming. These net results would not directly impact the CITA financial forecasts, but would clarify the cost/benefit of the new facility for each partner.

At the same time, the CITA project presents a number of exciting opportunities for the project partners and the communities they serve. These include, but are not limited to:

- Offering affordable, functional space for arts education programs for people of all ages
- Regional equity in investments in the art
- Serving a very diverse and lower income area of our region with arts education and learning
- Convening diverse communities for dialogue and community-building through the arts
- Providing spaces and programs that promote cross-disciplinary interests



- Offering a new breadth of educational pathways for area students
- Creating a new destination in the northwest metro area that will leverage transit expansion and add to the area's identity.

## 8.0 NEXT STEPS

The Predesign Submittal & Feasibility Study for the Center for Innovation and the Arts establish a foundation on which to move the project forward. However, some assumptions need to be verified before a schematic design phase can begin. One key issue yet to be addressed is the nature of the NHCC and Metro State visual arts programs and the programs will work together and what that means for the spatial program of the building as well as the business and activity plan for a sustainable institution. Below is a proposed schedule which outlines the next phase of programming work along with future design, construction and implementation phases.

### PHASE 0: ADDRESS KEY PROGRAMMING AND PARTNERSHIP QUESTIONS (NEXT 6-9 MONTHS)

#### Ownership agreement and structure

- Research Joint Powers Agreement and structure
- Draft framework for Joint Powers Agreement
- Think through how spatial program and activity profile will affect Joint Powers Agreement and business plan
- How much space is dedicated to specific partners only, such as faculty space? Do the partners share costs for all spaces, including dedicated, single-user spaces?
- How is long-term access to facility and space ensured?
- What portion of operating contribution can be covered with existing or projected program revenue?

#### Continue coordination of NHCC and Metro State arts program planning

- What coursework would take place at CITA?
- How would NHCC and Metro State coordinate offerings?
- What space uses are anticipated? For courses? For students? For staff? What time slots?
- What investment may be needed to expand programs?



#### Develop City of Brooklyn Park and Regional Community Partners program planning

- Current program inventory
- What programs exist today? What spaces are used?
- What courses are oversold? Which are duplicative?
- Imagining a Regional Community Partnership
- What program types should fall under a multi-city partnership?
- How might such a partnership be structured?
- What investment may be needed to expand programs?
- What would it take for program expansion to be sustainable?

#### Spatial Program confirmation

- The spatial program would be refined to reflect the results of the planning listed above.



## PHASE 1: SCHEMATIC DESIGN AND BUSINESS PLAN

### Schematic Design

- Confirm space requirements and goals
- Research jurisdictional regulations
- Preliminary cost estimations based on project size and complexity
- Produce drawings that illustrate basic concepts of the design

### Activity Profile & Business Plan

- Confirm framework for building utilization
- Hire fundraising consultant to develop fundraising strategy
- Define levels of operating support contributions (as correlated with building utilization)
- Issue public survey regarding program interest and project support
- Define activity model and business plan to reflect program decisions
- Affirm operating joint powers agreement framework

## PHASE 2: DESIGN DEVELOPMENT AND CONSTRUCTION MANAGEMENT

### Design Development

- Finalize design specifications; materials, window and door locations, structural details
- Produce detailed site plan including floor plans, elevations and section drawings

### Construction Management

- Hire Construction Manager

## PHASE 3: CONSTRUCTION DOCUMENTATION AND BIDDING

### Construction Documentation

- Produce full detail drawings for bidding and permitting

### Bidding

- Solicit bids from contractors

## PHASE 4: CONSTRUCTION AND BUSINESS PLAN UPDATE

### Construction

### Business/Operating Plan Update

- Execute Joint Powers Agreement
- 1st year program profile & space utilization
- Operating support
- Management & staffing plan
- Marketing plan

## PHASE 5: OPERATIONS START-UP

### Operations Start-up

- Hire management
- Develop marketing
- Begin approximately 9 months prior to opening

A preliminary schedule can be found in Appendix 9.



ko projects  
arts | culture | heritage | planning

HGA

## CENTER FOR INNOVATION & THE ARTS (CITA)

FEASIBILITY STUDY

NORTH HENNEPIN COMMUNITY COLLEGE, METROPOLITAN STATE  
UNIVERSITY, CITY OF BROOKLYN PARK | MAY 8, 2019

## APPENDICES

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February 22, 2017 Consensus Workshop Results

What are the elements we want to see in place at the North Hennepin Fine and Performing Arts Education Center that would attract and engage high school/college students and the local community and is a regional destination?

- 1 INSPIRATIONAL DESIGN WITH DYNAMIC TEACHING, CREATIVE, LEARNING SPACES**
- 2 INVITING AESTHETICS THAT ALLOW FOR DISTINCTIVE AND CONNECTIVE EXPERIENCES**
- 3 COMMUNITY-CENTERED EDUCATIONAL PROGRAMMING**
- 4 EQUITABLE ACCESS AND OPPORTUNITY FOR ALL**
- 5 FINANCIAL STABILITY THROUGH LEVERAGED PARTNERSHIPS**



**CITA Project Partners** \*Member of Feasibility Core Team

**North Hennepin Community College**

\*Barbara McDonald President

\*Stephen Kent VP Finance and Facilities

Jesse Mason Provost

Jan McFall Former Dean of Fine Arts, Language and Communication

Shirley Johnson Interim Dean of Fine Arts, Language and Communication

Will Agar Photography Faculty

David Mantini Music Faculty

Mike Ricci Theatre Faculty

Jason Schoch Graphic Design Faculty

Glenn Grafelman Ceramics/ Painting Faculty

Dan Bagaus Art Design Support

Heather MacLaughlin Music Faculty

**Metropolitan State University**

\*Ginny Arthur President

\*Tracy Hatch Chief Financial Officer

Amy Gort Provost and Vice President

Craig Hansen Dean of the College of Liberal Arts

Victoria Sadler Visual Arts Faculty

Gail Smogard Theatre Faculty

John Everett Theatre Faculty

**City of Brooklyn Park**

\*Jay Stroebel City Manager

\*Jody Yungers Recreation and Parks Director

\*Kim Berggren Director of Community Development

\*Erika Byrd Development Project Coordinator

**Hennepin County**

\*Elise Durbin Economic Development Project Coordinator

**Osseo Area Schools ISD 279**

\*Kate Maguire Former Superintendent

Kim Riesgraf Former Interim Superintendent

Patricia Magnuson Former Executive Director of Finance and Operations

\*Ron Meyer Executive Director of Finance and Operations

James Bauck Interim Superintendent

\*Patricia Magnuson Executive Director of Finance and Operations

Sarah Vernig District-Level Principal

**Consultant Team**

\*Paul Johnson NTH, Owners Representative

\*Emily Richardson NTH, Owners Representative

Justine Beran NTH, Owners Representative

\*Katie Oman KO Projects, Feasibility Planning

\*Roxanne Nelson HGA, Architectural Programming

Michael diBlasi Schuler Shook, Theatre Planning

\*Paul Neuhaus HGA, Design Lead

David Wilson HGA, Project Design

Joe Tarlizzo HGA, Cost Estimation

Jim Bradburn HGA, Mechanical, B3

Ben Gutierrez HGA, Electrical

Brad Kult HGA, AV, Telecomm

Kenny Horns HGA, Civil

Sarah Jorczak HGA, Structural

Tryg Hansen HGA, Landscape

The Feasibility Core Team met ten (10) times throughout the course of the study regarding programming, proposed operations, management and funding. In addition to the Project Partners, the Feasibility Core Team engaged outside stakeholders throughout the process. A list of stakeholders is below.

**Minnesota State**

Greg Ewig Senior System Director

Michelle Gerner Senior Planner

Brooklyn Park City, MN  
Geography: Place



Demographic Summary		2017	2022		
Population		82,734	87,124		
Households		28,235	29,588		
Median Household Income		\$65,572	\$71,569		
Median Net Worth		\$165,284			
Net Worth Index		177			
Educational Attainment		Number of Adults	Percent		
Bachelor's Degree		11,717	22.16%		
Graduate/Professional Degree		4,356	8.24%		
<b>Total</b>		<b>32,146</b>	<b>30%</b>		
Age	Total	2017	2017%	2022	2022%
	0-4	6,757	8.2%	7,085	8.13%
	5-9	6,431	7.8%	6,496	7.46%
	10-14	6,028	7.3%	6,278	7.21%
	15-19	5,241	6.3%	5,549	6.37%
	<b>Total &lt;20</b>		<b>29.6%</b>		
	20-24	5,400	6.5%	5,096	5.85%
	25-29	6,609	8.0%	6,303	7.23%
	30-34	6,717	8.1%	7,384	8.48%
	35-39	6,070	7.3%	6,931	7.96%
	40-44	5,245	6.3%	5,911	6.78%
	45-49	4,880	5.9%	4,897	5.62%
	50-54	5,043	6.1%	4,763	5.47%
	55-59	5,133	6.2%	4,813	5.52%
	60-64	4,487	5.4%	4,868	5.59%
	<b>Total &lt;65</b>		<b>59.9%</b>		
	65-69	3,414	4.1%	3,887	4.46%
	70-74	2,149	2.6%	2,854	3.28%
	75-79	1,370	1.7%	1,907	2.19%
	80-84	869	1.1%	1,078	1.24%
	85+	891	1.1%	1,024	1.18%
	<b>Total 65+</b>		<b>10.5%</b>		
Product/Consumer Behavior		Adults	Percent		MPI
<b>Performing Arts</b>					
Attended classical music/opera performance/12 mo		2,272	3.78%		94
Attended dance performance in last 12 months		2,798	4.65%		105
Went to live theater in last 12 months		7,967	13.24%		102
<b>Museum/Fine Arts</b>					
Went to museum in last 12 months		8,121	13.50%		109
Went to art gallery in last 12 months		4,452	7.40%		100
<b>Popular Music</b>					
Attended country music performance in last 12 mo		3,212	5.34%		91
Attended rock music performance in last 12 months		5,968	9.92%		106
<b>Arts Participation</b>					
Played musical instrument in last 12 months		3,697	6.15%		96
Did painting/drawing in last 12 months		3,818	6.35%		101
Danced/went dancing in last 12 months		4,802	7.98%		105

**Data note:** An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average. These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2017 and 2022.

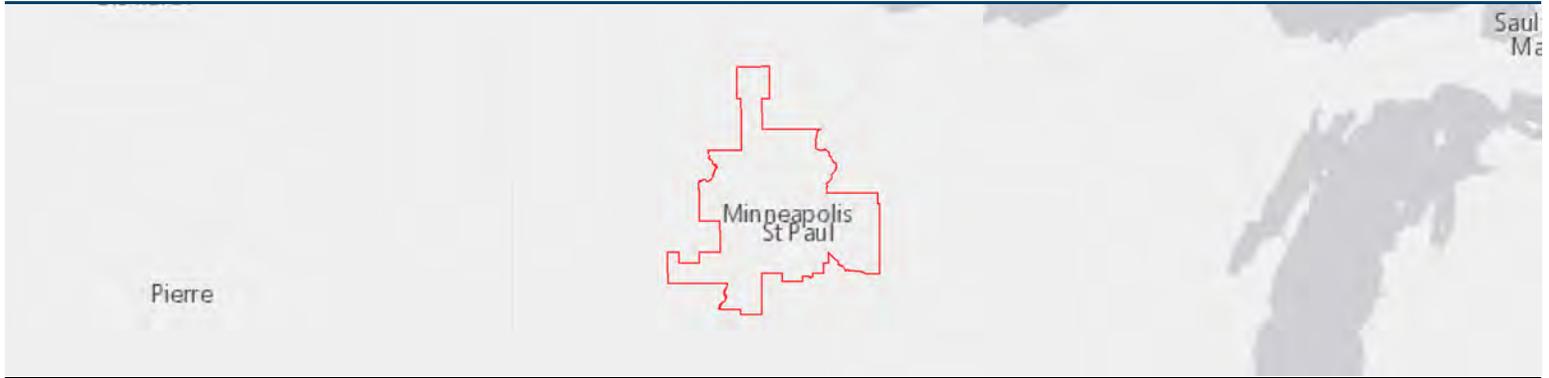
85th Ave N & W Broadway Ave, Minneapolis, Minnesota,



Demographic Summary		2017	2022		
Population		1,521,310	1,600,644		
Households		602,531	632,610		
Median Household Income		\$68,058	\$76,213		
Median Net Worth		\$144,980			
Net Worth Index		155			
Educational Attainment		Number of Adults	Percent		
Bachelor's Degree		285,449	27.73%		
Graduate/Professional Degree		158,726	15.42%		
	<b>Total</b>	<b>888,350</b>	<b>43%</b>		
Age		2017	2017%	2022	2022%
	0-4	93,779	6.2%	98,393	6.15%
	5-9	95,192	6.3%	95,167	5.95%
	10-14	94,688	6.2%	97,445	6.09%
	15-19	95,217	6.3%	99,112	6.19%
	<b>Total &lt;20</b>		<b>24.9%</b>		
	20-24	113,181	7.4%	110,932	6.93%
	25-29	118,555	7.8%	119,809	7.49%
	30-34	114,983	7.6%	122,286	7.64%
	35-39	105,704	7.0%	114,768	7.17%
	40-44	94,055	6.2%	105,865	6.61%
	45-49	95,025	6.3%	93,088	5.82%
	50-54	102,283	6.7%	96,028	6.00%
	55-59	102,992	6.8%	99,118	6.19%
	60-64	88,923	5.9%	97,411	6.09%
	<b>Total &lt;65</b>		<b>61.5%</b>		
	65-69	71,793	4.7%	83,065	5.19%
	70-74	49,570	3.3%	65,220	4.07%
	75-79	33,144	2.2%	44,741	2.80%
	80-84	23,504	1.5%	27,674	1.73%
	85+	28,721	1.9%	30,523	1.91%
	<b>Total 65+</b>		<b>13.6%</b>		
Product/Consumer Behavior		Adults	Percent		MPI
<b>Performing Arts</b>					
	Attended classical music/opera performance/12 mo	56,041	4.74%		119
	Attended dance performance in last 12 months	61,350	5.19%		117
	Went to live theater in last 12 months	179,860	15.21%		117
<b>Museum/Fine Arts</b>					
	Went to museum in last 12 months	178,149	15.06%		122
	Went to art gallery in last 12 months	107,531	9.09%		123
<b>Popular Music</b>					
	Attended country music performance in last 12 mo	73,095	6.18%		105
	Attended rock music performance in last 12 months	136,990	11.58%		124
<b>Arts Participation</b>					
	Played musical instrument in last 12 months	83,324	7.04%		110
	Did painting/drawing in last 12 months	83,339	7.05%		112
	Danced/went dancing in last 12 months	100,884	8.53%		112

**Data note:** An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average. These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2017 and 2022.

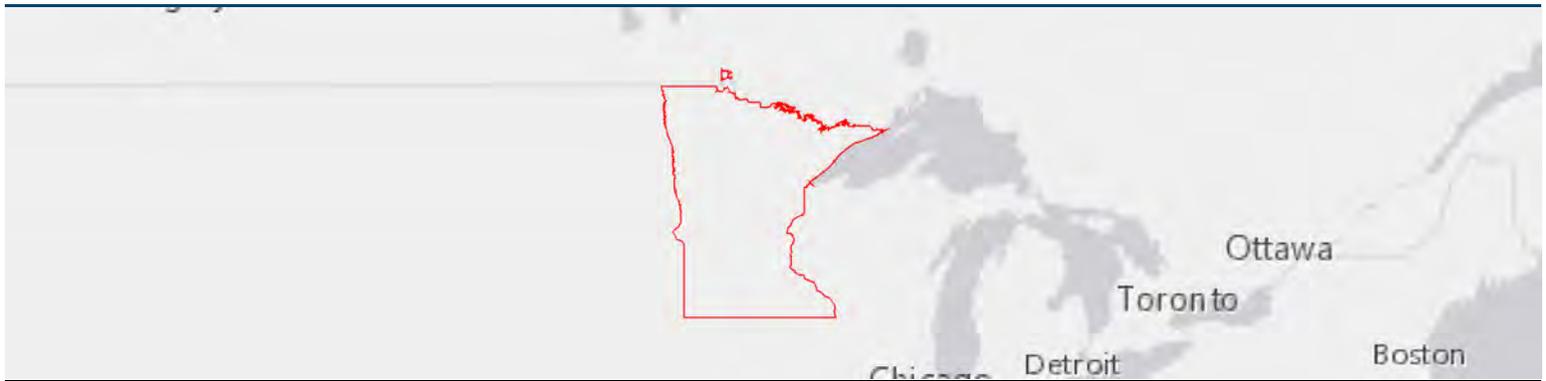
Minneapolis-St. Paul-Bloomington, MN-WI Metropolitan  
Geography: Metropolitan Area (CBSA)



Demographic Summary		2017	2022		
Population		3,594,153	3,773,242		
Households		1,389,393	1,456,116		
Median Household Income		\$71,794	\$79,154		
Median Net Worth		\$170,968			
Net Worth Index		183			
Educational Attainment		Number of Adults	Percent		
Bachelor's Degree		645,621	26.65%		
Graduate/Professional Degree		345,531	14.26%		
<b>Total</b>		<b>1,982,304</b>	<b>41%</b>		
Age	Total	2017	2017%	2022	2022%
	0-4	226,701	6.3%	236,874	6.28%
	5-9	236,834	6.6%	236,372	6.26%
	10-14	240,316	6.7%	246,849	6.54%
	15-19	228,395	6.4%	238,676	6.33%
	<b>Total &lt;20</b>		<b>25.9%</b>		
	20-24	239,531	6.7%	230,429	6.11%
	25-29	254,712	7.1%	257,392	6.82%
	30-34	255,739	7.1%	274,731	7.28%
	35-39	248,111	6.9%	268,052	7.10%
	40-44	229,130	6.4%	254,492	6.74%
	45-49	234,858	6.5%	226,681	6.01%
	50-54	252,690	7.0%	234,561	6.22%
	55-59	251,328	7.0%	242,017	6.41%
	60-64	213,273	5.9%	236,176	6.26%
	<b>Total &lt;65</b>		<b>60.6%</b>		
	65-69	170,618	4.8%	199,137	5.28%
	70-74	117,270	3.3%	154,928	4.11%
	75-79	77,147	2.2%	104,710	2.78%
	80-84	53,363	1.5%	63,566	1.68%
	85+	64,137	1.8%	67,599	1.79%
	<b>Total 65+</b>		<b>13.4%</b>		
Product/Consumer Behavior		Adults	Percent		MPI
<b>Performing Arts</b>					
Attended classical music/opera performance/12 mo		120,156	4.36%		109
Attended dance performance in last 12 months		131,906	4.79%		108
Went to live theater in last 12 months		407,792	14.81%		114
<b>Museum/Fine Arts</b>					
Went to museum in last 12 months		402,620	14.63%		119
Went to art gallery in last 12 months		232,305	8.44%		114
<b>Popular Music</b>					
Attended country music performance in last 12 mo		175,932	6.39%		109
Attended rock music performance in last 12 months		309,133	11.23%		120
<b>Arts Participation</b>					
Played musical instrument in last 12 months		188,991	6.87%		107
Did painting/drawing in last 12 months		186,556	6.78%		108
Danced/went dancing in last 12 months		223,094	8.10%		106

**Data note:** An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average. These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2017 and 2022.

Minnesota  
Geography: State



<b>Demographic Summary</b>		<b>2017</b>	<b>2022</b>		
Population		5,604,047	5,821,336		
Households		2,197,860	2,279,083		
Median Household Income		\$63,470	\$71,939		
Median Net Worth		\$156,192			
Net Worth Index		167			
<b>Educational Attainment</b>		<b>Number of Adults</b>	<b>Percent</b>		
Bachelor's Degree		876,557	23.04%		
Graduate/Professional Degree		458,874	12.06%		
	<b>Total</b>	<b>2,670,862</b>	<b>35%</b>		
<b>Age</b>		<b>2017</b>	<b>2017%</b>	<b>2022</b>	<b>2022%</b>
	0-4	344,852	6.2%	355,317	6.10%
	5-9	358,185	6.4%	357,695	6.14%
	10-14	361,357	6.5%	374,670	6.44%
	15-19	356,337	6.4%	371,991	6.39%
		<b>Total &lt;20</b>	<b>25.4%</b>		
	20-24	379,349	6.8%	358,154	6.15%
	25-29	379,676	6.8%	372,138	6.39%
	30-34	376,589	6.7%	400,285	6.88%
	35-39	361,923	6.5%	390,712	6.71%
	40-44	335,111	6.0%	371,865	6.39%
	45-49	349,852	6.2%	334,935	5.75%
	50-54	387,477	6.9%	352,502	6.06%
	55-59	399,164	7.1%	375,976	6.46%
	60-64	350,412	6.3%	380,720	6.54%
		<b>Total &lt;65</b>	<b>59.2%</b>		
	65-69	289,491	5.2%	332,929	5.72%
	70-74	207,614	3.7%	264,295	4.54%
	75-79	142,334	2.5%	184,392	3.17%
	80-84	100,848	1.8%	116,276	2.00%
	85+	123,476	2.2%	126,484	2.17%
		<b>Total 65+</b>	<b>15.4%</b>		
<b>Product/Consumer Behavior</b>		<b>Adults</b>	<b>Percent</b>	<b>MPI</b>	
<b>Performing Arts</b>					
	Attended classical music/opera performance/12 mo	176,472	4.07%	102	
	Attended dance performance in last 12 months	197,791	4.57%	103	
	Went to live theater in last 12 months	603,550	13.93%	107	
<b>Museum/Fine Arts</b>					
	Went to museum in last 12 months	572,650	13.22%	107	
	Went to art gallery in last 12 months	335,408	7.74%	104	
<b>Popular Music</b>					
	Attended country music performance in last 12 mo	286,949	6.62%	113	
	Attended rock music performance in last 12 months	442,474	10.21%	109	
<b>Arts Participation</b>					
	Played musical instrument in last 12 months	291,220	6.72%	105	
	Did painting/drawing in last 12 months	287,693	6.64%	106	
	Danced/went dancing in last 12 months	325,277	7.51%	98	

**Data note:** An MPI (Market Potential Index) measures the relative likelihood of the adults or households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average. These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK MRI in a nationally representative survey of U.S. households. Esri forecasts for 2017 and 2022.

## Community Engagement Notes

### January 24, 2019 Brooklyn Park Community Assembly @ Brooklyn Park City Hall

The Center for Innovation and the Arts (CITA) was a part of the agenda for this Community Assembly event. Despite challenging winter weather, there was a good crowd in attendance. The project was introduced to the group and there was opportunity for dialogue and discussion.

Erika Byrd presented an overview of the Center for Innovation and the Arts (CITA) project.

Roxanne Nelson review the predesign for the project, including site plan, floor plans and imagery.

Approximately 50 people were in attendance. The room was arranged in groups and each group was to discuss:

1. What does this project need to have to be successful for YOU?
2. How can this facility reflect what is unique about this place and community?

The following are a summary of the responses from each of the groups:

#### Table 1

- Open to everyone
- Welcoming environment
- Events open to the community
- Coffee shop/snack shop
- Destination
- Able to host events and have community space (weddings, gatherings)
- Brooklyn park artist participate in the gallery shows.
- Outdoor sculpture
- Transportation resources. Transportation to the space that is available to everyone (not just LRT line or bus line, think about diff populations)
- Classes with different forms of art offered
- Career and jobs – for all

#### Table 2

- Touring shows/exhibits
- Accessible to other schools/students not just STEAM HS - ie. birch grove elementary
- Unique, nationally recognized

- Incubator for local talent
- Host multiple events
- Spur other development and Increase tax base
- “Cultural anchor for new downtown”
- Highlight area’s diversity

### Table 3

- Accessible. Community to be able to host/throw performances that are non-formal
- Programming and fees promote accessibility/equity
- Direct benefit to BP residents- Scholarships, training, classes, and other benefits to residents
- Life-long learning classes/programming for seniors
- Programming that is inclusive of retired license residents
- The people that have skills in community can and should be involved
- Funding should be sought from the businesses along 610 & those that have received city subsidies
- Celebrate multicultural holiday and arts
- Focus Diversity
- “go beyond potatoes”
- Local vendors in construction and operations
- Design to incorporate river
- Accessibility in transportation and parking. Think about connections and all modes – ie. biking, walking, trails
- Noise considerations

### **February 8, 2019 North Hennepin Community College Faculty and Student Open House @ North Hennepin Community College**

This open house was two separate meeting, one for faculty and one for students. The faculty session is a part of ongoing discussions with users and faculty to develop the project program and design. This meeting provided an opportunity for an update on the process and status of the predesign. The student open house provided the first opportunity for students to learn about the project and give input.

Two engagement sessions were held at North Hennepin Community College on February 8, 2019. The goal of the session was to share project information with faculty and students, as well as get feedback related to the project.

The initial session was with NHCC faculty from 9-10:30 am. Dr. Barbara McDonald gave a quick overview of the process at the beginning. The second session was from 11-noon and included students, as well as some faculty.

The following is a list of attendees that signed in on sign-up sheet. Please note, there were additional attendees that did not sign up.

Faculty Meeting:

Shirley Johnson  
Sara Van Asten  
Ryan LaBoy  
Glenn Grafelman  
Bruce Lebus  
Mike Ricci  
Cheryl Clausen  
Heather MacLaughlin  
Thomas Allan Stael

Student Meeting:

Karina Solis Gonzales  
Allie Levanclosk  
Starr Nguyen  
Kathy Hendrickson  
Mayra Rodriguez  
Armando Morales  
Michael McDaniel  
Sergio Nunez

Faculty Meeting Input (response in parentheses):

1. Interest in how the name was determined. Question about “innovation” in the title. Is this about innovation (broad sense) or “innovation in the arts”? Would like to have that clearly defined.
2. Partnership- How much control will NHCC have over the space? Concern that NHCC will lose their identity in a share space, or not have the access to facilities that they need. (Currently, NHCC’s needs are driving the program. The city’s use of the building is flexible, when the building is not scheduled for NHCC or Metro State.)
3. Concern that NHCC’s arts programs/offerings are not currently aligned with Metro State’s. How will this work?
4. Educational mission- this needs to remain the focus of the project.

5. This is the opportunity for the community and broader audience to be exposed to NHCC and bring it to the next level.
6. Choral room- they are doing less and less set-up for symphonic. They want full flexibility and no fixed risers.
7. Faculty- concern about sound isolation between offices/studios, as well as classrooms. There is currently an issue of not being able to use adjoining spaces because of sound bleed. (Spaces in new building will be designed with adequate sound isolation.)
8. Concern over open office space versus private offices for faculty. A petition has been signed and no faculty supports open workstations. Rational for private offices includes:
  - a. Need for private conversations with students
  - b. Academics need space for their books/private libraries
  - c. Concern about lack of productivity when not in offices. Have studies to show this.
  - d. Where has this been done before successfully?

(Much more conversation will need to occur regarding faculty workspaces and amount of flexibility and openness versus enclosed)

9. Public space—having art and videos/projections on the wall could add life to the building and create a draw.
10. Typical classrooms- What spaces will be used for basic classroom instruction? Concern about not having enough of these types of spaces and having to go to the NHCC main campus. (We programmed this building to include the unique spaces not already available on the NHCC campus. The utilization factor of the main campus did not warrant adding additional standard classrooms to this new building)
11. Music department has expensive equipment and needs climate control. (Yes, having stable temperature and humidity control is a requirement for spaces that house pianos and wood instruments).
12. Will there be an outdoor performance space? Concern about proximity of light rail and noise from that. (Plaza has yet to be programmed and planned, but will be an active space)
13. Any physical connection with the library? (No, plaza and parking will serve both buildings, but no physical link is planned)
14. Like the idea of a coffee shop in this building. Should it be even more--- a place to grab a sandwich or meal before a show in the evening? Should there be a place for food trucks to be by the building? How big is the kitchen? (Currently there is a catering kitchen but adding cook capabilities could be considered. Offering cooking classes might be a nice draw).
15. Faculty got late notice on this meeting and haven't heard much about the project. There is some nervousness that decisions will be made without their input. (The process will allow significant time for user input when the project receives design funding from the state).

16. Concern about the FAC being torn down and there are no plans for the non-arts functions that are currently housed in FAC. Where will these people and functions go?

Student Meeting Input (response in parentheses):

1. What is happening to existing FAC? (demolished) What will go in its place (Future building site, but only grass/groundcover in the short-term)
2. Concern about having the arts magnet school connected to this building. Although PSEO students now attend NHCC, they are more spread out, this would be a concentrate group of younger kids. What will the rules around this be?
3. Some concern about losing NHCC's unique, strong identity by having it be a part of a combined facility. How can NHCC's personality shine through.
4. Metro State—not a ton of NHCC students end up going there. How will these programs work together?
5. Dance studio will be very busy.
6. Concern about where theatre classes will be taught. They need up to 3 rooms at a time and rooms should not have any furniture. (Dance studio, black box would accommodate 2 classes at a time. More work will need to be done regarding scheduling and use of this building).
7. Active classrooms- will they have computers? How flexible will they be?
8. Overall, excitement about the project and anxious to hear more details.

**1. March 7, 2019 Maple Grove Community Session @ Maple Grove City Hall**

This event in Maple Grove provided the opportunities for project visibility to an adjoining community and input from potential users and partners. The attendees included Maple Grove leaders, members of arts organizations and interested citizens.

Dr. Barbara McDonald gave a high-level view of the project, partners and funding. Erika Byrd presented an overview. Roxanne Nelson reviewed the components of the building program. Paul Neuhaus presented the predesign site plan, building floor plans and imagery.

The following are a summary of the questions and comments on the project:

- How do non-profit and community arts fit into this?
- This is located in Brooklyn Park there because of interest in community access to arts and arts space. Demand for that in community. Council is being asked about such things
- Communities are better together. We can't succeed if people are not showing up. Need to build and promote arts programming together
- Where are the gaps, what shouldn't we be trying to do? That is important as well.
- Question/concern about traffic and crossing from light rail. Also access to site is at the back.

- Challenge that LRT stop at 85<sup>th</sup> is not a park and ride. NHCC and library will have to monitor and analyze the situation to see if additional parking is needed. The NHCC master plan showed structured parking in the lot for library and arts center.
- Question about Is there room for a pit/performers in the performance space? Answer: Details of performance space still need to be defined and worked out. You could have an orchestra, performers, and 375 in audience.
- Only one art gallery- are there are more ways to display art at the venue? Yes, all the corridors and space to hang art
- Heating and cooling – are you looking at Geothermal? Yes, geothermal and solar were identified as options in predesign, will have to be worked out in the design process.
- Do we force a third party overseeing this? Barbara explains the joint powers approach to planning, operating and maintaining the facility.
- How did we come to the size of the building? Did you base it on what is in the region? Answer: We started with an ideal wish list, but to make this a do-able project, we needed to compromise and reduce sizes.
- Be aware that HS has larger capacity theater already
- What is contingency if we are not successful with Bond this year? Dr. McDonald mentioned that the partners are discussing strategies to keep project going forward with design, to maintain schedule and construction ask from state for 2022.
- Does it need to generate revenue? Often performing arts centers have aspirations of being net revenue positive, but the reality is they need ongoing funding in addition to revenue generated by the facility. In addition, with this building being an educational focus (NHCC and Metro State University), there will be multiple sources for operating. KO Projects has worked on the feasibility plan, which includes operational planning.
- Will there be access for the community groups? Could there be access in the evening or weekends? Concern is when would there be time. Older population prefers daytime. Answer- The current plans are priority of space use will go to NHCC and Metro State University. The majority of their needs are during the day and during the typical school year. The City of Brooklyn Park will work around the educational needs and use evenings, weekends and summer time.
- Concern about access for theatre groups with example given regarding church-use of Maples Grove high school spaces (black box). Costly for theater group to rent space because they don't meet the requirements for lower cost
- Include the community in figuring out how to have art gallery space – Ames was not successful because they did not include the public the design/programming initially

- How are we going to draw people from Maple Grove to Brooklyn Park? What is going to be there help draw people in terms of events and programming? How is this marketed will be important
- Many arts centers are more focused – are you worried about finding users? Benefit to CITA project is that there are built-in users with NHCC and Metro State.

## PUBLIC SPACES

No.	Public Spaces	Proposed SF	Seats	Notes
	<b>Lobby</b>			
101	Lobby	3,150		7 sf per person (sized for 450)
102	Ticketing/Box Office	150		
103	Venue Management Office	120		
104	Venue Management Workspace	220		open office
105	Lobby Storage	300		
106	Collaboration Space/ Informal Learning	700		1 sf per teaching seat, 3-4 locations throughout facility
	<b>Audience Support</b>			
111	Coat Room	150		
112	Restrooms	900		20 fixtures
113	Concessions	shared		share with Coffee 131
114	Concession Storage	shared		share with Coffee Storage 132
115	Events Support Kitchenette	220		
	<b>Art Gallery</b>			
121	Art Gallery- Main	900		
122	Art Gallery- Secondary	0		Additional display space in corridors and lobby
123	Art Gallery Workroom	200		Framing, repair
124	Art Gallery Storage	200		Pedestal, frame storage, NHCC art collection storage
	<b>Coffee Counter</b>			
131	Coffee Prep Area	160		
132	Coffee Storage	120		
133	Seating	share		Within lobby
				Assume lobby will be used for: 1. Performance pre & post function 2. Lounge space for students 3. Event space (revenue generating)
	<b>Public Spaces Total</b>	<b>7,490</b>		

## PERFORMANCE SPACES

No.	Performance Spaces	Proposed SF	Seats	Notes
	<b>Large Performance Studio</b>	<b>ASF</b>		Accommodates music, theatre, dance, film, speakers
201	Flexible Performance Studio	5,520	252	Multiple Entries, accessibility to front, middle, back
202	Stage	incl.		
203	Gallery Level	1,830	128	
204	Sound & Light Locks (SLL) - Audience	440		4 @ 110 sf
205	Control Booth	300		
206	Sound Mix Position	incl		In audience chamber
207	Projection/Followspot	180		
	<b>Back of House</b>			
221	Back of Stage/Sound Locks/cross-over	circulation		Access behind stage
222	Piano Storage	120		9' grand in secure, humidity-controlled environment
223	Chair & Music Stand storage	200		
224	Riser and Shell Storage	300		
225	Audio Rack/Amp Room/SVC	100		
226	Dimmer Room	100		
	<b>Medium Theatre Studio</b>			
241	Medium Theatre Studio/ Black Box	2000	120	Moveable seating, catwalks
242	Sound & Light Locks (SLL)	240		Access from all sides
243	Storage	200		Flexible seating risers
244	Tech Booth/Control	150		
245	Dimmer Room	100		
	<b>Small Performance Space</b>			
251	Seating and stage platform	0		See Music 304- rehearsal will double as a recital space
	<b>Outdoor Performance Space</b>			
261	Outdoor Storage	250		
	Note: Additional performance could happen in Dance Studio, Rehearsal Rooms and Lobby			
	<b>Performance Spaces Total</b>	<b>12,030</b>	<b>seats 500</b>	

## MUSIC

No.		Proposed SF	Seats	Notes
300	<b>Music Spaces</b>			
	<b>Music Rehearsal</b>	<b>ASF</b>		
301	Large Rehearsal	2,300	70	Max 70 seated musicians, orchestra, band
302	Large Rehearsal- Sound Locks	140		
303	Large Rehearsal- Storage	300		Percussion, stands
304	Medium Rehearsal	1,600	60	Up to 60 choral- double as recital
305	Medium Rehearsal - Sound Locks	140		
306	Medium Rehearsal - Storage	250		Choral riser storage
	<b>Practice Rooms</b>			
311	Piano/Chamber Practice	240	6	Piano, small ensemble
312	Faculty Lesson Studio	200		Double Grand pianos
313	Faculty Lesson Studio	200		Double Grand pianos
314	Faculty Lesson Studio	125		Grand piano
315	Faculty Lesson Studio	125		Upright
316	Practice Room- large	100		Upright
317	Practice Room- large	100		Upright
318	Practice Room- standard	75		Upright
319	Practice Room- standard	75		Upright
320	Practice Room- standard	75		Upright
	<b>Classrooms, Labs, Support</b>			
331	Piano Keyboard Lab	980	16	16 stations
332	Music Classroom	0		Could be shared space
333	Recording Studio- suite	850	0	Recording studio, control room, recording booths
334	Instrument Repair	0		Space not needed, but provide access to sink
335	Instrument Lockers	300		In corridors
336	Music Library	335		Compact storage
	<b>Faculty &amp; Administration</b>			
341	Admin Assistant/ Reception	200		
342	Shared faculty workspace for 12	600		Current 6 faculty offices, 3 shared offices
343	Conference Room	200		
352	Workroom/ files	200		
	<b>Music Spaces Total</b>	<b>9,710</b>	seats <b>152</b>	

## THEATER &amp; DANCE

No.		Proposed SF	Seats	Notes
400	<b>Theatre &amp; Dance Spaces</b>			
	<b>Performance Spaces</b>	<b>ASF</b>		
	Large Performance Studio			See Performance 200
	Medium Theatre Studio			See Performance 200
	<b>Performer Support</b>			
401	Performer's Lounge (Green Room)	400		Shared between performance spaces
402	Dressing Room A- small	160		3 people, sink
403	Dressing Room B- small	160		3 people, sink
404	Dressing Room C- medium	425		10 people, 2 sinks
405	Dressing Room D- medium	775	16	18 people, 2 sinks, used for Make-up Classes
406	Shower Rooms (2)	100		
	<b>Theater Lab Spaces</b>			
411	Workshop (scene shop, sculpture)	1,800	16	Include tool and paint room, shared space
413	Scenery/Props Storage	500		Limited storage on-site
414	Costume Shop	0	0	Shared with Visual Arts studios, Costume Storage
415	Laundry	100		
416	Dressing Area	80		
417	Costume Storage	360		Limited storage on-site, leverage height of room
	<b>Movement/ Dance Studios</b>			
421	Movement Studio 1	2,400	28	Sprung floor, 15' min height, mirrors
422	Storage	120		
423	Sound & Light Locks	100		
424	Cubbies	150		Use Dressing Rooms for changing
	<b>Faculty/Administrative</b>			
431	Reception	200		
432	Shared Faculty Office Space for 8	400		
433	Conference Room	200		
438	Workroom/ Files	200		
439	Script Library	120		
				2 Metro State faculty offices 1 Metro State shared 5 Faculty at NHCC
	<b>Theatre &amp; Dance Spaces Total</b>	<b>8,750</b>	<b>60</b> seats	

## VISUAL ARTS

No.	Visual Arts Spaces	Proposed SF	Seats	Notes
	<b>Gallery</b>	<b>ASF</b>		
501	Art Gallery	0		See Public Space 121
502	Gallery Support/Storage	0		In Public Space 100
	<b>Visual Arts Studios</b>			
511	Studio A	1,800	28	Painting, Drawing
512	Studio A Support Space	250		Storage, support for additional functions
513	Model changing room	80		
514	Studio B	1,600		Photography, Printmaking
515	Studio B Support Space	250		Storage, support for additional functions
516	Studio C	1,800		Ceramics suite, including glazing, clay storage, etc.
517	Studio C Support Space	500		Kilns
518	Studio D	1,200		Digital Maker Space, Graphic Design
519	Studio D Support Space	250		Storage, support for additional functions
	Sculpture: See Visual Arts 411 Workshop			
	Graphic Design Computer Lab: See Shared Active Learning Classroom 601			
	<b>Shared Resources</b>			
520	Spray Booth	80		
521	Matting Room	shared		share with Art Gallery Workroom 123
	<b>Faculty/Administrative</b>			
541	Reception	200		
542	Shared Faculty Office Space for 15	800		
543	Conference Room	200		
544	Workroom/ Files	200		
			seats	
	<b>Visual Arts Spaces Total</b>	<b>9,210</b>	<b>28</b>	

SHARED SPACES

No.	Shared Spaces	Proposed SF	Teaching Seats	Notes
	<b>Classrooms</b>	<b>ASF</b>		
601	Active Learning Classroom/ Computers	1200	30	Computers, monitors throughout room, Graphic Design
602	Active Learning Classroom/ Computers	1200	30	
	<b>Administration</b>			
611	Conference Room for 10	280		
612	Deans Office	140		
613	Administrative/ waiting area	180		2 workstations
	<b>Loading/ Receiving</b>			
621	Receiving	400		
622	Recycling Space	160		
623	Storage	250		
<b>Shared Spaces Total</b>		<b>3810</b>	<b>60</b>	



## NON-ASSIGNABLE SPACE

No.	Non-assignable	Proposed	NOTES
	<b>Circulation</b>		
901	Entry Vestibules	TBD	
902	Corridors	TBD	
903	Stairs	TBD	
904	Elevator(s)	TBD	
905	Lift(s)	TBD	
906	Elevator Equipment Room	TBD	
	<b>Building Services</b>		
911	Basement Space		
912	General Building Storage	TBD	
913	Janitor/Custodial Closets - Distributed	TBD	
914	Toilet Room - Men	TBD	
915	Toilet Room - Unisex/ADA	TBD	
916	Toilet Room - Women	TBD	
917	Trash Room	TBD	
	<b>Mechanical &amp; Electrical</b>		
931	Mechanical Main	TBD	
932	Mechanical Other	TBD	
933	Electrical Room Main	TBD	
934	Electrical Room Other	TBD	
935	Fire Command Center	TBD	
936	Telecom - Main (MDF)	TBD	
937	Telecom - Distributed (IDF)	TBD	
938	Fire pump/water service Room	TBD	
939	Mechanical Plenums/Chases	TBD	
	<b>Exterior Spaces</b>		
951	Trash Collection @ Service Door	Not SF	
952	Recycling Collection @ Service Door	Not SF	
953	Loading	Not SF	
954	Exterior Terraces/Porches/Courtyards	Not SF	
955	Drop-off	Not SF	
956	Bicycle Parking	Not SF	
	<b>Spaces Total</b>	TBD	

# LOBBY

## SPACE INFORMATION

Space number: 11-115, 131-133

Space Name: Lobby, Box Office, Venue Management Offices, Lobby Storage, Coat Room, Restrooms, Events Support Kitchenette, Coffee Prep Area and Coffee Storage

Proposed Size (NSF): Lobby 3150 SF

Occupants per Room: Lobby is sized to accommodate 450 people for pre and post-function, and 210 people at tables for an events.

Function: The Lobby serves a critical function of accommodating and serving the audience before and after performances and during intermission. The Lobby should be intuitively located and easy to find with signage, lighting and entry doors. Audience support functions of Box Office, Coat Room and Restrooms should be readily accessible and easy to find from lobby. In addition to supporting the performance space, the lobby should provide student gathering space with soft seating arrangement, as well as function as an event space for both standing and seated events. Infrastructure to support informal performances or a speaker should be planned for. Critical Adjacencies: Galleries adjacent to each other; Lobby, Gallery support spaces and clear path to receiving area.

Critical Adjacencies: Lobby should serve the Art Gallery, Large Performance Studio, Black Box Studio and Music Rehearsal/Recital. Easy Events Support Kitchenette and Receiving Area to support events. Critical Dimensions: Space should be rectangular with 15' to underside of structure.

Critical Dimensions: Plan for crowd movement through space and to second level. Some double height space should be provided to accommodate hanging works of art.

## SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: exposed painted structure and painted gypsum board
  - Walls: painted gypsum board with some wood panel accent areas
  - Floor: sealed polished concrete or terrazzo
- Artificial Lighting: dimmable LED lighting with general room lighting and some accent track lighting for artwork.
- Natural Daylight: Large expanses of glass with consideration for light control (shading devices or electronic shades)
- HVAC: building standard
- Plumbing: kitchen sinks in Events Support Kitchenette, Coffee Prep Area
- Electrical: building standard, outlets in Kitchenette to support catering.
- Technology: data and projection capabilities, monitors throughout lobby and building corridors
- Acoustics: absorption at deck and or wall panels in Lobby
- FF&E: Lounge seating, benches, rugs, table and chairs for coffee area, equipment for coffee bar, food case, register, box office computers, chairs, file cabinets, workstations, chairs and files for venue management offices, movable coat racks for coat room



UNIVERSITY OF WYOMING



NAPA VALLEY PERFORMING ARTS CENTER

# ART GALLERY

## SPACE INFORMATION

Space number: 121, 122

Space Name: Main Art Gallery; Secondary Art Gallery (corridors are to be used for additional gallery space)

Proposed Size (NSF): 900SF

Occupants per Room: 49 max

Function: The Main Art Gallery is a flexible space for the display of visual works of art. Displays can range from student and faculty work to curated shows from the community or traveling shows. Walls, floors, ceiling structure should all accommodate pieces of art, including projection or technology-based installations. Corridor and lobby walls throughout the building will function as secondary gallery space.

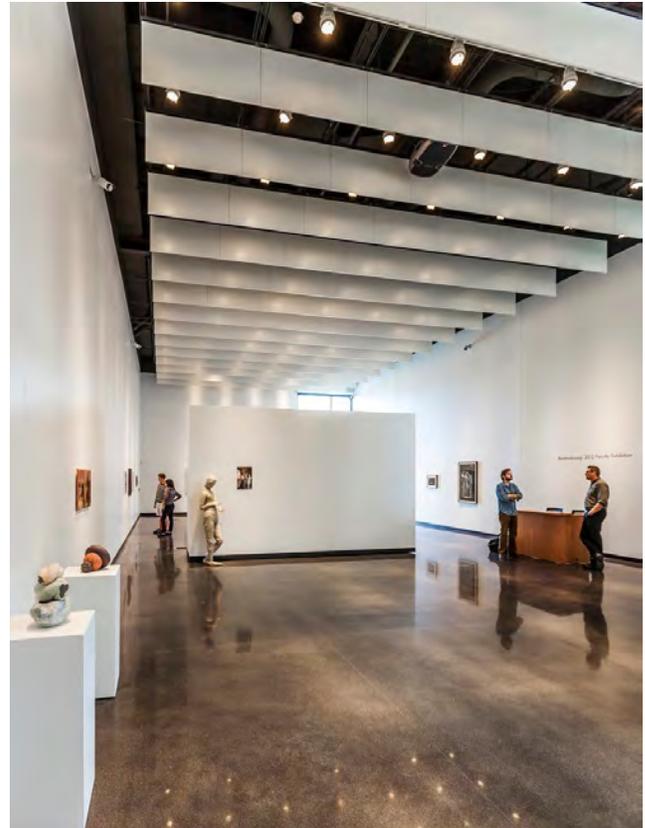
Critical Adjacencies: Main Art Gallery should be located adjacent to the Lobby and Gallery Workroom. Art Gallery Storage should be easily accessible. There should be a clear path to the Receiving Area.

Critical Dimensions: Space to be rectangular with 15' to underside of structure. 6' wide x 10' high opening to the space.

## SYSTEMS AND FINISHES

- Finishes: neutral to avoid competing with artwork.
  - Ceiling: exposed painted structure
  - Walls: painted gypsum board with plywood backer
  - Floor: sealed polished concrete
- Artificial Lighting: dimmable LED lighting with general room lighting and adjustable track lighting.
- Natural Daylight: Limited, full control with black-out shades
- HVAC: temperature and humidity controlled
- Plumbing: sink in adjacent workroom
- Electrical: concealed in base of wall and drop from ceiling
- Technology: data and projection capabilities
- Acoustics: absorption at deck
- FF&E: moveable desk, chair and computer for student worker, moveable white art pedestals,

monitor at lobby to advertise current and upcoming shows



# LARGE PERFORMANCE STUDIO

## SPACE INFORMATION

Space number: 201-226

Space Name: Flexible Performance Studio; Stage; Gallery Level; Sound & Light Locks (SLL) -Audience; Control Booth, Sound Mix Position; Projection/ Followspot, Back of House Support Spaces

Proposed Size (NSF): 7,350 SF (Studio only)

Occupants per Room: 252; 128 Gallery Level

Function: The Large Performance Studio is a highly flexible performance space that will accommodate musical, dance, theatrical, film and spoken word performances. The main level features telescoping seating that can be retracted to allow for a flat floor space. The "stage" area is defined by curtains and has rigging to allow for flying of sets. The gallery level offers a second level of seating. There will be an upper technical catwalk above the mezzanine. This unique space will feature natural daylighting, with the ability to have full lighting control of the room by using black-out shades. Adjustable acoustical elements will be incorporated in order to tune the room for various musical performances. A sound shell at the rear of the stage and sound reflectors at the ceiling are anticipated. Further refinement of this room will explore the idea of a trap area or orchestra pit area.

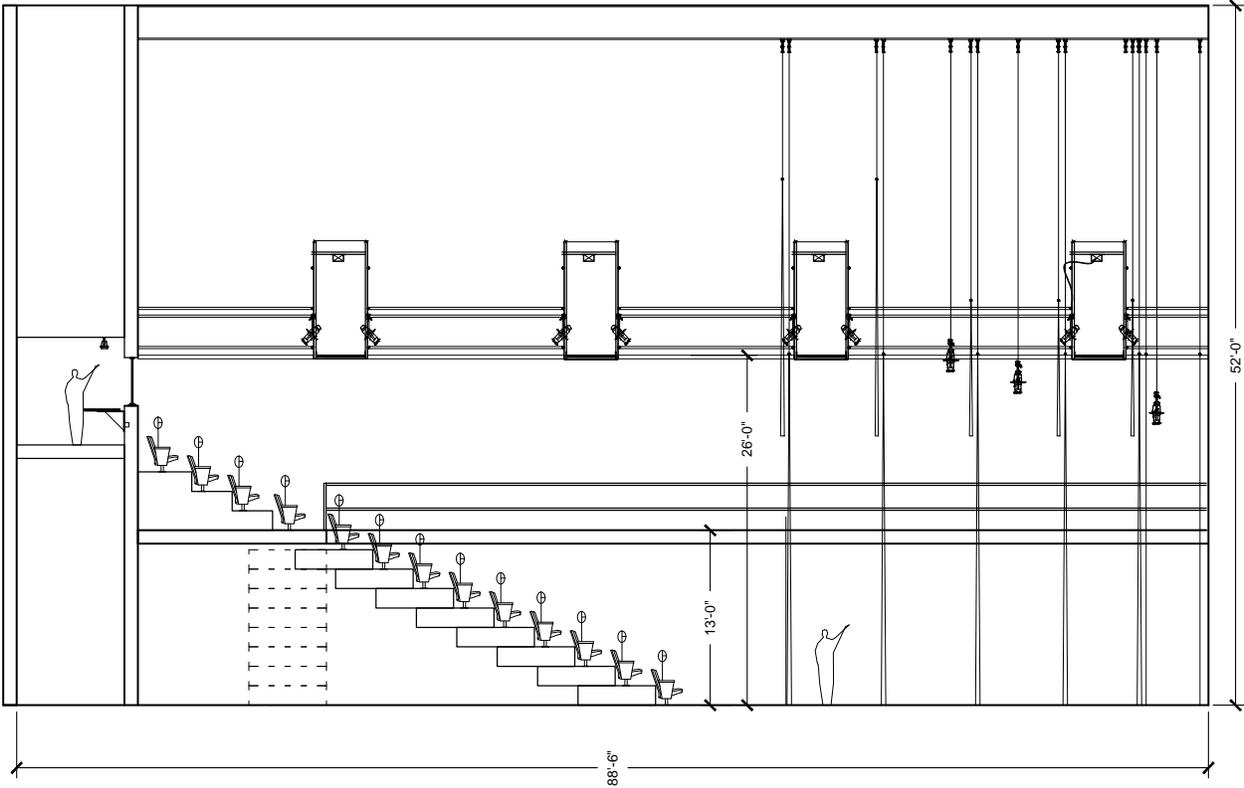
Critical Adjacencies: Front of House spaces including the Lobby will be adjacent to the non-stage end of the Large Performance Hall. The Back of House space should be directly adjacent to the stage end of the Hall, providing a direct path from Receiving and the Workshop/ Scene Shop.

Critical Dimensions: Space to be rectangular with approximate 50' height.

## SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: exposed painted structure, with acoustical reflector elements as required
  - Walls: combination of absorptive acoustical materials, reflective materials (wood or other), painted surfaces and adjustable acoustical curtains.
  - Floor: Sprung wood floor, hardboard finish, painted black
- Artificial Lighting: Fully dimmable house lighting/ Floor worklights, Central control, specialty theatrical lighting
- Natural Daylight: full control with black-out shades
- HVAC: Building standard with acoustical treatments and sized for dense occupancy and lighting loads.
- Plumbing: none
- Electrical: Power for ancillary lighting, machines & A/V equipment
- Technology: Data, A/V primarily effects & playback with reinforcement capabilities, Multi-channel production intercommunication system
- Acoustics: Variable acoustical elements
- Furniture, See next page
- Other

# LARGE PERFORMANCE STUDIO (CONTINUED)



# LARGE PERFORMANCE STUDIO (CONTINUED)

## FLEXIBLE THEATRE - 375 SEAT EQUIPMENT SPECIFIED BY SCHULER SHOOK

### LIGHTING CONTROL

Production, house and work lighting control system

- (66) 20A production lighting relays
- (6) 20A house and work lighting relays
- (1) Control console, house and work light preset controls

### DISTRIBUTION

Wiring devices and multi-cable

- (1) Auxiliary power disconnect
- (1) Isolated audio disconnect - confirm w/ Audio

### STAGE LIGHTING FIXTURES & ACCESSORIES

- (60) LED Profile Spotlights
- (30) LED Par/Wash Lights
- (12) LED Cyc or Strip Lights
- (2) Automated fixtures, control cable, accessories
- (1) Lot lighting cable, accessories

### STAGE RIGGING

(15) Motorized linesets for lighting, scenery, and stage curtains

- (1) Lot rigging accessories

### CURTAINS

- (3) Sets of leg curtains
- (5) Border curtains
- (8) Flat panels
- (2) Traveler curtains
- (1) Back drop

Auditorium: Curtain allowance

### ACOUSTICAL TREATMENTS

Allowance - confirm with Acoustic Consultant

### FACILITY ITEMS

(126) Audience seats w/ integral aisle lighting - Mezzanine  
Telescopic seating with (252) seats - Main floor  
Portable "Marley" dance floor

### BACKSTAGE EQUIPMENT

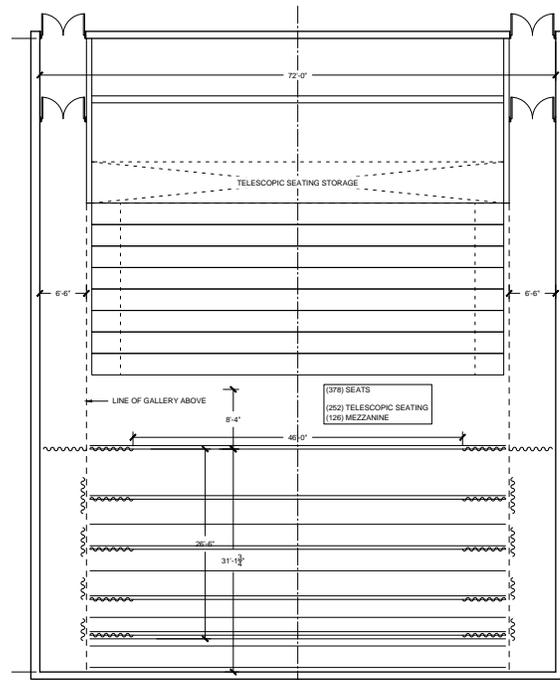
Allowance - ladders, accessories

### AUDIO EQUIPMENT

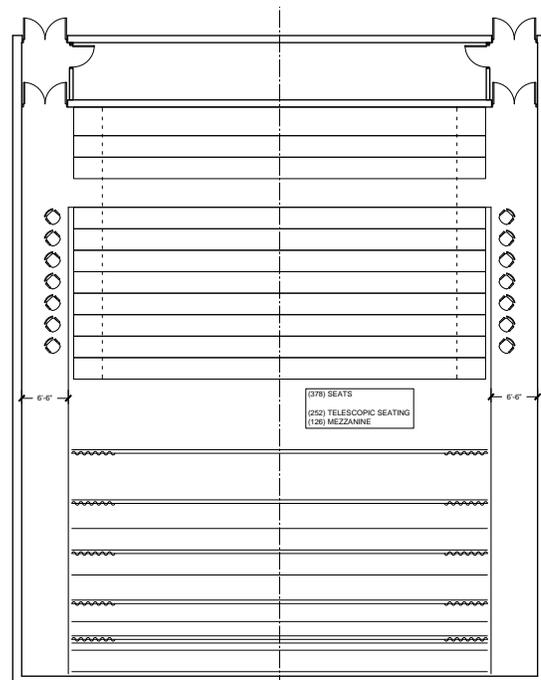
Allowance - confirm with Audio Consultant

### VIDEO EQUIPMENT

Allowance - confirm with Video Consultant



MAIN LEVEL FLOOR PLAN



GALLERY LEVEL FLOOR PLAN



# MUSIC REHEARSAL

## SPACE INFORMATION

Space number: 301-306

Space Name: Large, Medium Rehearsal; Sound locks and Storage

Proposed Size (NSF): See diagrams

Occupants per Room: Large -70ppl; Medium - 60ppl

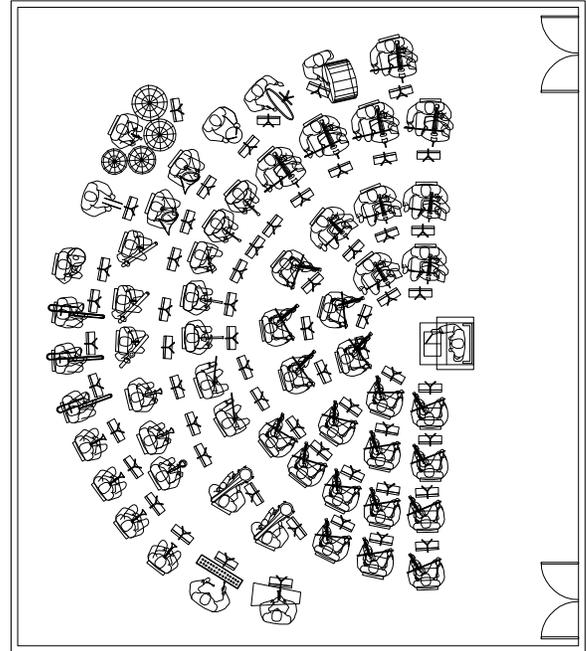
Function: The primary use for these rooms is for music ensemble rehearsal space, including band, orchestra, jazz and choral. The spaces will all be flexible to allow for other academic classes to be taught within the rooms. The large Rehearsal Room will have a flat floor to maximize flexibility. The medium Rehearsal Room will have built in risers for chair seating. This room can function as both rehearsal and recital by "flipping" the room.

Critical Adjacencies: Storage areas adjacent to the rehearsal rooms will allow the rooms to be cleared of percussion equipment, chairs, music stands, etc. and be used for other functions.

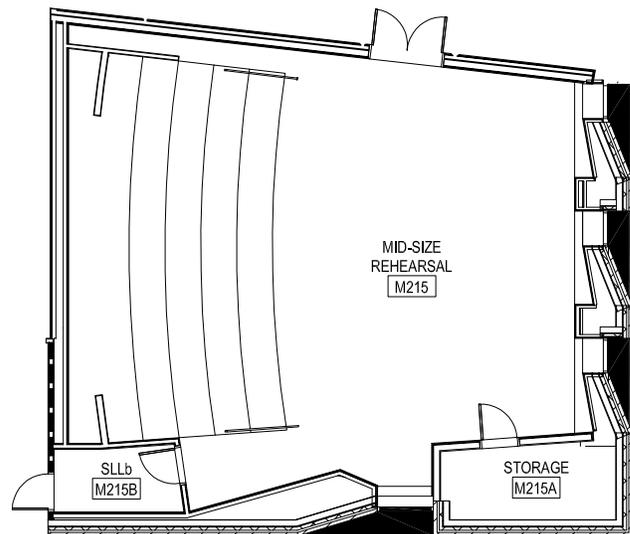
## SYSTEMS AND FINISHES

- Finishes:
  - Ceiling; Painted exposed structure with acoustical reflectors
  - Walls: Non-parallel surfaces, adjustable reflective/absorptive panels, adjustable curtains
  - Floor: Vinyl tile
- Artificial Lighting: LED lighting
- Natural Daylighting: Yes, with control
- HVAC: Temperature and humidity controlled with acoustical treatments.
- Plumbing: None
- Electrical: Building standard
- Technology: Data, projection recording and playback capabilities
- Acoustics: variable acoustic features to be able to tune the room depending on type of ensemble

- FF&E: Music chairs and stands, director podium, markerboard with staff lines, folder storage, risers for band and choral, projector, projection screen, recording equipment, speakers, AV cabinet, grand piano, percussion equipment



Large 2,300 NSF



Medium 1,600 NSF

# PRACTICE ROOMS

## SPACE INFORMATION

Space number: 311-320

Space Name: Piano/Chamber Practice; Faculty Lesson Studios; Large and Standard Practice Rooms

Proposed Size (NSF): 200, 240, 125, 100, 75 NSF

Occupants per Room:

Function: The practice rooms will function for faculty-led music lessons and individual or small group practice. The rooms will be sound isolated from each other. Faculty lesson studios will be scheduled to allow rooms to function as practice rooms as well

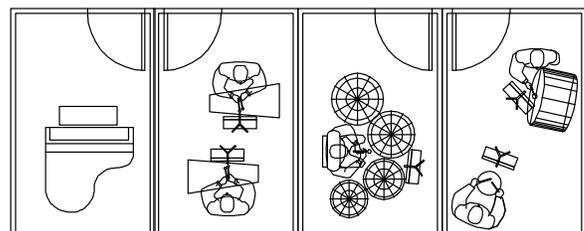
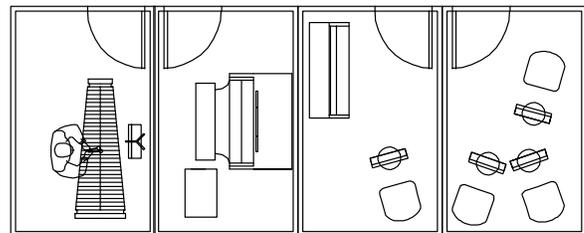
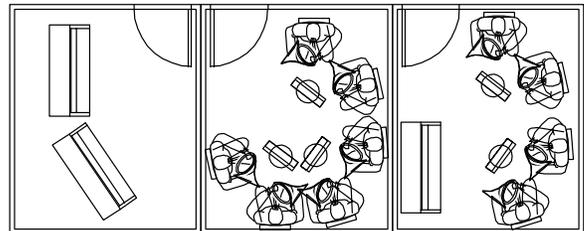
Critical Adjacencies: Proximity to Faculty Office areas.

## SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: Acoustical ceiling tile and isolated ceiling assembly
  - Walls: Acoustical wall assembly, acoustical wall panels
  - Floor: Vinyl or linoleum tile
- Artificial Lighting: LED lighting
- Natural Daylighting: if windows, shade control
- HVAC: Temperature and humidity controlled with acoustical treatments.
- Plumbing: none
- Electrical: building standard
- Technology: data
- Acoustics: adjustable reflective/absorptive panels at walls
- FF&E: music chairs and stands, pianos, mirror



NAPA VALLEY PERFORMING ARTS CENTER



# MUSIC LABS

## SPACE INFORMATION

Space number: 331 333

Space Name: Piano Keyboard Lab; Recording Suite

Proposed Size (NSF): 980SF, 850SF

Occupants per Room: Piano Lab - 16

Function: The Piano Keyboard Lab will be equipped with keyboards and computers at each station to teach keyboard, music composition and other music-focused classes. The Recording Suite will consist of a series of sound isolated rooms including a Control Room large enough to accommodate students for teaching (min of 10), a Live Room for the performers, 1-2 Recording Booths and Post Production. The Recording Suite can be used for vocal, instrumental or video recordings. This suite is truly multidisciplinary, in that it can be used for Music, Theatre or Digital Arts functions.

Critical Adjacencies: The Recording Studio functions need to be directly adjacent to one another, within a suite.

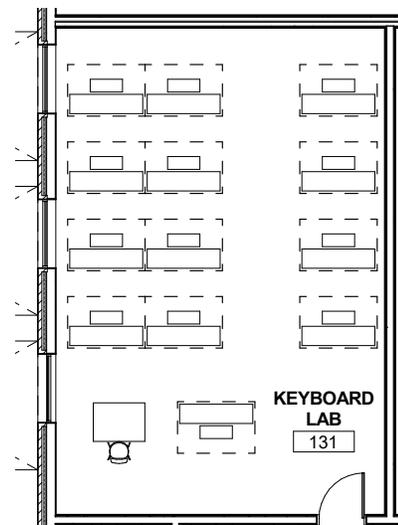
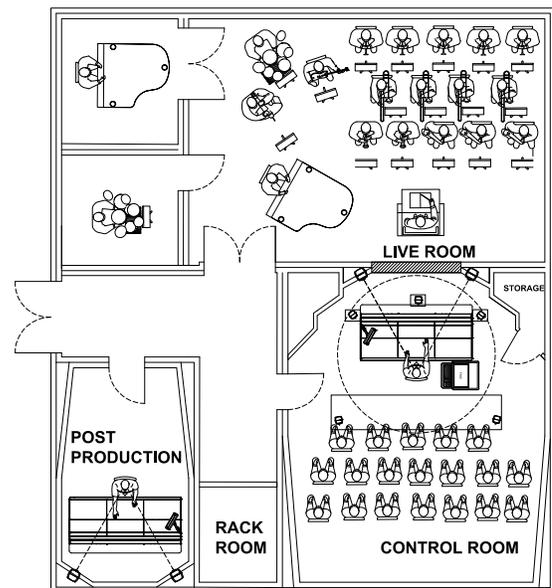
## SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: ACT, with sound isolated ceiling assembly at Recording
  - Walls: Painted, specialized adjustable acoustical panels at Recording Room and Recording Booths.
  - Floors:
- Artificial Lighting: LED dimmable and focusable fixtures at Recording
- HVAC: Temperature and humidity controlled with acoustical treatments.
- Plumbing: None
- Electrical: In addition to building standard power requirements. Provide wall mounted raceway system with additional power to support electric keyboards.
- In addition to building standard requirements. Provide wall mounted raceway system with additional power to support electric keyboard recording/review system and classroom audiovisual system.

- Acoustics: highest level of sound isolation at Recording, variable acoustical features on walls
- FF&E: Student tables and chairs, keyboards, computers, markerboard with staff, teaching station table, chair, projection, monitor, recording equipment including:



AMERICAN RIVER COLLEGE



## PERFORMER SUPPORT

### SPACE INFORMATION

Space number: 401-406

Space Name: Green Room; Small and Medium Dressing rooms, Shower Rooms

Proposed Size (NSF): Varies

Occupants per Room:

Function: The Performer's Lounge/ Green Room functions as the space where performers gather before and during performances when not on stage. The Dressing Rooms are provided in a variety of sizes to maximize flexibility of use, including accommodating children who may be a part of a community performance. The Dressing Room D will be sized to allow for Make-Up Classes to be taught within that room.

Critical Adjacencies: Green Room and Dressing Rooms to be located in "Back-of-House area, away from Lobby and in close proximity to Main Hall stage and Black Box Studio.

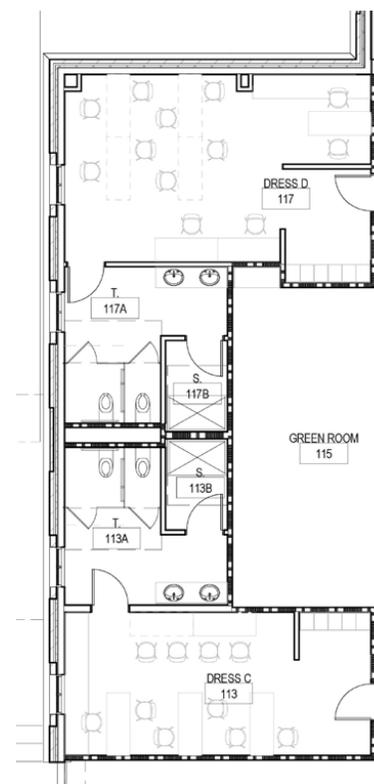
### SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: Acoustical Ceiling Tile
  - Walls: Painted; Ceramic Tile at Showers
  - Floor: Resilient flooring, Ceramic Tile at Shower Rooms
- Lighting: LED general lighting, vanity lighting at dressing areas
- HVAC: Building standard.
- Plumbing: Lavatories in dressing rooms, bar sink in green room and showers.
- Electrical: Electrical: In addition to building standard requirements. Provide wall mounted raceway system with additional power to support electric keyboard recording/review system and classroom audiovisual system.
- Technology: In addition to building standard telecom requirements. Provide additional support for classroom teaching function.

- Telecom: In addition to building standard telecom requirements. Provide additional support for classroom teaching function.
- Acoustics:
- Furniture, Fixtures and Equipment (FF&E): Lounge furniture, coffee table, work table, small refrigerator, chairs on caster, rolling wardrobe racks, markerboards, tackboards, storage units



CABRILLO COLLEGE, VISUAL & PERFORMING ARTS VILLAGE



# THEATER LAB SPACES

## SPACE INFORMATION

Space number: 411-417

Space Name: Workshop (Scene Shop, sculpture);  
; Scenery/Props Storage; Costume Shop; Laundry;  
Dressing; Costume Storage

Proposed Size (NSF): Varies

Occupants per Room:

Function: These are spaces that support the Theatre program, performances, and can be shared use spaces. The Workshop/Scene Shop will be shared with the Visual Art Sculpture program, storage areas will be sized to accommodate scenery, props and costumes for the current shows. The Costume Shop will function not only for creating costumes but is also a space available for visual arts classes in textiles and papermaking.

Critical Adjacencies: The Workshop/Scene Shop should have direct connection to the receiving area and close proximity/easy path to both Main Hall stage and Black Box Studio.

## SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: Exposed, painted
  - Walls: painted
  - Floor: sealed concrete or resilient flooring
- Lighting:
- HVAC: Building standard with laundry exhaust and other dedicated exhaust as required.
- Plumbing: Utility and mop sinks in workshops; lavatory in costume shop; washer connections in laundry.
- Electrical: In addition to building standard power requirements. Additional power provisions to support teaching of theatrical and theatrical support functions.
- Technology: In addition to building standard requirements provide equipment to support theatrical support functions.

- Acoustics: Standard classroom
- Furniture, Fixtures and Equipment (FF&E): Wood shop equipment include table saw, band saw, router, dust collector, work tables, tools, sewing machines, layout tables, stools, mirror, mannequins, wardrobe racks, washing and drying machines, dye vat, storage cabinets



PURDUE UNIVERSITY



UNIVERSITY OF WISCONSIN STEVENS POINT

## MOVEMENT / DANCE STUDIOS

### SPACE INFORMATION

Space number: 421-424

Space Name: Movement Studio 1; Storage; Sound and Light Locks; Cubbies

Proposed Size (NSF): Varies

Occupants per Room: Movement Studio - 28

Function: The Movement Studios are flexible spaces that can be used for Theatre classes, rehearsal space, dance classes, martial arts and yoga. With a sprung/ cushioned floor, mirrors, barres, curtains and min of 15' height to the underside of the structure, this space will be used by a large number of groups, including community use.

Critical Adjacencies:

### SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: Exposed, painted
  - Walls: painted, mirror on two walls
  - Floor: sprung cushioned floor with wood or marley finish
- Lighting: Indirect room lighting
- HVAC: Building standard.
- Plumbing: Access to drinking fountain/ bottle filler outside dance studio
- Electrical: Building standard
- Technology: Projector and screen, data, sound system and speakers
- Acoustics: acoustical panels at walls or ceiling
- Furniture, Fixtures and Equipment (FF&E): fixed and portable dance barres, curtains for mirrors, yoga mats, lockers, storage cabinets



UNIVERSITY OF WISCONSIN STEVENS POINT

# VISUAL ART STUDIOS

## SPACE INFORMATION

Space number: 511-519

Space Name: Studios A-D; Storage and Model Changing Room

Proposed Size (NSF): Varies

Occupants per Room: Studio - 28

Function: Shared Painting and Drawing Studios will be provided. Room should have filtered natural light (northern preferred) and adjustable warm artificial light.

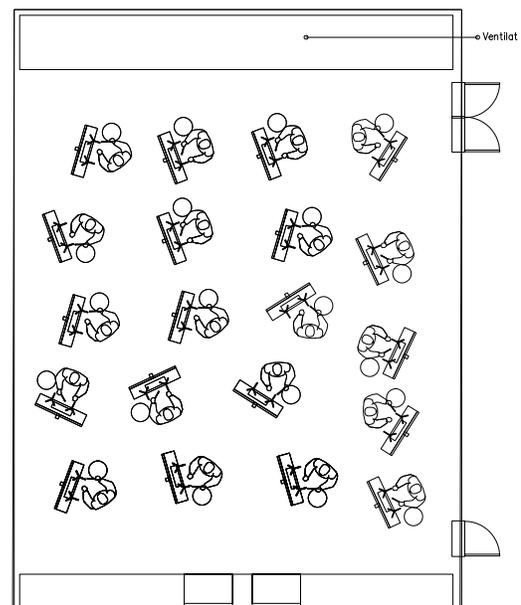
Critical Adjacencies:

## SYSTEMS AND FINISHES

- Finishes:
  - Ceiling: Exposed
  - Walls: Painted
  - Floor: Concrete
- Lighting: Access to Natural light with ability to black out; General Color Corrected Fluorescent or LED Room Illumination; track lighting for lighting mode, mobile boom lamps
- HVAC: Building standard with dedicated exhaust systems as appropriate.
- Plumbing: Painting: 2 Stainless Steel Dray sinks, 2 Stainless Steel Kitchen size Sinks, 1 Sink Mounted Eye wash;
- Electrical: Building Standard
- Technology: Projector, Screen, Audio Playback
- Furniture, Fixtures and Equipment (FF&E): Easels, Stools, Still Life tables, Flat file storage, Taborets
- Acoustics: Standard Classroom
- Other:



MACALESTER COLLEGE



# ACTIVE LEARNING CLASSROOM

## SPACE INFORMATION

Space number: 602

Space Name: Classroom

Proposed Size (NSF): 1200SF

Occupants per Room: 28

Function: The Active Learning Classroom is a technology-rich, flexible teaching space that allows collaborative work. Computers arranged in "pods" and monitors on the walls allow the room to function in a variety of ways. Graphic Design will utilize one of these classrooms for their course.

Critical Adjacencies: access to printers

## SYSTEMS AND FINISHES

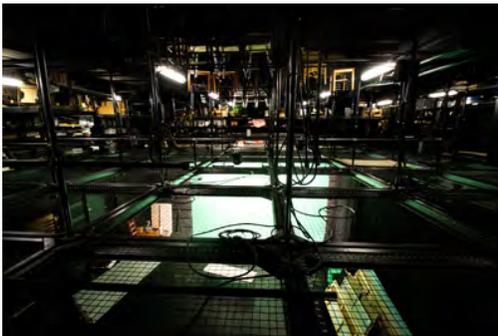
- Finishes:
  - Ceiling: Acoustical Ceiling Tile
  - Walls: Paint
  - Floor: Carpet
- Lighting: General LED Room Illumination
- HVAC: Building standard.
- Plumbing: N/A
- Electrical: Building Standard
- Technology:
- Acoustics: Standard Classroom
- Furniture, Fixtures and Equipment (FF&E): computers, monitors for walls and tables, teaching station, printers, chairs, tables to support collaborative learning



MACALESTER COLLEGE

**BROOKLYN PARK PFAEC - EXEMPLAR PROFILES***preliminary***KING ACADEMIC & PERFORMING ARTS CENTER**

At Auraria Higher Education Center Denver, Colorado  
<https://www.ahec.edu/about-auraria-campus/king-center/>

**Key Stats**

Operator	Auraria Higher Education Center, an independent public operating entity made up of 3 schools of higher education: the Community College of Denver, Metropolitan State University of Denver, and the University of Colorado Denver.
Staff	1 FT Director, 1 FT Administrator, 4 FT Stagehands. Also use work/study students.
Completion Date	2000
Building area	180,000 sf
Performance Venues	Concert Hall: 520 seats; King Center Recital Hall: 200 seats; Courtyard Theatre: 268 seats. Each institution has its own Black Box Theatre (135-175 seats). Numerous practice rooms, classrooms, and labs complete the facility.
Other Arts Spaces	A variety of support spaces, including scene shops, shared dressing rooms, a music dance venue, etc.
Completion Date	2000
Building area	180,000 sf

## Facility and Programs

The King Center is a large, modern performing arts center located in downtown Denver on the Auraria Higher Education Center. The Auraria Campus is unique in that it is shared by three separate institutions of higher learning: Community College of Denver, the Metropolitan State University of Denver, and the University of Colorado at Denver. The Auraria Higher Education Center is a state operating entity whose mission is to provide and manage shared services for the campus, for example: internal support services, maintenance and operations, acquisition and property management, and management of the performing arts center. It has an eleven-member board of stakeholders with representatives from each partner institution. This group is charged with the governance of the entire campus.

The King Center has more than 180,000sf of space dedicated to education of students in the performing arts. It contains six shared performing arts venues: a Concert Hall (520 seats), a Recital Hall (200 seats), a Courtyard Theatre (268 seats), and three Black Box studios that are separately assigned to each of the member institutions (135, 155, 175 seats). Each institution also has a variety of practice rooms, classrooms, and other dedicated spaces.

Not all of the arts education facilities were originally housed in the King Center, however, and the King Center contains some non-arts-related classrooms. After a decade or so of operating apart, a proposal was developed to expand the King Center by one third and co-locate all arts programming there. For a variety of reasons – funding as well as turf issues – this proposal was eventually abandoned. Future planning has turned instead to the critical task of maintenance and repairs to the extensive facilities, with a 5-year request for \$75M under consideration. Long-term maintenance of the infrastructure is an ongoing concern, and is managed and funded by Campus Administration.

Core activities at the King Center are the academic programs of the 3 partner institutions, which each supplement academic programming with selected outside presentations. The facilities are frequently rented for events ranging from new theatrical productions to conferences and graduations.

## Partnerships

With three institutions sharing the same spaces and competing for limited resources, cooperation and collaboration are essential. The King Center relies heavily on an advisory committee they believe sets the “gold standard” for such models due to its success.

The primary role of the King Center Advisory Committee is to set policies and guidelines. It has nine total members, with representation from the Music and Theatre faculty as well as a Dean from each of the schools. The Director of the King Center actively participates as a non-voting member. Chairmanship of the committee rotates. There are 3 subcommittees: Theatre, Music, and the Event Coordinating Committee, which is instrumental in overseeing issues related to schedules, Box Office, and front of the house. The Operating Manual and other documents for this Committee are attached to this summary.

The King Center is beginning to look beyond its three institutions of higher ed and toward the greater community. At the end of this month the Director is scheduled to meet with a local public arts magnet high school to discuss establishing a new partnership. Mr. Byers has offered to share details as this initiative develops.

## Operations & Management

Six full-time employees staff the Center: the Center Director, Office Administrator, and four full time Stagehands. Part Time work/study students are used for ushers, box office personnel, and

stage support. The Auraria Campus administration handles finance and accounting, facilities management, and other shared services.

After 10 years the system for sharing spaces – performance venues, dressing rooms, scene shops, and the like -- has evolved with experience. Even with each institution having its own studio theatre and dedicated classrooms, there is a great demand for shared support spaces (e.g. dressing rooms, shop space, etc.), and compromise is essential.

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*“You have to learn to be inter-connected. You are going to be a family - when you roll over in bed you’ll impact somebody.” Rob Byers, Director, King Center*

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The Center Director along with the Event Coordinating Subcommittee manage scheduling based on need, equity, and some degree of goodwill and informal horse trading. Space use is not necessarily allocated on the basis of ‘who pays.’ Above all, Byers reports that the good function of the Committee and a willingness to be flexible ‘for the good of the group’ has been an essential part of the King Center’s operations. Mr. Byers describes a large part of his job as conflict resolution, and says things generally work pretty well. After many years of experience, the Center has developed a Users Manual (attached), which provides policies and guidelines for all, but it is the pervasive atmosphere of flexibility, adaptability, and collaboration that enables their success.

In addition to sharing buildings, the three institutions also sometimes “borrow” one another’s staff. As with the facilities, this is done on a cooperative, informal basis. For practical reasons, there is no financial accounting of these trades maintained in the institutions’ budgets.

Outside rentals: The theatre spaces are available only during the non-academic year for rent by other departments and outside organizations. A detailed system of priorities guides the scheduling and rates for these rentals. Typical outside users include professional performers, Auraria’s non-performing-arts departments, and a very high number of high schools for graduation ceremonies.

## **Operating Economics**

With three institutions providing services to a total of 44,000 students, the campus as a whole has settled on a funding model based on student head count: MSU Denver (50%), CU Denver (35%) and Community College Denver (15%). While the formula is neither perfect nor exact, it allows the organizations to efficiently function.

Overhead expenses are largely covered by AHEC, leaving a modest budget over which King Center has direct authority. After Salaries and Benefits (\$551,000), the discretionary Operating Budget is just \$23,000. There is no Marketing budget earmarked for the Center, leaving each institution directly responsible for its own advertising. More detail on the budget is attached.

Facility rental revenues accrue to the King Center, but they are not retained from year to year and revert to the Auraria Campus general fund, though in the past, surplus revenues helped to fund facilities enhancements and two concert grand pianos. Tickets are sold with \$1 fee, using Vendini ticketing software; the Center retains a portion of this fee. Graduations and other rentals are reported to be highly profitable – in peak season the Center may host up to 15 a month. Rental rates for users outside the Auraria system are higher than for the partner institutions.

## **Interviewee**

Rob Byers, Director, King Center

date: 7 June 2018

tel: 303.556.8054

email: robert.byers@ahec.edu

**CENTER OF CREATIVE ARTS (CoCA)**

St. Louis, MO

<http://www.cocastl.org/>**Key Stats**

Operator	St. Louis Center of Creative Arts, a 501(c)3 nonprofit organization
Staff	37 Full Time staff including: Executive Director, Director of External Affairs and Strategic Initiatives, Controller, 2 Accountants, Administrative Director + 15 staff, Director of Marketing + 4 staff, 5 Education administration staff, 7 development staff, 12 artistic staff, faculty are part time
Operating Expenses	\$5,900,000
% Earned Revenue	40%
Completion Date	n/a
Building area	48,000sf (addition pending – new total will be 81,000sf)
Performance Venues	400 seat theatre, studios sometimes used for performance
Other Arts Spaces	10 studios of varying sizes for dance, theatre, music, and visual arts, offices, community hall, classrooms
Operating and/or Programming Partners	School Districts, Washington Univ. St Louis

## Facility and Programs

St Louis CoCA is housed in a historic synagogue building, designed by modern architect Eric Mendelsohn. The original facility includes a theatre, community hall, and classrooms. CoCA has recently completed a renovation of the historic facility, and is embarking on a \$36m expansion to be completed in 2020. CoCA is the 4th largest multidisciplinary community arts center in the US and 2nd among them in terms of the percent of budget dedicated to scholarships and subsidized outreach programming. CoCA employs 290 teaching artists and over 40 administrative staff.

CoCA provides more than 1,300 classes and camps in dance, theatre, vocal music, and art & design for students of all ages and skill levels. CoCA is the only Missouri school and one of 16 in the U.S. accredited by the Accrediting Commission for Community and Precollegiate Art Schools. Pre-professional training programs and 5 student ensembles/companies offer myriad performance opportunities for serious students. The ensembles are:

- Allegro and Adagio – vocal ‘pop choir’ ages 11-18
- COCA Theatre Company – plays and musicals ages 10-18
- Ballet Eclectica – ballet ages 11-18
- COCA dance – modern ages 11-18
- COCA Hip-Hop Crew – includes ages 10-13, 13-18, and 18+ (senior company).

For adults and community members, CoCA presents an eclectic season of performing arts programming including dance, musicals, magicians, improv, classical and popular music. Visual arts exhibitions in the 2018 season include a showcase of emerging St. Louis artists, comic book art, and an exhibition on St. Louis modernist architecture.

## Educational Pathways/Partnerships

CoCAEdu, CoCA’s program in arts integration, blends arts education with academic achievement through outreach programs to St. Louis area classrooms. Programs range from student matinee performances, to teacher training and in-classroom arts experiences. COCA teaching artists come into schools and teach discipline-specific arts learning residencies classes to students in an 8- to 10-week residency format. Most of the school day residencies include a visit to COCA’s Millstone Gallery or Founders’ Theatre for an exhibition or live performance. After-school classes are also offered in dance, theatre, music, and visual arts.

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*COCAedu engages students, inspires teachers and demonstrates the power of the arts to bridge barriers through programs in classrooms across the St. Louis region.*

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CoCA’s professional development programs for teachers are extensive, and are designed to engage a community arts-centered classroom educators. This initiative strives to develop arts integration strategies, influence teaching practice, and undertake capacity building efforts through coaching, building expertise and infrastructure in schools. Participants are interested in increasing and strengthening their arts integration practice, committed to ongoing engagement with group learning experiences and individual coaching, and receive administrative support to test arts integration through action research. Cohort participants work the entire year and receive support through: email newsletters, quarterly one-on-one coaching cycles, and quarterly small-group learning experiences.

These trainings have also been adapted for the business world as CoCABiz – a program that brings artistic thinking into the business environment to develop creative and collaborative skills in businesses.

## **Operations & Management**

CoCA is operated as an independent 501(c)3 nonprofit organization, and is governed by a 46-member board of directors. Their annual operating budget is \$5.9 million, and more than 40 staff members (not including nearly 300 faculty) operate the Center. The Center is responsible for all its own operating and management expenses, though it did recently contract with Washington University to jointly manage the construction of a parking garage.

*[Operating budget information forthcoming as of 6/25]*

## **Interviewee**

Kelly Pollock, Executive Director

date: 15 June 2018

tel: (314) 725-6555

email: kpollock@cocastl.org

## EAST ST. LOUIS CENTER AT SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE

East St. Louis, Illinois

<http://www.siu.edu/eslc/about/brochure.shtml>



### Key Stats

Operator	Southern Illinois University Edwardsville
Annual Budget	\$ 14 Million
# of Staff	11 full time employees in Center leadership, part time support and faculty in addition
Completion Date	\$27M renovation completed in 2003
Performance Venues	Several large flat-floor multipurpose rooms, no dedicated performance halls on-site
Operating and/or Programming Partners	Facility shared with SIUE East St. Louis Charter High School. The East St. Louis Community College Center offers educational programming and services from two community colleges. Partners also include SIUE dental and medical clinics, a University of Missouri – St. Louis optometry clinic; the SIUE Institute for Urban Research; and Small Business Development Center.

### Mission & Vision

Vision: "The Vision of the SIUE East St. Louis Center is to become a nationally recognized urban higher education campus that delivers innovative programs and excellent opportunities for post secondary education. The Center shall prepare the Greater East St. Louis community for success in school, life, and careers in a global and technologically advanced society."

Mission: “To improve the quality of life for individuals and families in Greater East St. Louis in the areas of education, health, social services, and the arts. The center identifies urban community needs and opportunities through research and leverages resources to support students on campus and in the community.”

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*Inspiring youth to believe in themselves and their community*

*Preparing Youth to succeed from cradle to career*

*Connecting Youth to post-secondary education and career options in high demand fields*

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## **Facility and Programs**

The East St. Louis Center (ESLC) is presented here not as a not a theatre or performing arts educational center, but as a self-described “national model for how a metropolitan university can leverage expertise and resources in order to demonstrate impact in a high needs community.”

The ESLC is operated by Southern Illinois University twenty miles south of its Edwardsville campus. It brings together programs and services from a broad range of providers in an effort to afford opportunities for education, life skills, and economic mobility for all ages throughout this historic, diverse, vibrant, and traditionally underserved community.

The Center’s campus consists of two newly constructed buildings and four renovated buildings, as well as acres of open space. It is adjacent to a Metro Link station and easily accessible by transit.

The ESLC programs are designed to support success from birth to adulthood, but most campus programs are aimed at grades preK-12. Over 2000 young people are served annually. Programs offered include Head Start/Early Head Start for pre-school aged children; an afterschool tutorial enrichment childcare program for children in protective custody; TRiO Upward Bound college prep targeting low-income or potentially first generation college students; dance and other classes through the Center for the Performing Arts; SIUE East St. Louis Charter High School, University-staffed medical, dental, and optometry clinics which provide low-cost services to the local community; and partnerships offering community college education, professional development/job placement, and lifelong learning.

## **STEAM/Arts Programming**

SIUE and the ESLC have made a strong commitment to STEM, and now STEAM initiatives throughout their programs. The \$1 million high-technology STEM Learning Center offers the latest in technology, equipment, and curricula to students. It also serves as a STEM training facility for teachers throughout the region.

The East St. Louis Center for the Performing Arts offers education in dance, music, and other expressive arts for youth ages 6-17. It was founded in 1967 by Katherine Dunham, and plays a large role in the community’s identity.

## **Partnerships**

ESLC is a true partnership endeavor. Partners and collaborators include: SIUE Charter High School, operated by East St. Louis School District 189; the East St. Louis Community College Center, which hosts two area community colleges: Kaskaskia College and the Southwestern Illinois College; dental, nursing, and optometry clinics staffed by SIUE and University of Missouri-St. Louis students; and the Institute for Urban Research. The Center’s leadership is constantly seeking new ways to bring in and leverage additional partners from all sectors of society.

## **Educational Pathways**

The SIUE Charter High School serves 100 students. Its mission is to ensure that its students are college- and career-ready upon graduation. In 2018 28 seniors graduated, several having simultaneously earned associate's degrees.

The Community College Center offers certificate and associate's degree programs from both Kaskaskia College and Southwestern Illinois College. The East St. Louis Higher Education Campus offers yet more opportunities for continuing on to higher ed.

The SIUE Nursing Program's Student Nurse Achievement Program (SNAP), offers support to help disadvantaged students complete the nursing program and work as professional registered nurses.

The Campus Learning Resource Center provides staffing and library resources for living wage job search, professional placement, and career advice, as well as other lifelong learning resources and programming.

## **Operations & Management**

The ESLC has an annual budget of over \$14 million, and receives federal, state, and local grant funding to operate its programs.

The East St. Louis Center staff includes 11 employees in leadership positions.

ESLC classrooms and other spaces are available for rent by community and other groups.

## **Interview**

pending

## HENDERSON FINE ARTS EDUCATION CENTER AT SAN JUAN COLLEGE

Farmington, New Mexico

[www.sanjuacollege.edu/community/departments/henderson-theatre/](http://www.sanjuacollege.edu/community/departments/henderson-theatre/)



### Key Stats

Operator	San Juan College, a comprehensive two-year community college serving the four corners area with more than 15,000 students annually.
Staff	FT Director, FT Office Administrator, 2 FT Technicians, 5-9 work/study students + occasional community volunteers
Completion Date	1994
Building area	83,000 sf
Performance Venues	Performance Hall: 800 seats; Little Theatre: 200 seats (across campus); Black Box: 75 seats Outdoor amphitheatre 5000 seats
Other Arts Spaces	Dedicated theatre classroom, piano lab, choir lab, music lab, + 3 classrooms, Pottery, Drawing, Painting, Outdoors.
Operating and/or Programming Partners	Facility shared with San Juan High School. Also New Mexico Highlands University and the University of New Mexico have educational programming partnerships with San Juan College.

## Facility and Programs

The Fine Arts Education Center provides the core for the Fine and Performing Arts Department of San Juan College, a comprehensive community college that serves the Four Corners area. The Henderson Center also serves as a community performing arts venue, hosting a range of events, both intimate and grand, for local schools, community organizations, and big name touring companies. Additionally, the Center's large convertible space is frequently configured to host conferences.

The 83,000sf facility features a large multi-featured auditorium/theatre with complete stage, backstage and set construction areas. It features full fly loft and grid platform, performance lighting and sound system, orchestra pit with operable lift, and an auxiliary sound/light control station among other amenities. A blackbox theatre with a sprung marley floor is used for a teaching space as well as dance, theatre productions such as poetry readings. The College also has a smaller proscenium theatre across campus, and a 5000 seat outdoor amphitheatre that is currently used for graduations and may be host to large gated music festivals in the future.

In addition to the Center's performing venues, an art wing features an Art Gallery, and includes spaces for ceramics, painting, graphic design, sculpture, print making, instructional and lab spaces. The Music Department offers instrumental and vocal studio spaces, recording areas, and practice rooms.

## Educational Pathways/Partnerships

For students who are interested in the performing arts, San Juan College offers an Associate of Applied Science Degree in Technical Theatre. Students from this program typically continue on to four-year and Master's programs, and careers in film and television. All actors are encouraged to pick up technical skills for career opportunities, and the College feels that their Theatre Tech degree students have gone on to a high level of professional success. Students who aspire to a degree in Music Education or Music Therapy must transfer to a four-year school.

Partnerships with New Mexico Highlands University and the University of New Mexico offer local residents the opportunity to get a university education without leaving home. These classes are mostly experienced on-line, however, and are not a very big factor, particularly in the arts, as there are no university level arts classes offered at the college.

The public San Juan College High School opened on campus in the fall of 2016 with an inaugural class of 80 students. Graduates will receive a High School Diploma as well as an Associate's degree or Certificate from San Juan College. Because this is such a new program, there is not yet a direct pathway for the high school students to participate in theatre classes without declaring Theatre as a major. Consequently, few high school students are involved with theatre studies. The Theatre Director is working to address this in the near future.

## Operations & Management

The Center is staffed by four full-time employees: Theatre Director, Office Administrator, and two full time Technicians. There are 5-9 part time work/study students, with hiring priority given to theatre students, who staff the box office and front of house. A local 4H group is trained and volunteers several times per year, exchanging ushering for the opportunity to see shows free of charge.

In spite of its large size and multitude of spaces, there is always a high demand for use of the facility. Approximately 70% of the demand comes from in-house: either faculty presentations or student-led productions. The remaining use is from outside entities, with priority given to other schools (often the local school district), then to conferences, which are a significant and reliable source of revenue. The Director of the Center does all of the scheduling, principally on an ad hoc

basis. There is constant pressure to make money, so care is taken that venues are efficiently allocated according to audience size. Every space is in full use – even the large lawn is frequently put into service. With all of the necessary compromises, maintaining good relations and open communication is key. The Art Gallery is managed separately from the Theatre spaces.

The Farmington Municipal School District pays only a technical fee for facility use. Non-profits, however, are charged the full load: rental for the hall plus a service fee. Student productions get a discounted rate. Tickets are sold using Vendini, which assesses a transaction fee. San Juan College charges outside groups for Box Office services at a rate of \$100/two weeks of sales.

All surplus revenues are returned to the College General Fund. The Henderson Center is now selling concessions to supplement their bottom line.

Personnel costs are by far the largest operating expense at the department level. Booking of large, out of town shows, such as Cirque du Soleil, are another draw on expenses, but also bring in large crowds, filling the seats and bringing in hefty ticket revenues. World Music and other “high culture” shows are often funded by grants – these shows are highly desirable but don’t often fill the seats.

### **Interviewee**

Linann Easley, Director

date: 8 June 2018

tel: 505.566.3462

email: easleyl@sanjuancoll.edu

## YBOR CITY CAMPUS PERFORMING ARTS BUILDING

at Hillsborough Community College, Tampa, Florida

[https://www.hccfl.edu/media/895431/yb\\_arts.pdf](https://www.hccfl.edu/media/895431/yb_arts.pdf)



### Key Stats

Operator	Hillsboro Community College Theatre, Music, Dance Depts
Staff	One Theatre Manager, one full-time assistant, several part time and 8-9 overhire crew.
Performance Venues	MainStage Theatre (246 seats) with fly loft (no pit), and Studio Theatre.
Other Arts Spaces	Dance, music and teaching studios, classrooms, band room, art gallery, dressing rooms.
Operating and/or Programming Partners	The three departments act as operating partners and jointly schedule the venues. Local school district uses performance venues for free.

### Facility and Programs

The HCC Performing Arts Building at Ybor City Campus is operated for the joint use of the College's Music, Theatre, and Dance departments. Scheduling priority is given to music, theatre, and dance ensemble performances, followed by coursework, and the guest artist series programmed by each department. All Music department programs are free, Theatre and Dance departments handle their own ticketing. Ticketing for outside users is typically handled in-house using a fairly 'analogue' system.

Outside rental users and a few school district performances fill the gaps. There is little or no advertising or marketing of events outside the HCC community, other than that undertaken by rental users. It is difficult to arrange Center rentals during the academic year, but the spaces are well used during summer months.

The Center includes a visual arts gallery that is primarily for visiting exhibits, curated by a Gallery Director who is within the visual/studio arts department. Visual/studio arts classrooms are in a separate but adjacent building. The Gallery does host a juried student exhibition each spring for the finest student work.

### **Educational Pathways/Partnerships**

HCC's Music, Theatre, and Dance departments each offer 2-year Associates of Arts degrees. Music has 50-60 students, Theatre has 40-50 students, Dance has 35-35 students. Intro courses are also available to students in other concentrations, so those classes are larger. The various performance ensembles are treated as courses, and can also include community members to supplement numbers.

The Music program is NASM-accredited, whose standards have come into conflict with Florida community college guidelines – in Florida, once you complete 60 hours of coursework, you are supposed to move on to a 4-year program. Many HCC music students exceed this early in their programs because of the demands of the NASM-accredited program.

Most students continue on from these programs to 4-year institutions elsewhere in Florida, including USF, Florida State, and the Frost School of Music in Miami. Most music and dance students eventually go in to music and dance education. Many theatre students, particularly those trained in technical theatre, which is part of the curriculum, go into film and television in Atlanta and elsewhere.

Philip Shore Elementary School is within walking distance of the Center, and does not have its own arts spaces. They use the HCC facilities a few times a year, for no charge. Mr. Arsenault predicts this partnership may grow, and has been approached by Tampa Arts Council about possible future uses.

Rental users are the primary source of community partnerships at the Center. The area has a rich history of cultural activity – particularly within the Hispanic community. Spanish-language musical theatre has been in Ybor for more than a century, and several community groups see the Center as a resource.

### **Operations & Management**

Operating and programming expenses for the Center are largely buried within the departmental budgets of the 3 constituent departments, or within the college's general fund. There is not currently a methodology in place to pay overhire staff (e.g. stagehands), so the center manager contracts with an outside labor pool for these workers.

Building maintenance, general administration, capital planning, finance, marketing, HR, etc. are all handled by HCC. Departments manage faculty, program costs, visiting artists etc. The Center staff are paid out of the Dean of Academic Affairs budget. The Center brings in rental and ticket revenue, but this accrues back to the HCC general fund.

### **Interviewee**

Keith Arsenault, Theatre Manager  
 date: 12 June 2018  
 tel: 813 205 0893  
 email: karsenault@hccfl.edu

## CITA Regional Arts Programming Collaborative

**Regional Partners Work Session**

Monday, December 10, 2018

10 – 12 noon

**Attendees:**

- City of Brooklyn Park – Jody Yungers, Brad Tullberg, Michelle Margo, Jen Gillard, Pam McBride, Erika Byrd, Laura Stigen and Kaela Dickenson and Claudia Diggs (Facilitator's)
- City of Brooklyn Center – Jim Glasoe , Kelly Mertes
- City of Crystal – John Elhom and Scott Berggren
- Robbinsdale Community Ed. – Aviva Hillenbrand
- Osseo Community Ed. – Brian Severson-Hall, Carrie Cabe
- City of Maple Grove – Chuck Stifter, Aimie Peterson

**What falls under “The Arts”?**

- Writing
- Drawing
- Theater
  - Set design
  - Lighting
  - Sounds
  - Makeup/hair
  - Costume design improv/comedy
- Dance
- Music
- Film
- Digital Production
- Pottery
- Painting
- Photo
- Animation
- Spoken word
- Choreography
- visual arts
- Sculpting
- Jewelry making
- Fashion
- Glasswork
- Fiberwork
- Metal work
- Culinary
- Screen printing
- Graphic design
- Gaming/apps
- Singing
- Marching

**Our most popular programs:**

- Dance
  - Hula
  - Zumba
  - Ballet
  - Tap
  - Jazz
  - Hip hop
  - Lyrical
  - Line
  - Social
  - Belly
- Youth Theater + Theater employment for HS youth

**Our most unique programs:**

- Adult watercolor
- Painting
- Harmonica
- Pottery
- Mural design
- Glassworks partnerships
- Candy art
- Messy art
- Shoe art
- Mobile art

**Wishlist programs**

- Studio Arts- facilities- clay, paint, dirty classroom
- Metalworks- facilities
- Woodworking

**CITA Regional Arts Programming Collaborative**  
**Regional Partners Work Session**  
 Monday, December 10, 2018  
 10 – 12 noon

- Visual art on building/public art-financial buy-in
- Vehicle
  - Mobile classroom w/tech
  - Musical recording and production
  - Video
- After school music instruments
- Performance art- facility
- Artists and instructors subject matter experts
- Affordable/sustainable
- Engage through entertainment

**What programming opportunities would this create for us?**

- Art Education
- Take advantage of partner strengths-create program bugs
- Each org has their Niche- we share participants
- Dev multi-level program entry for specific art skill (painting etc.)
- Performance Spaces
- Acceptance for Public Art
- Regional Summer Arts Day camp-specific or taste of food
- Engage/Inspire the unengaged
- Joint brochure- what does everyone offer- like ARLE
- Shared materials and equipment
- All age (50+) Ops
- Jobs
- Adult employment (50+) new staff
- Culturally specific programming
- Gallery space to showcase local artists
- Learn at New Center- teach/perform in community
- Create sampler/teaser of art opportunities not long form
- Intro equipment for new lasers- tap shoes, drum sticks, paint brushes

**Gaps/Unmet Needs**

- Storage
- Affordability
- Supply cost
- Mismatch w/timing
- Lack of designated arts facilities- thoughtful about saturation
- Prioritize of arts/value
- Youth and community aren't exposed to as much art as Mpls/St. Paul
- K-5 fewer arts programs less expensive
- "Right" space/amenities
- Pop-in spaces for youth
- Summer Arts Day Camps
- Pre-K to adult classes/workshops camps
- Artist resource directory
- Knowledge and connection to artists/inst.
- Public policy/ ordinance for (amplified sound) public art
- Bring in professional performing groups for free
  - Ballet
  - Drumline
  - Orchestra
  - Theater in the park
  - POS
- LRT/Art Crawl
- LRT Visual Art collaboration along route

**How could the Admin/Operations of the collaborative partnerships be managed?**

- Arts Community Council
- Advisory Council
- Joint Scholarship Program-K-Adult
- We collaborate on Program- with Dev
- We all promote
- We share in/rev/\$\$
- Create true arts consortium to act as cleaning house to promote all art programs in area

# CITA Regional Arts Programming Collaborative

## Brainstorming: What could a collaborative be like?

- Cities and school districts create collaborative body (consortium) to create programming
- Pro’s- School districts and colleges work together for Osseo etc.

- Management Company
- Philanthropy
- MRAC Grants
- OPM
- Legacy grant to support new reg arts collaboration
- Collaborative grant Writing
- Joint Fundraising
- Arts Foundation-fundraise
- Sub program/NHCC Foundation
- Utilize celebrity/talent to raise awareness and buy in for \$
- Each city/school district- contributions to arts scholarships annually

### What financial funding model(s) could be put in place to make this work?

- Co-op model
- Joint powers agreement
- Shared mission
- Shared promotion
- Artist rental space
- Operations lead
- Referendum

<p><b>Benefits of a collaborative</b></p> <ul style="list-style-type: none"> <li>• Better understanding of what others do</li> <li>• Fills gaps for us</li> <li>• Numbers game</li> <li>• Ability to do specialized program (fill the class)</li> <li>• Collective timeline- lack of time restraint</li> </ul>	<p><b>Challenges of a collaborative</b></p> <ul style="list-style-type: none"> <li>• How does it affect our current program? – Balance college and community need</li> <li>• Bureaucracy- time</li> <li>• Communicating the vision (int/ext.)- scope</li> <li>• Money and Resources and keeping affordable</li> <li>• Money and Value match</li> <li>• How to measure impact</li> <li>• Community appetite and buy in</li> </ul>
<p><b>Who else should we talk to?</b></p> <ul style="list-style-type: none"> <li>• Various artists: What works and what doesn’t</li> <li>• NHCC Foundation re: programming, scholarships</li> <li>• Other local art groups</li> <li>• All org and Jody had on map before</li> <li>• Cities: Champlin</li> <li>• Business- faith based</li> </ul>	<p><b>Big questions</b></p> <ul style="list-style-type: none"> <li>• What is a realistic scope? (pre-buy in process)</li> <li>• What’s on/off the table? (esp. related to NHCC)</li> <li>• Magnet Highschool...?</li> <li>• How do you define “region”?</li> </ul>

### Next Steps to continue exploring this idea

- Create an inventory of current programs (**Everyone contribute; BP compile**)
  - Could start with BBA/Sports enrichment
  - Excel doc to be sent to everyone, they can fill in their programs
- City Feasibility Study Survey (**Jody/Katie**)
- Gather existing Data (**BP**)
- Political Will – test it out (**Jody**)

**CITA - Preliminary Utilization Outline**

for discussion - final utilization will be based on program development

- NHCC & Metro Programs
- Multiple Users
- City of BP/Community Programs

	area (sf)	capacity	During Academic Year (+/-36 weeks)							Summer & Breaks (+/-16 weeks)													
			M	T	W	Th	F	S	S	M	T	W	Th	F	S	S							
			am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm					
<b>Classrooms</b>																							
Piano Keyboard Lab	980	16	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	TBD based on program plans						
Lg Music rehearsal	2,300	70	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	TBD based on program plans						
Medium Music rehearsal	1,600	60	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	[Red shaded area]						
Studio A - Painting/Dwg	1,800	28	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm							
Studio B - Photo/Print	1,600	28	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm							
Studio C - Ceramics	1,800	28	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm							
Studio D - Digital / Maker	1,200	28	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	[Red shaded area]						
Active Learning 1	1,200	28	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm							
Active Learning 2	1,200	28	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	TBD based on program plans						
Movement Studio 1	2,400	16	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	TBD based on program plans						
Medium Theatre Studio / Blackbox	2,000	120	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	[Red shaded area]						
7 Practice Rooms (1 ea)	75-200	1-6	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm							
<b>Lab/Work/Practice Spaces</b>																							
Recording Studio	850	20	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	TBD based on program plans						
Scene/Sculpture Workshop (16)	1,800	16	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	am	pm	[Red shaded area]						
<b>Event/Performance Spaces</b>																							
Art Gallery	900	49	as scheduled for performances & events														as scheduled for performances & events						
Lg Performance Studio	7,350	380	as scheduled for performances & events														as scheduled for performances & events						
Plaza Performance Area	exterior	3000	as scheduled for performances & events														as scheduled for performances & events						

# Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

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### Format Key

- blue hard-coded values
- black calculated values / formulae
- green direct-linked values
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- orange named cell
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- gray ancillary calculations and background data (off page)

*This economic model has been prepared using input from project leadership, research into comparative institutions, and local market research, in close collaboration with CITA leadership working group. It is a model intended for use in capital project decision-making and impact analysis, and is not an operational budget (though it can form the basis for one). All values are in present-value (2018) dollars, and should be escalated for future-year budgeting. Note that significant uncertainty exists in these results.*

# Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

## Operating Pro Forma - multi-year summary

version 3

12-Nov-18

### Summary Pro Forma

	Y3 STABLE	Y1 opening year	Y2	Y3 stable year	Y4	Y5	Y6	Y7	Y8	Y9	Y10	
<b>Revenue Summary</b>												
Rental Revenue	\$ 12,000 1%	\$ 3,000	\$ 6,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	
CITA Program Revenue	\$ 32,000 4%	\$ 8,000	\$ 16,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	
Ancillary Revenue	\$ 17,500 2%	\$ 4,375	\$ 8,750	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	
Operating Support	\$ 820,000 93%	\$ 810,000	\$ 815,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	
Operating Revenue	\$ 881,500 100%	\$ 825,375	\$ 845,750	\$ 881,500	\$ 881,500	\$ 881,500	\$ 881,500	\$ 881,500	\$ 881,500	\$ 881,500	\$ 881,500	
Capital Reserve contributions	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	
<b>Total Revenue</b>	<b>\$ 1,281,500</b>	<b>\$ 1,225,375</b>	<b>\$ 1,245,750</b>	<b>\$ 1,281,500</b>								
<b>Expense Summary</b>												
Rental Expense	\$ 6,500 1%	\$ 1,625	\$ 3,250	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	
CITA Program Expense	\$ 33,500 4%	\$ 10,050	\$ 20,100	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	
Administrative Expenses	\$ 327,500 41%	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	
Building Expenses	\$ 430,000 54%	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	
Expense Contingency	\$ 797,500 100%	\$ 769,175	\$ 780,850	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	
	\$ 80,000	\$ 77,000	\$ 78,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	
<b>Total Operating Expenses</b>	<b>\$ 877,500</b>	<b>\$ 846,175</b>	<b>\$ 858,850</b>	<b>\$ 877,500</b>								
Capital Reserve Sinking Fund	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	
<b>Total Expenses</b>	<b>\$ 1,277,500</b>	<b>\$ 1,246,175</b>	<b>\$ 1,258,850</b>	<b>\$ 1,277,500</b>								
<b>Net Operating Result</b>	<b>\$ 4,000</b>	<b>\$ (20,800)</b>	<b>\$ (13,100)</b>	<b>\$ 4,000</b>								

# Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

## Operating Pro Forma - multi-year summary

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### Revenue Summary

round to nearest  
500

	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
	opening year		stable year							
<b>Rental Revenue</b>										
Rental Revenue	\$ 1,375	\$ 2,750	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
Labor & Equipment Chargebacks	\$ 1,625	\$ 3,250	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
	\$ 3,000	\$ 6,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
<b>CITA Program Revenue</b>										
Ticket Revenue	\$ 8,000	\$ 16,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
	\$ 8,000	\$ 16,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
<b>Ancillary Revenue</b>										
Concessions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ticket Fees	\$ 4,375	\$ 8,750	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500
	\$ 4,375	\$ 8,750	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500
<b>Operating Support</b>										
Partner Operating Contributions	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000
Philanthropic Support	\$ 10,000	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
	\$ 810,000	\$ 815,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000	\$ 820,000
<b>TOTAL Operating Revenue</b>	<b>\$ 825,375</b>	<b>\$ 845,750</b>	<b>\$ 881,500</b>							

**Center for Innovation & The Arts (CITA)**

Brooklyn Park, MN  
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**Expense Summary**

round to nearest  
500

			Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
			opening year		stable year							
<b>Rental Expense</b>												
Labor & Equipment Chargebacks	\$ 6,650	\$ 6,500	\$ 1,625	\$ 3,250	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
	\$ 6,650	\$ 6,500	\$ 1,625	\$ 3,250	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
<b>CITA Program Expense</b>												
CITA Program Expense	\$ 33,614	\$ 33,500	\$ 10,050	\$ 20,100	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500
	\$ 33,614	\$ 33,500	\$ 10,050	\$ 20,100	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500	\$ 33,500
<b>Administrative Expenses</b>												
Full Time Staff	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000
Part Time Staff	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Administrative Overhead	\$ 81,560	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500	\$ 81,500
	\$ 327,560	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500	\$ 327,500
<b>Building Expenses</b>												
Operations Costs	\$ 430,094	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000
	\$ 430,094	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000	\$ 430,000
Subtotal	\$ 797,918	\$ 797,500	\$ 769,175	\$ 780,850	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500	\$ 797,500
Expense Contingency	\$ 79,792	\$ 80,000	\$ 77,000	\$ 78,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
<b>Total Operating Expenses</b>	<b>\$ 877,710</b>	<b>\$ 877,500</b>	<b>\$ 846,175</b>	<b>\$ 858,850</b>	<b>\$ 877,500</b>							
Capital Reserve Sinking Fund	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
<b>TOTAL EXPENSES</b>	<b>\$ 1,277,710</b>	<b>\$ 1,277,500</b>	<b>\$ 1,246,175</b>	<b>\$ 1,258,850</b>	<b>\$ 1,277,500</b>							

# Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

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## Economic Assumptions

Notes

### Economic

Expense Contingency	10%
Dollar year	2018
Personnel Taxes & Benefits	40%
Credit Card Fee	3.2%
Support Staff Wage	\$ 25
Stage Overhire Wage	\$ 30

### Facility

Total Building Area (net)	82,360
Mainstage seating capacity	250
Blackbox seating capacity	120
Plaza capacity	3000
Classroom capacity	30

### Space Use Fees

Basis

NFP

Commercial

### Events

70%

Mainstage - Performance	Day	\$ 350	\$ 500	1
Mainstage - Reh/Tech	Day	\$ 117	\$ 375	1
Lobby	Day	\$ 210	\$ 300	1
Blackbox - Performance	Day	\$ 175	\$ 250	1
Blackbox - Reh/Tech	Day	\$ 60	\$ 190	1
Classroom	Hour	\$ 20	\$ 40	1
Placeholder	Hour	\$ -	\$ -	
Placeholder	Hour	\$ -	\$ -	

### Notes

1. Rental rates aligned with local comparators

## PRELIMINARY

**Center for Innovation & The Arts (CITA)**

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

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**Activity & Attendance Goals**

	Qty	Basis	% Capacity	Avg Attendance	Total attendees	Notes
<b>Partner Performances</b>						
NHCC	20	Performances		200	4,000	1
Metro State Univ. - Mainstage	6	Performances		250	1,500	1
Metro State Univ. - Blackbox	8	Performances		70	560	1
City of BP / Community	8	Performances		200	1,600	1
Plaza Programs	8	Performances		500	4,000	1
Placeholder	2	TBD		200	400	
	52			<b>subtotal</b>	<b>12,060</b>	
<b>Outside Rentals</b>						
Theatre Performances	2	Days	75%	188	375	2
Blackbox Performances	2	Days	75%	90	180	2
Theatre Performances - NFP	2	Days	75%	188	375	2
Blackbox Performances - NFP	3	Days	75%	90	270	2
Lobby	3	Days		100	300	2
Lobby - NFP	5	Days		100	500	2
Classrooms	30	Hours	80%	24	720	2
Placeholder	0	Days		-	0	
Placeholder	0	Days		-	0	
	47			<b>subtotal</b>	<b>2,720</b>	
<b>CITA Programs</b>						
Theatre Performances	5	Perfs.	80%	200	1,000	3
Plaza Events	2	Events	25%	750	1,500	3
Placeholder	0	Perfs.	65%	163	0	
Placeholder	0	Perfs.	65%	163	0	
	7			<b>subtotal</b>	<b>2,500</b>	
<b>Total Attendance</b>				<b>Total</b>	<b>17,280</b>	

**Notes**

1. Activity per user estimates October 2018
2. Allowance for outside rental activity
3. Allowance for CITA programs

PRELIMINARY

## Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

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### Rental Revenue

	Qty	Unit	Rent/Unit	Total Rev	Notes
<b>Rental Revenue</b>					
Theatre Performances	2	Days	\$ 500	\$ 1,000	
Blackbox Performances	2	Days	250	\$ 500	
Theatre Performances - NFP	2	Days	350	\$ 700	
Blackbox Performances - NFP	3	Days	175	\$ 525	
Lobby	3	Days	300	\$ 900	
Lobby - NFP	5	Days	210	\$ 1,050	
Classrooms	30	Hours	25	\$ 750	
Placeholder	-	Days	-	\$ -	
Placeholder	-	Days	-	\$ -	
				<b>\$ 5,425</b>	

	Event Days	Per Day			Support Labor	Support Equip., etc.	Rev/ Event	Total Rev	Notes
		Support Hrs	Support Persons	Support Labor					
<b>Labor &amp; Equipment Chargebacks</b>									
Theatre Performances	2	6	2	\$ 300	\$ 250	\$ 550	\$ 1,100		
Blackbox Performances	2	6	1	\$ 150	\$ 100	\$ 250	\$ 500		
Theatre Performances - NFP	2	6	2	\$ 300	\$ 250	\$ 550	\$ 1,100		
Blackbox Performances - NFP	3	6	1	\$ 150	\$ 100	\$ 250	\$ 750		
Lobby	3	6	1	\$ 150	\$ 250	\$ 400	\$ 1,200		
Lobby - NFP	5	6	1	\$ 150	\$ 250	\$ 400	\$ 2,000		
Classrooms	30	6	0	\$ -	\$ -	\$ -	\$ -		
Placeholder	0	6	0	\$ -	\$ -	\$ -	\$ -		
Placeholder	0	6	0	\$ -	\$ -	\$ -	\$ -		
<b>subtotal</b>							<b>\$ 6,650</b>		

<b>Total Rental Revenue</b>	<b>\$ 12,075</b>
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### Notes

# Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

## CITA Program Revenue

	Attendees	% Comps	Total Paid Tix	Avg Ticket Price	Total Revenue	Notes
<b>Ticket Revenue</b>						
Theatre Performances	1,000	5%	950	\$ 20	\$ 19,000	
Plaza Events	1,500	5%	1,425	10	14,250	
Placeholder	-	5%	-	-	-	
Placeholder	-	5%	-	-	-	
				CCFees	(1,064)	
	<b>2,500</b>		<b>2,375</b>	<b>subtotal</b>	<b>\$ 32,186</b>	
<b>total CITA Programs revenue</b>					<b>\$ 32,186</b>	

### Notes

PRELIMINARY

## Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

### Ancillary Revenue

	Attendees	Capture Rate	Gross/ Person	Gross	COGS	Net of COGS	Notes
<b>Concessions</b>							
Partner Performances	12,060	0%	\$ 3.00	\$ -	55%	\$ -	1
Outside Rentals	2,720	0%	\$ 3.00	\$ -	55%	\$ -	
CITA Programs	2,500	0%	\$ 3.00	\$ -	35%	\$ -	
	<b>17,280</b>				<b>subtotal</b>	<b>\$ -</b>	
<b>Ticket Fees</b>							
				Tix Sold	Fee	Total Rev	Notes
Partner Performances				12,060	\$ 1.00	\$ 12,060	
Outside Rentals				2,720	1.00	2,720	
CITA Programs				2,500	1.00	2,500	
				<b>subtotal</b>	<b>\$</b>	<b>17,280</b>	
<b>TOTAL ANCILLARY REVENUE</b>						<b>\$</b>	<b>17,280</b>

#### Notes

1. TBD if concessions revenue will be included in CITA

# Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

<b>Operating Support</b>	Basis		Total	Notes
<b>Partner Operating Contributions</b>				
All Partners - allocation TBD	100%	\$	800,000	1
NHCC	0%	\$	-	1
Metro State Univ. - Mainstage	0%	\$	-	1
City of BP / Community	0%	\$	-	1
Plaza Programs	0%	\$	-	1
Placeholder	0%	\$	-	1
		<b>subtotal</b>	<b>\$ 800,000</b>	
<b>Philanthropic Support</b>				
Grants & Contributions		\$	20,000	2
		<b>subtotal</b>	<b>\$ 20,000</b>	
		<b>TOTAL Operating Support</b>	<b>\$ 820,000</b>	

### Notes

- 1. Partner contributions pending
- 2. Allowance

# Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

## Rental Expense

	Events	Per Day			Total/Event	Total	Notes
		Hours /Day	Support Persons	Support Labor			
<b>Labor &amp; Equipment Chargebacks</b>							
Theatre Performances	2	6	2	\$ 300	\$ 250	\$ 550	\$ 1,100
Blackbox Performances	2	6	1	\$ 150	\$ 100	\$ 250	\$ 500
Theatre Performances - NFP	2	6	2	\$ 300	\$ 250	\$ 550	\$ 1,100
Blackbox Performances - NFP	3	6	1	\$ 150	\$ 100	\$ 250	\$ 750
Lobby	3	6	1	\$ 150	\$ 250	\$ 400	\$ 1,200
Lobby - NFP	5	6	1	\$ 150	\$ 250	\$ 400	\$ 2,000
Classrooms	30	6	0	\$ -	\$ -	\$ -	\$ -
Placeholder	0	6	0	\$ -	\$ -	\$ -	\$ -
Placeholder	0	6	0	\$ -	\$ -	\$ -	\$ -
<b>subtotal</b>						<b>\$ 6,650</b>	
<b>Total Rental Expense</b>						<b>\$ 6,650</b>	

**Center for Innovation & The Arts (CITA)**

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

**CITA Program Expense**

	Perfs	per performance										Total	Notes
		Artist Fee/ Guarantee <sup>1</sup>	Housing/ Transp/ Hospitality <sup>2</sup>	Hours	Stage Persons	Stage Labor <sup>3</sup>	Equip., etc. <sup>4</sup>	Marketing <sup>5</sup>	Licenses, Fees, Other Exp <sup>6</sup>	Total/Perf			
Theatre Performances	5	\$ 2,000	\$ 200	4	2	\$ 240	\$ 150	\$ 1,000	\$ 200	\$ 3,796	\$ 18,980		
Plaza Events	2	\$ 3,500	\$ 500	4	3	\$ 360	\$ 750	\$ 2,000	\$ 200	\$ 7,317	\$ 14,634		
Placeholder	0	\$ 1,500	\$ 150	4	1	\$ 120	\$ 250	\$ -	\$ -	\$ 2,025	\$ -		
Placeholder	0	\$ 1,500	\$ 150	4	1	\$ 120	\$ 250	\$ -	\$ -	\$ 2,025	\$ -		
<b>subtotal</b>										<b>\$ 33,614</b>			
<b>TOTAL Presenting Expense</b>										<b>\$ 33,614</b>			

**Notes**

- 1. Flat guarantee as opposed to a % of gross sales (typ. for this venue size).
- 2. Allowance for transportation, lodging, catering, etc.
- 3. Allowance for BOH & FOH hourly labor, production equipment rental, etc.
- 4. Allowance for production equipment rental.
- 5. Allowance for event-specific marketing, printing, postage, etc.
- 6. Allowance for licenses, royalties, (ASCAP, BMI, etc.) booking fees, permits, and other miscellaneous expenses.

PRELIMINARY

## Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

### Administrative Expenses

	Persons	FTE/ Person	Base Salary/FTE	Total Comp	Notes
<b>Full Time Staff</b>					
Center Director	1	1	\$ 75,000	\$ 105,000	
Program Coordinator	1	1	\$ 45,000	\$ 63,000	
Production/Facilities Manager	1	1	\$ 45,000	\$ 63,000	
		<b>3</b>	<b>subtotal</b>	<b>\$ 231,000</b>	
<b>Part Time Staff</b>					
House/Event Manager	0	0	\$ 35,000	\$ -	1
Stage Technical Support	0	0	\$ 35,000	\$ -	2
Box Office Support	1	0.5	\$ 30,000	\$ 15,000	
		<b>0.5</b>	<b>subtotal</b>	<b>\$ 15,000</b>	
<b>Administrative Overhead</b>					
Institutional Marketing				\$ 25,000	3
Professional Fees (legal, CPA, IT, etc.)				\$ 15,000	
Joint Powers Board Expenses				\$ 2,500	
Copier & Other Services				\$ 3,500	
Postage & Mailing				\$ 2,400	
Box Office Supplies/fees				\$ 17,060	4
Piano Tuning & Maintenance				\$ 2,500	
Stage Supplies & Equipment				\$ 3,000	
Volunteer expenses				\$ 2,500	
Bank Fees				\$ 2,400	
Telephone/Internet			\$ 600	\$ 1,800	5
Memberships & Training			\$ 400	\$ 1,200	
Supplies, Printing, etc.			\$ 500	\$ 1,500	
IT Hardware/Software			\$ 400	\$ 1,200	
			<b>subtotal</b>	<b>\$ 81,560</b>	
<b>TOTAL ADMINISTRATIVE EXPENSES</b>				<b>\$ 327,560</b>	

#### Notes

1. Covered by volunteers
2. Covered by hourly workers in CITA Program Expense (sched 12)
3. Allowance
4. Base fee \$2500 + \$1/ticket issued.
5. \$50/person/month.

PRELIMINARY

## Center for Innovation & The Arts (CITA)

Brooklyn Park, MN

Operating Pro Forma - year 3 (stable year)

version 3

12-Nov-18

### Building Expenses

	Per Sf	Total	Notes
<b>Operations Costs</b>			
Utilities (Elec, Gas, Other)	\$ 1.29	\$ 106,244	1
Water/sewer	\$ 0.15	\$ 12,354	2
Maintenance / Janitorial	\$ 1.00	\$ 82,360	
Annual Building Repair	\$ 1.00	\$ 82,360	3
Waste Removal	\$ 0.10	\$ 8,236	4
Annual building servicing		\$ 15,000	5
Groundskeeping Services	\$ 0.25	\$ 20,590	4
Security	\$ 0.25	\$ 20,590	4
Insurance	\$ 1.00	\$ 82,360	6
<b>subtotal</b>	<b>\$ 5.04</b>	<b>\$ 430,094</b>	

<b>Capital Reserve Sinking Fund</b>			
Annual Contribution		\$ 400,000	
<b>subtotal</b>		<b>\$ 400,000</b>	

<b>TOTAL BUILDING EXPENSES</b>		<b>\$ 830,094</b>	
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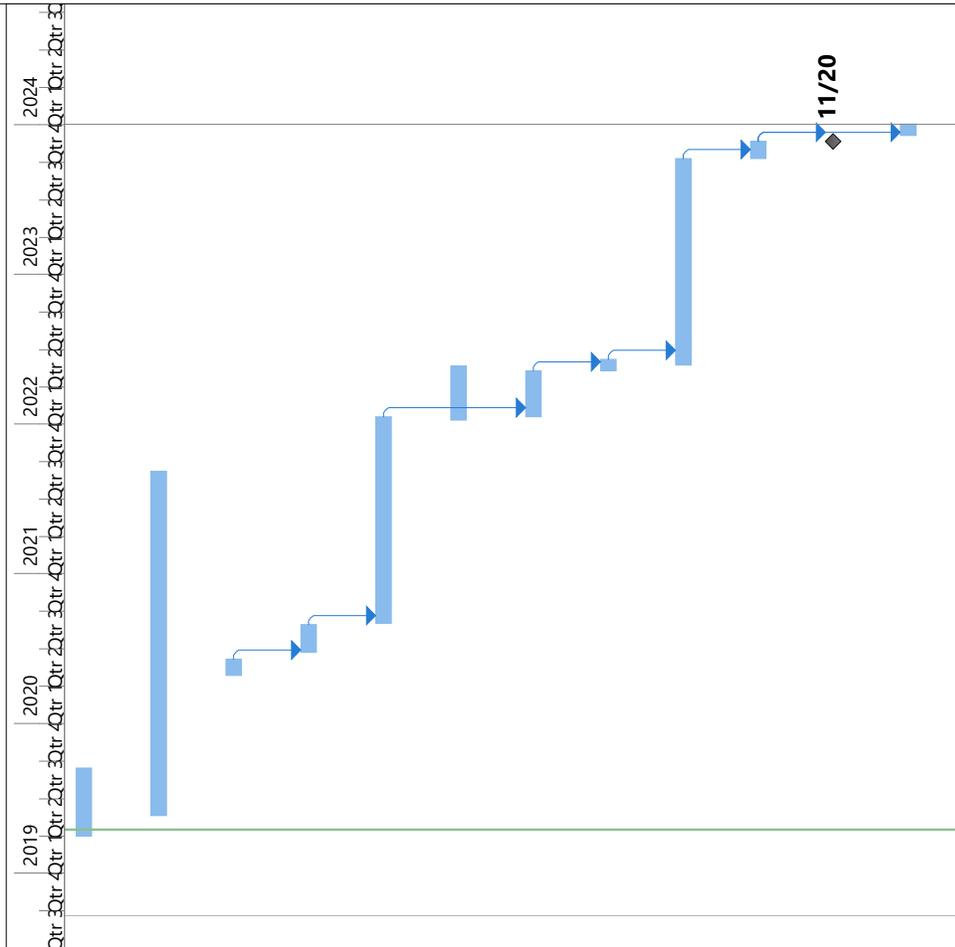
<b>Capital Reserve Sinking Fund Calculation</b>			
Current Facility Value		\$42.0m	
Inflation		2%	
Target Fund Age		30	
Future Facility Value		\$76.1m	
Target % of Value - Systems Replacement		50%	7
Target Fund Future Value		\$38.0m	
Investment Return before inflation		7%	8
Initial Balance	\$	-	
<b>Annual Contribution</b>	<b>\$</b>	<b>400,000</b>	
<i>Resulting Future Value</i>		<i>\$37.8m</i>	

### Notes

1. per NHCC campus average
2. per MN State estimates
3. per Stephen Kent
4. Allowance
5. Allow \$3500 per elevator + 5-10k
6. Insurance allowance needs to be confirmed
7. The objective of this reserve approach is to accumulate approximately the capital required for systems replacement costs and major maintenance. Other capital projects, such as additions or renovations, would be funded separately.

# CITA Development Schedule

ID	Task Name	Duration	Start	Finish
1	Finalize Program	6 mons	Mon 4/1/19	Fri 9/13/19
2	Partner Capital Fundraising	30 mons	Tue 5/21/19	Mon 9/6/21
3	Pre-design State Bonding	30 days	Mon 4/27/20	Fri 6/5/20
4	State Designer Selection Board	10 wks	Mon 6/22/20	Fri 8/28/20
5	Design/Documentation	18 mons	Tue 9/1/20	Mon 1/17/22
7	Construction State Bonding	95 days	Mon 1/10/22	Fri 5/20/22
6	Bidding/Procurement	4 mons	Tue 1/18/22	Mon 5/9/22
8	Permitting/Site Prep	1 mon	Tue 5/10/22	Mon 6/6/22
9	Construction	18 mons	Tue 5/24/22	Mon 10/9/23
10	FF&E/Technology/Move In	6 wks	Tue 10/10/23	Mon 11/20/23
11	Building Occupancy	0 days	Mon 11/20/23	Mon 11/20/23
12	NHCC FAC Demolition	4 wks	Tue 12/5/23	Mon 1/1/24



# Center for Innovation and the Arts (CITA)

## at North Hennepin Community College in Brooklyn Park



### Collaborative and flexible space

The Center for Innovation & the Arts (CITA) will provide state-of-the-art collaborative learning and flexible performance spaces. CITA will increase local access to two and four-year fine and performing arts and related science and technology degrees and will serve as an arts focal point for Brooklyn Park and the surrounding communities.

Located across from North Hennepin Community College's campus, adjacent to Hennepin County's Brooklyn Park Library and the future METRO Blue Line Light Rail Transit (BLRT) stop, CITA will focus on equitable and inclusive access to arts and cross-cultural programming.

### Project leads



### Other key partners

- Osseo Area Schools and other area school districts
- Hennepin County and neighboring cities
- Various arts and STEAM community groups and stakeholders

### Project timeline

**2015-2019:** Pre-Planning

**2019-2020:** Fundraising

**2020-2021:** Design

**2022-2023:** Construction

# Center for Innovation and the Arts (CITA)

## at North Hennepin Community College in Brooklyn Park

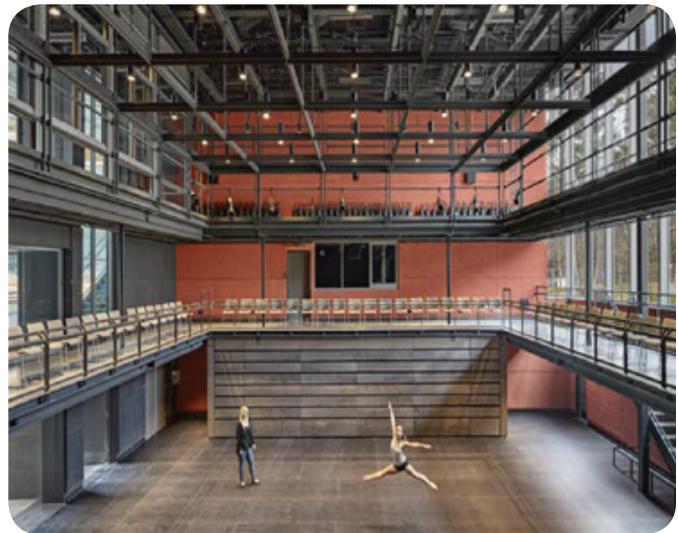
### CITA deliverables

- Celebrate and create cultural connections through the arts in a very diverse and low-to-moderate income community (over 50% people of color in area, with over 20% foreign born);
- Replace the existing and outdated NHCC Fine Arts Center (FAC);
- Create a “North Metro home” for Metro State on NHCC’s campus, which expands the partnership between the two colleges;
- Drive economic development in the area and serve as a local and regional asset by creating a destination location at a future BLRT stop;
- Accommodate and complement a future adjoining STEAM magnet high school

### Program elements

The 83,130 square foot facility is planned to include:

- Large performance studio
- Theatre studio/ black box
- Art Gallery
- Music rehearsal and practice rooms
- Theatre and dance rehearsal studios
- Visual arts Studios
- Classrooms and state-of-the-art flexible technology spaces
- Administrative and faculty offices
- Lobby space that can serve as an event space
- Outdoor plaza



### Estimated cost

The estimated total project cost is \$85 million. The partnership is seeking General Obligation Bonding from the state (approx. \$45 million), a contribution from the City of Brooklyn Park, grant funding, and other private and philanthropic contributions.

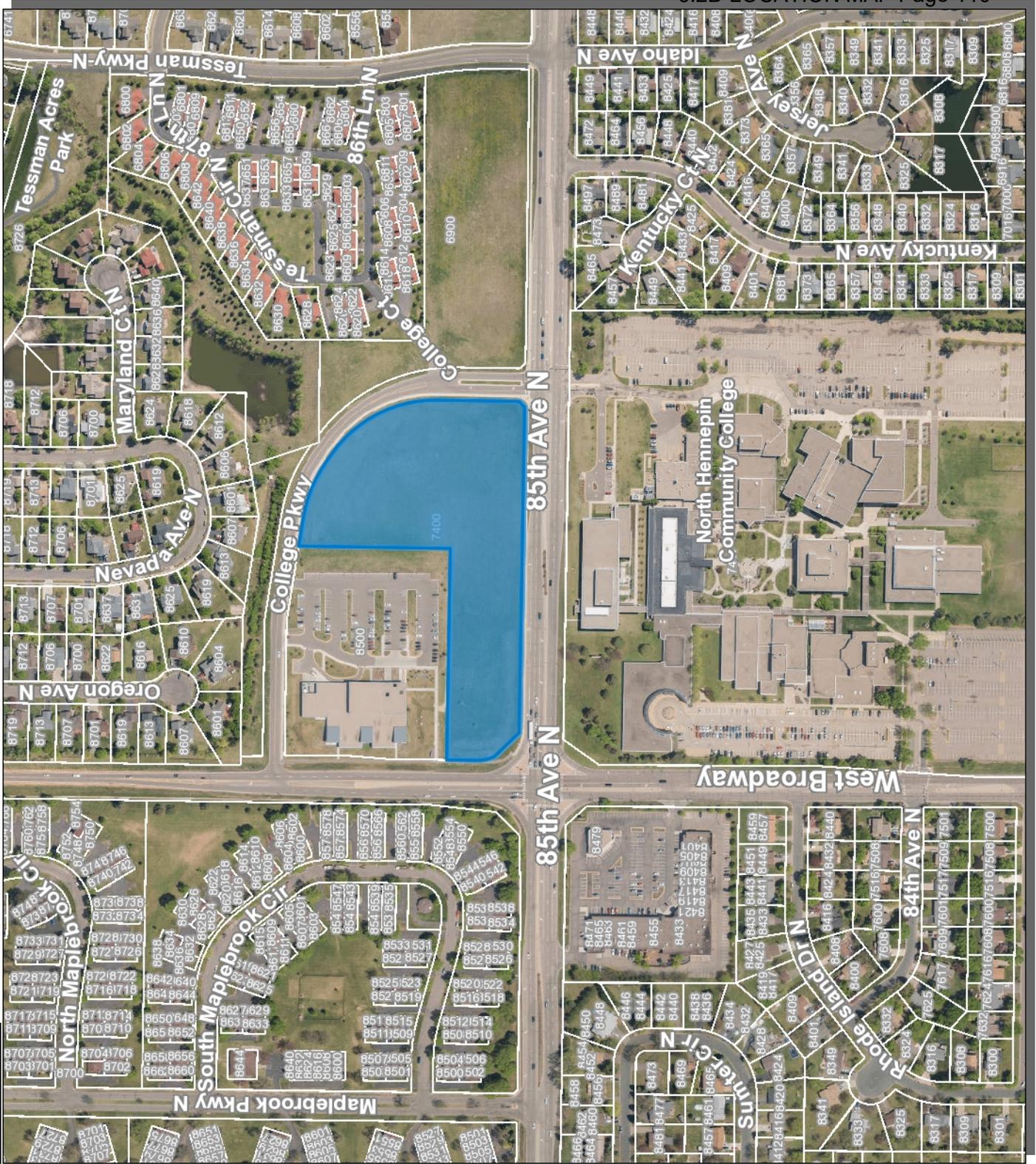
### City contact:

Erika Byrd

763-493-8053

Erika.Byrd@brooklynpark.org

Map Scale = 1 : 4,616



# City of Brooklyn Park Request for EDA Action

<b>Agenda Item No:</b>	6.3	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	General Action items	<b>Prepared By:</b>	Daniela Lorenz, Business Development Coordinator
<b>Resolution:</b>	N/A	<b>Presented By:</b>	Daniela Lorenz, Business Development Coordinator
<b>No. of Attachments:</b>	1		
<b>Item:</b>	Consider Changes to Eligibility Requirements for the Sewer Availability Charge (SAC) and Water Access Charge (WAC) Reduction Policy		

## Executive Director's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_ APPROVE CHANGES TO ELIGIBILITY REQUIREMENTS FOR THE SEWER AVAILABILITY CHARGE (SAC) AND WATER ACCESS CHARGE (WAC) REDUCTION POLICY.

## Overview:

At its July 15, 2019 meeting, the Economic Development Authority reviewed the eligibility requirements for the Sewer Availability Charge (SAC) and Water Access Charge (WAC) Reduction Program. The EDA made a motion to change one of the eligibility requirements to allow a resident of the seven-county metro area to take advantage of the program. During that conversation, the EDA was supportive of broadening the eligibility requirements but asked staff to revisit the eligibility criteria to make sure it aimed to support Brooklyn Park resident owned businesses but still be open to businesses operating in Brooklyn Park but owned by someone who lives in the region.

Staff recommends changing the eligibility requirements to state the following:

1. A business must be assessed at least three (3) SAC by the Met Council for a new business and at least one (1) SAC for an expanding business
2. Be owned (at least 25% stake) by a resident of the seven-county metro area
3. Be either an independently owned restaurant or commercial business or a manufacturing or industrial based business,
4. And, meet *at least one* of the following criteria:
  - a. Businesses currently operating in the city that are planning to expand in order to add more capacity for employment (same or new location in Brooklyn Park),
  - b. Small businesses (25 or less full-time equivalent employees),
  - c. Business owned (at least 25% stake) and/or operated by women, people of color, or immigrants

The EDA also requested staff explore offering a greater number of credits to businesses owned by Brooklyn Park residents. Currently, the program offers a max of three (3) SAC but no more than half to any eligible business. Staff recommends allowing for a resident of Brooklyn Park-owned business to receive their full SAC payment waived up to six (6) SAC credits.

Finally, staff made a small edit to the definition of a locally owned business. Independently owned businesses are defined as business that have receive no external corporate headquarters support. All edits are included in the updated policy (attachment A).

**Background:**

The concept of using paid SAC credits as an economic development tool was first explored in 2018 when the City Council directed the EDA to administer the current SAC Reduction Program. The current program utilizes 32 paid SAC credits that were previously taken city-wide to support the development of new or expanding restaurants in the City. The City Council also adopted Water Access Charge (WAC) policy in 2007 that allows for staff to use paid WAC credits from demolished buildings for other development projects as an incentive.

**Primary Issues/Alternatives to Consider:**

- **Why is this change important?**

Upon further consideration of the requirements of this program, staff has determined that only allowing a business owned by a Brooklyn Park resident and meets none of the other possible eligibility standards limits the program too much. There are several independently owned businesses in Brooklyn Park that are owned by residents of other cities within the metro area that might not be able to take advantage of the program.

For example, Blue Wolf Brewery is considered a locally-owned independent business, however they would not technically qualify for the program as they live in the neighboring community of Champlin and do not meet the other possible eligibility factors. Expanding the definition to include anyone who lives in the metro and chooses to operate their business in Brooklyn Park allows the program to serve more businesses interested in locating in Brooklyn Park.

- **Does this change affect track two?**

No, this change only relates to the eligibility requirements for track one.

**Budgetary/Fiscal Issues:**

N/A

**Recommendation:**

The Executive Director of the Economic Development Authority recommends approval.

**Attachments:**

6.3A MODIFIED SAC/WAC FEE REDUCTION PROGRAM

## **Sewer Availability Charge (SAC) and Water Access Charge (WAC) Reduction Policy**

**Purpose:** This policy aims to reduce the barriers to starting and expanding a business and completing strategic development or redevelopment projects in the City by reducing the number of Sewer Availability Charge (SAC) and/or Water Access Charge (WAC) a qualified business or project is obligated to pay.

It is the policy of the City of Brooklyn Park to pool paid SAC and/or WAC credits from demolished buildings where another use on the property is not planned within one year of demolition. The pooled credits can act as an economic development tool which can be offered to businesses and other qualified projects looking to start or expand in Brooklyn Park.

### **SECTION ONE: POOLING CREDIT POLICY**

#### *A. Demolished properties that will not be rebuilt upon*

If a property is demolished and there is no plan for development such as, but not limited to, property used for a roadway project, then the City will pool the SAC/WAC credits (when available) at the time the demo permit is issued.

#### *B. Demolished property that could be rebuilt upon*

If a property is demolished and there is no is plan for development within one year, then the City will pool the SAC/WAC (when available) credits a year from the issuance of demolition permit by appealing to the Met Council.

If development is planned, the plan for development must be submitted to the EDA within 12 months after demolition and construction must commence within three years of demolition. If construction under the plan does not commence within three years of demolition, then the City will pool the SAC/WAC (when available) credits three years from the issuance of demolition permit by appealing to the Met Council

If the new user does not utilize most of the available paid credits, the City will pool or attempt to pool the balance of the available credits.

### **SECTION TWO: PROGRAM GUIDELINES**

Given the wide variety of projects that take place in Brooklyn Park and in an effort to best utilize the paid SAC/WAC credits that are available, there will be two fee reduction program options available. Track One will specifically cater to small and new businesses, including restaurants. Track Two will be used as a re-development and development project tool. It is anticipated that approximately half of the credits will be used for each track.

## Track One-- Business Fee Reduction Program

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### Amount to be credited:

1. The program will credit up to half of the SAC units incurred by an eligible project as assessed by the Metropolitan Council with a maximum of three (3) credits issued by the City of Brooklyn Park. For example, if a business is assessed 5 SAC units it would be eligible for a SAC fee reduction of 2.5 credits. With approval from the EDA, more credits can be awarded if the project demonstrates a financial need.
2. *Businesses owned by residents of Brooklyn Park (at least 25% stake) may qualify to receive up to six (6) SAC credits.*
3. *Due to the lower number of available WAC credits, eligible Track One, businesses may be eligible to receive up to half their SAC credit allocation in WAC credits (if available). Example: a business that is awarded two (2) SAC credits from this program will receive a credit of 1 WAC (if available). A business owned by a Brooklyn Park resident may be eligible to receive up to half but no more than three (3) WAC credits.*

### Program Track One Eligibility:

4. An eligible business must:
  - a. Have been assessed at least 3 SAC units for a new business or assessed 1 SAC credit for an expanding business and
  - b. Be owned (at least 25% stake) by a resident(s) of the seven-county metro area and meet at least one of the criteria below
  - c. Be an independently owned restaurants or other commercial businesses:
    - i. Independently owned businesses are defined as businesses that receive no external corporate headquarter support (i.e. advertising, financial, etc.) ~~Independently owned businesses are defined as businesses that have no corporate headquarters where at least 25% the ownership interests and 25% of the decision making control of the business is held by a resident of the seven-county metropolitan area, women, people of color, or immigrants.~~*
    - ii. Independently owned businesses do not include franchises of chain brands.*
  - d. Or, be a manufacturing and industrial based business ~~All manufacturing and industrial businesses that meet at least one of the following criteria:~~*
    - i. ~~Businesses currently operating in the city that are planning to expand in order to add more capacity for employment (same or new location in Brooklyn Park);~~*
    - ii. ~~Small businesses (25 or less full-time equivalent employees);~~*
    - iii. ~~Businesses (at least 25% stake) owned by a Brooklyn Park resident; and~~*
    - iv. ~~Business owned (at least 25% stake) and/or operated by women, people of color, or immigrants~~*
  - e. And meet at least ONE of the additional requirements below:
    - i. Businesses currently operating in the city that are planning to expand in order to add more capacity for employment (same or new location in Brooklyn Park);
    - ii. Small businesses (25 or less full-time equivalent employees);

- iii. Business owned (at least 25% stake) and/or operated by women, people of color, or immigrants

### **Track Two—Project Based Fee Reduction Program**

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As development continues across the City there is an opportunity to provide a project-based fee reduction to attract development and re-development projects that meet the strategic priorities of the Economic Development Authority. The purpose of this track of the program is to give the EDA broad discretion to award credits to businesses and/or projects that align with the goals of the EDA but do not meet the criteria outlined in track one.

#### **Amount to be Credited:**

The amount to be credited will be determined by the EDA with consideration of the financial need of the project.

#### **Program Track Two Eligible Projects:**

Eligibility of projects in Track Two of the fee reduction program is based on the discretion of the EDA and will be based on determined community benefit. Track Two can be used for housing, however, developments of only single-family detached units are ineligible.

#### **SECTION THREE: PROGRAM ADMINISTRATION:**

Awards of credits through track one of the program will be administered by EDA staff with the Executive Director of the EDA signing-off on all final awards. Awards of credits through track two will be subject to the approval of the EDA.

# City of Brooklyn Park Request for EDA Action

<b>Agenda Item No:</b>	6.4	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	General Action items	<b>Prepared By:</b>	John Kinara, Housing & Redevelopment Specialist
<b>Resolution:</b>	X	<b>Presented By:</b>	Breanne Rothstein Economic Development & Housing Director
<b>No. of Attachments:</b>	3		
<b>Item:</b>	Consider Approving the Amended Loan Terms For The \$400,000 Housing Rehabilitation Loan For Reprise Associates LP – Amorice, LLC For Brooks Landing And Brook Gardens		

## Executive Director's Proposed Action:

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ WAIVE THE READING AND ADOPT RESOLUTION #2019 - APPROVING THE AMENDED LOAN TERMS FOR THE \$400,000 HOUSING REHABILITATION LOAN FOR REPRIS ASSOCIATES LIMITED PARTNERSHIP – AMORCE, LLC FOR BROOKS LANDING AND BROOK GARDENS

## Overview:

Reprise Associates Limited Partnership-Amorce I, LLC (Borrower), is requesting amendments to the terms of the \$400,000 housing rehabilitation loan they received from the Economic Development Authority (EDA) in 2016 to address critical needs at Brooks Landing and Brook Gardens in the Village Creek neighborhood. The developer's request is to remove the personal guaranty from the EDA approval, as it is not consistent with the tax creditor's requirements.

## Project Description:

Brooks landing located at 5825 74<sup>th</sup> Avenue North is a 110-unit, seven-story apartment building that consists of 99 one-bedroom and 11 two-bedroom units serving seniors and people with disabilities aged 62 and above. All of the units are covered by the Section 8 project-based HAP contract. The windows are original, and lack energy efficiency, as are most of the kitchen cabinets and counters. An inordinate amount of operating expenditures is directed towards heating, cooling and maintenance.

Brook Gardens located at 5550 69<sup>th</sup> Avenue North is a 60-unit development comprised of 26 two-bedroom units within an apartment building and 24 three-bedroom townhomes that serve low-income families. All of the units are covered by the Section 8 project-based HAP contract. After rehabilitation, eight units will serve families facing long term homelessness. This community features a large central courtyard with mature trees, green grass lawns, areas for children's play and outdoor enjoyment. Amenities include off-street parking with optional garage available, onsite laundry facilities and patio off the living areas. Unlike Brooks Landing that serves seniors and people with disabilities, Brook Gardens almost exclusively houses families with children, many of whom are new immigrants. In addition to addressing critical needs, the Borrower plans to enclose the outdoor stairwells, install stormwater management features and landscaping as well as increase outdoor lighting to enhance overall safety at the property.

The loan serves as one source in a project with just over \$30 million in total refinancing and re-habilitation costs. The project includes about \$47,500-per-unit in direct construction/rehabilitation expense. The Borrower constructed the apartment complex and townhomes in 1978 and each shows the signs of age and functional obsolescence. Both Brooks Landing and Brook Gardens serve low-income households and have received project-based Section 8 rental assistance since 1978. The proposed rehabilitation project will improve the structural livability and curb appeal while enhancing the property's market value.

Sources	Term Years	Interest	Total Amount	Amount Per Unit
Low Income Tax Credit Syndication Proceeds			\$8,076,525	\$47,509
Energy Rebates			\$3,000	\$18
First Mortgage	40	4.00%	\$14,122,000	\$83,071
City of Brooklyn Park / TIF	40	4.00%	\$400,000	\$2,353
MHFA Deferred Loan Request/ PARIF	40	0.00%	\$5,697,235	\$33,513
Hennepin County HOME/AHIF Grant			\$200,000	\$1,176
LOC-HUD Working Capital			\$706,100	\$4,154
Interim Income			\$500,000	\$2,941
Developer Fee		4.50%	\$752,146	\$4,424
<b>Total Permanent Financing</b>			<b>\$30,457,006</b>	<b>\$179,159</b>

### What are the Terms of the Loan Amount?

The \$400,000 loan approved by EDA in 2016 has a 4% interest rate to be re-paid in 7 years. The repayment of the approved loan will be secured by a subordinate lien mortgage on the property. The project pro forma shows enough cash flow to support necessary repayments on the EDA loan's proposed schedule. The Borrower will need to have all sources of funds to complete the rehabilitation in place prior to closing on the approved loan.

### Loan Terms

Loan Amount	\$400,000
Interest Rate	4%
Term (years)	40, but with a 7-year pre-payment requirement
Payments/year	2
Estimated Semi - annual Payment	\$33,321.92 (based on a 7-year amortization)
Repayment Start Date	04/01/2020
Repayment End Date	09/01/2027

- **What are the Proposed Changes to the Loan Terms?**

The primary substantive change between what was approved in 2016 and the current request is the removal of the personal guaranty from the loan. The tax credit investor is not comfortable with the loan being backed by the owner, rather than the borrower. Therefore, the Developer is asking the EDA to remove this guaranty from the EDA loan provisions.

- **What is the Additional Risk to the EDA?**

The proposed loan would be a mortgage subordinate to the project's primary financing. The semi-annual payments to the EDA would be made from available surplus cash flow after debt service and mortgage insurance premium related to the first mortgage, as well as a Syndication Proceeds to project. The project's pro forma projections show healthy cash flow to support payments on both the primary loan and the approved EDA loan. Both Brooks Landing and Brook Gardens have stable cash flow revenues. The rehabilitation will have minimal impact to cash flow because each unit will go through construction without displacing the property's residents. Repayment will only be at risk if those projections do not hold up or if an unusual or unanticipated event occurs.

**Budgetary/Fiscal Issues:**

The approved loan will use EDA Housing Set-Aside funds in the amount of \$400,000. It is estimated that the loan will be fully repaid together with interest by September 1, 2026. EDA Housing Set-Aside funding maintains and preserves the existing housing stock as well as provides housing opportunities to low- and moderate-income households. These housing set-aside funds are restricted and may only be used for qualified housing purposes. This project meets the definition of qualified housing.

- **What are the next steps?**

If the EDA Commissioners approve the proposed changes to the loan terms and authorize the Executive Director of the EDA to execute the development agreement, the developer anticipates finalizing closing of the primary mortgage loan on August 31 and beginning construction in September 2019. The redevelopment of the 170 units is expected to take up to 2 years. Resident engagement in partnership with Metro Blooms, ACER and the City of Brooklyn Park staff will be part of the rehabilitation project process.

**Recommendation:**

The Executive Director of the Economic Development Authority recommends approval.

**Attachments:**

- 6.4 A Resolution
- 6.4 B Brook Gardens Project Map
- 6.4 C Brooks Landing Project Map

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019-

APPROVING THE AMENDED LOAN TERMS FOR THE \$400,000  
HOUSING REHABILITATION LOAN FOR REPRIS ASSOCIATES  
LIMITED PARTNERSHIP – AMORCE, LLC FOR BROOKS LANDING  
AND BROOK GARDENS

WHEREAS, the Brooklyn Park Economic Development Authority, a public body corporate and politic (the “EDA”) has reviewed a request from Amorcel Limited Partnership, Inc. (the “Borrower”) for a loan in the amount of \$400,000.00 (the “Loan”) to finance a portion of the costs of rehabilitating 170 existing rental housing units at two affordable housing developments, known as Brooks Landing located at 5825 74<sup>th</sup> Avenue North and Brook Gardens located at 5550 69<sup>th</sup> Avenue North (collectively, the “Project”); and

WHEREAS, the EDA and the City of Brooklyn Park, Minnesota (the “City”) have undertaken a program to promote economic development, promote the development and redevelopment of land which is underutilized within the City, and have created a development district known as Development District No. 1 (the “Development District”) in the City, pursuant to Minnesota Statutes, Sections 469.124 to 469.133 (the “Municipal Development Act”) and the Project is located in the Development District and qualifies for the use of the EDA’s Housing Set-Aside Funds; and

WHEREAS, the Loan will be made to the Borrower in accordance with the terms set forth in a certain Loan Agreement between the Borrower and the EDA (the “Loan Agreement”) and the Borrower’s obligations to repay the Loan will be evidenced by a Promissory Note (the “Note”) and will be secured by a subordinate lien Mortgage on the Project property (the “Mortgage” and, together with the Loan Agreement and the Note, the “Loan Documents”); and

WHEREAS, the EDA has determined that it is reasonable and necessary to provide certain the Loan to the Borrower in connection with the completion of the Project; and

NOW, THEREFORE, BE IT RESOLVED BY the Board of Commissioners (the “Board”) of the Brooklyn Park Economic Development Authority as follows:

1. The EDA hereby approves making the Loan to the Borrower in accordance with the Terms of the Loan Documents and approves the Loan Documents, in substantially the forms presented to the Board, together with any related documents necessary in connection therewith, including without limitation all documents or certifications referenced in or attached to the Loan Documents and hereby authorizes the Executive Director to execute the Development Documents on behalf of the EDA, and to carry out, on behalf of the EDA, the EDA’s obligations thereunder when all conditions precedent thereto have been satisfied.
2. The approval hereby given to the Loan Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the officers authorized herein to execute said documents prior to their execution; and

said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officers of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Loan Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the authorized officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of legal counsel to the EDA, may act in their behalf.

3. The authority to approve, execute and deliver future amendments to the Loan Documents and consents required under the Loan Documents is hereby delegated to the Executive Director, subject to the following conditions: (a) such amendments or consents do not materially adversely affect the interests of the EDA; (b) such amendments or consents do not contravene or violate any policy of the EDA, or applicable provision of law; and (c) such amendments or consents are acceptable in form and substance to the counsel retained by the EDA to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Executive Director shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Executive Director any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the EDA authorized to act in his or her place and stead.

Map Scale = 1: 1,313



Map Scale = 1: 656



**MEMORANDUM**

**DATE:** August 19, 2019  
**TO:** EDA Commissioners  
**FROM:** Kim Berggren, Executive Director  
**SUBJECT:** Status Update

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**BUSINESS AND WORKFORCE DEVELOPMENT****Malark Business Visit**

On July 16, Daniela Lorenz visited with employees at Malark Logistics located at 9100 85<sup>th</sup> Ave N. Malark has been in Brooklyn Park for more than 20 years where they work with a variety of industries to assist with their shipping, logistics, and warehousing needs. Malark employs almost 60 people with plans to continue growing. The Malark visit was the first pilot of the new and improved Business Retention and Expansion (BR&E) program that staff is planning to formally roll out this fall.

**Worker Ownership Initiative Workshop**

On July 15, Kim Berggren, Breanne Rothstein, and Daniela Lorenz attended a Worker Ownership Initiative (WOI) stakeholder workshop hosted at Diversified Plastics, Inc's facility located at 8617 Xylon Ct. Representatives from Design Ready Controls and Diversified Plastics also attended. The purpose of the meeting was to get preliminary feedback on how Nexus and its partners would market the idea of worker ownership models as a form of succession planning for business owners. Attendees also heard how Diversified Plastics switched from owner to employee owned which was a helpful case study to understand the amount of time needed to convert their businesses. Nexus and its partners are continuing to have stakeholder meetings to fine tune their marketing materials which will include flyers, digital advertising, and a website. Staff will continue to be involved in this work and will share updates and future event dates as they learn of them.

**Open to Business 6-Month Report**

Open to Business, the technical support service for businesses through the Metropolitan Consortium of Community Developers (MCCD) released its data from clients served so far this year. 14 of the 28 businesses or entrepreneurs served so far this year have been in Brooklyn Park. Of those 14, most were looking for assistance with their business plans or seeking new financing options for their business.

Open to Business is physically housed in Brooklyn Park on the fourth Tuesday of every month and available by phone or appointment at any time. The service can help businesses and entrepreneurs access financing options, create business plans, create marketing materials, and more.

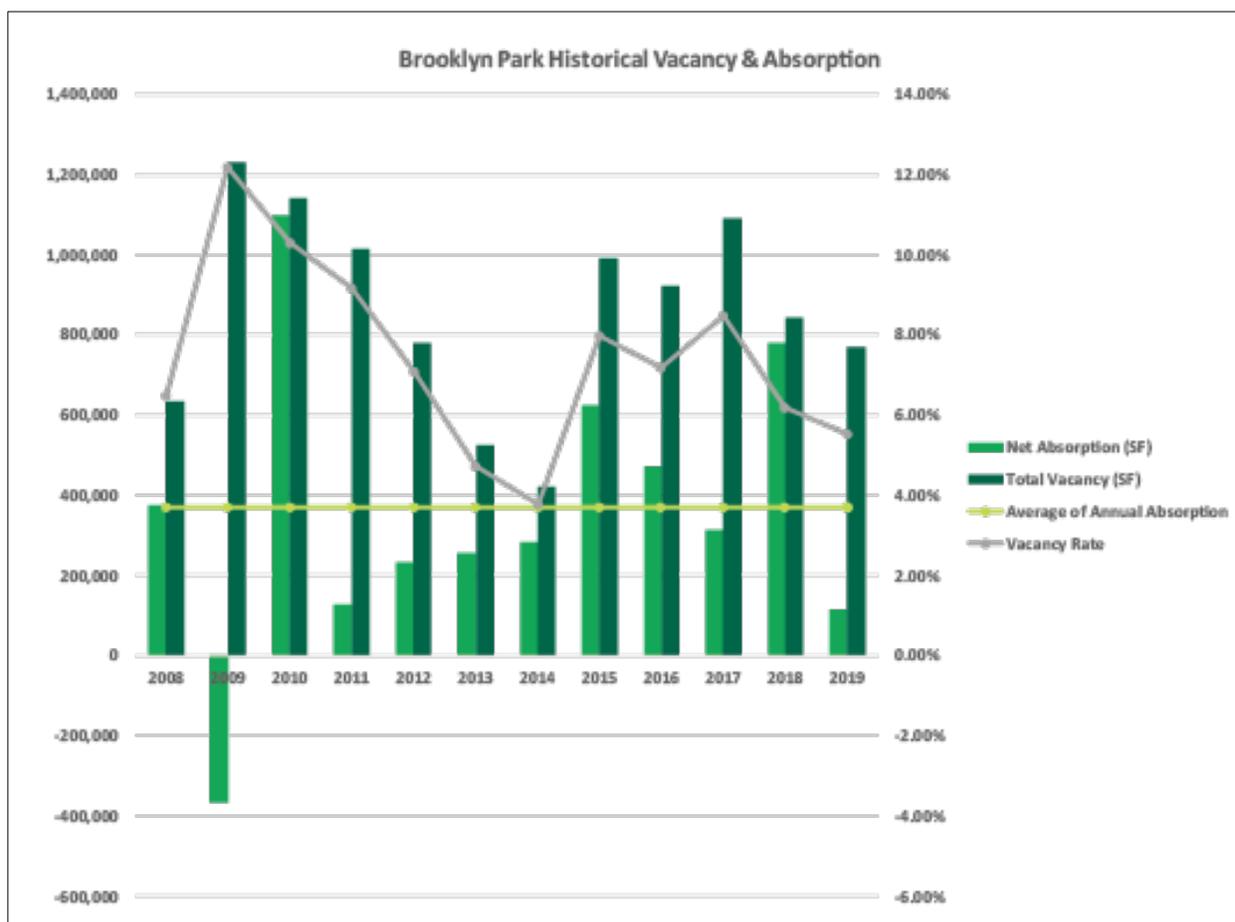
**HSIO Technologies Takes Advantage of SAC/WAC Reduction Program**

HSIO Technologies, a small engineering and manufacturing company that specializes in the creation of specialized electronics systems, is moving from its facility in Maple Grove to 7415 Boone Ave. The move was made in order to expand productions and make some more room for employees. As part of the move, the company was assessed a sewer availability charge (SAC) from the Met Council and a Water Access Charge (WAC) by the City. HSIO is a small company

owned by individuals from Rogers, Maple Grove, and Minneapolis, qualifying them to receive a SAC and WAC reduction per the program that was passed in 2019. HSIO was awarded 3 SAC and 1.5 WAC. This award was provided administratively per the new SAC/WAC SAC/WAC Reduction Program guidelines. The total financial benefit to the business is a reduction in SAC/WAC of \$10,830.

### CBRE Spotlights Brooklyn Park

In its monthly newsletter, commercial real estate firm CBRE highlighted Brooklyn Park’s industrial economy. According to CBRE, Brooklyn Park has increased its industrial base by 25% in the past five years making it one of the most active communities in the market. The additions of companies like Biomerics, Design Ready Controls, Protolabs, Rust-o-leum, and more have added to the 14 million square feet of industrial businesses that make up about 20% of the employment in Brooklyn Park. Brooklyn Park also continues to see decreases in vacancy rates as illustrated in the chart below. Employers continue to signal to staff that availability of land, proximity to future Blue Line Extension LRT, diverse population, and access to major highways are all reasons Brooklyn Park continues to be an attractive place to locate.



### OTHER

#### Restaurant Week

Staff from the Communications and Economic Development & Housing divisions are working together to launch Brooklyn Park’s first ever Restaurant Week from September 9-13, 2019. Cajun Deli, El Rancho Mexican Restaurant, Fat Nat’s Eggs, Milah’s Royal Bistro and Mi-Sant Banh Mi Co are 5 locally owned, independent restaurants that staff will highlight to showcase the unique and vibrant character of Brooklyn Park’s food scene. Staff will create short videos and articles highlighting each restaurant and include exciting social media giveaways to boost public

engagement. The Brooklyn is also coordinating a parallel campaign featuring a different recipe each day.

### **BrookLynk Gala**

BrookLynk's annual celebration of interns and their families will take place on Sunday, August 18<sup>th</sup>, from 4-6pm at the Community Activity Center. The catered dinner event will include student performances and awards for interns, supervisors, and community partners. This year also marks BrookLynk's 5-year anniversary and will include a commemoration of the past 5 years and a vision for the program's future.

### **Housing Preservation Workgroup**

Kim Berggren and Erika Byrd attended the Urban Land Institute's Regional Housing Preservation Work Group meeting on July 23. The purpose of the group is to convene staff from cities across the region to discuss various affordable housing preservation updates and policies. The discussion focused on eviction, local 4d tax programs, accessory dwelling units, and various preservation program updates.

### **Greater MSP Business Investment Summit**

On Monday August 5, Daniela Lorenz attended the 2<sup>nd</sup> Annual Business Investment Summit hosted by Greater MSP. The all day event brought together economic development professionals from across the region together to learn about how to work together to continue growing Minnesota's business community. The day focused on understanding the advantages the Minneapolis-Saint Paul region has when competing against other states for business investment and how to show a unified front when responding to requests for information.

### **Economic Development Finance Professional Courses**

Erika Byrd and Daniela Lorenz spent the week of August 12- August 16 at a training hosted by the National Development Council (NDC) that is part of the series to become Economic Development Finance Professionals (EDFP). The first course covers the financial skills required to be a successful economic development professional including economic development financing overview, business credit analysis, fixed asset financing, real estate financing, and different programs. This is the first of four classes. Once complete, Erika and Daniela will be recognized as EDFP certified by NDC.

### **METRO Blue Line Extension (Bottineau LRT) Update**

Metropolitan Council chair Nora Slawik convened a meeting of the METRO Blue Line Extension Corridor Management Committee on July 16, 2019 in Brooklyn Park. Chair Slawik reiterated the Metropolitan Council's commitment to the project and stakeholders expressed the need to get the project underway.



Bottineau corridor cities presented on key projects and initiatives occurring in anticipation of the line.

Mayor Jeff Lunde and Council Member Lisa Jacobson attended along with a wide variety of community stakeholders and numerous city and state elected officials.



Agendas and previous meeting presentations can be found at:

<http://www.metrocouncil.org/Transportation/Projects/Current-Projects/METRO-Blue-Line-Extension/Committees.aspx>.

## Hennepin County Beyond the Rails Work

- Bottineau wayfinding: Wayfinding project for the Bottineau corridor is underway. The consultant team led by SRF is finalizing the community engagement plan. The project team includes representatives from Hennepin County, each Bottineau city, the Blue Line Coalition, and BPO.
- Bottineau Marketing & Branding: Neka Creative have been meeting with stakeholders, city and county staff, and community groups to inform development of an engagement plan. They have submitted an initial draft of the engagement plan and will be revising and implementing in consultation with the Branding steering committee and other stakeholders in the coming weeks. As part of the brand development they will also be evaluating the name Bottineau with key stakeholders and community leaders by the end of August. Neka Creative are coordinating work with the wayfinding consultant and intend to do the same with the vision plan RFP work. In the coming weeks, Neka Creative will be convening brand workshop events and attending several Cultivate and other community events to gather input on brand development.
- Cultivate Bottineau: 22 projects by 49 local artists are in progress. Projects include performance and interactive arts activities at events, murals, mobile arts tools, and artist-designed public space furnishings. To date, artists have mounted projects at Tater Daze in Brooklyn Park, Whiz Bang Days in Robbinsdale, and Market in the Valley Family Day in Golden Valley and generated positive [media attention](#). In August and September, Cultivate Artists will be presenting at more events and unveiling projects in Brooklyn Park, North Minneapolis, Crystal, Robbinsdale, and Golden Valley. See attached flyer for events. For more details go to: <https://springboardforthearts.org/cultivate/>
- Bottineau Vision Plan: Hennepin County has issued an RFP for the development of a work product that is an interactive PDF that combines aerial imagery, graphics, and commercial market data to market developable land along the corridor to site selectors. This work is funded through the FTA grant and Greater MSP.

### Connect Blue Line Now! Communication Coalition

The Connect Blue Line Now! Coalition is an ongoing collaboration effort around the METRO Blue Line Extension. The coalition includes elected representatives from cities along the future LRT route and other communities near the route. The goal of the coalition and campaign is to create a unified message about the benefits of the line to the Northwest suburbs.

<https://www.connectbluelinenow.com/>

### LRT News Items

Supporters Push for Bottineau Blue Line Light Rail Project

<http://www.startribune.com/supporters-push-for-bottineau-blue-line-light-rail-project/512849812/>

Attachment:

7.1A Cultivate Flyer



**Follow and tag:**  
@CultivateBLRT on Twitter  
@cultivatebottineau on Instagram

Cultivate Bottineau is a collaborative effort to engage local artists in activating spaces, building connections and promoting opportunity by celebrating the rich cultural diversity and creativity along the Bottineau Corridor where the planned Bottineau Light Rail Transit line will run.

**Join Cultivate Bottineau artists in interactive arts activities at community events near you this summer.**

**Market in the Valley Family Day | July 28, 9am-12pm**

7800 Golden Valley Rd, Golden Valley MN

Felting, Sign making, Braided Bracelets, Photo booth, Dancing and chalk art



**Harrison Neighborhood Association Community Celebrations**

**August 24, 1pm-4pm**

503 Irving Ave N, Minneapolis, MN

Portraits, photo booths, dancing, chalk art, Community visioning and painting

**Downtown Meet and Greet | September 9, 5PM-8PM**

Down town Robbinsdale

painting, photo projects, braided bracelets, community visioning,

African mask making, dancing

**Market in the Valley: Eat an Apple Day | September 15th 9-12**

7800 Golden Valley Rd, Golden Valley MN

Painting, Sign making, Dancing, Photo project, African mask making

**Street Art Festival | September 28, 10AM-1PM, Crystal**

Parking lot next to Egg House Cafe (6418 Bass Lake Rd, Crystal, MN)

Mural, Chalk art, Felting, photo booth, dancing, Sign making,

Community painting



## MEMORANDUM

**DATE:** August 15, 2019

**TO:** EDA Commissioners

**FROM:** Erika Byrd, Development Project Coordinator

**CC:** Kim Berggren, EDA Executive Director  
Breanne Rothstein, Economic Development and Housing Director

**SUBJECT:** Housing Update

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This memo provides an update to the Economic Development Authority (EDA) on several housing-related items. In addition to updating the EDA, this memo serves to keep interested stakeholders, such as City commissions and community groups informed of this work.

### **HOUSING POLICY UPDATES**

#### **Eviction and CURA Research Project**

On June 24, the EDA approved funding for the Center for Urban and Regional Affairs (CURA) at the University of Minnesota to conduct a year-long qualitative research project in Brooklyn Park to investigate the issues of eviction, housing stability, and renter quality of life. The research will involve interviews with tenants and landlords and will be developed in collaboration with a variety of stakeholders. EDA staff is currently working on a contract for services with CURA. The work is anticipated to begin in fall semester of 2019. Staff is also seeking other grant funds to support this work.

#### **Tenant Notification Policy**

Staff are working to finalize a Tenant Notification Ordinance and plan to bring a first reading of the ordinance to City Council on September 9. EDA commissioners indicated an interest in advancing a tenant protection and notice ordinance in 2019 after encouragement from members of the community. The purpose of such an ordinance is to improve communication practices when apartments sell or change ownership and to provide tenants with more time and resources if they are potentially facing displacement. Several other cities in the area have recently adopted similar ordinances.

#### **Strategic Plan for Affordable Apartments (NOAH Preservation Program)**

On July 15, the EDA approved establishing a Naturally Occurring Affordable Housing (NOAH) Preservation Program. The program has a goal of preserving and re-habilitating 500 units of existing market rate, affordable multifamily-rental housing by 2023. Under the NOAH program, the EDA could provide funding to developers and rental property owners for the acquisition and/or re-habilitation of Naturally Occurring Affordable Housing (NOAH) rental properties in Brooklyn Park. Staff are working on creating program information and communication materials.

This NOAH program grew out EDA work sessions in March and April of 2019. During these work sessions, the Commissioners discussed a number of EDA's strategic priorities. One priority that emerged around housing was the development of new programs to rehabilitate and preserve existing naturally occurring affordable housing in the city.

### **Fair Housing Policy**

Staff presented a Fair Housing Policy update at the August 12 City Council meeting. The City of Brooklyn Park passed the Policy at the May 13 City Council meeting with the condition that the policy be brought back to City Council within three months for review.

### **Estimated Timeline of Planned Housing Policy Work**

- August 12 – Update on Fair Housing Policy at City Council work session
- September 9 – Tenant Notification Ordinance at City Council for first reading

## **EDA SUPPORTED APARTMENT REHABILITATION PROJECTS**

### **Brooks Landing and Brook Gardens**

The rehabilitation of Brooks Landing and Brook Gardens is slated to begin later in 2019. The Minnesota Housing Finance Agency recently awarded funding in the amount of \$5.7 million toward the rehabilitation project. A \$400,000 rehabilitation loan from the EDA and \$15 million in Housing Revenue Bonds sponsored by the City of Brooklyn Park will be used in the project as well. All the apartment units are covered by Section 8 project-based Housing Assistance Payment contracts and will remain affordable after renovation.

Staff has been working this summer with ownership Boisclair Corporation to put in place a resident communication and engagement plan. On July 22, the owners hosted a community engagement meeting at the Brooks Landing community room. The purpose of the meeting was to provide a comprehensive update on the scheduled rehabilitation project and introduce the newly minted resident council and other project partners. The meeting was attended by over 75 residents from the community, City of Brooklyn Park staff, Metro Blooms officials, members of the Frerichs and Kaas construction team, as well as senior management from the Boisclair Corporation. Officials from ACER were absent with apologies.



During the meeting, Lori Boisclair, the Company President, provided a summary update of the planned rehabilitation project. She recognized the partners that are involved in the project and thanked the residents for having been patient as she worked hard to secure the \$15 million needed to cover the cost of the entire rehabilitation. Frerichs and Kaas construction crew walked the attendees through the scope of work and construction process and answered any questions from residents.

The scheduled work at Brooks Landing is going to be extensive, covering exterior and interior renovations. The scope will include new electrical and plumbing fixtures, new kitchen cabinets, countertops and sinks, new appliances and blinds, flooring and windows as well as new doors. The exterior work will include mill and overlay parking lot, new roofing and main door entrances as well as landscaping and storm water retrofitting. The renovated first floor of the Brooks Landing building will feature a new fitness room, an updated community room and a craft area as well as the installation of new security cameras and lighting. All the interior and exterior walls will get a fresh coat of painting. All the rehabilitation work will be done without displacing any of the current residents. The overall project is scheduled to begin this September through October 2020. Boisclair Corporation will be holding similar community meetings for residents at Brook Gardens on August 6 and 14.

### **Autumn Ridge Apartments**

Rehabilitation work continues at Autumn Ridge Apartments. Key fob and camera installation is currently in the process and expected to be complete by this September. In 2016, the EDA contributed a loan of \$1.2 million to assist Sherman Associates in the re-investment and rehabilitation of the property while maintaining long-term affordability. Earlier this year, the EDA approved an extension of the loan for Sherman Associates to complete additional rehabilitation upgrades that include the installation of the key fob system, security cameras and exterior lighting.

Phase II of a landscaping and stormwater retrofit project is also underway. The project partners including Sherman Associates, Autumn Ridge residents, African Career Education and Resource (ACER), City of Brooklyn Park, the Shingle Creek Watershed Management Commission, and Hennepin County held a kickoff event on June 19 and a picnic for residents on August 6.



### **OTHER HOUSING ACTIVITY**

#### **Huntington Place**

Huntington Place ownership has committed to investing millions in immediate physical investments as well as identifying a caretaker for each of their buildings. The City has been in communication with Huntington Place owners/managers about potential improvements (currently estimated at \$7.5 million) and strategies to reduce crime in the community. Currently, construction crews are at work at Huntington Place grinding and milling the old asphalt parking lots in preparation for new parking lots surfacing. Community members can get information about construction at <https://www.liveathp.com/improvements.aspx>.

#### **Rental Housing Cost Data from Minnesota Housing Partnership Report**

Minnesota Housing Partnership recently released Out of Reach Minnesota 2019. This report tracks the growing gap between wages and rent in Minnesota. Among the key findings is that six of the top ten most in-demand jobs in Minnesota pay less than is needed to afford a one-bedroom apartment. The report is available online at [www.mhponline.org/publications/out-of-reach/2019](http://www.mhponline.org/publications/out-of-reach/2019).

# City of Brooklyn Park EDA WORK SESSION

<b>Agenda Item No:</b>	8.1	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	Work Session	<b>Prepared By:</b>	Breanne Rothstein, Economic Development and Housing Director
<b>Resolution:</b>	N/A	<b>Presented By:</b>	Breanne Rothstein, Economic Development and Housing Director
<b>No. of Attachments:</b>	1		
<b>Item:</b>	Update on Opportunity Zone Projects in Brooklyn Park		

## Overview:

In March, the EDA directed staff to work on 5 specific strategic actions for 2019. One of these actions was to leverage the Opportunity Zone designation for the Village Creek area of the city and bring projects forward that could take advantage of this equity funding source. Several development groups have expressed interest in the EDA-owned land along Brooklyn Boulevard. The purpose of this report is to summarize this interest and provide the EDA an opportunity to provide feedback on each project as staff advances discussions with the development community.

### Site #1 – 7516 Brooklyn Boulevard (former Burger King site)

Earlier on the agenda, the EDA considered entering into a development agreement and purchase agreement with Christina's childcare to construct a 9,000 square foot affordable childcare center on the property. This property is NOT proposing to take advantage of Opportunity Zone equity because it is an owner/operator building and will not generate operating income for investors.

### Site #2 – 7621 Brooklyn Boulevard (NW Welcome Site)

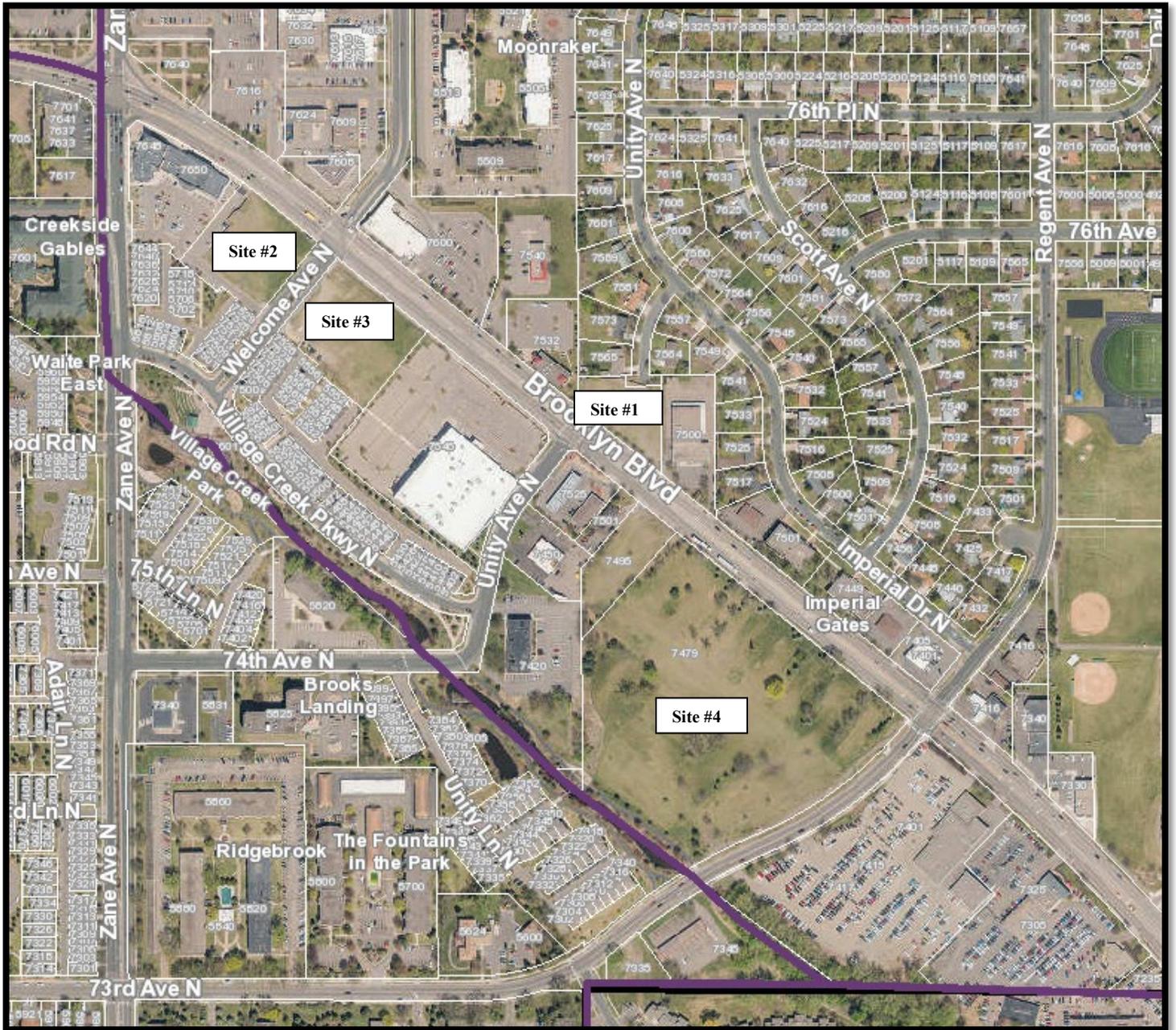
For several months, the EDA has been discussing potential development on this parcel with Devean George. EDA and Planning Commission members took a tour of the developer's other project in north Minneapolis and the city received a Met Council LCDA grant to advance the project. In March, a community meeting was held, and the developer is getting closer to advancing the project. The proposed project includes one mixed-use building with 80 to 90 housing units and co-working/commercial kitchen space on the first floor. The EDA expects the developer to make a request for financial assistance but the specifics of the request have not been identified at this time. It is anticipated that this project WILL take advantage of Opportunity Zone equity, although the developer has not shared details.

### Site #3 – 7601 Brooklyn Boulevard (SE Welcome Site)

Roers is proposing a 150 unit, mixed income, mixed use apartment community on this site. In May, the EDA and Planning Commission toured Mezzo, a Roers project in Northeast Minneapolis. On this site, the first floor would include affordable retail/office space. A preliminary proforma is being evaluated and a term sheet will be presented to the EDA this fall. The developer is asking for public assistance in the form of TIF and a land write down. A community meeting was held August 13, 2019. This project is anticipated to take advantage of Opportunity Zone equity through internal capital gains from investors associated with the development company.

### Site #4 – 7479 Brooklyn Boulevard (Regent Site)

Johnny Opara, a local developer and resident of Brooklyn Park, has expressed interest in completing a horizontally mixed-use retail (possibly grocery) and senior housing development on a portion of the Regent Site. Staff is working with Opara to review a preliminary concept and pro forma and expects to bring a term sheet to EDA this fall for a portion of the site. Staff is also in discussions with how to plan for the development of the remainder of the site long-term. It is anticipated that this project would require EDA financial assistance and take advantage of Opportunity Zone investment funds.



# City of Brooklyn Park EDA WORK SESSION

<b>Agenda Item No:</b>	8.2	<b>Meeting Date:</b>	August 19, 2019
<b>Agenda Section:</b>	Work Session	<b>Prepared By:</b>	Jennifer Jordan, Senior Project Manager
<b>Resolution:</b>	N/A	<b>Presented By:</b>	Jennifer Jordan, Senior Project Manager
<b>No. of Attachments:</b>	1		
<b>Item:</b>	Discuss a Proposal from Roers Companies for the purchase of EDA-owned Land at 7601 Brooklyn Boulevard to Construct a 150-Unit Mixed-Use Development		

## Overview:

Roers Companies (“Developer”) seeks to purchase EDA-owned land at 7601 Brooklyn Boulevard to construct a 150-unit multifamily rental development with street-level commercial space. The property is in the Village Creek Redevelopment Area and is also located in an Opportunity Zone. EDA directed staff in April 2019 to bring forth projects that could capitalize on the Opportunity Zone designation, which provides federal tax benefits to support development projects in these areas.

## Background:

The City of Brooklyn Park began efforts to redevelop the Village Creek area with the adoption of The Village Master Plan/Shingle Creek Corridor Plan in March 2000. The plan encourages new housing development that provides a wide range of housing types and is compact, multilevel, and mixed-use. The proposed development parcel was originally part of the Village North Shopping Center parking lot. The EDA acquired the Village North Shopping Center in March 2003, cleared the site, and constructed roadway infrastructure to produce developable parcels. Since that time, the market has been slow to respond to new development in this area. The property is zoned Village Redevelopment which allows residential and retail with a conditional use permit.

## Primary Issues/Alternatives to Consider:

- What is being proposed at the property?**

The Developer proposes to construct a 150-unit multifamily rental housing community with 2,000 square feet of street-level commercial space. This development is subject to the City’s Mixed-Income Housing Policy. To meet the policy, the Developer agrees to provide 20 percent of the units (30 of 150) affordable to households at 60 percent of area median income verified annually. The total unit breakdown is as follows:

Unit Description	Unit Count	Rent
Studio	35	\$1,125
Studio – 60% of AMI	10	\$1,050
1 Bedroom	21	\$1,275
1 Bedroom – 60% of AMI	8	\$1,125
2 Bedroom	62	\$1,435
2 Bedroom – 60% of AMI	10	\$1,350
3 Bedroom	2	\$1,700
3 Bedroom – 60% of AMI	2	\$1,560
<b>TOTAL</b>	<b>150</b>	

- What is the initial financial request?**

Funding Assistance. The total development cost for the project is \$26,938,750. The Developer has identified a financial gap in the project of approximately \$3 million and has made an initial request for financial assistance to

the EDA. Staff and consultants are in the process of confirming the amount of this gap; however, it is clear at this time that some level of assistance will be needed to redevelop this property.

The property was acquired and cleared in 2003 and has not been generating taxes since that time. Once in operation, the new development will generate approximately \$400,000 in total annual taxes of which \$136,000 would be the City's share. A May 2019 appraisal identified the land value to be \$720,000.

Fees. The Developer will be required to pay usual and customary City fees and costs related to approvals needed for construction of the minimum improvements. The Developer will deposit \$10,000 with the Authority to pay the EDA's costs for financial advisors and legal counsel, in accordance with the EDA's Developer Fee Policy.

Community Outreach. The Developer will hold a community outreach meeting on the project August 28, 2019.

- **What are the budget implications?**

If the EDA wants to proceed, staff will move forward to negotiate financing using existing tax increment funding from the TIF #3 district. If the term sheet is approved, the 2019 budget for TIF #3 will be amended to provide for the expenditure from the district and for the anticipated revenue coming in as repayment on the loan or the project will be included in the 2020 budget.

- **What are the next steps?**

- Developer hosted community outreach meeting: August 28, 2019
- EDA considers term sheet: September 16, 2019
- EDA considers development agreement: October 21, 2019
- Planning Commission and City Council consider planning case: October 2019
  - Additional community outreach
- Construction begins: Winter/Spring 2020
- Construction completion: Fall 2020

**Attachments:**

8.2A LOCATION MAP

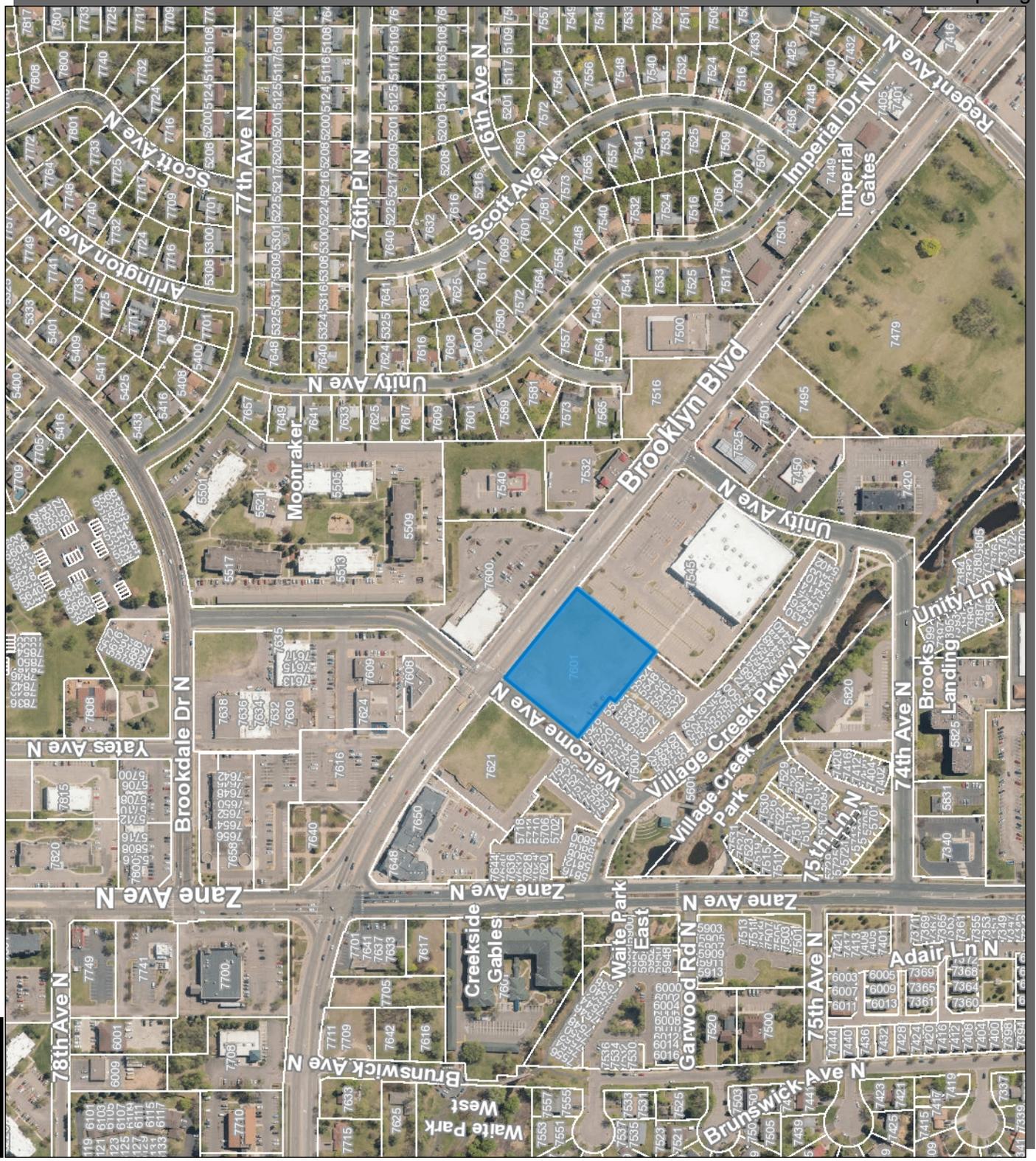


7601 Brooklynpark Boulevard

400 Feet

City of Brooklynpark

Map Scale = 1 : 4,794



This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details.