



Hennepin County Administration

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October 23, 2015

Mr. Jamie D. Verbrugge
Bloomington City Manager
1800 West Old Shakopee Road
Bloomington, MN 55431-3027

RE: Letter of Intent for Use of Property and Construction
City of Bloomington Civic Plaza

Dear Mr. Verbrugge:

This letter serves to confirm our discussions related to the use and construction on Bloomington city property for Hennepin County District Court courtrooms and supporting functions. Most recently our respective staffs have met to discuss this Letter of Intent (LOI) and its contents.

The following represents the general business terms for agreements Hennepin County to construct on and lease City property located at 1800 W. Old Shakopee Road. It is anticipated that this LOI will form the basis of a Lease and other agreements to be entered into between Hennepin County and the City of Bloomington. We look forward to working with the City on moving forward to the finalization and approval of a Lease.

Property: A land area of approximately 14,000 square feet, the location of which is generally shown on Exhibit A, attached hereto (“the Property”). The Property will be the site on which a district court facility, an expansion to the existing civic campus, will be constructed. The final configuration of the Property will be subject to a site and development plan to be prepared by Hennepin County and subject to approval of the City of Bloomington. Hennepin County, prior to the finalization of plans and specifications, shall have access to the Property for the purpose of conducting appropriate tests and inspections (environmental, soils, geotechnical, etc...).

Premises: A building of approximately 28,000 gross square feet (GSF) will be constructed as an expansion to the existing civic campus (“the Premises”). The Premises will be a two story building with the first floor providing 14,000 GSF with approximately 7,800 GSF for city operations and the remainder for Court operations and building support. The second floor provides 14,000 GSF with approximately 1,725 GSF for relocated City operations and the remainder for Court operations. Preliminary plans of the Premises are attached as Exhibit B.

Plans and specifications will be prepared under the supervision and direction of Hennepin County. As part of its responsibility, Hennepin County shall retain the services of an architect and other design professionals and consultants. Final plans and specifications are subject to the approval of the City of Bloomington. Any changes to approved plans and specifications are subject to the approval of the City of Bloomington.

A project oversight team shall be established with representation of Hennepin County and the City of Bloomington. The project oversight team will provide direction related to the planning, development and construction of the Premises, including site development features, design considerations and construction.

Project management and construction will be undertaken and administered by Hennepin County. The details of those responsibilities and obligations shall be set forth in an Exhibit to the Lease.

Hennepin County shall construct the Premises in compliance with all state and local building codes and ordinances including planning and development requirements of the City of Bloomington (a Development Agreement and development review process) and the Americans with Disabilities Act.

Hennepin County shall be responsible for the delivery of the Premises in accordance with base building plans and specifications (to be defined as part of the Lease). This includes the development of the site and all improvements. Any "infrastructure surprises" (consistent with the general intent of plans and specifications) incurred during the development or construction of the Property or Premises would be the responsibility of Hennepin County. However, if the "surprise" is due to the specific demands of either party, provision of excess servicing capacity or enhanced specifications to the space of either Hennepin County or the City of Bloomington, the party making the request shall be financially responsible for the request. A development/construction schedule shall be included as an Exhibit to the Lease.

Hennepin County and the City of Bloomington are each responsible for space improvement and associated costs (furniture, fixtures and equipment) for their respective floor areas. Hennepin County shall be responsible for the cost of relocating police department offices on the second floor, the construction and the fitting out of space and the moving of existing furniture to the new offices.

Parties to the Agreement: Hennepin County and the City of Bloomington.

Commencement: Upon completion and occupancy of the Premises.

Lease Term: Thirty years. Hennepin County shall have four consecutive 5-year options to renew the Lease by providing twelve months advanced written notice to the City of Bloomington.

Rental rate: There is no rental rate for the Property and Premises.

Operating Expenses: Hennepin County shall be responsible for its proportionate share of the operating costs of the Premises and its pro rata share of the ongoing maintenance (as incurred) of the Premises. The Lease shall contain a listing of all operating and maintenance costs and shall include an estimate of first year operating and maintenance costs. The City of Bloomington shall provide property management services to the Premises. For the purposes of this provision, operating costs include the provision of all utilities to Premises, operation and maintenance of the site infrastructure (grounds and parking lot), insurance, heating and cooling and daily janitorial services. Each party shall be responsible for the insurance of the contents of their respective spaces.

Parking: It is acknowledged that parking for Hennepin County employees, State of Minnesota employees and members of the public who use the Premises shall be made available from the existing surface parking lot of the civic campus. As a condition of the Lease the parties will jointly prepare a parking management plan for existing parking facilities and their use. The parties agree to prepare parking study within twelve months of the completion of construction and the use and occupancy of the Premises. Should the parking study identify a change to on-site parking needs, discussions will take place between Hennepin County and the City of Bloomington on future parking options (type of facility, location, size and cost sharing obligations). Up to five parking spaces on the surface parking lot on the south side of the Premises shall be reserved and designated for judges.

Signage: Subject to municipal codes, Hennepin County shall have the right to exterior building signage in a form and location to be agreed upon between Hennepin County and the City of Bloomington.

Access/Security: Hennepin County shall have 24 hours a day, 7 days a week, 52 weeks a year access to the Premises. The main building entrance will be controlled by a card-key access system and Hennepin County shall be provided the appropriate means of access. Judges shall be provided access to the Premises by way of the building access/entrance to be located on the south side of the Premises.

It is expressly understood that this is a non-binding Letter of Intent which will form the basis of a Lease to be prepared and negotiated.

Please advise me as to how the City wishes to proceed. We are available to answer any questions and provide any clarifications. We look forward to advancing this most exciting undertaking.

Sincerely,



David J. Hough
County Administrator

Accepted

_____ (date)

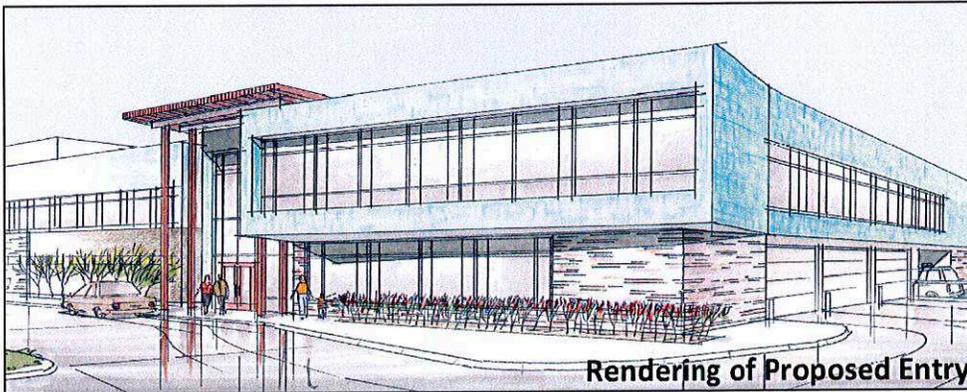
James D. Verbrugge
City Manager
City of Bloomington



June 2015



Bloomington Civic Plaza Building Courts Expansion



June 2015



Bloomington Civic Plaza Building

Building Statistics:

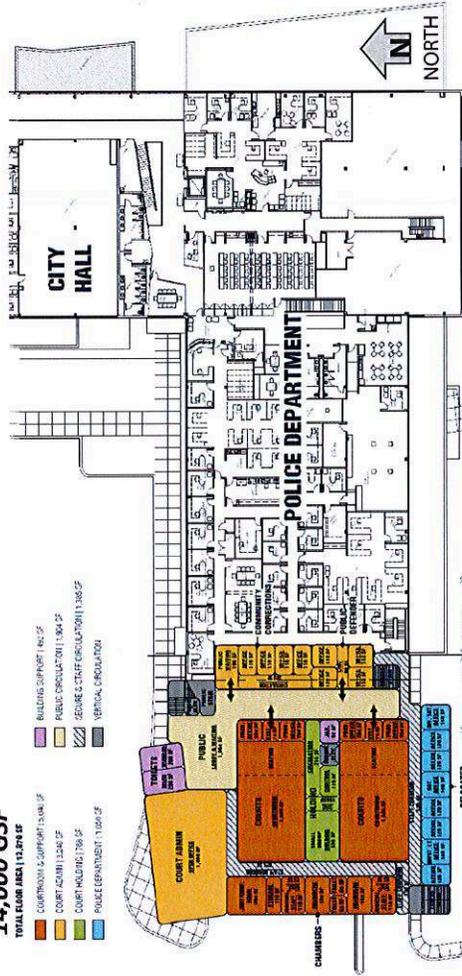
- 28,000 Gross SF – 2 Level Expansion

2nd Floor Expansion

14,000 GSF

TOTAL FLOOR AREA 15,496 SF

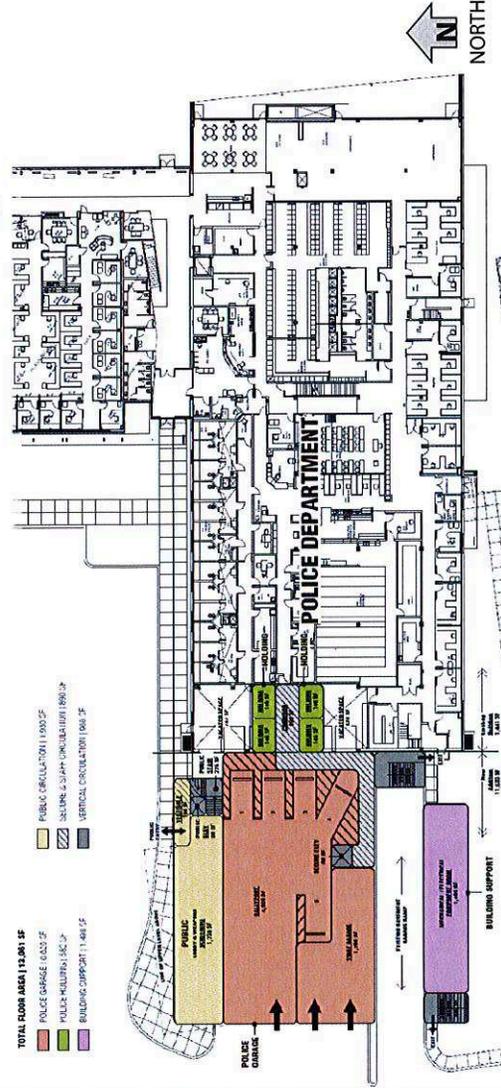
- COURTROOMS 1,900 SF
- COURT ADMINISTRATION 1,900 SF
- COURT HOLDING 800 SF
- PUBLIC CIRCULATION 1,900 SF
- BUILDING SUPPORT 1,400 SF
- POLICE DEPARTMENT 1,900 SF
- CHAMBERS 1,900 SF
- COMMUNITY CORRECTIONS 550 SF
- PUBLIC DEFENDER 850 SF
- PUBLIC LOBBY & CIRCULATION 3,900 SF
- SECURE & STAFF CIRCULATION 2,400 SF
- TOTAL 15,500



Main Level Expansion

14,000 GSF

- PUBLIC GARAGE 4,950 SF
- POLICE HOLDING 1,150 SF
- BUILDING SUPPORT 2,000 SF
- PUBLIC CIRCULATION 1,900 SF
- SECURE & STAFF CIRCULATION 1,900 SF
- TOTAL 15,500



Program Space Usage	GSF
Courts	
Courtrooms	3,800
Chambers	1,900
Court Administration	1,900
Community Corrections	550
Public Defender	850
Courtroom Holding	800
Public Lobby & Circulation	3,900
Secure & Staff Circulation	2,400
Total	15,500

City	GSF
Police Department	1,725
Police Garage	4,950
SWAT Garage	1,700
Police Holding	1,150
Total	9,525

Common	GSF
Building Support	2,000
Vertical Circulation	975
Total	2,975

Overall Total	28,000
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