

CLPC Board of Directors Meeting Minutes
Monday, July 9th, 2018
Hosted by the Loring Park Community Center

Boardmembers present: Gary Simpson, John Van Heel, Elizabeth Sowden, Nasra Abshir, LaDonna Meinecke, Terri Ashmore, Michael English, Derrick Taylor, and Joseph Finley.

Boardmembers absent: Mark Nelson, Ethan Pleshe, Pat Davies, Lee Frelich, and Monelle Castello

Guests: Lisa McDonald, Paul Hinderager.

Staff: Jana Metge

I. The meeting was called to order at 6:35 pm. Gary welcomed all and Introductions were conducted. Quorum reached at 6:47.

II. The agenda was approved by consensus.

June 2018 Board Minutes were approved by consensus.

III. Hennepin/Lyndale Agreements

John Van Heel reported on Agreements developed between the Coalition and Minneapolis Green, Agreement between CLPC and Minneapolis Green for CIF Grant completion and work Scope for the use of the CIF funds, and Agreement between CLPC and the use of NRP funds along with scope of service. Agreements were sent around to all Boardmembers electronically and available in hard copy at the Board meeting.

Motion: That CLPC affirms the Executive Committee approval of the Hennepin/Lyndale Agreements. Terri / Michael M/S/C
Motion approved unanimously.

Motion: That CLPC approves the letter of Agreement between Mpls Green and CLPC / Lowry Hill. Terri / Michael M/S/C
Motion approved unanimously.

Jana and Gary will sign the letter following the Board meeting and John will get it to Lowry Hill for signing, then to the Downtown Council. John will circulate it to the Board.

IV. Minneapolis 2040 Comprehensive Plan Discussion - Jana reported to the Board Comments are due to the City on this draft plan by July 22nd, 2018; Jana invited and introduced the guest for the Board meeting, former Lake Street Council Executive Director and former Councilmember & City Council Zoning & Planning Committee Chair Lisa McDonald.

Lisa reported on a Citywide Effort that has gained momentum to impact this draft 2040 plan. The website is minneapolisforeveryone.org

They have created talking points, yard signs, incoming letters of opposition to the draft 2040 Comp Plan are posted on the website.

Lisa McDonald was the City Council Zoning & Planning chair when the 2030 Small Area Plan was created. She led that effort.

She opened her presentation by stating that the places we live deserve to be unique - preserve historic character - promote local business. The NRP program improved thousands of units of housing stock, once boarded & vacant. She reported that the 2040 plan, once approved, will begin in 2019 with a rezoning study. This plan will guide the city in development, so folks should not think of it as a far off thing.

The Met Council requests all large cities in their region to update Comprehensive plans every 10 years. They estimate population increase for each city. Mpls is estimated at a 40,000 increase over 20 years. So if only 2 folks per household, that is 1,000 units per year. The city had already been doing 1,400 per year. This draft 2040 plan proposes with their built form plan an increase to 1.2 million in the next 20 years. She questions if the Met Council has the infrastructure and funding for such growth. She believes this draft 2040 plan proposes overdevelopment outside of the Met Council's ability to provide infrastructure. She reported that she asked City Council to delay a year in the planning and they said no. Met Council Commissioner Gary Cunningham has expressed concerns on actual policies to ensure equity - Affordable Housing - Jobs - Growth of Minority businesses. Seems to be a discourse in rhetoric contradicted by this proposed 2040 Comp plan with no way to get from here to there.

Minneapolisforeveryone.org is a registered non profit organization with the State. She asked everyone to sign up on the website.

She highlighted concerns of this 2040 plan:

- How involved have residents been?
- How involved have Neighborhood Organizations been involved?
- How informed and involved are small businesses?
- How informed and involved is our immigrant population?
- The 2030 plan already allows for the increased density proposed by the Met Council.
- Met Council is proposing that Minneapolis will grow an additional 40,000 people.
- In the past 7 years, the city population has increased by 44,000 just thru incoming development proposals & neighborhood review.
- The 2030 Comp Plan already allows for increase in projected growth.
- It is not required for Mpls to take on all Density for the region.
- What is design for 4plexes and who will own them? Immigrant communities asking for family housing; both rental & ownership.
- More Density is not going to create more Affordable Housing.
- Affordable Housing needs a focused approach, strategic, public funding, public/ private partnerships.
- We need to protect the uniqueness of each Neighborhood's Character.
- We need to protect local and minority businesses and develop policies to prevent dislocation of small business and gentrification, loss of affordable housing.

The idea to upzone the entire city and give developers less restrictions is a radical plan not tried anywhere.

Minneapolisforeveryone.org is collecting data for why it works or doesn't work. There needs to be responsible planning. A buffer zone between hi rises and single family homes. Developers will buy up property and build at market rate, to make a profit.

There is also concern regarding a city with no cars. A future environmental vision which needs to be balanced with the needs of all residents, as well as emerging technology.

She reported that she has heard residents express concern that to embrace all components of the 2040 proposed plan, you need to be tech savvy and have the time and computer to study it. They question why a letter or postcard was not sent to every household (even in utility bills) as required in rezoning and done with Small Area planning.

Lisa M. reported that the City deadline had passed to request an extension but that Minneapolisforeveryone.org was looking into filing an extension directly with the Met Council. The Met Council requires the plan, but they also have to be able to support its infrastructure - transportation (and bus routes are being reduced, no \$) - sewer - parks - roads. The 2040 plan overbuilds the existing capacity.

CLPC boardmembers spoke about the Loring Park Neighborhood approved plan and how in 2015 planning staff said it would be implemented once approved and the rezoning study completed. The draft 2040 plan reflects virtually nothing of the Loring Park Neighborhood Small Area Plan or the approved rezoning which occurred in 2015.

Concern was expressed regarding any privatizing of Public Housing, no restrictions for development, structured process with neighborhoods for real Community Engagement, Community could creative ideas to raise \$ for affordable housing, parking for customers owning small businesses, policies & funding to protect small, local, & minority owned businesses when a private developer buys their building.

The proposed built form plan will impact most of the small businesses thruout the city and the Arts community in NE Mpls. Nasro spoke about organizing a protest at the 2040 Community meeting held at Powderhorn Park concerned about displacement of local & minority businesses and gentrification, people priced out of their homes.

There will be a revised 2040 Comp Plan in the Fall to review. Lisa M stressed that the plan needed to build a city for everyone, at all income levels, protect neighborhood character, and not price folks out of this city.

We need affordable housing and there needs to be public money dedicated to housing and policies to keep what we have.

Ongoing community discussion with Lisa M focused around -

- Build for who?
- Plan for affordable housing and count in the proposed growth.
- Reduce disparities, where are policies for real equity - look at 1400 Nicollet and long term minority owners having their leases terminated and no relocation funds since a private development with no public money.
- How do we protect our businesses?
- How do we protect our renters - the median income is \$30,500?
- How do we ensure our existing affordable housing will be safeguarded?
- People of color want homes too! Where are equity strategies for wealth creation?
- Small Area plans should be implemented, not disregarded.
- Folks working in the hospitality industry, supporting all the hotels downtown live in Loring Park, they need the affordable rents maintained
- Minneapolis is getting a bad rap for housing expense.
- Why upzone? Where is the strategic approach? Reported at a Loring Land Use Meeting, Jack Byers was asked about getting to the neighborhood level and his response was that they did not have staff capacity to dig that deep. Neighborhoods do this thru their Small Area plans.

Lisa distributed a handout found online on their website at minneapolisforeveryone.org. She also distributed Councilmembers' and Mayor's emails and phone numbers and encouraged all to write them. She encouraged everyone to share with others, distribute information.

Minneapolisforeveryone.org is actively writing letters to the Editor, trying to get on Almanac, and getting stories out to the Press.

She encouraged everyone to comment on the draft 2040 comprehensive plan found at Minneapolis2040.com. Deadline is July 22.

Jana distributed the 2040 Resolution by CM Bender, Reich, and Gordon establishing the goals for Minneapolis 2040, an update to the City's Comprehensive Plan. She pointed to Goal #14 which was a direct result of the past year's activism when it was discovered that one comment - 'Abolish recognition of Neighborhood Organizations' had evolved to a prioritized bullet point which was statistically unfounded. We had dozens of neighborhood organizational resolutions, unanimous support of the NRP Policy Board, and unanimous NCEC support for this opposition.

CM Goodman proposed that Neighborhood Organizations provide a core & vital service to the City of Minneapolis at a Committee of the Whole meeting supported by the majority of her peers. It was determined that language would be prepared for the Council meeting.

Goal #14 reads: Be it further resolved that in 2040, Minneapolis will have an equitable civic participation system that enfranchises everyone, recognizes the core and vital service Neighborhood Organizations provide to the City of Minneapolis, and builds people's long Term capacity to organize to improve their lives and neighborhoods.

Motion: CLPC will submit a Letter reflecting input on the draft 2040 Minneapolis Comprehensive Plan by the July 22nd deadline.

Terri / John M/S/C. Motion passed unanimously. John Van Heel offered to draft a letter and circulate it to the Board. Once approved Jana will send to City Staff and copy City Council office.

Gary asked the Board if they were willing to stay an additional 15 minutes to allow enough time for discussion on the 1400 Nicollet Re Development proposal. All agreed.

IV. 1400 Nicollet Re Development

Update & Discussion - Boardmembers in attendance at the June 11th Minneapolis Planning Commission public hearing talked about their testimony and response from Commissioners. They reported that Sam Rockwell, seconded by Jono Cowgill made a motion to send the developer back to the Neighborhood to discuss the proposal further and postponed for 2 cycles.

A small groups meeting was called following the June 11th Public Hearing. Attendees of this meeting were John Van Heel (Master Plan chair), Elizabeth Sowden (Land Use co chair), Keith Ford (resident), Teqen Zea-Aida (resident & small business owner), Derrick Taylor (Lakes & Legends), Nick Walton, Kyle (Reuter Walton), Bob Loken (ESG Architects), Jackie Cherryholmes (Walton Consultant), Joel Hauck (ESG Architects), and Jana Metge (CLPC Coordinator). The meeting was hosted so that Developer could see how LPM Apts activated a block of former parking lots with small businesses.

Issues raised and discussed:

- It has not been a collaborative approach as experienced with other neighborhood developments & not timely communication;
- Residents stated that it is not a contribution to the neighborhood, that at this time, it takes away more than we get and proposes housing unaffordable to the majority of the neighborhood;
- Questioned if we could get another delay at the next public hearing;
- Activation & Commercial of 14th Street, move Fitness Center to 2nd floor vs street level, a blank wall along 14th was challenged by all residents, Keith led that conversation;
- Possibility of integrating affordable housing into the project since it sits on a transit corridor, on the free Nicollet busline, the median income of Loring is \$30,500, existing affordable housing surrounds this site, renters do not want to be priced out, Teqen led this conversation;
- Status of existing tenants; who is secured to come back into the development, who is not, is there any relocation support for the businesses who have been on this block 8-30 years;
- Increase Commercial space on Nicollet, shrink the Lobby;
- Ensure that the 'Eat Street' Streetscape is replaced and followed;
- Explore shared parking between Residents and Customers - Recommended to look into the LPM Apts model - Once the Meter Farm is redeveloped, businesses will need customer parking to be competitive and viable, build So parking can be converted into commercial use, John talked about this suggestion as found in Comp and Plan 2040;
- Another option of removing At Grade parking could then be building back in the Childcare Center and Red Eye Theatre;
- Move the lobby 2 level stairwell to the back of the lobby vs adjacent to Nicollet frontage;
- Derrick also shared lessons learned from the LPM Development; and
- The use of NRP funds, Jana talked about how it was required by the City per State Statute that they be used for housing - that a prior project in East Phillips used NRP dollars to buy balconies - that if our NRP funds were used to pay for balconies this could free other funds to support financially existing businesses moving back into the development.

Jana then reported that Jackie Cherryholmes and the architects attended the June 25th Land Use Meeting. The Developers were out of town for this meeting. At the Land Use meeting there was continued discussion on expanding commercial use along 14th, to not have a blank wall along that street causing an unpleasant pedestrian experience. There was continued discussion about the need for affordable housing in the City and building affordable housing into this development. The community offered additional height to get affordable housing and/or additional commercial. Expressed concern about losing 7 businesses and jobs, displacing these longtime businesses and no relocation funds to assist them.

The Land Use Committee invited the Alliance of Metropolitan Alliance into the Neighborhood to continue working on issues of and needed policy change for retaining existing Affordable Rental Housing, creating additional Affordable Housing, retaining local & minority businesses here and especially on the remainder of Eat Street (also talked about Lake Street) and preventing gentrification.

Board Discussion:

Reviewed the following neighborhood stats based on our census & project info:

- Median income is \$30,500
- 60% of households live on \$3,300 or less
- Loring Park is the 2nd most dense neighborhood in the city with Stevens Square being 1st.
- Existing privately owned affordable housing surrounds the site renting at \$804-\$1,080.

- 7 Businesses are being displaced, 5 of those are Local, Minority and/or women owned.
 - Over 100 jobs are being lost.
 - No commitment from Developer to ensure local and minority owned businesses vs corporate chains in the new spaces.
 - A daycare serving day and night work shifts serving 160 families will be lost.
 - Salsa a la Salsa is more than likely not coming back in. They have been here 15 yrs.
- The Developer has made an offer but not financially feasible at this point.
- Red Eye Theatre has a lawyer negotiating with owner on lease issues which challenge the August end evacuation date. Red Eye has been on the block 29 years.
 - The Barber Shop has been here 17 years.
- The Developer is working with them to relocate them back into the Development. They want him to go into the 14th Street location, he wants to be on Nicollet.
- The Developer is working with Market BBque to come back into the Development.
 - Idea to get statement from all businesses, if possible, as to where they are in negotiations before the next public hearing.

Motion: Jana to send a letter to the developer prior to the next public hearing asking what changes have been made to the 1400 Nicollet ReDevelopment since the last Public Hearing.
Terri / Beth M/S/C. Unanimously approved.

Gary asked if we could extend meeting time.
Beth/Nasro moved to extend meeting to 8:30 pm. Approved by consensus.

Impacted businesses and adjacent residents have expressed disappointment with the lack of communication and real partnership. Feels like they don't want or appreciate neighborhood input. Request to let Commissioner Cowgill know what we need from him at the next Public Hearing.

Motion: CLPC will draft a letter to the Minneapolis Planning Commission expressing concern on lack of follow thru on any of the proposed CLPC suggestions and to identify concerns with specific examples.

Terri / Beth M/S/C. Motion passed unanimously.

A Workgroup will be formed to develop the letter are Elizabeth Sowden, Terri Ashmore, and Jana Metge. A draft will be circulated and the Executive Committee will approve it prior to submission. Jana reported that City staff reported to her that the letter needed to get to City staff by Thursday in order for it to be distributed to Commissioners. CLPC wants to be sure that the letter get into the staff packet prepared for the Commissioners.

The next Minneapolis Planning Commission meeting will be Monday, July 16th at 4:30 pm at City Hall/350 So 5th Street, Room 317.
CLPC will organize testimony working with the Alliance on Metropolitan Stability.

V. Jana reported on Upcoming Events & Volunteer Opportunities -

Aquatennial Pre-Parade Party - Wednesday, July 18th from 6-8:30 pm. Family Fun Night!

Loring Art Festival - Saturday, July 28th and Sunday, July 29th. Volunteer to greet people at the CLPC/Friends Table.

National Night Out - Tuesday, August 7th -
Summit House hosting a party - 6-8:30 pm
Food - Games - Live Music - Meet & Greet with Police/Neighbors

Nicollet National Night Out - Tuesday, Aug 7th starting at 3:00 hosted by VOA/1350 Nicollet Avenue.
There is a workgroup planning this event and soliciting sponsors.

Community Sing A Long - Tuesday, July 17th from 7-8:30 pm at Loring Park Community Center

Watch for the Operetta coming to the Park in September.

VI. Meeting adjourned at 8:30 pm x consensus.

Respectfully submitted, JLM/LM

**GREEN MINNEAPOLIS
CIF-FUNDED SERVICES AGREEMENT**

This Services Agreement (the “**Agreement**”) is made this ____ day of _____, 2018, by and between Citizens for a Loring Park Community, a Minnesota nonprofit corporation, (“**CLPC**”) and Green Minneapolis, a Minnesota nonprofit corporation (“**Green Minneapolis**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Green Minneapolis is a public charity exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code;

WHEREAS, in furtherance of its tax-exempt purposes, Green Minneapolis provides certain project management services to other tax-exempt entities that lack the capacity or technical expertise to conduct the activities directly; and

WHEREAS, the CLPC would like to partner with Green Minneapolis to beautify and maintain the medians and green spaces identified in Exhibit A (the “**Project**”);

WHEREAS, the funding for these services will be provided through a City of Minneapolis Community Innovation Fund (CIF) grant, and that the contract for this grant is between the City of Minneapolis and CLPC who, with its board, is responsible for expenditures funding and approval processes, funding documentation, reimbursements and program reports;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Parties agree that Green Minneapolis will provide the services described in the attached Exhibit A (the “**Services**”).
2. **Compensation.** For the Services performed, the CLPC shall pay Green Minneapolis the compensation described in Exhibit A. This compensation represents the full payment to Green Minneapolis. Green Minneapolis shall submit invoices to CLPC with copy to John VanHeel and Craig Wilson.
3. **Funding and Approvals.** Funding is from the Community Innovation Fund (CIF) grant in the amount of \$10,500. CLPC will pay based on approval from designated representative(s), and CLPC shall make payment within thirty days of receipt of an invoice. The CLPC agrees and acknowledges that they are jointly and severally liable for all compensation due to Green Minneapolis under this Agreement.
4. **Term.** The term of this Agreement shall commence on May 1, 2018 and shall expire on December 31, 2018 unless terminated earlier as provided in Section 5.

5. **Authorized Representative.** The CLPC jointly designate the individual listed below as their authorized representative and the point of contact for Green Minneapolis with respect to its provision of the Services. The CLPC may change the authorized representative at any time by providing Green Minneapolis with a written notice to that effect that is signed by each Neighborhood Organization.

John VanHeel, CLPC representative

110 W Grant St, #10K, Minneapolis, MN 55403, 612.298.0165

6. **Termination.** Green Minneapolis may terminate this Agreement immediately, without penalty, if the City of Minneapolis determines that the Project can no longer be undertaken or completed. Any Party may terminate this Agreement for cause if another Party (a) fails to perform any material obligation under this Agreement and (b) does not correct such failure within fifteen days after having received written notice of such failure. Additionally, any Party may terminate this Agreement for its convenience upon thirty days' prior written notice to the other Parties. Upon any termination under this Section, the CLPC shall promptly pay Green Minneapolis for all Services rendered and costs incurred up to and including the effective date of termination.
7. **Disclaimer of Warranties.** Green Minneapolis makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of the Services performed or deliverables provided under this Agreement. Green Minneapolis expressly disclaims warranties of merchantability or fitness for a particular purpose.
8. **Limitation of Liability for Breach of Contract.** IN NO EVENT SHALL A PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. NO PARTY'S LIABILITY TO ANOTHER PARTY FOR BREACH OF THIS AGREEMENT SHALL EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO GREEN MINNEAPOLIS UNDER THIS AGREEMENT.
9. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Parties and their affiliates and their respective officers, directors, employees and agents from and against claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees) arising out of, or in any manner connected to the indemnifying Party's breach of an obligation under this Agreement.
10. **Insurance.** Green Minneapolis will obtain, and at all times during the Term, maintain, at its own expense, adequate and commercially reasonable levels of insurance to cover Green Minneapolis and its activities in performing the Services outlined in this Agreement. Green Minneapolis shall name both Citizens for Loring Park Community and Lowry Hill Neighborhood Associations as additional insureds.
11. **Independent Contractor.** In the performance of their obligations under this Agreement, the Parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each Party's employees (a) shall be regarded as the employees of such Party and shall not be regarded as the employees of any other Party; (b) shall be subject to the employment policies and procedures of such Party and shall not

be subject to the employment practices and procedures of any other Party; and (c) shall not be entitled to any employment benefits of any other Party. No Party shall have the right or power to bind any other Party and any attempt to enter into an agreement in violation of this Section shall be void. No Party shall take any actions to bind any other Party to an agreement.

12. **Subcontractors.** Green Minneapolis may, at its sole discretion, hire subcontractors to perform the Services, and it shall be the responsibility of the Green Minneapolis to bind subcontractors to the terms and conditions of the Agreement.
13. **Amendment.** This Agreement shall be amended only in writing duly executed by all the Parties to this Agreement.
14. **Assignment.** A Party may not assign any rights or obligations of this Agreement without the prior written consent of the other Parties. Any assignment attempted to be made in violation of this Agreement shall be void.
15. **Entire Agreement.** This Agreement (including all documents attached or referenced) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements.
16. **Force Majeure.** No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, natural disaster, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such Party. During an event of force majeure the Parties' duty to perform obligations shall be suspended.
17. **Governing Law and Jurisdiction.** The internal laws of the state of Minnesota shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.
18. **Grant Provisions.** All applicable provisions of the CLPC CIF grant agreement with the City of Minneapolis are binding on Green Minneapolis, and Green Minneapolis agrees to comply with the same. A copy of the CIF grant agreement has been provided.

19. **Notices.** All notices to a Party pursuant to this Agreement must be in writing and must be given by certified mail, postage prepaid, by overnight delivery, or email, to the addresses set out below, or at any other address as may from time to time be established:

Green Minneapolis

Attn: Executive Director
81 South 9th Street; Suite 206
Minneapolis, MN 55402
bshogren@greenminneapolis.org

Citizens for a Loring Park Community

Attn: Jana Metge, Coordinator
1645 Hennepin Ave So., Suite 204
Minneapolis, MN 55403
loveloring@gmail.com

20. **Compliance.** Each Party will comply with all applicable laws and regulations in performing its obligations under this Agreement.
21. **Permits.** Green Minneapolis shall secure, maintain and comply with all necessary licenses, permits and approvals applicable to the Services. The CLPC shall obtain any necessary licenses, permits or approvals needed for its role or materials required under this Agreement. Upon request, a Party shall provide the other Parties with copies of all such licenses, permits and approvals.
22. **Survival.** Upon termination or expiration of this Agreement, Sections 6, 7, 8, 9, 10, 14, 16, 17, and 20 shall survive.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Citizens for a Loring Park Community

By: _____

By: _____

Printed Name: Jana Metge

Printed Name: Gary Simpson

Title: Executive Coordinator

Title: President

Dated: _____

Dated: _____

Green Minneapolis

By: _____

Printed Name: Beth Shogren

Title: Executive Director

Dated: _____

SERVICES

Landscape Oversight: Project management, bidding, contracting, and ongoing oversight of landscape maintenance work in areas as defined on Map, Attachment B. Timing March 1, 2018 - March 1, 2019,

Irrigation: Project management, bidding, contracting, oversight of installation and ongoing maintenance of new irrigation system on Douglas Median; Timing April 1 - June 30, 2018;

2018 Plantings: Project management, bidding, contracting, oversight of installation and ongoing maintenance of new plantings in areas defined on map, Attachment B. Coordinate procurement of plants provided by City through MN Dot grant. Timing - estimated July 2018

Consulting: Provide advice and services to prepare for 2019 planting and maintenance scope in the project area. Timing March 1, 2018 - March 1, 2019

SCOPE	TIMING	HOURS	COST
Landscape Plant Establishment Activities			
Scope, develop bidding documents	19-Mar	5	750
Issue for Bid	1-Apr	0	-
Receive bids, provide analysis, make recommendat	15-Apr	3	450
Award contract	20-Apr	2	300
Oversee Contractor Mtce work - 1/2 hour/week, 26	1-May	13	1,950
New Plantings 2018			
Scope, develop bidding documents	19-Mar	5	750
Issue for Bid	1-Apr	0	-
Receive bids, provide analysis, make recommendat	15-Apr	3	450
Award contract	20-Apr	2	300
Coordinate plant purchase, warranty, etc w City	ongoing	3	450
Receive plants	15-Jul	1	150
Contractor Install oversight - site visits, coordinati	15-Jul	8	1,200
Irrigation system 2018			
Scope, develop bidding documents	19-Mar	8	1,200
Issue for Bid	1-Apr	0	-
Receive bids, provide analysis, make recommendat	15-Apr	3	450
Award contract	20-Apr	2	300
Contractor Install oversight - site visits, coordinati	15-Jul	incl above	-
Contractor Mtce - incl in maintenance		incl above	-
Overhead and Administration			1,305
contingency (available funds for unexpected costs related to project management and planning)			495
TOTAL COST			10,500

Invoices submitted 1/3 upon contract signing, 1/3 upon completion of new plantings, and 1/3 at end of season.

Funding: CIF grant

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WHEREAS, Green Minneapolis is a public charity exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code;

WHEREAS, in furtherance of its tax-exempt purposes, Green Minneapolis provides certain project management services to other tax-exempt entities that lack the capacity or technical expertise to conduct the activities directly; and

WHEREAS, the Neighborhood Organizations would like to partner with Green Minneapolis to beautify and maintain the medians and green spaces identified in Exhibit A (the “**Project**”);

WHEREAS, the funding for these services will be provided through Neighborhood Revitalization Project Funds and that the Neighborhood Associations with their respective boards, are responsible for expenditures funding and approval processes, funding documentation, reimbursements and program reports;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Parties agree that Green Minneapolis will provide the services described in the attached Exhibit A (the “**Services**”).
2. **Compensation.** For the Services performed, the Neighborhood Organizations shall pay Green Minneapolis the compensation described in Exhibit A. This compensation represents the full payment to Green Minneapolis. Green Minneapolis shall submit invoices according to the payment schedule in Exhibit A, to the Neighborhood Organization representatives, and payment shall be made within thirty days of receipt of an invoice. The Neighborhood Organizations agree and acknowledge that they are jointly and severally liable for all compensation due to Green Minneapolis under this Agreement.
3. **Term.** The term of this Agreement shall commence on May 1, 2018 and shall expire on December 31, 2018 unless terminated earlier as provided in Section 5.
4. **Authorized Representative.** The Neighborhood Organizations designate the individuals listed below as authorized representatives and the points of contact for Green Minneapolis with respect to its provision of the Services. The Neighborhood Organizations may change the authorized representatives at any time by providing Green Minneapolis with a written notice to that effect that is signed by each Neighborhood Organization.

John VanHeel, CLPC representative and Craig Wilson, LHNA representative

5. **Termination.** Green Minneapolis may terminate this Agreement immediately, without penalty, if the City of Minneapolis determines that the Project can no longer be undertaken or completed. Any Party may terminate this Agreement for cause if another Party (a) fails to perform any material obligation under this Agreement and (b) does not correct such failure within fifteen days after having received written notice of such failure. Additionally, any Party may terminate this Agreement for its convenience upon thirty days' prior written notice to the other Parties. Upon any termination under this Section, the Neighborhood Organizations shall promptly pay Green Minneapolis for all Services rendered and costs incurred up to and including the effective date of termination.
6. **Disclaimer of Warranties.** Green Minneapolis makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of the Services performed or deliverables provided under this Agreement. Green Minneapolis expressly disclaims warranties of merchantability or fitness for a particular purpose.
7. **Limitation of Liability for Breach of Contract.** IN NO EVENT SHALL A PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. NO PARTY'S LIABILITY TO ANOTHER PARTY FOR BREACH OF THIS AGREEMENT SHALL EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO GREEN MINNEAPOLIS UNDER THIS AGREEMENT.
8. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Parties and their affiliates and their respective officers, directors, employees and agents from and against claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees) arising out of, or in any manner connected to the indemnifying Party's breach of an obligation under this Agreement.
9. **Insurance.** Green Minneapolis will obtain, and at all times during the Term, maintain, at its own expense, adequate and commercially reasonable levels of insurance to cover Green Minneapolis and its activities in performing the Services outlined in this Agreement. Both Neighborhood Organizations shall be named as certificate holder and additional insured.
10. **Independent Contractor.** In the performance of their obligations under this Agreement, the Parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each Party's employees (a) shall be regarded as the employees of such Party and shall not be regarded as the employees of any other Party; (b) shall be subject to the employment policies and procedures of such Party and shall not be subject to the employment practices and procedures of any other Party; and (c) shall not be entitled to any employment benefits of any other Party. No Party shall have the right or power to bind any other Party and any attempt to enter into an agreement in violation of this Section shall be void. No Party shall take any actions to bind any other Party to an agreement.
11. **Subcontractors.** Green Minneapolis may, at its sole discretion, hire subcontractors to perform the Services, and it shall be the responsibility of the Green Minneapolis to bind subcontractors to the terms and conditions of the Agreement.

12. **Amendment.** This Agreement shall be amended only in writing duly executed by all the Parties to this Agreement.
13. **Assignment.** A Party may not assign any rights or obligations of this Agreement without the prior written consent of the other Parties. Any assignment attempted to be made in violation of this Agreement shall be void.
14. **Entire Agreement.** This Agreement (including all documents attached or referenced) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements.
15. **Force Majeure.** No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, natural disaster, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such Party. During an event of force majeure the Parties' duty to perform obligations shall be suspended.
16. **Governing Law and Jurisdiction.** The internal laws of the state of Minnesota shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.
17. **Notices.** All notices to a Party pursuant to this Agreement must be in writing and must be given by certified mail, postage prepaid, by overnight delivery, or email, to the addresses set out below, or at any other address as may from time to time be established:

Green Minneapolis

Attn: Executive Director
81 South 9th Street; Suite 206
Minneapolis, MN 55402
bshogren@greenminneapolis.org

Lowry Hill Neighborhood Organization

Attn: Michael Cockson, Craig Wilson
P.O. Box 3978
Minneapolis, MN 55403
lhna@lowryhillneighborhood.org

Citizens for a Loring Park Community

Attn: Jana Metge, Coordinator
1645 Hennepin Avenue South, Suite 204
Minneapolis, MN 55403
loveloring@gmail.com

18. **Compliance.** Each Party will comply with all applicable laws and regulations in performing its obligations under this Agreement.
19. **Permits.** Green Minneapolis shall secure, maintain and comply with all necessary licenses, permits and approvals applicable to the Services. The Neighborhood Organizations shall obtain any necessary licenses, permits or approvals needed for its role or materials required under this Agreement. Upon request, a Party shall provide the other Parties with copies of all such licenses, permits and approvals.
20. **Survival.** Upon termination or expiration of this Agreement, Sections 6, 7, 8, 9, 10, 14, 16, 17, and 20 shall survive.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Citizens for a Loring Park Community

By: _____

Printed Name: Jana Metge

Title: Executive Coordinator

Dated: _____

Citizens for a Loring Park Community

By: _____

Printed Name: Gary Simpson

Title: President

Dated: _____

Green Minneapolis

By: _____

Printed Name: Beth Shogren

Title: Executive Director

Dated: _____

Lowry Hill Neighborhood Association

By: _____

Printed Name:

Title:

Dated: _____

SERVICES

Sub-Contractor work: Price all work by subcontractors and provide budget. Adjust scope if necessary, and manage work to adhere to budget.

SCOPE		TIMING	COST	
Landscape Plant Establishment Activities				
	Subcontract to conduct work to support plant material installed in 2017, as defined in bidding documents	May 15 - October 31	\$ 5,000.00	*
New Plantings 2018				
	Subcontract to install new plants as defined on bidding documents	July	\$ 43,345.85	*
New Irrigation system 2018				
	Subcontract to design, install and provide ongoing service for new irrigation system on Median #1, as defined in bidding documents	July	\$ 5,482.00	
Subtotal Base Scope			\$ 53,827.85	
Consulting Services -Planning, budgeting etc.				
	On Call consulting service, NTE 30 hours, billed only as incurred		\$ 5,175.00	*
TOTAL CONTRACT AMOUNT			\$ 59,002.85	

Additional scope priced upon request

* Indicates expense line items covered in part by the CLPC NRP funding noted below.

Invoices submitted for Base Scope:

25% upon contract signing - 100% to LHNA		\$ 13,456.96
50% upon completion of new plantings, estimated end of July - 100% to LHNA		\$ 26,913.93
25% at end of season -		\$ 13,456.96
CLPC	\$	10,000.00
LHNA	\$	3,456.96

Invoices submitted for Consulting Services:

Billed as incurred - 100% to LHNA TBD

Funding: NRP dollars