

Nicollet Square

Community Benefits Agreement

1. Introduction and Background

1. The following agreement was developed by and between Kingfield Neighborhood Association (KFNA / "Neighborhood") and Plymouth Church Neighborhood Foundation (PCNF / "Developer") and Housing 150 Nicollet, LLC ("Owner").
2. PCNF is developing 42 units of housing serving a population consisting primarily of people age 18-22 at risk of homelessness, with shared program space and commercial / retail space on the ground floor (the "Development").
3. The entire project is referred to as "Nicollet Square" and the people who live there as "Residents".
4. Individuals living in relative proximity to the Development, but not Residents of the Development, are referred to as neighbors.
5. The Development will be managed by a professional property management company (the "Manager"), with social services provided by a professional social service provider, such as YouthLink (the "Service Provider"). Both the Manager and the Service Provider will be on-call 24 hours a day, with a front desk at the Development staffed 24 hours a day year round.
6. In order to foster understanding between Nicollet Square and the Neighborhood and address concerns cited by individual neighbors, this agreement was drafted.
7. All parties named in this agreement have expressed a desire to work cooperatively to maintain a safe and vibrant community.
8. Inherent to this agreement is the assumption of certain rights. These include, but are not limited to:
 1. All Residents and neighbors have a right to personal safety.
 2. All Residents and neighbors have a right to a safe and quiet enjoyment of their property.
 3. All Residents and neighbors have a right to safe and decent housing.
 4. All parties have real property rights, particularly those enumerated by City of Minneapolis ordinances.

2. Goals of the Agreement

1. To ensure that the Development adequately and properly supports the Residents.
2. To have the Neighborhood recognize the value of the Development.
3. To have the Development improve perceptions of safety at the intersection of 37th Street W and Nicollet Avenue S.
4. To have the Development enliven Nicollet Avenue as our community's corridor.
5. To have the Development enhance and support existing neighborhood businesses.
6. To integrate the Development and its Residents into the existing fabric of the neighborhood.
7. To ensure that the Development is well-constructed, attractive and built to last.

8. To ensure that the Development is mindful of its ecological footprint and is taking advantage of proven technologies and knowledge about sustainable construction and building operations.
3. Recognized Benefits of the Development
 1. Addresses a vacant and boarded building.
 2. Reduces opportunities for crime by adding "eyes on the street" to the corner of 37th Street W and Nicollet Avenue S.
 3. Addresses a critical need for supportive housing for young adults at risk of homelessness.
 4. Promotes commercial viability for Nicollet Avenue and the Kingfield neighborhood.
 5. Encourages further economic development along Nicollet Avenue.
 6. Provides a land use compatible with Nicollet Avenue as a main corridor through Kingfield.
4. All Parties Agree to:
 1. Report crime and suspicious activity in the neighborhood to the police.
 2. Work with each other and with the Minneapolis Police Department, particularly the Crime Prevention Specialist assigned to the area, to ensure public safety.
 3. Use regular and direct communication to express their needs and problems, provide early intervention on issues, and to ask for assistance in facilitating communication when necessary.
 4. Form a Nicollet Square Advisory Group to facilitate communication among parties listed in the agreement, address concerns regarding the Development and make recommendations to the involved parties.
 1. The Advisory Group will meet quarterly for the first two years Nicollet Square is operational and then as needed with a minimum of one per year unless otherwise agreed upon by all parties.
 2. The Advisory Group will consist of one appointed representative each from:
 1. Neighborhood Executive Board Representative, appointed by KFNA
 1. Shall report to both KFNA's Redevelopment Committee and KFNA's Board.
 2. Neighbor-at-large, appointed by KFNA
 1. Shall report to KFNA's Redevelopment Committee.
 3. Developer / Owner
 4. Manager
 5. Service Provider
 6. Resident
 7. Retail Tenant(s) Representative, appointed by Developer, if there is an interested individual.
 3. Advisory Group meetings shall be reasonably publicized (via Kingfield Neighborhood Association e-mail list at the least) and shall provide an open forum for public comments at the beginning of each meeting.
 5. Provide parties of this agreement with updated contact information if there are any changes in Development or Neighborhood leadership.
5. Developer / Owner Agrees to:
 1. Make a good faith effort to ensure social service best practices are incorporated to assist the Residents.
 2. Maintain and monitor closed-circuit security cameras on the premises.
 3. Update the Nicollet Square Advisory Group in writing on progress on social service program outcomes.

4. Operate a 24 hour front desk at the facility for as long as the building is supportive housing.
 5. Update KFNA's Redevelopment Committee monthly in writing during construction to track progress.
 6. Publish contact information for the Development, Manager and Service Provider so that neighbors know whom to contact in case of a maintenance problem, tenant problem or emergency. Contact information will be shared annually in a means accessible to a large percentage of the neighborhood, including the Kingfield News and the Lyndale Neighborhood News. Contact information will be shared directly annually with nearby neighbors.
 7. Encourage Residents and staff to become involved in activities throughout Kingfield and as part of the Kingfield Neighborhood Association.
 8. Communicate any arrests or 911 calls on the Development premises to the Kingfield Neighborhood Association's Crime Prevention and Safety Task Force.
 9. Encourage staff and Residents to participate in KFNA's Crime Prevention and Safety Task Force.
 10. Forbid alcohol on the premises, both in the residential and retail areas. This stipulation would not apply to single family townhouses which might be part of a future phase of development on the site.
 11. Clearly sign and enforce all on-site parking restrictions.
 12. Address loitering issues at the Development site and with Residents throughout the neighborhood.
 13. Maintain the exterior appearance of the building in a manner consistent with, or better than, the level of care exhibited by neighbors.
 14. Prohibit the retail component to be open for business past 10 p.m., unless previously agreed to by Neighborhood.
 15. Prohibit the retail component to operate outdoor speakers or create unreasonable exterior noise, unless previously agreed to by Neighborhood.
 16. Frequently and regularly conduct trash and litter pick-up on the Development site and adjacent areas.
 17. Provide and maintain at least one trash receptacle on the exterior of the building in a public space.
 18. Conduct timely snow removal and sidewalk maintenance as appropriate.
 19. Provide one representative each for Developer, Manager, Service Provider and Resident for Nicollet Square Advisory Committee.
 20. Appoint one representative as an at-large retail representative to the Nicollet Square Advisory Committee.
 21. Structure the building in such a way as to not preclude an adaptive reuse or unit reconfiguration that would include a mix of unit types and sizes.
6. The neighbors of Nicollet Square are Encouraged to:
 1. Volunteer time and professional expertise in the service of Residents of the Development.
 2. Communicate matters of concern through the proper channels.
 3. Respect the personal safety and confidentiality of the Residents.
 7. The Neighborhood Agrees to:
 1. Work with the Developer and Service Provider to collaboratively and productively address building operations and Resident issues through the life of the Development.
 2. Work with the Developer to collaboratively and productively address land entitlement issues including, but not limited to, zoning, planning and building issues.
 3. Gather and disseminate information and updates related to the Development pertinent to all interested parties.

4. Provide one representative for Nicollet Square Advisory Committee.
5. Appoint one neighbor-at-large representative to the Nicollet Square Advisory Committee.
6. Be a resource to provide insight to strategies affecting neighborhood livability.
7. Provide and distribute updated contact information to interested parties.

This agreement is approved by the following:

Kingfield Neighborhood
Association

Plymouth Church Neighborhood
Foundation

Housing 150 -
Nicollet LLC

Sarah Linnes-Robinson

Lee Blons

Marion Etwiler

Title

Title

Title

Date signed

Date Signed

Date Signed