

## DEVELOPMENT AGREEMENT

This Development Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and among the County of Hennepin (“**County**”) and the City of Bloomington (“**City**”). The County and City are collectively referred to herein as the “**Parties**”.

### RECITALS

Whereas, the County has proposed to the City to develop a land area of approximately 20,000 square feet, as depicted on the attached Exhibit 1 which is owned by the City of Bloomington and located at 1800 West Old Shakopee Road, Bloomington, Hennepin County, Minnesota, legally described as set forth in attached Exhibit 2 (“**Property**”).

Whereas, the County intends to construct, and the City agrees to the construction of a Court Facility on the existing Civic Plaza campus.

Whereas, the City intends to allow the County to utilize the existing excess parking capacity on the Civic Plaza campus, as long as such excess capacity exists and it is the goal of the Parties to have adequate available parking spaces to meet the on-going needs of the City and the County during the term of the Lease Agreement.

Whereas, it is the intent of the Parties that the City shall retain ownership of the Property and lease the Court Facility to the County on the terms and conditions set forth in the separate Lease Agreement attached hereto in substantially the form of Exhibit 4.

Whereas, it is the intent of the Parties that the operations of Civic Plaza as a police station and City hall will remain in continuous operation during the construction of the Court Facility with a minimum of disruption, which will be set forth in a Construction Management, Parking, Security and Access Plan that will be determined after final plans are approved by the Bloomington City Council.

Whereas, this Development Agreement sets forth the obligations of the Parties relative to the construction of the Court Facility and the maintenance and operation of the Property during the period commencing with placement of construction vehicles, materials or equipment on the Property and ending with the City’s delivery of a Certificate of Occupancy for the Court Facility.

NOW, THEREFORE, the Parties, in consideration of these recitals and the mutual obligations of the Parties in this Development Agreement, do, each of them, hereby covenant and agree as follows:

### AGREEMENT

#### SECTION 1. Definitions:

The Parties agree that, in addition to the defined terms in the Recitals, the following terms shall have the meanings given them below:

City means the City of Bloomington, a municipal corporation organized under the laws of Minnesota, with offices located at 1800 West Old Shakopee Road, Bloomington, Hennepin County, Minnesota 55431.

County means the County of Hennepin, a public body politic and corporate organized under the laws of the State of Minnesota, with offices located at A2303 Government Center, 300 South 6<sup>th</sup> Street, Minneapolis, Minnesota 55487-0233.

Court Facility means a building in which court is held serving the City of Bloomington, as well as other suburban communities and the Metropolitan Airports Commission, and providing such other levels of judicial service consistent with the needs of the Fourth Judicial District of the State of Minnesota as an expansion of the existing Civic Plaza campus on the Property and consisting of approximately 36,000 gross square feet (“GSF”), consisting of two stories and a 2,000 GSF mechanical penthouse for building support, as approved in the final construction plans, with the first floor providing approximately 17,000 GSF with approximately 9,290 GSF for City operations and the remainder for Court operations and building support. The second floor provides approximately 17,000 GSF for Court operations. The Schematic Design Report for the Court Facility are attached as Exhibit 3.

Closing means that process scheduled to occur concurrently with the signing of this Development Agreement and the commitment by the City of the Property for the construction of the Project. Closing also includes the Parties’ full execution of this Development Agreement and their receipt of all documents essential to the construction of the Project in fully executed form, including without limitation the following:

- A. Certified Survey of the Development Pad depicting the location of the Court Facility as built, certified to the City by a licensed surveyor.
- B. Specifications and Construction Plans, including architectural plans, approved site plan, design specifications, and landscaping plans as approved by the City, in substantially the form of Exhibit 3. The document should include, without limitation: site grading, storm water control and management, landscaping, walkways, lighting, and other public improvements serving the Project.
- C. Construction Contracts between the County and all of its contractors for the Project.
- D. Construction Management, Parking, Security and Access Plan as approved by the City’s director of Public Works and Chief of Police that include, without limitation: hours of operation, installation of safety fencing, construction signage, provisions for workers, pedestrian and motorist access and safety, securing the Civic Plaza against after hours and unauthorized access, erosion control, storage of construction vehicles, materials and equipment, construction workers’ parking and construction schedule, in substantially the form of Exhibit 5.
- E. Lease Agreement in substantially the form of Exhibit 4.

- F. Mechanics', Vendors', Laborers', and Material Suppliers' Lien Waivers in a format that has been approved by the City Attorney.
- G. Parking Development Agreement in substantially the form of Exhibit 5.

Commence Construction means the placement of any construction vehicles, materials or equipment or other personal property of the County on the Property.

Contractor means the contractor having a contractual relationship with the County for the construction and completion of the Project.

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

Development Pad means the land area of approximately 20,000 square feet, as depicted on the attached Exhibit 1 which is owned by the City of Bloomington and located on the Property.

Force Majeure means labor or material shortages, strikes, casualty loss, acts of God, failure of the City to timely issue a building permit or Certificate of Occupancy, failure of the City to perform its obligations under this Agreement or any other cause beyond the County's reasonable control.

Lease Agreement means that certain lease agreement between the City and County that sets forth the terms and conditions of the Parties' leasehold rights and responsibilities, in substantially the form of Exhibit 4.

Parking Development Agreement means that document executed by the Parties that requires the construction of a parking ramp on the Civic Plaza campus, or such other property mutually agreed upon by the Parties, at such time as the current parking capacity on the Property is exceeded, resulting in overflow on-street parking on a regular basis and as verified by a City conducted traffic and parking study, in substantially the form of Exhibit 5.

Project means the design, materials and construction of the Court Facility on the Property, placement of all necessary furnishings, fixtures and equipment for the proper functioning of the Court Facility, the connection to and modification of existing mechanical and electrical systems within other Civic Plaza spaces, physical improvements to portions of the Civic Plaza campus including landscaping, wayfinding signage for the Court Facility and walkways, and the installation of all necessary utilities for the Court Facility as set forth in the Schematic Design Report in Exhibit 3 ("Project").

## **SECTION 2. Relationship of this Development Agreement and the Lease Agreement**

A. This Development Agreement sets forth the obligations of the Parties relative to the construction of the Project, as well as the maintenance and operation of the Property during construction. Its terms become operative upon Closing. It supersedes all other agreements between and among the Parties to the extent of a conflict between the terms of this Development Agreement as to topics specifically addressed herein and the terms of other agreements. The Parties shall execute a Certificate of Completion terminating those portions of this Development

Agreement that have been satisfied upon the completion of the Project's construction and the issuance of a Certificate of Occupancy.

B. The Lease Agreement sets forth the terms and conditions of the Parties' leasehold rights and responsibilities. Under the terms of the Lease Agreement, the City will continue to hold the Development Pad in fee simple and the County will have the right to use and operate the Court Facility. Issues such as maintenance, security, insurance, utilities, operation, repair and replacement shall be addressed in the Lease Agreement.

### **SECTION 3. Development Property**

A. The City represents that the Property is free of mortgage or security interests and that it will consent to the recording of this Development Agreement and to the recording of the Lease Agreement with the Property.

B. The County acknowledges on behalf of itself that the City has not made and does not hereby make any representations or warranties as to the condition of the soils, environmental conditions or the buildings or structure on the Property or the fitness of the Property for construction of the Project. The County acknowledges that the assistance provided to the Project by the City under this Development Agreement, or any of the other agreements relating to this Project, does not imply any responsibility by the City for any contamination of the Property nor imposes any obligation on the City to participate in any cleanup of the Property. The Parties agree should contamination be discovered on the Property requiring clean up that the County will undertake all necessary remediation. The foregoing shall not be construed as limiting any Party's potential obligations under this Development Agreement.

C. The Parties agree to enter into the Parking Development Agreement in substantially the form of Exhibit 6.

D. The County agrees to provide the City with a Certified Survey of Development Pad prepared by a certified surveyor.

E. The County agrees to continue to use the design team that undertook the occupancy feasibility study that evaluated numerous options for carefully integrating the Court Facility with the Civic Plaza campus and that worked closely with the original architect. The County recognizes the desire of the City that the Court Facility expansion be consistent with the valued architectural character and aesthetic of the relatively recently designed Civic Plaza campus.

F. The County agrees not to Commence Construction of the Project on the Property unless or until Closing occurs and the City has approved its: 1) Schematic Design Report; 2) Construction Management, Parking, Security and Access Plan; and 3) Mechanics', Vendors', Laborers', and Material Suppliers' Lien Waivers. The City agrees not to unreasonably withhold its consent and approval thereof.

G. The City agrees to provide the County with the right to enter upon the Property, following reasonable notice to the City, as reasonably needed for the purpose of inspecting the

Property and constructing of the Project without any liability for civil trespass or business interruption.

#### **SECTION 4. Construction**

A. The County agrees that subject to all the terms of this Development Agreement it will enter into a contract with the Contractor to construct the Project on the Property and bear primary responsibility for the management of the construction of the Project. The County agrees that:

1. The Specifications and Construction Plans are substantially complete and have been provided to and approved by the Parties.

2. The Specifications and Construction Plans must require that all permanent above-ground encroachments be erected wholly within the boundary lines of the Development Pad.

3. No physical alterations, other than those in the approved Specifications and Construction Plans, shall be made without an approved amendment thereto. Modifications to Construction Plans shall be processed by change orders. All change orders shall be provided to the City's Director of Community Development for consideration prior to approval by the County. If the modifications are deemed by the Director of Community Development to be substantial, the modifications shall require prior approval of the City Council.

4. The Project will be constructed in conformance with the Specifications and Construction Plans as approved by the City, and all City Code and state law requirements, including but not limited to the City Zoning Code, State Building Code, and state and local licensing and permitting requirements.

5. The County or its Contractor will take out all required permits for construction of the Project with the appropriate City departments.

6. The design quality of the Project, architectural style, materials, and manner of construction must be such that, in the aggregate, the construction equals or exceeds the standard of quality of the current Civic Plaza buildings and landscaping.

7. It will enter into an agreement with the Contractor for the construction of the Project consistent with all of the terms and conditions set forth in this Development Agreement and the Certified Survey, Specifications and Construction Plans, Architect's Certificate, Construction Contracts, Construction Management, Parking, Security and Access Plans. The City shall not be a party to any contracts or proposals relating to the design, materials or construction of the Project and shall not assume any primary or secondary liability for payment under those contracts or proposals, in whole or in part. The County must specifically hold the City harmless and indemnify it for any and all claims arising out of those contracts.

8. It will under no circumstances allow any mechanic's, vendor's, laborer's or material supplier's statutory lien or other similar lien arising from the work, labor, services, equipment or materials supplied, or claimed to have been supplied to the County, or anyone claiming through the County, to be attached to the fee estate of the City; and if such a lien is filed the County must commence appropriate action at its sole cost to cause such lien to be paid, discharged, bonded or cleared from title.

9. It shall arrange for and pay for the cost of installation of all utilities, including fuel, gas, light, power, water, sewer, garbage disposal, telephone and other utilities required for the Project.

10. It will exercise all due care to not damage any property, real or personal, of the City in the construction of the Project and bear responsibility for repairing and covering the costs of any damage to City property caused by the construction on the Property.

11. It will exercise all due care to manage the construction of the Project in a manner that will not unduly interfere with the traffic, parking, access and operation of the Civic Plaza, including its Police Department and Arts Center.

12. Subject to *force majeure*, it will complete construction of the Project within 18 months of Commencing Construction.

B. The City agrees that it will not assert any claim against the County for damages to the Property or business interruption arising out of the construction of the Project, in the absence of negligence on the part of the County or Contractor or in the absence of a failure of the County to perform its duties in conformance with this Development Agreement, as well as its Closing agreements.

C. The County agrees to require the Contractor to at all times during the term of this Development Agreement to:

1. Take out all required permits for construction of the Project with appropriate City departments, including but not limited to Buildings and Inspections, and to facilitate all required inspections by the City or the State.

2. Construct the Project in a manner that is consistent with all of the terms and conditions set forth in this Development Agreement and its ancillary documents and agreements, including without limitation: the Certified Survey, Specifications and Construction Plans, Architect's Certificate, Construction Contracts, Construction Management, Parking, Security and Access Plans.

3. Facilitate access to the construction site by City inspectors.

4. Exercise all due care to not damage any property, real or personal, of the City in the construction of the Project.

5. Exercise all due care to avoid interference with the traffic, parking, access and operation of the Civic Plaza, including its Police Department and Arts Center.

D. Each Party specifically approves and consents to the construction of the Project in accordance with the plans and specifications referenced in this Development Agreement. Each Party agrees, to the extent of its respective obligations and authority, to coordinate and cooperate in the construction of the Project. Nothing in this Development Agreement shall be deemed to modify the Closing Agreements. This Development Agreement and the Closing Agreements shall be interpreted to be consistent whenever possible. The commitments and obligations of the respective Parties set forth in this Section 4 to Commence Construction of the Project are specifically conditioned upon and subject to the Closing.

### **SECTION 5. Financing**

- A. The County agrees to provide all funding for the construction of the Project.
- B. In the event that the bids received by the County are in excess of the currently estimated construction costs it must either:
1. Bear all responsibility for those additional costs; or
  2. Make such modifications to its Specifications and Construction Plans so as to reduce the Project construction cost to be equal or less than the currently estimated cost of construction and obtain the City's approval of these modifications; or
  3. The County Board of Commissioners formally decide to not proceed with the Project.
- C. The City agrees to provide equity to the Project in the form of the Development Pad.
- D. The Parties agree that each of the above stated financing elements of the Project must be, in the reasonable judgment of the City, irrevocably committed at the time of the Closing.

### **SECTION 6. Insurance**

A. The County warrants that it is self-insured pursuant to Minnesota Statutes 466.04 and is able to comply with the indemnification and insurance coverage requirements in the foregoing statute. The County will cause contractors to provide and maintain at all times during the process of constructing the Project until the issuance of a Certificate of Occupancy for the Court Facility, an All Risk Broad Form Basis Insurance Policy and will furnish the City with proof of payment of premiums on policies covering the following:

1. Builder's risk insurance, written on the "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value

of the Court Facility during the process of construction, exclusive of footings, foundations and underground items. The interest of the City shall be protected in accordance with this clause in form and content normal for real estate development. This insurance, by its terms must continue until the issuance of a certificate of occupancy for the Court Facility and with coverage available in non-reporting form on the "Special Perils" form of policy.

2. Comprehensive general liability insurance of no less than \$5,000,000 (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance).

3. Workers' compensation insurance with statutory coverage.

The policies of insurance must be in form and content satisfactory to the City in its reasonable judgment, and shall be placed in financially sound and reputable insurers licensed to transact business in the State of Minnesota. The County shall cause to be provided, to the City evidence of such insurance, which must name the City as an additional insured.

B. The City and County, upon receipt of a copy of the Certificate of Completion for the Court Facility, shall bear such responsibilities to insure and maintain the Property as set forth in the Lease Agreement. The cost of insurance for the parking facilities, including any parking ramp built under the Parking Development Agreement, and landscaping shall be borne by the City.

## **SECTION 7. Events of Default and Remedies**

A. The following shall be "Events of Default" under this Development Agreement and the term "Event of Default" shall mean:

1. Failure by a Party to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Development Agreement, the Closing Agreements, or any covenant, condition or agreement imposed by the City as of the date of Closing.

2. If, before issuance of the Certificate of Completion for the Project, any Party does any of the following:

a. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law; or

b. make an assignment for benefit of its creditors; or

c. admit in writing its inability to pay its debts generally as they become due; or

d. be adjudicated as bankrupt or insolvent.

B. Whenever any Event of Default occurs, the non-defaulting party may exercise its rights after providing thirty (30) days written notice to the defaulting party of the Event of Default. If the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days and the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured as soon as reasonably possible, the non-defaulting party may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Development Agreement or Closing Agreements.

C. The City reserves the right to complete the Project in the event of a Default by the County that is not cured in accordance with subsection B, in addition to all of its other legal remedies. In the event that the City completes the Project it shall be entitled to full reimbursement of its costs from the County.

D. No remedy herein conferred upon or reserved to any Party 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 Development Agreement or Closing Agreements 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 City 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 Section.

E. In the event any agreement contained in this Development Agreement or Closing Agreements should be breached by any 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. Representations and Warranties**

A. The City makes the following representations:

1. The City is a home rule charter city duly organized and existing under the laws of Minnesota. Under the provisions of its charter, the City has the power to enter into this Development Agreement and carry out its obligations thereunder, as well as the Closing Agreements.

2. It shall promptly advise the County in writing of all litigation or claims likely to have a material adverse effect on any part of the Project and all written complaints and charges made by any governmental authority materially adversely affecting the Project which may delay or require changes thereto.

B. County represents and warrants that:

1. It is a public body politic and corporate organized under the laws of the State of Minnesota and has the legal authority to enter into this Development

Agreement and carry out its obligations thereunder, as well as the Closing Agreements.

2. Neither the execution and delivery of this Development Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment or compliance with the terms and conditions of this Development Agreement is prevented, limited by or conflicts with or results in a breach of the terms, conditions or provision of its corporate structures or any evidences of indebtedness, agreement or instrument of whatever nature to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing.

3. It shall promptly advise the City in writing of all litigation or claims likely to have a material adverse effect on any part of the Project and all written complaints and charges made by any governmental authority materially adversely affecting the Project which may delay or require changes thereto.

#### **SECTION 9. Indemnification**

The Parties shall defend, indemnify, and hold harmless each other and their respective officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from their (including its officials, agents or employees) performance of the duties set forth in this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death; or injury to, or destruction of, property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act, omission or willful misconduct of the indemnifying party (including its officials, agents or employees). Nothing herein, however, shall be deemed to prevent a party hereto from participating in the defense of any litigation by its own legal counsel at its sole cost and expense. Further, nothing herein shall be deemed a waiver of the immunities and limitations of liability set forth in Minnesota Statute Chapter 466 and other applicable law.

#### **SECTION 10. Miscellaneous Provisions**

A. This Development Agreement with the Closing Agreements, contain the entire agreement between the Parties with respect to the subject matter contained therein and supersedes all prior understandings and letters of intent, if any, with respect to the subject matter of this Development Agreement. The Parties do not intend to confer any benefit on any person, firm or corporation other than the Parties to this Development Agreement.

B. The rights and obligations of the Parties to this Development Agreement are contingent upon the successful conclusion of Closing. The Parties agree that if Closing fails to occur this Development Agreement is null and void. The term of this Development Agreement, shall expire and terminate upon successful completion of the obligations set forth herein and without lapse the Lease Agreement shall thereafter control the rights and obligations of the Parties to the completed Project.

C. This Development Agreement may not be altered or amended, and no right hereunder may be waived, except by a written instrument executed by the Parties (or, in the case of a waiver, by a written instrument executed by the party granting the waiver) or except as

otherwise provided in this Development Agreement. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of that agreement or provision or of any other agreement or provision contained in this Development Agreement. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

D. This Development Agreement may be executed in counterparts, each of which (or any combination of which, when signed by all of the Parties) shall be deemed an original, but all of which when taken together shall constitute one agreement.

E. All Exhibits referred to in and attached to this Development Agreement on execution are incorporated in and form a part hereof as if fully set forth herein.

F. This Development Agreement may be amended, in writing, as the Parties may mutually agree. All such additional documents affecting the development and use of the Property shall be kept on file as a public record by the City of Bloomington.

G. This Development Agreement is not assignable or transferable.

H. If any provision or term of this Development Agreement is for any reason declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining provisions. The remaining provisions shall remain in full force and effect as if this Development Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the Parties that they would have executed the remaining portions of this Development Agreement without including any such part or portion which may be hereafter declared invalid.

I. Each person executing this Development Agreement on behalf of a Party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Development Agreement and to bind such Party with respect to all of its obligations hereunder.

J. Nothing in this Development Agreement shall be deemed to constitute a waiver by either Party of any statutory limitations on liability, statutory or common law immunities or any defenses that would otherwise be available to it in claims by third parties.

K. This Development Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of law, except to the extent preempted by federal law, and each Party recognizes and agrees that any suits or administrative actions brought against the Party relating to their obligations and duties under this Development Agreement, or the Closing Agreements, shall be governed by the Laws of the State of Minnesota and venued in the state or federal courts serving the State of Minnesota and each Party consents to the personal and subject matter jurisdiction of the these courts and agrees to accept legal process in the manner set forth in this Development Agreement.

L. Except as otherwise provided herein, in addition to the acts and things recited herein and contemplated to be performed, executed and/or delivered, the Parties hereby agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all

such further acts, things and assurances as the case may be, that may reasonably be required to consummate the transactions contemplated hereunder.

M. A notice, demand or other communication under this Development Agreement by any party to another party shall be sufficiently given or delivered if it is sent by registered or certified mail, prepaid, return receipt requested, or delivered personally; and

1. In the case of the City is addressed to or delivered personally to City Manager and City Attorney, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431.

2. In the case of the County is addressed to or delivered personally to Manager, Land Management Division, Suite 400, 701 Fourth Avenue South, Minneapolis, MN 55415-1843 and Director, Facility Services, A2208 Government Center, Suite 300, South Sixth Street, Minneapolis, MN 55487.

With a copy to: Hennepin County Attorney, A-2000 Government Center, 300 South Sixth Street, Minneapolis, MN 55487.

N. In the event of a dispute between the Parties arising out of this Agreement, representatives of each Party shall meet and discuss a mutually agreeable resolution of the dispute in a timely manner. Should either Party declare an impasse in the dispute resolution process, the Parties agree that the matter will be promptly presented to the Minnesota Office of Administrative Hearings for mediation. Each Party hereto agrees to cooperate and actively participate in the mediation process with the costs being shared equally. Each Party to the mediation shall be responsible for its own costs and expenses, including attorney's fees.

*The remainder of this page is intentionally blank.*

Signature Page for Development Agreement

**CITY OF BLOOMINGTON**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Its City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
City Attorney

Signature Page for Development Agreement

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

**COUNTY OF HENNEPIN**

By: \_\_\_\_\_  
Chair of its County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant County Administrator  
Public Works

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Deputy/Clerk of the County Board

Date: \_\_\_\_\_

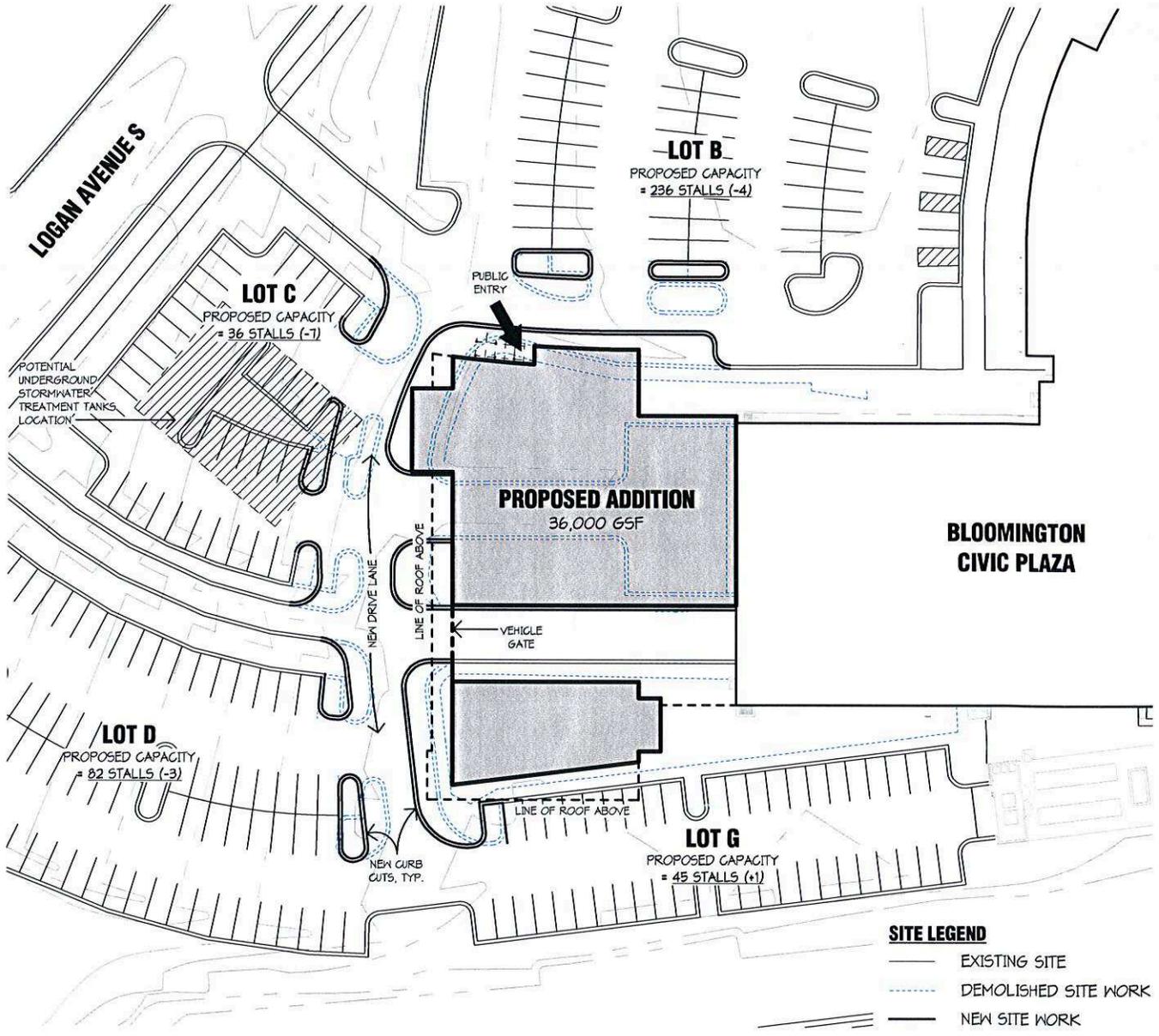
**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
Department Director, Community Works

Date: \_\_\_\_\_

# SCHEMATIC DESIGN

## D. Design Drawings



### SITE PLAN

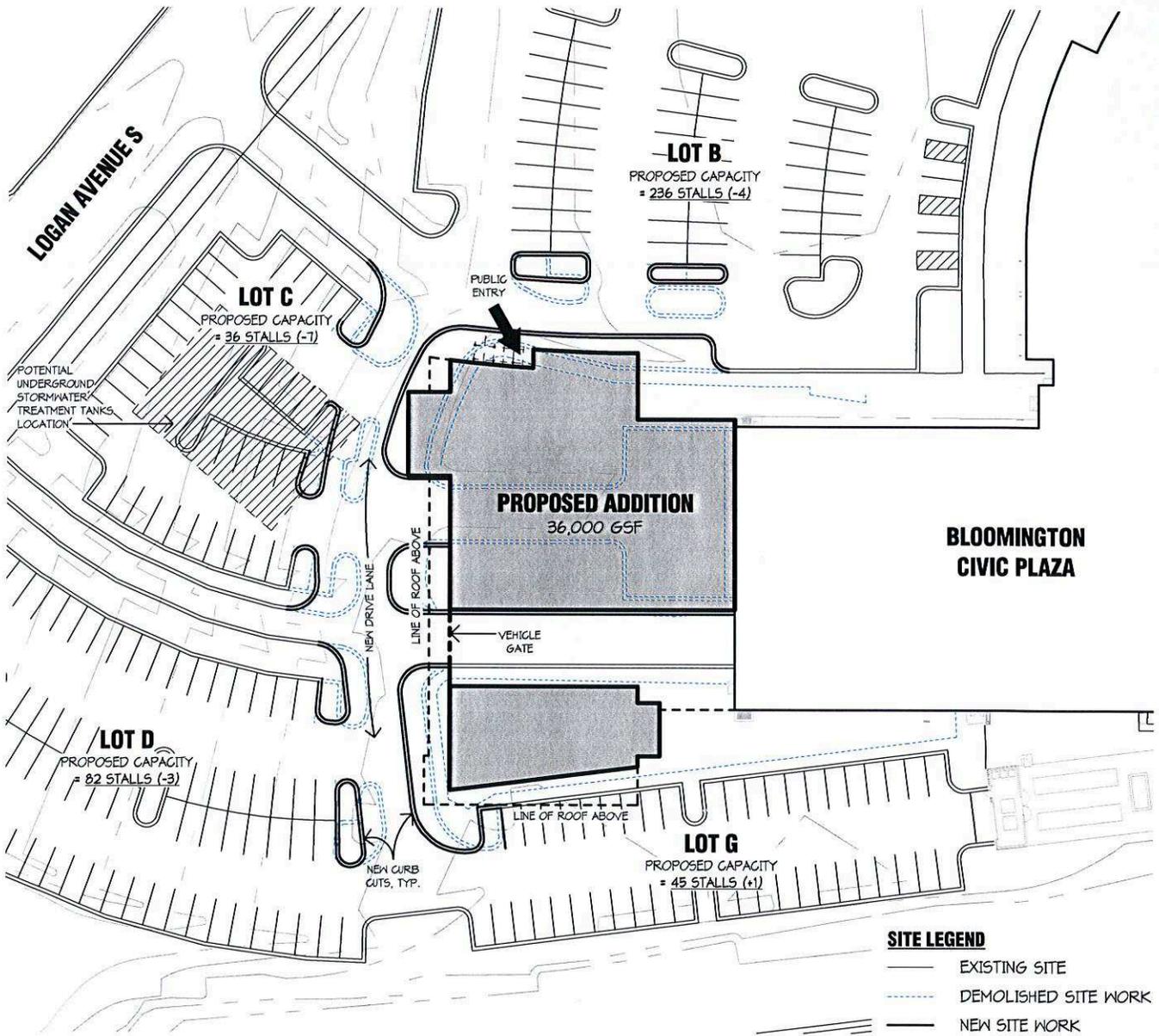


**EXHIBIT 1**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**DEPICTION**  
**OF**  
**DEVELOPMENT PAD**



# SCHEMATIC DESIGN

## D. Design Drawings



### SITE PLAN



**EXHIBIT 2  
TO  
DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Lot 1, Block 1, BLOOMINGTON CITY HALL ADDITION, Hennepin County Minnesota**



**EXHIBIT 3**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**SCHEMATIC DESIGN REPORT**





Exhibit 3



SKETCH RENDERING OF PROPOSED ADDITION

## **Hennepin County South Suburban Courts at Bloomington**

HC Project No. 1003286 - Southdale Courts Relocation

Schematic Design Report - Executive Summary  
August 16, 2016



332 Minnesota Street  
W2000  
Saint Paul, MN 55101

tel 651 227 7773





# Wold Architects and Engineers

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# SCHEMATIC DESIGN - Project Team

## A. Project Design Team



### Core Team

#### Minnesota 4<sup>th</sup> District Court:

Hon. Peter Cahill  
Hon. Patrick Robben  
Kate Fogarty  
Andrew Pieper  
Fred Hendrickson  
JoAnn Gracyasz

Chief Judge  
Judge  
District Court Administrator  
Deputy Court Administrator  
Criminal Division Senior Manager  
Court Manager, Admin Services

#### City Of Bloomington:

Gene Winstead  
Jamie Verbrugge  
Douglas Grout  
Jim Eiler

Mayor  
City Manager  
HRA Director  
Public Works

### Owner Representative

Hennepin County Property Services  
A-2208 Government Center  
Minneapolis, Minnesota 55487  
(612) 348-5252  
Brett Bauer  
Lee Anderson  
Jeffrey Houle

Division Manager - Planning and Project Development  
Facility Planner - Planning and Project Development  
Project Manager - Design and Construction

### Architect

Wold Architects and Engineers  
332 Minnesota Street W2000  
St. Paul, MN 55101  
Tel: 651.227.7773  
Joel Dunning, AIA, LEED AP  
Michael Cox, AIA  
Duane Kell, FAIA  
Andrew Dahlquist, LEED AP  
Peter Leahy

Principal in Charge  
Courts Planner  
Consulting Architect  
Project Manager  
Architectural Designer

### Mechanical / Electrical Engineers

Wold Architects and Engineers  
Kevin Marshall, P.E., LEED AP  
Pat Jansen, P.E., LEED AP  
Brad Johannsen, P.E.

Mechanical Engineer  
Mechanical Engineer  
Electrical Engineer

### Cost Estimator

Bill Wolters

Lead Estimator

## B. Project Overview

### 1. INTRODUCTION

The 4th Judicial District is the state's largest trial court, handling approximately 800,000 cases annually, while serving only Hennepin County – with Minneapolis as its largest city. District Court's criminal division handles cases at the Hennepin County Government Center (Division-1), Hennepin County Public Safety Facility (Division-1), and three suburban facilities located in Brooklyn Center (Brookdale/Division-2), Minnetonka (Ridgedale/Division-3), and Edina (Southdale/Division-4).

Following a facility alternatives study for the 4th Judicial District by Hennepin County in 2012, alternative operations for Southdale/Division-4 were sought. After considering the redistribution of Division-4 caseload into the other three Divisions, the concept of relocating Division-4 in its entirety to the site of Bloomington Civic Plaza was pursued. A feasibility study in 2014 determined that enough vacant space did not exist within the existing Civic Plaza facility, but that the collocation of both the Bloomington Police Department's existing holding facility and the 4th Judicial District court operations would prove beneficial to many court participants. The concept of a building addition to the southwest of the existing Police Department at the Civic Plaza was deemed feasible.

This report is the culmination of the Schematic Design phase of the facility addition. In this phase, many steps were taken:

- Project objectives were set by a Core Planning Group represented by the city, the county, and the courts,
- The space needs were validated by all users of the facility,
- Conceptual floor plans were developed to meet operational objectives,
- Exterior massing and design concepts were developed to meet objectives,
- The capacity of on-site utility, mechanical and electrical infrastructure was calculated,
- Operational agreements were framed, and
- Construction and project costs were estimated.

Representatives of the City of Bloomington participated in the entire Schematic Design phase as a project major stakeholder.

### 2. PROJECT DESCRIPTION

The proposed facility addition to the existing City of Bloomington Civic Plaza will be a two story structure located to the southwest of the existing facility. This places the addition directly adjacent to the Bloomington Police Department's secure holding facility.

The two story, new addition will house operations for the 4th Judicial District's Division-4 on the second floor with two courtrooms and related chambers spaces, a court administration office space and public service counter, public defender office space, community corrections office space, flexible conference rooms to be used by court participants and public waiting space. A secure holding area operated by the Sheriff's Office Courts Division will house in-custody defendants and be the base of courthouse security for the Sheriff's Office.

The first floor of the new addition will contain the main public entry to the courts facing north towards the Civic Plaza's main public parking area. The north end of the first floor will include the weapon screening checkpoint and its supporting spaces as well as public toilets and vertical circulation to the second level. A major portion of the remainder of the first floor is dedicated to vehicular circulation. A portion of the facility's first floor is dedicated to maintaining the existing ramped access to the Bloomington Police Department's lower level garage. Another major portion is allocated to allowing law enforcement vehicles continued access into the existing police vehicle sallyport. This drive area will not only maintain the Bloomington Police access into their sallyport, but become the access point for Sheriff's Office transport vehicles and other law enforcement agencies to deliver in-custody defendants to court. In addition, the enclosed secure space is a means for Bloomington Police to escort their in-custodies to court. This connection between courts and police holding facilities allows each to serve as a back-up and excess capacity for the other.

## SCHEMATIC DESIGN - Project Overview

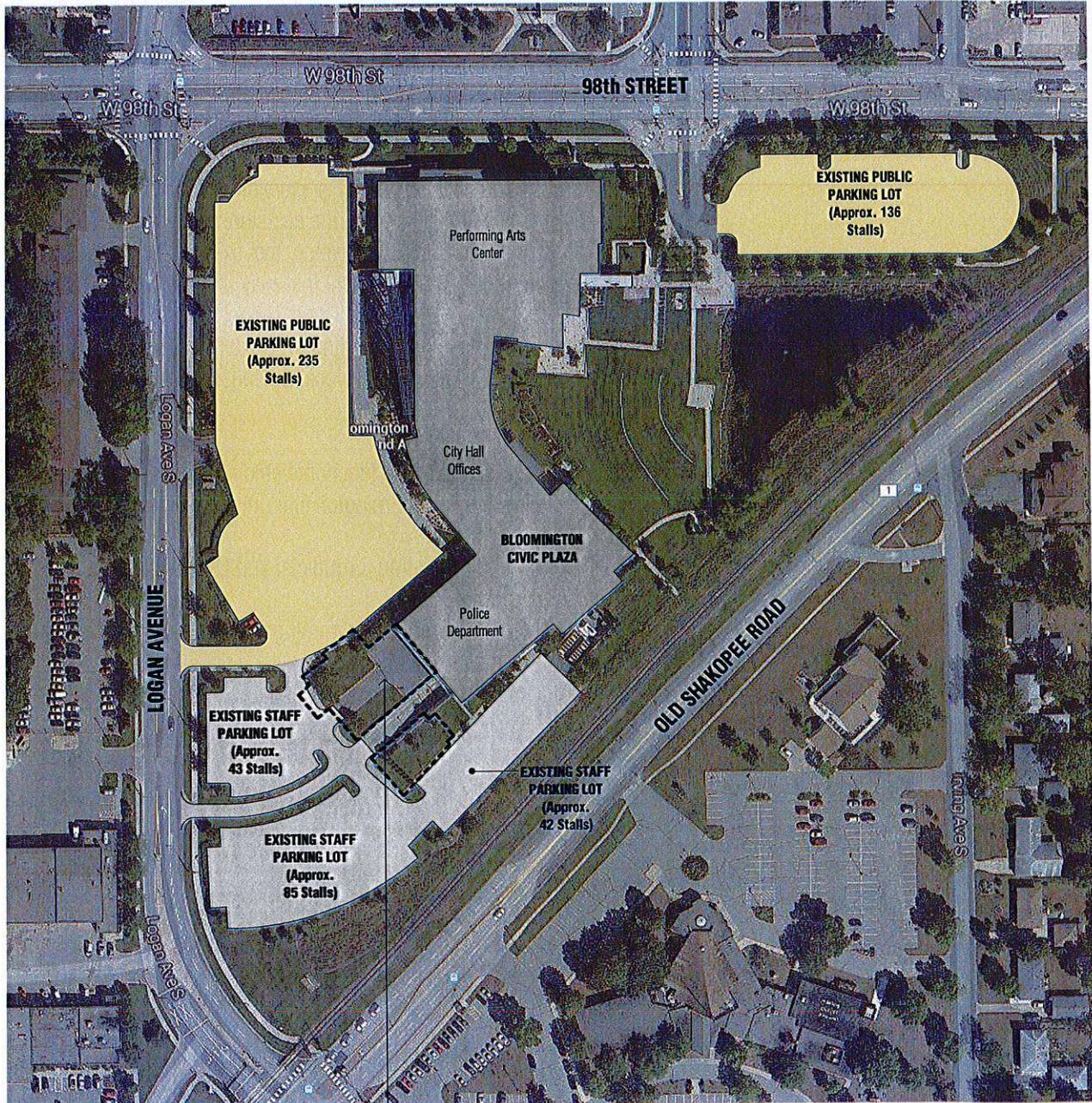
**3. PURPOSE & JUSTIFICATION** Facility maintenance improvements to Southdale were put on hold over the past several years as preservation / refurbishment feasibility and facility systems assessment studies were conducted. The studies produced a wide range of building system and equipment deficiencies. These included indications of eventual failure of the building exterior surface (EIFS), site drainage issues, mechanical and electrical systems that have exceeded their expected life, roofing issues, and a more recent discovery of insufficient water service to the property to meet fire sprinkler requirements.

Due to the overwhelming costs of facility preservation and refurbishment costs along with a variety of operational deficiencies, the decision was made to relocate the Courts and Service Center functions and redevelop the existing site anchored by a new library combined with private development that may include commercial, retail and/or housing. In order to continue to provide Court services to the southern portion of the County, relocation of Courts to the Bloomington Civic Plaza is an appealing location as it complies with all of the key planning relocation considerations:

- Convenient public access
- Justice system operational / functional efficiency
- Acceptable impacts to Bloomington site / municipal operations
- Ease of implementation
- Clear identity and separation for judicial and City functions
- Overall efficiency
- Provide secure connection for Bloomington Police detainee movement
- Providing three-zone security
- Acceptable implementation costs

# SCHEMATIC DESIGN - Project Overview

## 4. EXISTING SITE PLAN

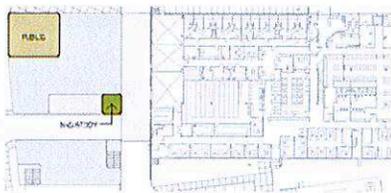


Proposed Courts  
Facility Site Footprint

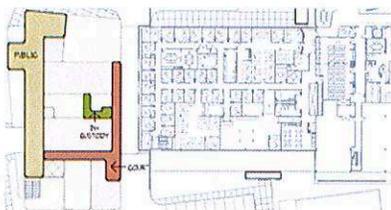
# SCHEMATIC DESIGN - Project Overview

## 5. GUIDING PRINCIPLES

- **Provide suitable facilities for South Suburban Courts Operations**
- **Implement necessary security provisions for Court Operations**
- **Provide clarity & identity for Court's presence at Civic Plaza**
- **Harmonize Court addition's visual character with Civic Plaza architecture**
- **Minimize disruption of Civic Plaza & City operations both during construction and long term**
- **Provide a model for Courts for future decades without losing the traditional feeling of courts.**
- **Deliver the project in a fiscally responsible manner**
- **Provide adequate parking for anticipated needs**



Proposed Main Level Floor Plan



Proposed Upper Level Floor Plan

### DESIGN SKETCH OF GUIDING PRINCIPLES ANALYSIS

A series of meetings with the Core Team and various Resource Teams were held beginning in December 2015 and concluding in April 2016 to discuss scope, program, function, and layout for the new addition.

Program discussions determined the massing concepts that were presented adequately met the space needs of each department including: number of conference room; spectator seating area size; number of interview rooms, staff work stations and private offices; the classification and required capacity of necessary holding cells; supporting space requirements and adjacencies.

With the help of the Core Group, guiding principles were established to help understand the need for the new Courts building:

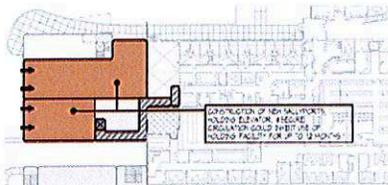
- **Provide suitable facilities for South Suburban Courts Operations**  
The addition should provide all current and forecasted necessary spaces to adequately provide Court operations for two court rooms on the same level and meet all necessary operational requirements.
- **Implement necessary security provisions for Court Operations**  
The addition should provide for the safety and security of the public, of the staff, and of the in-custody court participants by separating them at all possible points, implementing a weapon screening checkpoint and having a dedicated pathway for in-custody defendants into the courtroom.

# SCHEMATIC DESIGN - Project Overview

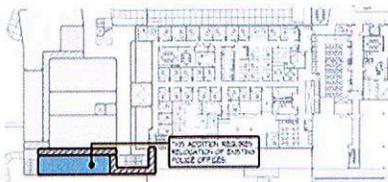
## 5. GUIDING PRINCIPLES

(Continued)

- **Provide clarity & identity for Court's presence at Civic Plaza**  
The addition should be designed to provide an identifiable delineation between the municipal functions of the Civic Plaza and the court functions being added. Signage, wayfinding and physical separation are all means of providing this clarity of identity.
- **Harmonize Court addition's visual character with Civic Plaza architecture**  
While the addition should be designed to be distinct in function and identifiable to the public, its architecture and aesthetic should complement the existing architecture and aesthetic of the Civic Plaza.
- **Minimize disruption of Civic Plaza & City operations both during construction and long term**  
The placement and design of the addition should minimize any interruption in the ongoing operations of the Bloomington Police Department as well as other city departments, both during construction activities and after occupancy of the courts addition.
- **Provide a model for Courts for future decades without losing the traditional feeling of courts.**  
The design of the courts facility should consider both today's operations at the suburban courts divisions and the likely future operations as indicated by national trends in court operations.
- **Deliver the project in a fiscally responsible manner**  
The addition to Bloomington Civic Plaza should maximize value for the investment, capitalizing on existing infrastructure that can be shared in lieu of being duplicated.
- **Provide adequate parking for anticipated needs**  
Parking demand should be carefully studied and compared against the available capacity so as to not impact the ability for either the existing functions of Bloomington Civic Plaza or the proposed court operations to be impacted. Site designs should maximize potential parking availability.



Proposed Main Level Floor Plan



Proposed Upper Level Floor Plan

DESIGN SKETCH OF GUIDING PRINCIPLES ANALYSIS

### 6. SITE PARKING STUDY

Planning for relocating the Southdale courts operations to Bloomington Civic Plaza included an evaluation of additional parking requirements. In the fall of 2014, Bloomington Public Works undertook a review of existing parking supply and parking demand at Bloomington Civic Plaza to determine if there would be an adequate parking supply to support the additional demand that would be created by a suburban court addition to Civic Plaza.

This study concluded there are adequate on-site parking spaces for the suburban court addition except for days when special events are being held at the Bloomington Art Center. They noted that there are 10-15 daytime, work week uses of the Bloomington Art Center annually that use up all or most of the currently available extra parking spaces. The study concluded by noting a series of action considerations should additional uses be added to the existing uses at Bloomington Civic Plaza, including providing off-site parking and shuttle service to accommodate those daytime, work week, special event uses of Civic Plaza.

A subsequent parking study reviewing more detailed information about Courts needs was completed for the project during the Schematic Design phase by Alliant Engineering. This study reached similar conclusions and identified similar parking management strategies to work successfully within existing parking resources.

Key parking management actions concluded in subsequent discussions with the City included increasing available public parking resources by re-purposing the use of certain available parking areas, by reducing peak demand by coordinating Civic Plaza special events and Court calendar scheduling and by utilizing off-site parking lots for when needed.

# SCHEMATIC DESIGN - Project Overview

## 7. SPACE PROGRAM

Through planning discussions with the 4th Judicial District Court Administration, both space needs and operational criteria were developed for a suburban court location replacing the operations currently provided at Hennepin County's Southdale Service Center. This information was used to develop a space program for court operations, in-custody holding needs, and parking needs for both current and future court operations.

Included in the recommended option is programmed space for two Courtrooms, Court Administration, Sheriff's Holding Area, Judicial Chambers, Community Corrections, and Public Defender's Office. In addition, a large unfinished space is planned for future City use.

Functional Program	Schematic Design
100 COURTROOMS	4,490 GSF
100 COURT ADMINISTRATION	2,460 GSF
100 CHAMBERS	660 GSF
100 SUPPORT SPACES	190 GSF
<b>District Court Subtotal: (Including support spaces)</b>	<b>7,800 GSF</b>
200 PUBLIC DEFENDER	690 GSF
300 COMMUNITY CORRECTIONS	1,255 GSF
400 SHERIFF'S HOLDING & DETENTION	2,695 GSF
500 SHARED SUPPORT	7,330 GSF
600 BUILDING SUPPORT (Includes Penthouse & Secure/Staff/Vertical Circulation)	6,640 GSF
700 CITY / POLICE DEPARTMENT	6,340 GSF
UNFINISHED SPACE	3,250 GSF
<b>OVERALL TOTAL:</b>	<b>36,000 GSF</b>

## C. Architectural Design Narrative

### 1. DESIGN PROCESS

The concept for the new Suburban Courts Facility at Bloomington began with feedback received by the County Board & County Administration and evolved from the lengthy Pre-Design process and, more recently, the Schematic Design phase discussions. The Courts, Sheriff's Office and other justice partners, Facility Services, and designers developed the schematic design starting in December 2015 and continued through May 2016.

The project was guided by a core group of team members who met every other week to guide the process. Specialized work groups for District Court, Community Corrections, Court Security, Public Defender, Building Systems, & IT studied the concepts and made recommendations on specific critical facility issues.

An initial step was the program review process which examined numerically and eventually graphically the sizing, relationships, and critical adjacencies of the various departments.

As the Schematic Design process evolved two options, Options 1.5 & 4.0, emerged as primary considerations by the Core Group. Each option arrived at a solution by utilizing varying approaches to building massing and existing site impact. Both options were viewed as viable and a key milestone in the process was the joint decision by the County and City to arrive at Option 1.5 as the recommendation, particularly for its ability to harmonize with the architecture of the existing Civic Plaza.

### 2. DESIGN SOLUTION OVERVIEW

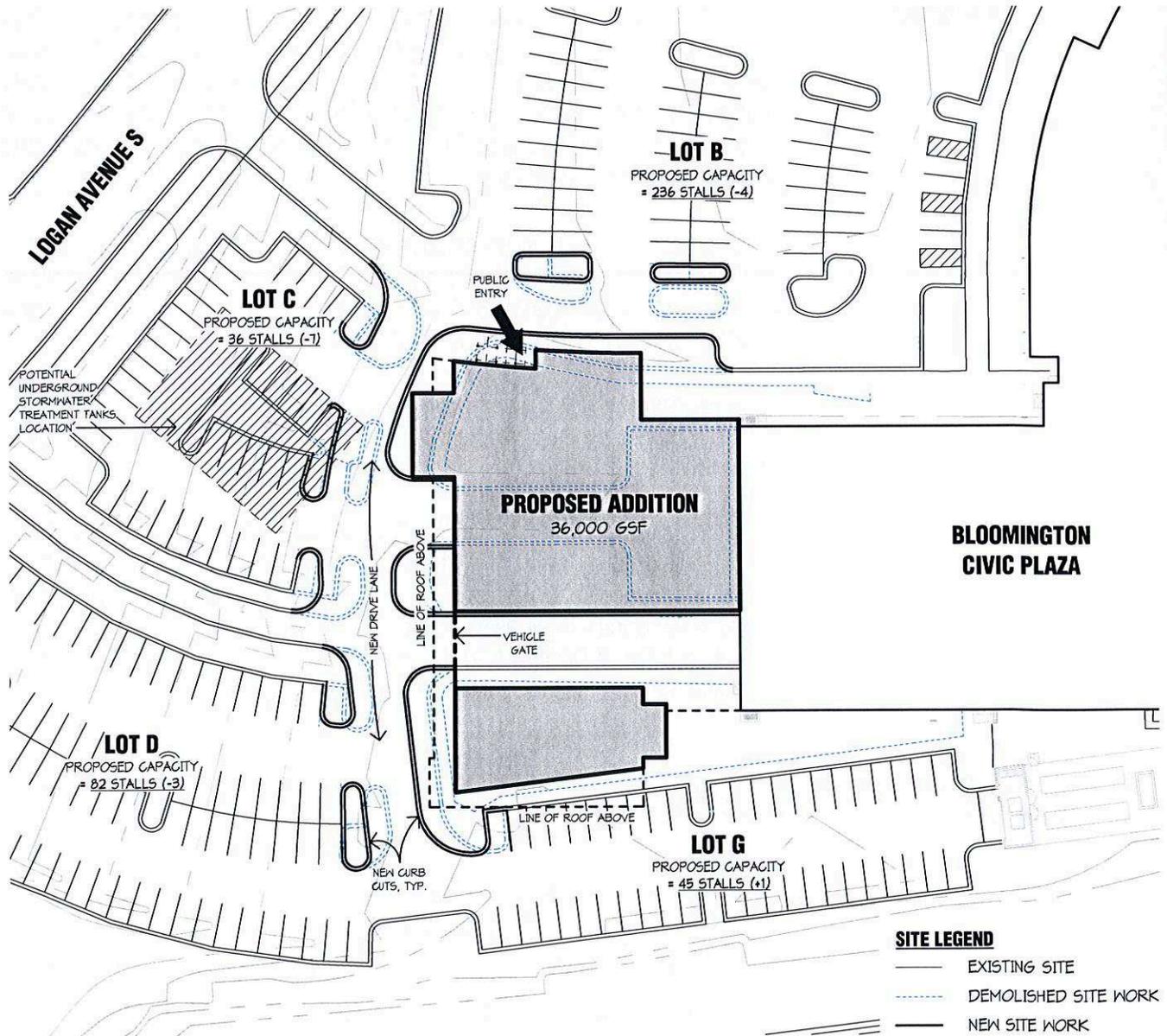
Among the primary goals for the architectural design for the new Suburban Courts Facility are to:

1. Provide suitable facilities for both present and future Court operations.
2. Provide clarity and identity for District Court's presence at Civic Plaza.
3. Harmonize District Court addition's visual character with Civic Plaza architecture.
4. Minimize disruption of Civic Plaza and City operations both during construction and long term.
5. Provide a model for Courts for future decades without losing the traditional feeling of courts.
6. Provide adequate parking for all anticipated needs.

Through a combination of building plan layout, massing, preliminary material explorations and facade design, the architectural design for the South Suburban Courts facility presents an appropriate and well-consideration solution.

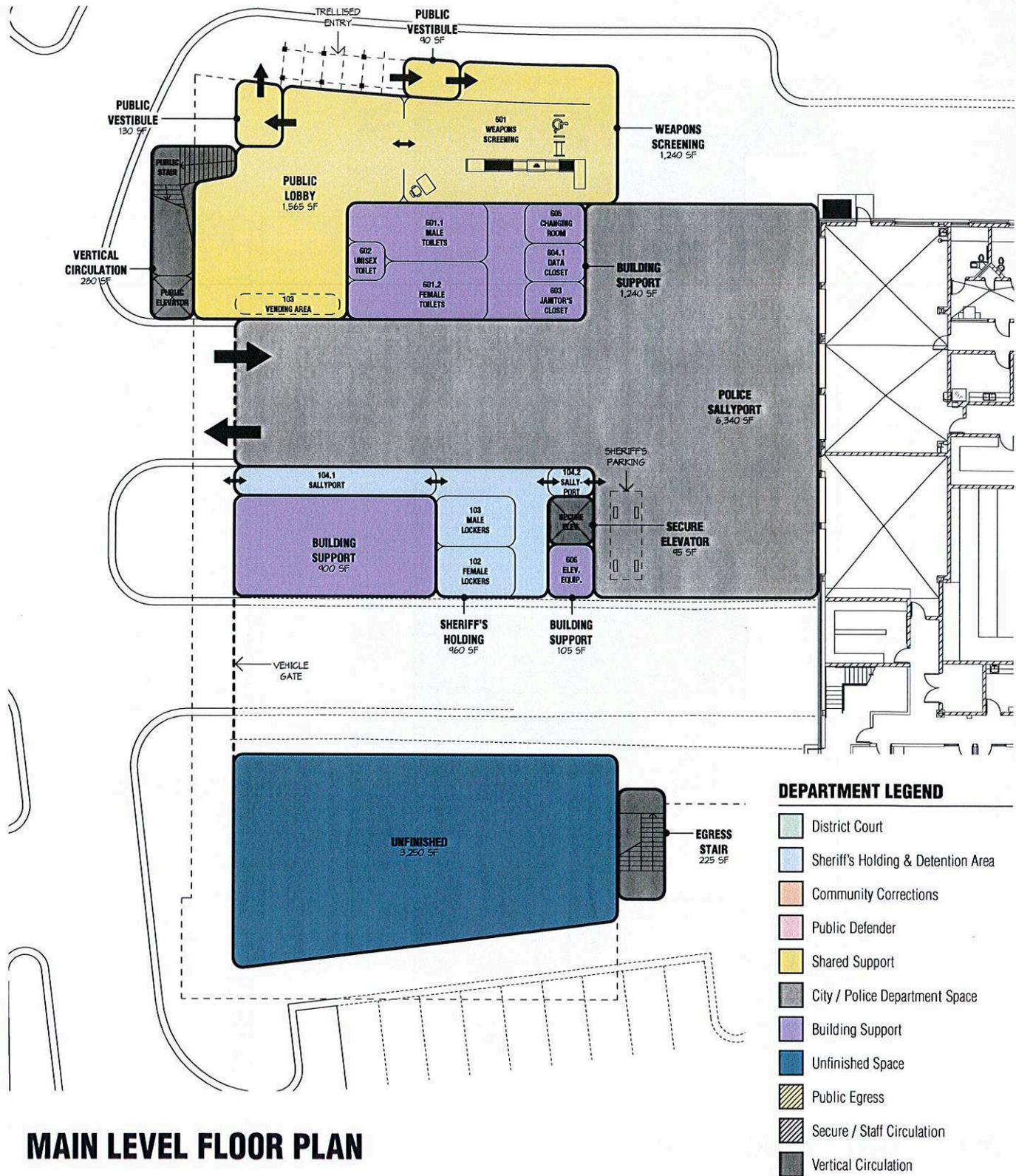
# SCHEMATIC DESIGN

## D. Design Drawings



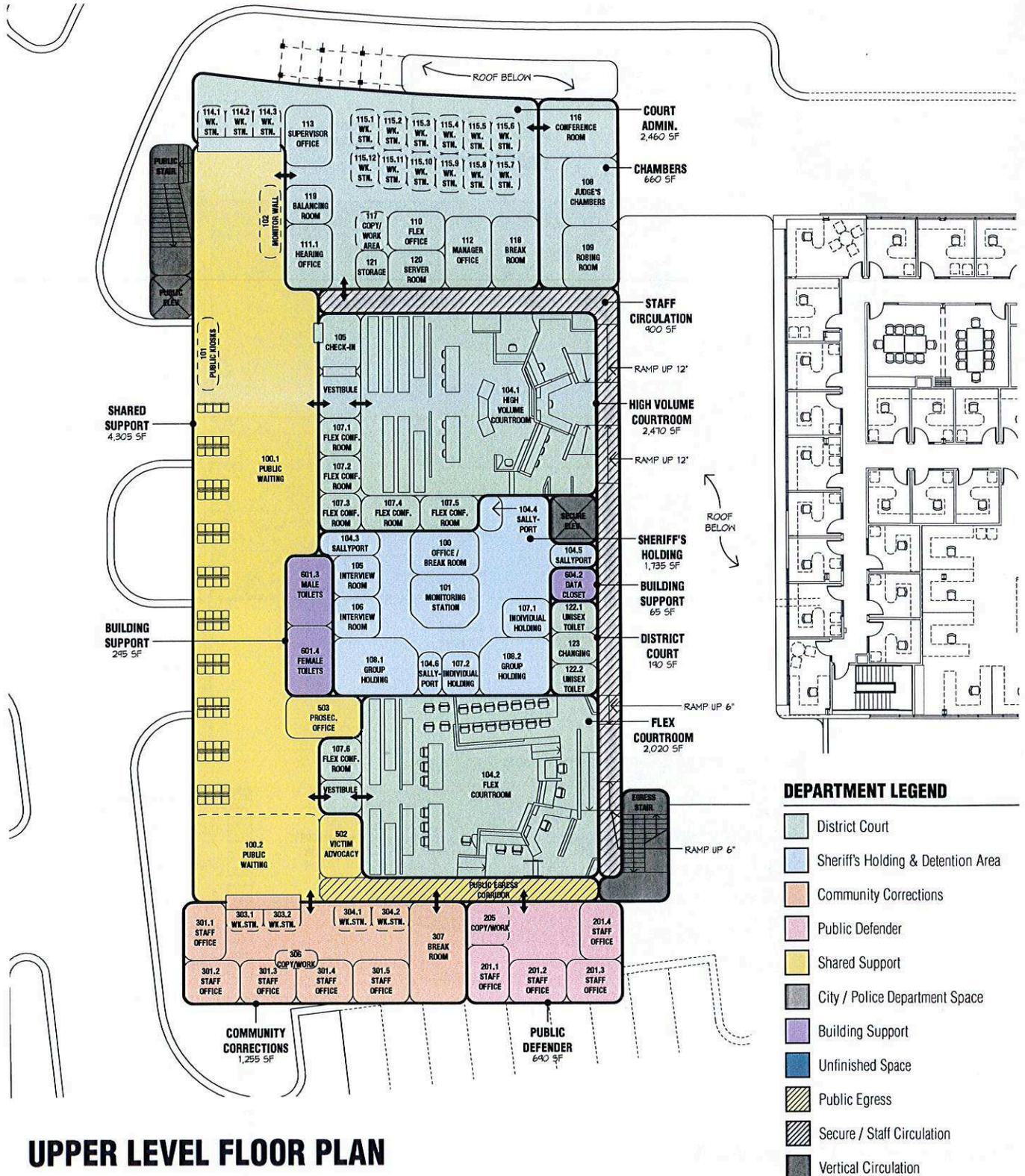
## SITE PLAN

# SCHEMATIC DESIGN



## MAIN LEVEL FLOOR PLAN

# SCHEMATIC DESIGN



## UPPER LEVEL FLOOR PLAN

**DEPARTMENT LEGEND**

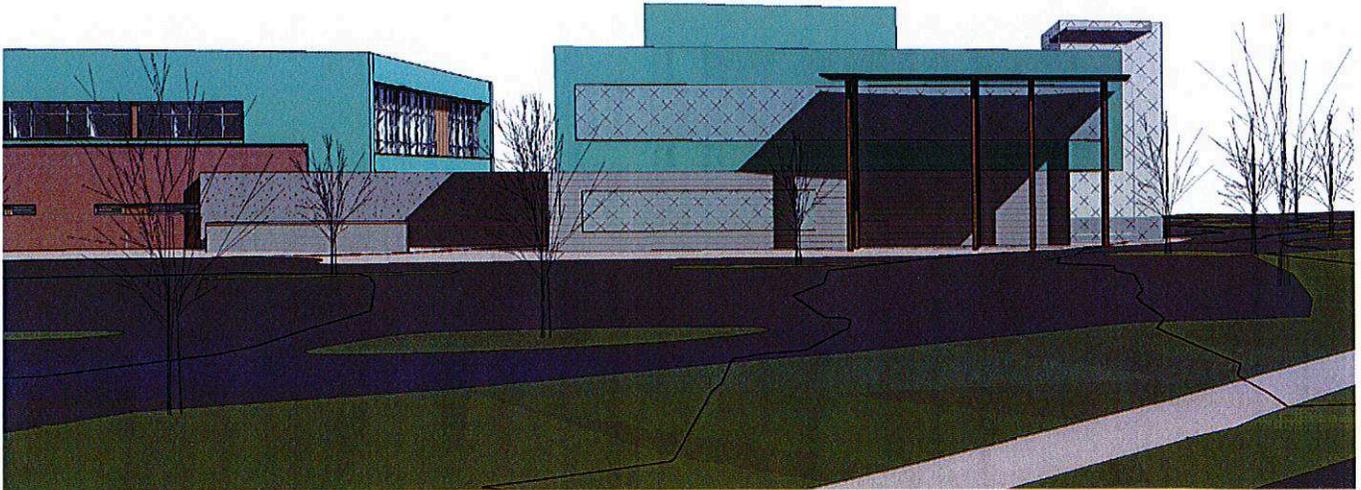
- District Court
- Sheriff's Holding & Detention Area
- Community Corrections
- Public Defender
- Shared Support
- City / Police Department Space
- Building Support
- Unfinished Space
- Public Egress
- Secure / Staff Circulation
- Vertical Circulation

# SCHEMATIC DESIGN

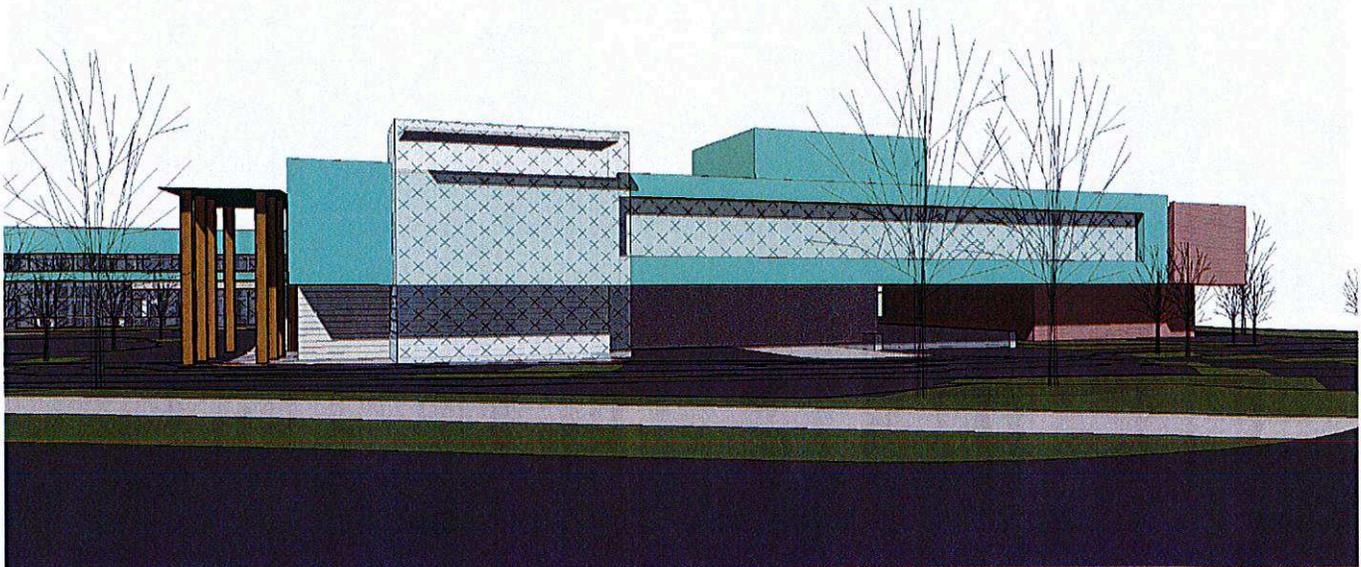


**SITE PERSPECTIVE** | View Looking East

# SCHEMATIC DESIGN



**SITE PERSPECTIVE** | View Looking South



**SITE PERSPECTIVE** | View Looking East

# SCHEMATIC DESIGN

## E. Project Summary

### PROJECT BUDGET

The prospective 2017-2021 Capital Improvement Program includes funding for the Southdale Courts Relocation (Project No. 1003286) in the total amount of \$15,700,000.

Based on the findings from the Schematic Design process, the estimated cost to complete the work for the revised project is \$15,700,000. The construction cost averages \$337/GSF and the project cost averages \$436/GSF.

The County will procure construction through a competitive Best-Value procurement process and its contracted service vendors and commodity contracts.

The estimate cost to complete the work is comprised of the following typical capital project categories:

BUDGET CATEGORY	SCHEMATIC DESIGN
1. Construction	\$ 12,140,000
2. Consulting	\$ 1,187,000
3. Equipment	\$ 843,000
4. Furniture	\$ 649,000
5. Contingency / Other	\$ 881,000
<b>TOTAL PROJECT COST</b>	<b>\$ 15,700,000</b>

### PROJECT SCHEDULE

A project of this size and scope will take approximately two years to design, procure, and construct. Due to the complex nature of mixing City ownership, County function, and State Courts occupancy, approvals during the design and procurement phase may extend the project duration.

Some construction phasing will be required to ensure access is maintained for police operations and the immediately adjoining police garages.

Design Development and Construction Documents will be prepared by Wold Architects & Engineers.

Project timeline and milestone dates are outlined below:

Schematic Design Approval	Sep 2016
Design Development	Oct - Dec 2016
Construction Documents	Jan - Apr 2017
Best Value Procurement	Apr - Jul 2017
Construction	Jul 2017 - Aug 2018
Furniture / Equipment Installation	Sep 2018
Occupancy	Oct 2018

