

Northside "Kitchen Table" Cooperative
2205 Lowry Avenue N. Minneapolis MN 55411

Northside "Kitchen table" Cooperative Proposal

1.

- a. Northside "Kitchen Table" Cooperative, 2205 Lowry Avenue N. Minneapolis MN 55411
- b. We are in the process of developing the legal structure for a cooperative that will support residents of North Minneapolis to purchase and develop property in their own neighborhood. This follows the precedent of the Northeast Investment Cooperative with various differences to meet our context and mission.
- c. Federal ID is forthcoming.
- d. State ID is forthcoming.
- e. Contact persons for this proposal are Chaun Webster Curator of Ancestry Books and D.A. Bullock Founder of Bully Creative Shop. Telephone contact is 651-269-5346, Email is firehousecollective1704@gmail.com.
- f. Authorized corporate officer for entity forthcoming.

2. Description of Proposed Redevelopment

The Northside "Kitchen Table" Cooperative is a member-owner cooperative that will serve as a means for residents, particularly poor and working class, working poor, immigrant, communities of color and Indigenous peoples' communities living in North Minneapolis to purchase and develop property in their neighborhoods and have more ownership stake, horizontal power, and self-determination as a community. We are requesting a negotiated period of time to continue to build a membership base for this cooperative in order to purchase and redevelop the property at 1704 33rd Ave North as a community-arts economy hub. One precedent for The Northside "Kitchen Table" Cooperative is the Northeast Investment Cooperative at the intersection of Lowry and Central in Northeast Minneapolis. The Northside Cooperative differs from the Northeast Cooperative in that the focus of our membership base and the amount of money required to become a member is intentionally intended to support resident members who have been traditionally underrepresented and disengaged from this kind of process .

in their Creative City Road Map, Minneapolis has stated a commitment to supporting and expanding an arts economy. However creative jobs are more heavily concentrated in some zip codes than in others. Data from the Minneapolis Creative Index shows that North Minneapolis is clearly under-resourced with regard to formal art spaces and creative jobs especially in zip code 55411. Additionally, the nonprofit arts & culture industry is a \$1.2 billion dollar industry in our state. There are a lack of physical places in North Minneapolis that support working artists and their various needs. What we are proposing for this historic fire station at James and 33rd is the development of a multi-use artist tenant co-working space anchored by successful resident owned creative businesses.. As a co-working space it would provide an economically and geographically accessible way for artists based in North Minneapolis to build the economic sustainability for their work in order to grown in our contribution to the \$1.2 B of total impact the arts and culture sector make in Minnesota . This work needs space to generate revenue. This co-working space will provide a number of amenities for the artists who utilize it, from internet, to computers with

creative software bundles, meeting rooms and visual/audio production rooms. There will be workshops provided for artists looking for advice on how to build contracts, and consultation services provided in a number of creative fields. The **co-working space** will generate revenue from a membership co-work space model. Anchor businesses will generate tenant rental/lease revenue for the building. The anchors will be Ancestry Books, a **North Minneapolis based Bookstore** and Bully Creative Shop, a **boutique creative agency and film/video production house**. Ancestry Books which is now located at the corner of Lowry and Penn in North Minneapolis will expand its operations and services to residents through this space, from consultation to schools, field trips, workshops for educators and programming for young people in the neighborhood. Bully Creative Shop, will expand its existing operations in the redeveloped building space. The location of the firehouse in a residential neighborhood, makes it especially suitable for the anchor organization's expansions. The building will have space for a **café/coffee house and a theater for performance, community gathering that can be used as a microcinema (approximately 100 seating capacity) each serving as their own revenue stream for the building.**

3. Identification of the Entities and Roles

The entity applying to be purchase the property is the Northside "**Kitchen Table**" **Cooperative**. This entity is in its start-up phase of determining membership, drafting bylaws and a business plan with technical support from the Cooperative Development Services.. Key membership for "Kitchen Table" Cooperative is drawn from interested parties in the Northside Fire House Collective: a collective of Northside residents and stakeholders that have had oversight in this process. The collective includes individuals and their organizations who are deeply involved in North Minneapolis and experienced in leading arts-based community development including rehabbing facilities, owning and managing commercial property, and building and running viable businesses and community programs. Individually and collectively we have a track record for planning, and executing high quality, relevant, vibrant arts and cultural enterprises.

D. A. Bullock , Bully Creative Shop: Anchor Tenant <http://bullycreative.com/>

Bullock is a McKnight Foundation Artist fellow, an award-winning filmmaker and principal at Bully Creative Shop. As a film and television director, an ad-agency creative, cinematographer and an editor, Bullock has honed every facet of his filmmaking repertoire. Bully Creative Shop was created to bring that entire tool-kit of skills to the table. Bullock is currently working with the City of Planning and Economic Development as part of Intermedia Arts Creative Citymaking with the City of Minneapolis.

Verna Wong and Chaun Webster, Ancestry Books: Anchor Tenant <http://www.ancestrybooksmn.com/about>

In June 2013, after having received the Center for Urban and Regional Affairs (CURA) Neighborhood Partnership Initiative Grant (NPI), Wong and Webster launched a six month critical literacy initiative. They worked with residents in the Cleveland neighborhood of north Minneapolis to both build six little lending libraries and have them stewarded by residents. In addition, they organized events during the summer at their home connecting the literary arts to the Cleveland neighborhood. After learning a great deal from previous efforts, on January 27th 2014 they launched a Kickstarter campaign to raise \$10,000 to launch what would be the only bookstore in Minnesota with the purpose of re-centering the narratives of Indigenous authors and authors of color. This campaign was so well received that within

13 days of the 30 day campaign they reached their goal of \$10,000 and went on to surpass it by \$5,000. They then received CURA's Artist Neighborhood Partnership Initiative Grant (ANPI) to run events out of Ancestry Books. From March to June Verna and Chaun, along with a number of community members did work at a storefront on 2205 Lowry Ave N Minneapolis that they began leasing. Community members came out to help with painting and flooring. Juxtaposition Arts' Environmental Design Lab was contracted to design and fabricate the shelves and Juxtapositions Arts' Graphics Lab was contracted for the logo work. With the aid of the community, Ancestry Books, the only bookstore on the Northside of Minneapolis, had its grand opening June 7th with a magnificent neighborhood reception. Currently, Ancestry is seeking a permanent home to expand its services. In addition to its retail bookstore there is great potential to offer classes, workshops and professional development for the Literary Arts community in North Minneapolis. Ancestry has partnered with the Loft Literary Center in the past year to bring in notable national and international authors and a larger facility would allow us to host events in our home community.

DeAnna & Roger Cummings: Juxtaposition Arts, Advisor and Fiscal Sponsor <http://juxtapositionarts.org/>

Juxtaposition Arts is a North Minneapolis institution, founded in 1995, that combines design education and youth empowerment with a social-enterprise business model. Youth begin with visual-arts literacy training and then have opportunities to be employed while learning and teaching professional design, production and marketing skills in one of five social-enterprise studios that produce high-quality design products and services for sale to local and national customers. Juxtaposition owns and operates four buildings (20,000 sq. ft.) on an arts campus at the intersection of West Broadway & Emerson in North Minneapolis, which has helped to leverage over 70 Million dollars of community development investment in the immediate neighborhood. As part of the campus, they have operated a artist studio co-op that has been at full capacity since it opened in 2010 and speaks to the demand for artist spaces for working artists in North Minneapolis.

Nate Young: Bindery Projects, Advisor http://thebinderyprojects.com/thebindery_projects/home.html

The Bindery Projects is an alternative exhibition space in Saint Paul co-founded by Caroline Kent and Nate Young. Its major goal is to facilitate engaging and meaningful exhibitions operating outside constraints of institution and market seeking to be a catalyst for pragmatic critical thought and conversation. Nate Young received his BA from Northwestern College in MN (04), his MFA from California Institute of the Arts (09) and completed an artist residency at the Skowhegan School of Painting and Sculpture (09). His work explores the contemporary discourse of racialization in a way that is focused not on the particular politics of social engagement but instead aims to deconstruct the essentialism that allows modern oppression. He interrogates these ideas through poetic gestures as well as analytical and intentional positions reacting against popular notions of art production. He has been awarded grants through the MN State Arts Board and is a 2009 Bush Fellow. The Bindery Project is a recent Knight Foundation Arts Challenge recipient and is bringing vital energy to the Green Line Corridor in Saint Paul.

Architectural and Contractor

We have been working closely with Mobilize Architecture and Design and Tri Construction to determine development costs and preliminary designs.

Jamil Ford, Mobilize Architecture

<http://www.bizjournals.com/twincities/print-edition/2014/08/29/mobilize-design-jamil-ford-north-minneapolis.html>

The mission of Mobilize Design & Architecture (LLC, MBE) is to provide architectural, design, community engagement and planning services to diverse communities, with a firm that represents the diversity found in the communities we serve. Ford has over ten years of architecture, design and planning experience. His experience as a project architect includes project execution, development of projects, client interface through all phases, development of schematic and design development plans, coordination of team members and consultants, and extensive use of Autodesk Revit, SketchUp and 3dsMax.

Tri-Construction, Contractor

Tri-Construction is a minority-owned, general commercial contractor, specializing in carpentry and drywall construction work. They have worked extensively with Mobilize and Juxtaposition Arts in North Minneapolis.

4. Development Budget

The collective is in conversation with Northside Economic Opportunity Network, Community Land Bank, Community Land Trust and NorthCountry Cooperative Development Fund for financing for both purchase price and redevelopment costs. We are working with the Cooperative Development Services to expedite this process and determine the best source for financing. The development costs would be \$1.2M to bring the property up to code plus an additional \$1M for architectural and contractor services. We can furnish details in March 2015 and previously requested an extension to the RFP deadline to complete this work. We are requesting that the City of Minneapolis consider the precedents in New York City and Madison Wisconsin that have both invested significantly in worker-owned cooperatives (1.2 M in New York and 5M in Madison)

5. An Operating pro forma

The Operating pro forma is still in development and dependent on final determination of anchor tenants and operating costs once scope of renovations is complete.

6. Letters of intent from tenants (attached)

7. Description of public benefits

This project kicks off an ambitious community development project at the corner of James and 33rd. It is anticipated that the entire project will be completed over the next two years and will result in a major arts asset for North Minneapolis and the entire community. It will revitalize a key node in North Minneapolis and will function as a regional destination for the broader arts community. Residents will also benefit from the visual improvement of the property serving the entire Northside of Minneapolis. Which should aid in the continued rise in the property values in the area. It will contribute substantially to revitalization of this key node.

This project addresses all of the City of Minneapolis Vision, Values, Goals & Strategic Directions adopted in March 2014 particularly in areas of creative vitality, equity and inclusion. We believe that the two strategies of 1) creating a resident-owner cooperative model and 2) arts-based community development will increase vitality, build wealth and power for residents of North Minneapolis.

Minneapolis and the Twin Cities is known nationally as an innovative hub for new models of creative economic strategies. We have a broad community of support and learning for member owned cooperatives - but this structure has not yet been extensively employed in low-income communities of color nor in the creative industries and has enormous potential for impact. This project will engage - and potentially employ - 10 working artists and community leaders in North Minneapolis. These leaders have an established track record for organizing, mobilizing and financing ambitious projects that dramatically increase cultural and economic vitality in areas of our community that have experienced decades of disinvestment.

The city incentivizes large corporations to come to Minneapolis - how might we incentivize low income, middle class residents to build their wealth through cooperatives and property ownership? We know that the Arts-based community development has worked powerfully in other nodes in our communities - can we leverage the strength of this approach for the Firehouse?

8. Proposed Timeframe::

February 2015

Filing Articles of Incorporation for The Northside "Kitchen Table" Cooperative

March 2015

- Meeting with Cooperative Development Services (CDS) to strategize around drafting by laws and filing articles of incorporation.
- Drafting Cooperative By Laws: March 9nd - March 13th
- Filing Articles of Incorporation by March 16th.
- Financing Strategy: North Country Development Cooperative (NCDF) in collaboration with CDS will be assisting with sourcing funding both through loans and grants for renovation and occupancy

May 2015

- Close on Property & Design predevelopment
- Begin public meetings, community engagement, visibility strategy and fundraising

January 2016

- Construction phase begins

September 2015

Northside Kitchen Table Collective proposal to CPED for Former Firehouse #14
February 2015

- Occupancy

Resources:

"Worker Cooperatives for New York City: A Vision for Addressing Income Inequality" Federation of Protestant Welfare Agencies, January 2014

http://www.fpwa.org/binary-data/FPWA_BINARY/file/000/000/697-1.pdf

"Wealth inequality has widened along racial, ethnic lines since end of Great Recession" Pew Research Center, December 2014

<http://www.pewresearch.org/fact-tank/2014/12/12/racial-wealth-gaps-great-recession/>

"Worker Cooperatives: Pathways to Scale" The Democracy Collaborative, June 2014

<http://community-wealth.org/sites/clone.community-wealth.org/files/downloads/WorkerCoops-PathwaysToScale.pdf>

"Madison, Wisconsin, Is Investing \$5 Million In Worker Cooperatives" Fast Company, February 2015

<http://www.fastcoexist.com/3041736/madison-wisconsin-is-investing-5-million-in-worker-cooperatives>

Creative Minnesota Report <http://creativemn.org>



2205 Lowry Avenue N.
Minneapolis, MN 55411

T 612-521-4090
E hello@ancestrybooksmn.com

February 26, 2015
Casey Dzieweczynski
City of Minneapolis Community Planning and Economic Development
105 Fifth Avenue South, Suite 200
Minneapolis, MN 55401

Dear Casey,

My name is Chaun Webster and I am the co owner and co founder of Ancestry Books, a bookstore centering on the narratives of Indigenous authors and authors of color located at 2205 Lowry Avenue N., Minneapolis MN. I am writing you to indicate my intent to have Ancestry Books become a tenant for the Northside Kitchen Table Cooperative should they successfully acquire the city-owned property at 1704 James Avenue N. Minneapolis. We consider this an opportunity for Ancestry Books to expand in space and services offered so as to grow economically especially since we have already outgrown our current space. We look forward to your response as this process moves forward.

Sincerely yours,

Chaun Webster

Curator of Literature, Ancestry Books

NON BINDING LETTER OF INTENT TO LEASE

02/26/2015

Bully Creative Shop
3238 Washburn Ave. N.
Minneapolis, MN. 55412
Attn: D.A. Bullock

Re: Letter of Intent to Lease

Dear Northside Kitchen Table Co Op:

Per our conversation, this correspondence shall serve as a Non-binding Letter of Intent to lease the property located at 1704 33rd Ave N.

Proposed Terms and Conditions:

Property:

Legal Description:

Municipal Address:

Demised Premises:

Lease Term:

Primary term to be _____ () years effective _____, 200__
or upon completion of the premises or Tenants occupancy the later of
which shall be the determining date. Tenant to retain ___ renewal
options each for a period of ____ () years.

Property Access:

Tenant to have full and complete access to the Property _____ ()
days prior to Lease Commencement date in order for Tenant to
initiate and complete Tenant improvements necessary for the intended
use of the premises.

Lease Rate:

\$ _____ per month for the first _____ () years of the primary
term. Rent for years _____ of the primary term shall be \$ _____
per month. Rent for option period to be \$ _____ per month.

Deposit:

A deposit check in the amount equal to the first months rent shall
accompany the executed Lease Agreement.

Expenses:

The following details the party responsible for the respective
expenses:

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- | | |
|---|---------------------|
| | (Tenant / Landlord) |
| A. Electricity (Demised Premises): | _____ |
| B. Electricity (Exterior security lighting): | _____ |
| C. Water / Sewer: | _____ |
| D. Gas: | _____ |
| E. Janitorial: | _____ |
| F. Trash Removal (Exterior grounds/dumpster): | _____ |
| G. Driveways/Yard/Grass etc.: | _____ |
| H. Roof / Structural Maintenance: | _____ |
| I. Interior/Exterior Maintenance: | _____ |
| J. Window Washing: | _____ |
| K. Liability Insurance: | _____ |
| L. Property/Fire & Extended Coverage Insurance: | _____ |
| M. Ad Valorem Taxes: | _____ |
| N. Property Taxes: | _____ |
| O. Plate Glass: | _____ |
| P. Locks/Keys: | _____ |

H/VAC: Landlord to insure that all H/VAC systems are in good working condition prior to occupancy and shall, for a period of ____ days (____) days from date of occupancy, be responsible for any repair and/or replacement necessary.

Electrical / Plumbing: Landlord to insure that all existing electrical system(s) and plumbing system(s) are in good operating condition prior to occupancy. Thereafter Tenant shall be solely responsible for all Electrical & Plumbing systems (Tenant responsible only for plumbing above the slab. Landlord to warrant all plumbing for 60 days from lease commencement)

Permits: Lease Agreement is contingent upon Tenant obtaining all necessary permits to include occupancy, zoning etc. necessary for operating the intended business.

Signage: Tenant to be responsible for any new signage in front of the leased Property however Landlord shall be responsible for the removal of any unwanted existing signage.

Environmental: Tenant cannot be responsible for any existing contamination at the site. Although Tenant does not anticipate environmental problems, Tenant will require copies of whatever environmental information that the Landlord may have to assist in the environmental evaluation of the Property prior to Lease execution.

ADA Compliance: If required by Louisiana or Federal law, Landlord shall be responsible for the property to comply with ADA regulations for restrooms and property access.

Tenant _____ (address)

 _____ (e-mail address)

(Work Phone)
(Cell Phone)

Intended Use:

Lease Agreement:

Lease Agreement shall be provided by the Landlord.

Non-Binding:

This Letter of Intent is completely non-binding and has no effect on either party whatsoever until a Lease Agreement has been fully executed by both Tenant and Landlord.

Agency:

Landlord and Tenant acknowledge and accept that the undersigned, _____ (Agent), as the Designated Listing Agent for the Landlord is working as a _____ Agent as provided for in the attached Disclosure and Consent forms.

Brokerage:

Landlord agrees to pay a brokerage fee of a minimum of _____ percent (____%) of the scheduled gross lease value to _____. Commission is due and payable at Lease Execution. Landlord also agrees to pay a brokerage fee of _____ percent (____%) based upon the gross scheduled lease value on any expansions of the lease as well as _____% of the scheduled gross lease value on any extensions, options or renewals of the Lease Agreement.

Each party shall keep confidential each of the provisions of this Letter of Intent and all information each party obtains regarding the other party, and Landlord shall not offer subject property to any other prospective tenant during the term of this Letter of Intent. This Letter of Intent supersedes any and all previous negotiations with Tenant, whether written or verbal.

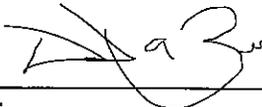
If the above terms and conditions are acceptable, please indicate in the appropriate space provided and provide a formal lease agreement for the Tenants review within ten (10) days of the acceptance date of this Letter of Intent. Please consider this proposal valid until 5:00pm, _____.

Sincerely,

Agreed to and Accepted:

TENANT

LANDLORD



2/26/2015

by:

by:

Date

Attachment 1
Form of Consent for Release of Response Data

Feb 26, 2015

City of Minneapolis
Department of Community Planning and Economic Development
105 5th Avenue S.
Minneapolis, MN 55401

Re: Former Fire Station #14 Request for Proposals
Consent for Release of Response Data

EM Althemer, on behalf of
Five House Collective, hereby consents to the release of its development
proposal in response to the Former Fire Station #14 Request for
Proposals and waives any claims it may have under Minnesota Statutes Section 13.08
against the City of Minneapolis for making such information public. The foregoing
consent and waiver does not extend to financial statements submitted under separate
confidential cover, which shall be treated by the City consistent with Minnesota Statutes,
Section 13.591.

EM Althemer
2/26/15