



CITY OF ANOKA

Housing & Redevelopment Authority

Monday, June 13th, 2016

Anoka City Hall

Council Chambers

5:00 p.m.

- I. Call to Order
- II. Roll Call
- III. Approval of the Agenda
- IV. Approval of Minutes
 - A. May 9th, 2016 Regular Meeting
 - B. May 9th, 2016 Worksession
- V. Open Forum
- VI. Unfinished Business
 - A. Walker Methodist Plaza Gardens Report
 - B. HRA Owned Land on 2nd Ave between Madison and Monroe Streets
 - C. Chairpersons Quarterly Meeting Recap
 - D. Other Reports
- VII. New Business
 - A. Consideration of Land Swap and Sale of Property on Fairoak Avenue and First Avenue
- VIII. Discussion Items
- IX. Tentative Agenda Items for Future Meetings
- X. Adjournment

AGENDA ITEM IV. A.

**CITY OF ANOKA
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING MINUTES – MAY 9, 2016**

Call to Order: Chair Carl Youngquist called the meeting to order at 5:00 p.m.

Roll Call: Commissioners present were: Chair Carl Youngquist, Lynn Hopkins, Lori Manzoline, Colleen Werdien. Absent: Commissioner Dave Bonthuis. Staff present were: Housing Manager Darin Berger. Others present: None.

Approval of the Agenda: MOTION BY COMMISSIONER WERDIEN, SECONDED BY COMMISSIONER MANZOLINE, TO APPROVE THE AGENDA AS PRESENTED.

UPON A VOICE VOTE, MOTION CARRIED.

Approval of Minutes:

April 11, 2016, Regular Meeting: MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER MANZOLINE, TO APPROVE THE APRIL 11, 2016, REGULAR MEETING MINUTES AS PRESENTED.

Housing Manager Darin Berger noted the audio did not work well during last month's meeting so the minutes from the final two items of that agenda are abbreviated. He noted no action was taken during those two items so there should be no concern.

UPON A VOICE VOTE, MOTION CARRIED.

Open Forum: No one appeared.

Unfinished Business:

Walker Methodist Plaza Gardens Report: Mr. Berger stated that on April 21 the skyway connecting Walker Plaza and Walker Plaza Gardens was installed. He said this was a huge undertaking that attracted many spectators but one that is an integral part of the future synergy of these two buildings. In addition to the *Anoka Union* covering the event, Walker Methodist hired a company to film the raising of the skyway and interview the key stakeholders that made it happen. HRA staff was asked to help tell the HRA's story and comment on the skyway being dedicated to former HRA Commissioner Merrywayne Elvig. QCTV also just aired a segment on their May edition of *Anoka News and Views*.

Mr. Berger said as of May 6, 2016, Walker Plaza Gardens has an interest list of 25 people. This number will significantly increase as the project nears completion later this summer. Current residents have until May 15, 2016 to reserve their choice of rooms. He said there have not been any additional disbursement requests received for this project since the fourth one on February 22, which to date totals \$190,656.00. He noted Walker Methodist is in the process of refinancing Walker Plaza and intends to put up to \$1.5 million into the existing building later this year. Improvements are set to include exterior façade upgrades, interior reconfiguration of spaces and cosmetic finishes.

Mr. Berger said Weis Builders are constructing the project efficiently and are still on schedule for an August/September completion, with a soft opening in September and a grand opening in October.

Action Requested: No action is necessary at this time; informational only.

Chair Youngquist referred to the miscommunication that resulted in the skyway being almost completely put in place prior to the filming. He said he was very pleased Walker Methodist recognized what Merrywayne Elvig did for the community by dedicating the skyway in her name, adding her family will be very pleased.

1806 2nd Avenue Report: Mr. Berger shared that on April 18, 2016, Sauter & Sons demolished the two-unit structure at 1806 2nd Avenue. Staff was on hand and shared photos of the demolition.

Mr. Berger said this was the final structure the HRA was set to acquire and demolish in this area prior to moving ahead with marketing for redevelopment. Since that time staff has been in contact with several brokers and a developer to gather information and determine how the HRA should proceed. There were some favorable responses and the Board will be updated at the June meeting as to how those efforts are progressing.

Action Requested: No action is necessary at this time; informational only.

Chair Youngquist said the timing is right with spring coming on and the market is fairly active, both in commercial and residential properties. He said there should be demand as we move forward aggressively with a broker who will actively pursue the listing.

Mr. Berger said he should know information by the end of the week with regard to a developer.

Other Reports: Mr. Berger said there were no other updates at this time.

Commissioner Werdien inquired about the progress with Jensen's. Mr. Berger said they have not completed their living area project yet but have completed the business area. He said he will be following up with the soon for an update.

Chair Youngquist noted they will need to install an elevator for this site.

New Business:

Consider Demolition Request for 500 Taylor Street: Mr. Berger stated that Elim Baptist Church is considering demolition of a house they own at 500 Taylor Street adjacent to their church. The house has been vacant for many years and has recently been used as storage for the Church. They approached the HRA after hearing we may have funds available to help them with the costs for this project.

The Anoka Scattered Site Replacement Program (SSRP) was established to reduce the impact of substandard and/or vacancy housing to improve residential neighborhoods, to improve the City's

housing stock and to increase the City's tax base. In this particular case the applicant is asking for demolition assistance and/or dumpster rental assistance for an existing home but the intention is not to rebuild a single family home on the site. Elim Church would like to move their community garden to that space and expand it to include flower gardens and landscaped areas. Mr. Berger shared the SSRP Guidelines and noted Option III would be the most fitting for this request.

Mr. Berger said this is an atypical request for this program but one staff felt the Board should make a final determination on.

Action Requested: Staff is requesting the Board approve or deny Elim Baptist's Church request for demolition assistance of either kind by motion, second and vote.

Commissioner Werdien asked who the community garden will serve. Mr. Berger said the garden could possibly be for the community but was unsure.

Commissioner Hopkins said assistance is for demolition to allow a new single family home and to only result in parking or gardens does not put the property back on the tax rolls. She said this is not the best use of our funds to create an empty lot.

Commissioner Manzoline noted even if Elim Church built a house it would not go back on the tax rolls.

Chair Youngquist said if they build something that at least fits part of the criteria that would be fine but there are so many variables that he feels we would be establishing a precedent that we may be uncomfortable with. He said he is not opposed to seeing the house go away and the church recognizes that as it is not an asset to the neighborhood but the options for this project do not meet the criteria.

Commissioner Hopkins said the home could not be owner-occupied either and enough of the other conditions outlined do not meet the criteria.

Chair Youngquist in an effort to show some willingness to assist he would be open to approving dumpster assistance at \$455 compared to demolition of \$13,000. He reiterated that this is not the right use of the SSRP and would create a precedent.

Commissioner Werdien said she is not sure how this would help the community.

Commissioner Hopkins said the SSRP program is for specific lots and specific homes and if a single family home could go back up it would work but creating green space only is not the right intent.

Chair Youngquist agreed there are too many variables but reiterated that he would not be opposed to offering dumpster assistance.

Commissioner Manzoline said dumpster assistance still does not meet the criteria.

MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER WERDIEN, TO DENY THE DEMOLITION ASSISTANCE REQUEST FOR 500 TAYLOR STREET.

UPON A VOICE VOTE, MOTION CARRIED.

Discussion Items: None.

Tentative Agenda Items for Future Meetings:

Chair Youngquist noted the Board will be adjourning to hold a worksession regarding rental licensing.

Adjournment: MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER WERDIEN, TO ADJOURN. The motion carried, the meeting was adjourned at 5:27 p.m.

Submitted by: Cathy Sorensen, *TimeSaver Off Site Secretarial, Inc.*

AGENDA ITEM IV. B.

**CITY OF ANOKA
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING MINUTES – MAY 9, 2016**

Call to Order: Chair Carl Youngquist called the worksession meeting to order at 5:30 p.m.

Roll Call: Commissioners present were: Chair Carl Youngquist, Lynn Hopkins, Lori Manzoline, and Colleen Werdien. Absent: Commissioner Dave Bonthuis. Staff present were: Housing Manager Darin Berger.

Approval of the Agenda: MOTION BY COMMISSIONER MANZOLINE, SECONDED BY COMMISSIONER HOPKINS TO APPROVE THE AGENDA AS PRESENTED.

UPON A VOICE VOTE, MOTION CARRIED.

Rental Licensing Program: Mr. Berger gave an overview of the City's current rental licensing program and reviewed the program's recent focus, stating a large percentage of the community is rental property and without proper oversight things can get out of control quickly. He said for that reason staff has been working with the Planning and Police Departments to evaluate the program and ways to make it even better. Mr. Berger referred to how this topic was addressed at the April 25, 2016, Council worksession, stating the City currently has 460 rental licenses comprising 3,100 units. He said there were five licenses suspended this year and noted we had 496 rental licenses in 2015. Mr. Berger said the number of licenses has decreased a bit which is good because we want a healthy balance and quality and safe units.

Commissioner Werdien inquired about the suspended properties. Mr. Berger said some licenses were suspended due to lack of paperwork while some units were sold and returned to single family. He said multiple properties owned by one owner have a larger impact on the City and that some had reports of crime and substandard units while some were unfounded so staff is doing inspections beginning with problem properties. Mr. Berger said staff is working to be a presence for safe housing for its residents and with two committed staff members this will be a good start to keep moving in the right direction.

Chair Youngquist said last year Mr. Berger's staff time was split 80/20 split to help monitor rental licensing and since then there have been some job description updates and corrections. He said while the process was time consuming it was helpful because Mr. Berger was able to participate and experience first-hand rental licensing information. He said the timing is right to have new people onboard fitting the job description which will result in more aggressive rental licensing enforcement.

Mr. Berger reviewed the potential rental licensing changes:

- Bi-annual license renewal – Mr. Berger said the annual renewal of almost 500 licenses takes a lot of staff time which could be spent on other more important duties, such as inspections. He said staff will stay on top of potential rentals based on knowledge and

community contact and while he noted drawbacks include the actual process of switching to biannual he is confident it can be worked out.

Commissioner Werdien inquired about the charges. Mr. Berger said we charge just for the annual license renewal and added Council was supportive and offered a three-year license cycle instead which would coincide with the inspection cycle while still allowing for responses on a complaint basis.

Commissioner Manzoline asked how long the license period has been annual. Mr. Berger said for as long as he has known.

Commissioner Manzoline asked who would benefit from this change as she understands the benefit for staff and landlords but not necessarily the community. She said the process may get lax and not as accountable, adding these are businesses that should be held accountable. Mr. Berger said the same form is completed each year and really does not inform staff of anything, adding they are still responsible for inspections which would be increased and more stringent.

Commissioner Manzoline clarified the form generates the fee. Mr. Berger said that is correct, stating the fee is only \$46/unit which is relatively small and could be reviewed for increases as we cannot lose money on the program.

Chair Youngquist said the benefit of changing the licensing cycle to every two or three years is to give staff more time conduct inspections. Mr. Berger agreed and shared about a recent unit that was last inspected seven years ago. He said inspections have increased ten-fold since October and an improvement on who and what we can address would be helpful, especially with problem properties.

Commissioner Manzoline commented how generating license income is good.

Commissioner Werdien said the fee will have to be increased to compensate for the renewal cycle change and asked what percentage of issues are found during licensing. Mr. Berger said the form just updates ownership and contact information.

Commissioner Manzoline noted staff would not be aware of ownership information now for three years.

Commissioner Werdien said the ordinance requires contacting the City with any change of ownership.

Chair Youngquist clarified the rental license fee. Mr. Berger said the fee is \$46 plus \$1/unit after the initial fee, adding we are not even close in fee structure compared to other surrounding cities.

Commissioner Manzoline said she is not sure how much staff time it takes to collect the application and fees. Mr. Berger said almost 500 applications are received around the same time and require acceptance, fee processing and data entry.

Commissioner Hopkins suggested a database with populated fields to speed up the process. Mr. Berger agreed and said that could be reviewed but said he is looking for a broader view of the program from the Board instead of the process.

Commissioner Werdien suggested a pilot program. Mr. Berger said he is not sure that would work as license renewal is not an issue.

Commissioner Hopkins said she supports the change if it reduces staff time that will save money as long as the next step allows staff to be out doing more inspections and follow-up.

Chair Youngquist commented the program has been in place for only 10 years. Mr. Berger agreed, stating one Councilmember believes we should model our ordinance after Coon Rapids but he noted that city is larger both in population and staff and while we could tailor Anoka's after it we want to work within our resources.

Commissioner Manzoline commented that Coon Rapids' ordinance may be a bit much.

Commissioner Hopkins asked if Anoka could get Coon Rapids' overflow if we are not diligent in licensing. Mr. Berger said that is possible and while we are legally bound to accept applicants we can address some of that such as through criminal background checks and keeping an eye on tenants if they do something wrong they are asked to leave.

Commissioner Werdien confirmed the City cannot discriminate against renters with questionable backgrounds. Mr. Berger said the City cannot but noted landlords does not have to rent to any applicant.

- Reinspection schedule – Mr. Berger suggested setting the language to once every three years and ensure staff has discretion if needed based on known compliance concerns or complaints. He said the proposal increases what we currently have and establishes a schedule to inspect all units in the City every three years.

Commissioner Manzoline asked if staff inspects every unit. Mr. Berger said staff only does a quarter of the units of a multi-unit building which staff selects and then rotates for the next inspection cycle.

- Reinspection fee – Mr. Berger explained if staff has to return to reinspect such as when violations are not addressed that a \$100 reinspection fee will be charged on the third inspection or on inspections based on formal tenant complaints.

Chair Youngquist suggested charging a fee after the first inspection. Mr. Berger shared the example of a battery change for a smoke detector in an otherwise pristine property

and while staff has to return to reinspect to make sure the battery was changed a reinspection fee may be too onerous.

Chair Youngquist said a small fee should be charged for that second inspection. Mr. Berger said the fee is \$25/unit now and staff is suggesting \$100/unit, adding we have to move slowly because while we want to get people's attention we have to be reasonable.

- Crime-free housing – Mr. Berger explained the program attended by landlords put on by area Police Departments.

Commissioner Manzoline asked if this program is required by the State. Mr. Berger said he does not believe it is a State requirement but knows it does apply to Anoka. He said it allows for a timeframe to complete the class after the initial granting of a rental license for new owners and asked if we want to require repeat attendance for license renewal. He said Council is not requiring this but could do so if there are nuisance calls or criminal activity.

Commissioner Werdien asked if the program is worth attending again. Mr. Berger said while the program is worthwhile it is not worth repeating as the information is all the same. He noted there is language to require repeat classes for problem properties.

Commissioner Hopkins suggested once every three years with a new license application. Mr. Berger said possibly but noted it is the exact same course.

Commissioner Hopkins suggested every other renewal cycle.

Commissioner Werdien asked if we can improve the program to make it more worthwhile the second time around. Mr. Berger said that would be difficult to do through HUD.

Consensus was if a license holder repeatedly violates the ordinance then staff will require them to attend the crime-free housing class again.

- Addition of conversion fee – Mr. Berger said this is a fee to convert a single family home to rental property and eliminate the rebate option. He said this will reduce staff time in processing rebates and implement a nuisance fee of \$200-\$500 depending on the nuisance and a \$100 conversion fee. He noted there would be four free before any fine can be issued.

Commissioner Hopkins agreed with the program and said she would be in support of the nuisance fees starting even earlier.

Commissioner Manzoline referred to nuisance calls for renters versus homeowners. Mr. Berger said there probably is just based on density but noted they are not all criminal related calls but can be medical too.

Commissioner Manzoline said we need to encourage people to contact the police with concerns and noted the option of eviction of problem tenants. Mr. Berger agreed that is the goal.

Mr. Berger reviewed other ordinance suggestions, including:

- Requiring police and fire lock boxes on security doors with existing systems – on the exterior doors to multi-family rental properties and existing secured buildings with locked exterior doors. He said the ordinance would include grandfathered language unless changed.
- Change to occupancy requirement - 1 family per dwelling unit as a minimum to prevent overcrowding of units
- State licensed residential facilities - no licensing required but can still be monitored.

Commissioner Werdien asked if this could cause any concerns. Mr. Berger said no as there are only a few facilities at most and they are already covered by the State and our program would be redundant.

Commissioner Werdien asked if we can do inspections if needed. Mr. Berger said no as we would then have to inspect all and they are currently done by the State.

- Rental property density restrictions – some cities have done this but Mr. Berger said it is not an easy undertaking and not always well received as we have to establish cases showing issues over 10 years in order to have enough data and said this is not feasible at this time

Chair Youngquist thanked staff for the update, stating this is good and necessary information.

Commissioner Manzoline agreed, stating rental properties is a large part of our community. Mr. Berger said the process has already improved the ratio of owner-occupied to rental properties.

Chair Youngquist agreed, adding having the right staff monitoring these properties will only continue to improve outcomes.

Adjournment: MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER WERDIEN, TO ADJOURN. The motion carried, the meeting was adjourned at 6:34 p.m.

AGENDA ITEM VI. A.

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: June 13th, 2016
Re: Walker Methodist Plaza Gardens Report

As of June 9th, 2016 Walker Plaza Gardens has an interest list of over 40 people. This number will significantly increase as the project nears completion later this summer.

Walker Methodist submitted their 5th request for disbursement on June 8th, 2016 based on the terms of the Development Agreement. Draw Request #5 documentation is included in your packet.

Per the development agreement, the HRA is reimbursing Walker Methodist up to \$250,000.00 in Tax Increment Financing (TIF) funds towards Earthwork/Site work for this project. In addition to the \$250,000.00, the HRA also agreed to provide up to \$17,500.00 towards Soil Corrections for a total maximum of \$267,500.00.

Based on that language, Staff approved the 5th disbursement of \$54,411.00 to Weis Builders.

Earthwork/Sitework: \$46,004.00 (Labor)
Earthwork/Sitework: \$8407.00 (Materials)

TOTAL THIS DRAW: \$54,411.00

Disbursement #1: \$124,705
Disbursement #2: \$28,920
Disbursement #3: \$26,770
Disbursement #4: \$10,261
Disbursement #5: \$54,411

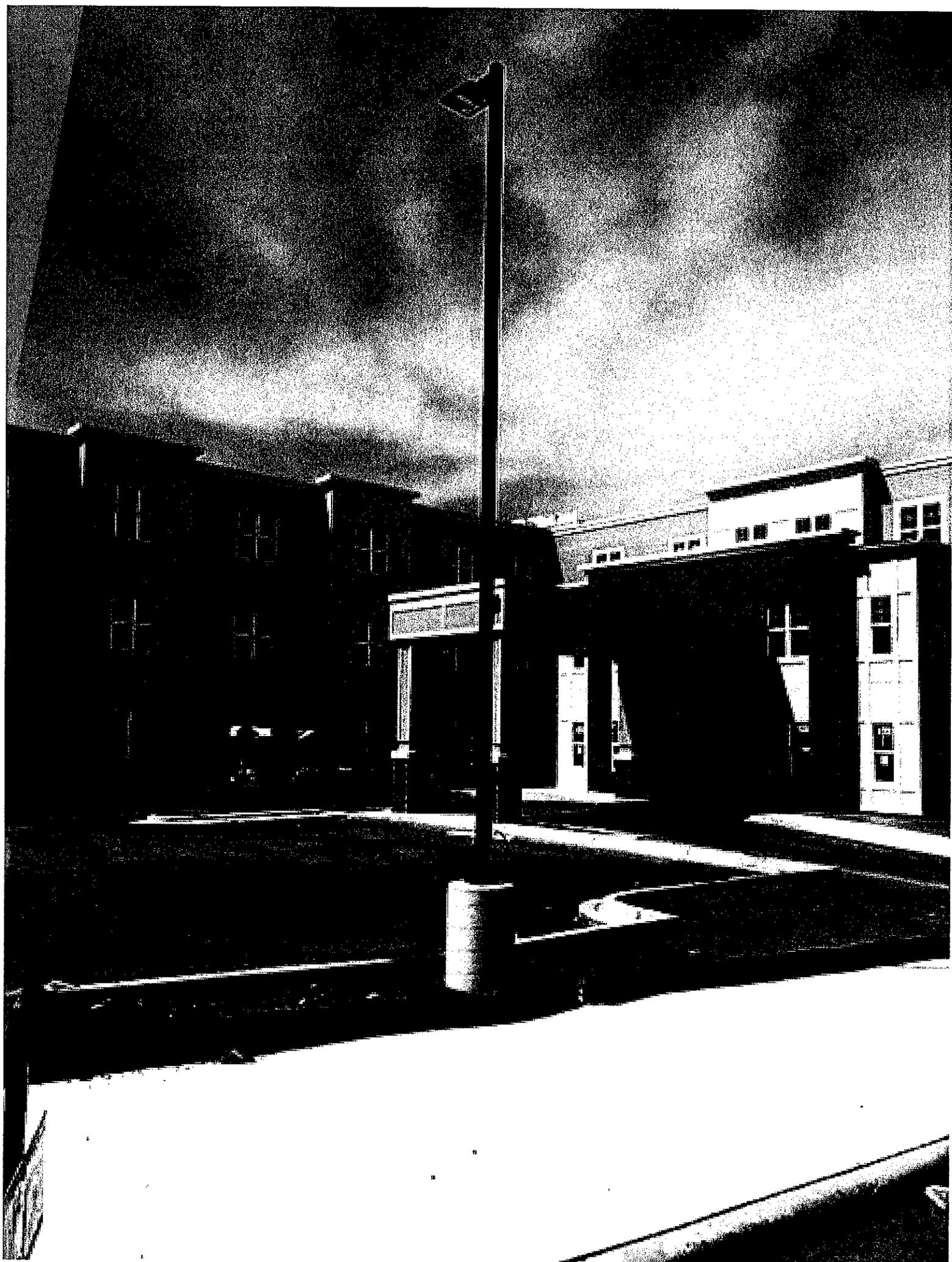
GRAND TOTAL: \$245,067

As I mentioned, Walker Methodist has refinanced Walker Plaza and intends to put up to \$1.5 million into the existing building beginning later this month. Improvements are set to include exterior façade upgrades, interior reconfiguration of spaces and cosmetic finishes.

Weis Builders are still on schedule for an August/September 2016 completion. Staff has included pictures that were recently taken for your review. Walker Methodist has set their Grand Opening and Ribbon Cutting for the project for September 15th from 1:30-3:30pm.

Action Requested: No action necessary at this time, informational only.











June 8, 2016

Mr. Youngquist
Mr. Berger
Anoka City Hall
2015 First Avenue
Anoka, MN 55303
Re: Plaza Garden's Site Inspection & Escrow Funding Disbursement Request

Gentlemen,

Per terms and conditions outlined in our development agreement of June 15th 2015 and specific to Article III, section 3.2. calls for adherence to 3 conditions (see enclosed copy) prior to release of TIF funds.

In compliance with said conditions Walker submits the following information for your review and use;

- 1) A copy of Weis Builder's "Application and Certification for Payment" form G702R (i) documenting payment requests (with highlighted cost disciplines)
- 2) Back-up AIA document G703 -1992 forms from Escrow appropriate subcontractors
- 3) Summary Sheet Outlining TIF eligible costs.

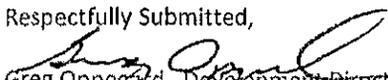
Upon a review of submitted information Walker requests a "Verification By City" site inspection of completed work

Please accept this letter as a request for site-work confirmation inspections at 100 Monroe St. Plaza Garden's construction project.

If field inspections are found to be in compliance with aforementioned development agreement and no exceptions is taken to this request. Please sign in appropriate signature block and forward signed copy back to Walker .

Upon returned of signed document Walker will request, from title that \$ 54,411.00 (Fifty Four Thousand Four Hundred Eleven) be release from escrow account /file # 40033 and paid to Weis's Builders for inspected work .

Respectfully Submitted,

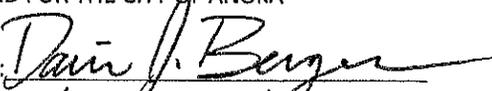

Greg Oppgaard, Development Director

CITY OF ANOKA HOUSING
AND REDEVELOPMENT AUTHORITY IN
AND FOR THE CITY OF ANOKA

By:

Title

Date


HOUSING MANAGER
6/8/16

REQUEST SUMMARY

Below is a summary of Weis G702R application (attached) qualifying for "In Place" work.

1-	Earthwork/Sitework-Foundations & Grading	\$46,004 (Labor)
2-	Earthwork/Sitework-Foundations & Grading	\$8407 (materials)

Total this request \$54,411

Completed to date

10.27.15 Escrow draw request #1	\$ 124,705
11.23.15 Escrow draw request #2	\$ 28,920
12.14.15 Escrow draw request #3	\$ 26,770
<u>2.22.16 Escrow draw request #4</u>	<u>\$ 10,261</u>

Total disbursed to date \$190,656

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702R

PAGE ONE OF TWO

PAGES

TO OWNER: Walker Methodist Plaza Gardens LLC
3737 Bryant Ave S
Minneapolis, MN 55409

PROJECT: Walker Methodist Plaza Gardens
100 S Monroe Street
Anoka, MN 55303

APPLICATION NO: 9 - Labor

Distribution to:

OWNER

PERIOD TO: 4/30/16

PROJECT NOS: 151492

FROM CONSTRUCTION MANAGER:
Weis Builders Inc
7645 Lyndale Ave South
Minneapolis, MN 55423

ARCHITECT: Kaas-Wilson
1301 American Blvd E
Suite 100
Bloomington, MN 55425

CONTRACT FOR: Construction Management

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

1. ORIGINAL CONTRACT SUM	\$	5,223,448
2. Net change by Change Orders	\$	(102,616.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	5,120,832
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,626,162
5. RETAINAGE:		
a. 8% % of Completed Work (Column D + E on G703)	\$	276,332
b. 0.00% % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	276,332
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	3,349,830
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,776,310
8. CURRENT PAYMENT DUE	\$	573,520
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,771,002

CONTRACTOR: Weis Builders, Inc

By: Michael Biskupski Date: 5/2/16
Michael Biskupski - Operating Contractor
State of: Minnesota County: Anne Arundel
Subscribed and sworn to before me on 5/2/16
Notary Public: Vicki Lee Schaubert
My Commission expires: January 31, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 573,520

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: B. Paul Date: 5/4/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner #	280,824	(22,974)
Total approved this Month # 4A		(360,466)
TOTALS		(360,466)
NET CHANGES by Change Order		(\$102,616.00)

WEIS BUILDERS, INC

Project Name
Project Number

Walker Methodist Plaza Gardens
151492

APPLICATION NO:
APPLICATION DATE:
PERIOD FROM:

9 - Labor
4/30/16
4/1/16

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE
					PREVIOLS APPLICATIONS	IN PLACE	STORED MATERIALS (NOT IN D OR E)				
					1	General Conditions	\$ 584,313.00				
2	Sitework	\$ 408,384.00	64,155.00	472,539.00	225,283.00	58,655.00	283,938.00	60%	188,601.00	27,046.45	
3	Concrete & Masonry	\$ 593,949.00	(72,934.00)	521,015.00	514,015.00	7,000.00	521,015.00	100%	-	52,101.50	
4	Steel	\$ 65,727.00	2,660.00	68,387.00	24,980.00	30,000.00	54,980.00	80%	13,407.00	5,498.00	
5	Wood & Plastics	\$ 612,057.00	85,726.00	697,783.00	449,142.00	5,157.00	454,299.00	65%	243,484.00	44,956.20	
6	Thermal and Moisture Protection	\$ 334,400.00	60,107.00	394,507.00	213,846.00	84,148.00	297,994.00	76%	96,513.00	29,799.40	
7	Doors & Windows	\$ 180,479.00	(6,461.00)	174,018.00	0.00	47,731.00	47,731.00	27%	126,287.00	4,773.10	
8	Finishes	\$ 515,770.00	19,237.00	535,007.00	195,000.00	139,375.00	334,375.00	62%	200,632.00	33,437.50	
9	Specialties	\$ 28,926.00	2,515.00	32,441.00	597.00	0.00	597.00	2%	31,844.00	59.70	
10	Equipment	\$ 97,920.00	(86,385.00)	11,535.00	0.00	0.00	0.00	0%	11,535.00	-	
11	Furnishings	\$ 62,187.00	(44,769.00)	17,418.00	0.00	0.00	0.00	0%	17,418.00	-	
12	Conveying Systems	\$ 110,100.00	(51,749.00)	58,351.00	0.00	51,018.00	51,018.00	87%	7,333.00	5,101.80	
13	Mechanical	\$ 719,014.00	(6,812.00)	712,202.00	519,382.00	48,100.00	567,482.00	80%	144,720.00	56,748.20	
14	Electrical	\$ 337,743.00	(54,872.00)	282,871.00	135,000.00	33,100.00	168,100.00	59%	114,771.00	16,810.00	
15	Walker Renovation Allowance	\$ 60,000.00	(27,672.00)	32,328.00	0.00	0.00	0.00	0%	32,328.00	-	
16	Building Permits Allowances	\$ 65,000.00	0.00	65,000.00	56,155.00	0.00	56,155.00	86%	8,845.00	-	
17	Construction Manager Contingency	\$ 80,000.00	(15,000.00)	65,000.00	0.00	0.00	0.00	0%	65,000.00	-	
18	General Liability/Builders Risk Insurance	\$ 113,148.00	10,994.00	124,142.00	124,142.00	0.00	124,142.00	100%	-	-	
19	Fee	\$ 254,331.00	17,644.00	271,975.00	146,950.00	46,550.00	193,500.00	71%	78,475.00	-	
TOTAL		5,223,448.00	(102,616.00)	5,120,832.00	3,003,561.00	622,601.00	0.00	3,626,162.00	71%	1,494,670.00	276,331.85

SWORN STATEMENT

STATE OF Minnesota
 COUNTY OF Anoka
 OWNER Walker Methodist Plaza Gardens LLC
 PROJECT Walker Methodist Plaza Gardens - Labor

CONSTRUCTION MANAGER Weis Builders, Inc
 DATE 4/30/2016
 JOB NUMBER 151492

SUB NAME	SUB DIVISION	Current Amount To Be Paid
Weis Builders Inc	General Conditions	71,767.00
Loucks & Associates	Sitework	4,249.80
Northwest Asphalt	Sitework	1,939.50
Nova-Frost	Sitework	8,527.50
CHI Companies	Sitework	1,828.80
Hardscape Construction	Sitework	3,861.00
Ramsey Excavating	Sitework	25,599.65
Molin Concrete Products	Concrete	0.00
Donald R Frantz Concrete Const LLC	Concrete & Masonry	10,029.96
Floor Technologies	Concrete & Masonry	4,401.00
DG Welding	Steel	27,000.00
Solid LLC	Wood & Plastics	4,641.30
Diversified Distributors	Wood & Plastics	42,957.45
Weis Builders Inc	Wood & Plastics	0.00
Premier Construction	Thermal and Moisture Protection	57,250.80
R & J Insulation	Thermal and Moisture Protection	11,061.36
Prindle Painting	Thermal and Moisture Protection	0.00
Right Way Caulking	Thermal and Moisture Protection	7,421.40
Concrete Coatings	Waterproofing	0.00
To Be Let	Doors & Windows	0.00
Painting America	Finishes	109,800.00
Value Plus Flooring	Finishes	9,900.00
Kirk Acoustics	Finishes	5,737.50
Glowing Hearth	Specialties	0.00
To Be Let	Equipment	0.00
To Be Let	Furnishings	0.00
Schindler Elevator	Conveying Systems	45,916.20
Security Fire Protection	Mechanical	4,590.00
J-Berd Mechanical	Mechanical	38,700.00
Berd Electric	Electrical	29,790.00
To Be Let	Walker Renovation Allowance	0.00
Weis Builders Inc	Building Permits Allowances	0.00
Weis Builders Inc	Construction Manager Contingency	0.00
Weis Builders Inc	General Liability/Builders Risk Insurance	0.00
Weis Builders Inc	Fee	46,549.73
Totals		573,519.95

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702R

PAGE ONE OF TWO PAGES

<p>TO OWNER: Walker Methodist Plaza Gardens LLC 3737 Bryant Ave S Minneapolis, MN 55409</p>	<p>PROJECT: Walker Methodist Plaza Gardens 100 S Monroe Street Anoka, MN 55303</p>	<p>APPLICATION NO: 9 - Material</p>	<p>Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/></p>
<p>FROM CONSTRUCTION MANAGER: Weis Builders Inc 7645 Lyndale Ave South Minneapolis, MN 55423</p>	<p>ARCHITECT: Kaas-Wilson 1301 American Blvd E Suite 100 Bloomington, MN 55425</p>	<p>PERIOD TO: 4/30/16</p>	<p><input type="checkbox"/> <input type="checkbox"/></p>
<p>CONTRACT FOR: Construction Management</p>		<p>PROJECT NOS: 151492</p>	<p>CONTRACT DATE:</p>

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 3,508,589
2. Net change by Change Orders	\$ 643,398.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,151,987
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,069,211
5. RETAINAGE:	
a. 10% % of Completed Work (Column D + E on G703)	\$ 303,421
b. 0.00% % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 303,421
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 2,765,790
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 2,247,611
8. CURRENT PAYMENT DUE	\$ 518,179
9. BALANCE TO FINISH, (INCLUDING RETAINAGE (Line 3 less Line 6))	\$ 1,386,197

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner #	315,982	(33,050)
Total approved this Month # 4B	360,466	
TOTALS	360,466	
NET CHANGES by Change Order	\$643,398.00	

The undersigned Contractor certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Weis Builders, Inc

By: [Signature] Date: 5/2/16
 Michael Biskupski - Owner
 State of: Minnesota
 Notary Public
 My Commission expires January 31, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 518,179

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 5/4/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

WEIS BUILDERS, INC

Project Name Walker Methodist Plaza Gardens
Project Number 151492

APPLICATION NO:
APPLICATION DATE:
PERIOD FROM:

9 - Material
4/30/16
4/1/16

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE
					PREVIOUS APPLICATIONS	IN PLACE	STORED MATERIALS (NOT IN D OR E)				
1	Sitework	\$ 83,643.00	13,304.00	99,149.00	48,300.00	9,028.00		57,528.00	58%	41,621.00	5,721.00
2	Concrete & Masonry	\$ 485,958.00	(33,840.00)	452,118.00	425,227.00	19,805.00		445,032.00	98%	7,086.00	44,503.20
3	Steel	\$ 122,065.00	2,660.00	124,725.00	105,822.50	0.00		105,822.50	85%	18,902.50	10,582.25
4	Wood & Plastics	\$ 612,058.00	(12,562.00)	599,496.00	504,521.77	14,763.04		519,284.81	87%	80,211.19	51,928.48
5	Thermal and Moisture Protection	\$ 222,934.00	129,163.00	352,097.00	226,796.60	42,413.40		269,210.00	76%	82,887.00	26,921.00
6	Doors & Windows	\$ 270,718.00	23,543.00	294,261.00	86,817.99	2,275.99		89,093.98	30%	205,167.02	3,409.40
7	Finishes	\$ 421,994.00	19,476.00	441,470.00	162,820.00	62,160.00		224,980.00	51%	216,490.00	22,498.00
8	Specialties	\$ 43,386.00	3,215.00	46,603.00	9,229.00	2,553.34		11,782.34	25%	34,820.66	1,178.23
9	Equipment	\$ 146,880.00	66,339.00	213,219.00	0.00	0.00		0.00	0%	213,219.00	-
10	Furnishings	\$ 115,490.00	17,291.00	132,781.00	1,730.79	77,921.02		79,651.81	60%	53,129.19	7,965.18
11	Conveying Systems	\$ 73,400.00	52,686.00	126,086.00	43,331.00	78,977.00		122,308.00	97%	3,778.00	12,230.80
12	Mechanical	\$ 588,284.00	280,888.00	869,172.00	638,660.00	172,875.00		811,535.00	93%	57,637.00	81,153.50
13	Electrical	\$ 281,775.00	84,686.00	366,461.00	240,000.00	92,983.00		332,983.00	91%	33,478.00	33,298.30
14	Walker Renovation Allowance	\$ 40,000.00	15,651.00	34,349.00	0.00	0.00		0.00	0%	34,349.00	-
TOTAL		3,508,589.00	643,398.00	4,151,987.00	2,493,456.65	575,754.79	0.00	3,069,211.44	74%	1,082,775.56	303,421.14

SWORN STATEMENT

STATE OF Minnesota
 COUNTY OF Anoka
 OWNER Walker Methodist Plaza Gardens LLC
 PROJECT Walker Methodist Plaza Gardens- Material

CONTRACTOR Weis Builders, Inc
 DATE 4/30/2016
 JOB NUMBER 151492

SUB NAME	SUB DIVISION	Current Amount To Be Paid
Northwest Asphalt	Sitework	0.00
Nova Frost	Sitework	1,158.30
Hardscape Construction Inc	Sitework	1,881.00
Ramsey Excavating	Sitework	5,368.45
Ramsey Excavating	Sitework	(282.55)
Mofin Concrete Products	Concrete	0.00
Floor Technologies	Concrete & Masonry	18,090.90
Donald R Frantz Concrete Const LLC	Concrete & Masonry	(266.40)
DG Welding	Steel	0.00
Prindle Painting	Steel	0.00
Arrow Building Center	Wood & Plastics, Thermal	0.00
Arrow Building Center	Wood & Plastics	0.00
Solid LLC	Wood & Plastics	0.00
Southern MN Woodcraft	Wood & Plastics	13,286.74
Concrete Coatings	Thermal and Moisture Protection	0.00
Premier Construction	Thermal and Moisture Protection	23,466.60
R & J Insulation	Thermal and Moisture Protection	12,093.66
Right Way Caulking	Thermal and Moisture Protection	2,611.80
D & M Industries	Doors & Windows	2,048.39
Scherer Bros. Lumber Co.	Doors & Windows	0.00
Painting America	Finishes	36,000.00
Value Plus Flooring	Finishes	19,944.00
Diversified Distributors	Specialties	72,426.92
Glowing Hearth & Home	Specialties	0.00
Ver-Tech	Specialties	0.00
To Be Let	Equipment	0.00
To Be Let	Furnishings	0.00
Schindler Elevator	Conveying Systems	71,079.30
Security Fire Protection	Mechanical	12,487.50
J-Berd Mechanical	Mechanical	143,100.00
Berd Electric	Electrical	83,684.70
To Be Let	Walker Renovation Allowance	0.00
Totals		518,179.31

AGENDA ITEM VI. B.

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: June 13th, 2016
Re: HRA Owned Land on 2nd Avenue between Madison and Monroe Streets

On June 8th, 2016 Staff signed a Listing Agreement with Chris Fritch of KW Commercial for a period of one year. Chris is the Commercial Director of Real Estate Sales and has 29 years of experience in the real estate field. His commission shall be calculated as 6% of the gross sales price, which is currently negotiable. KW Commercial will be working with the City to provide a possible mix of housing, retail/commercial and parking on this site. Staff hopes to address the needs of the community while providing an aesthetically pleasing and functional addition to the area.

As stated in the Broker Proposal, Chris will:

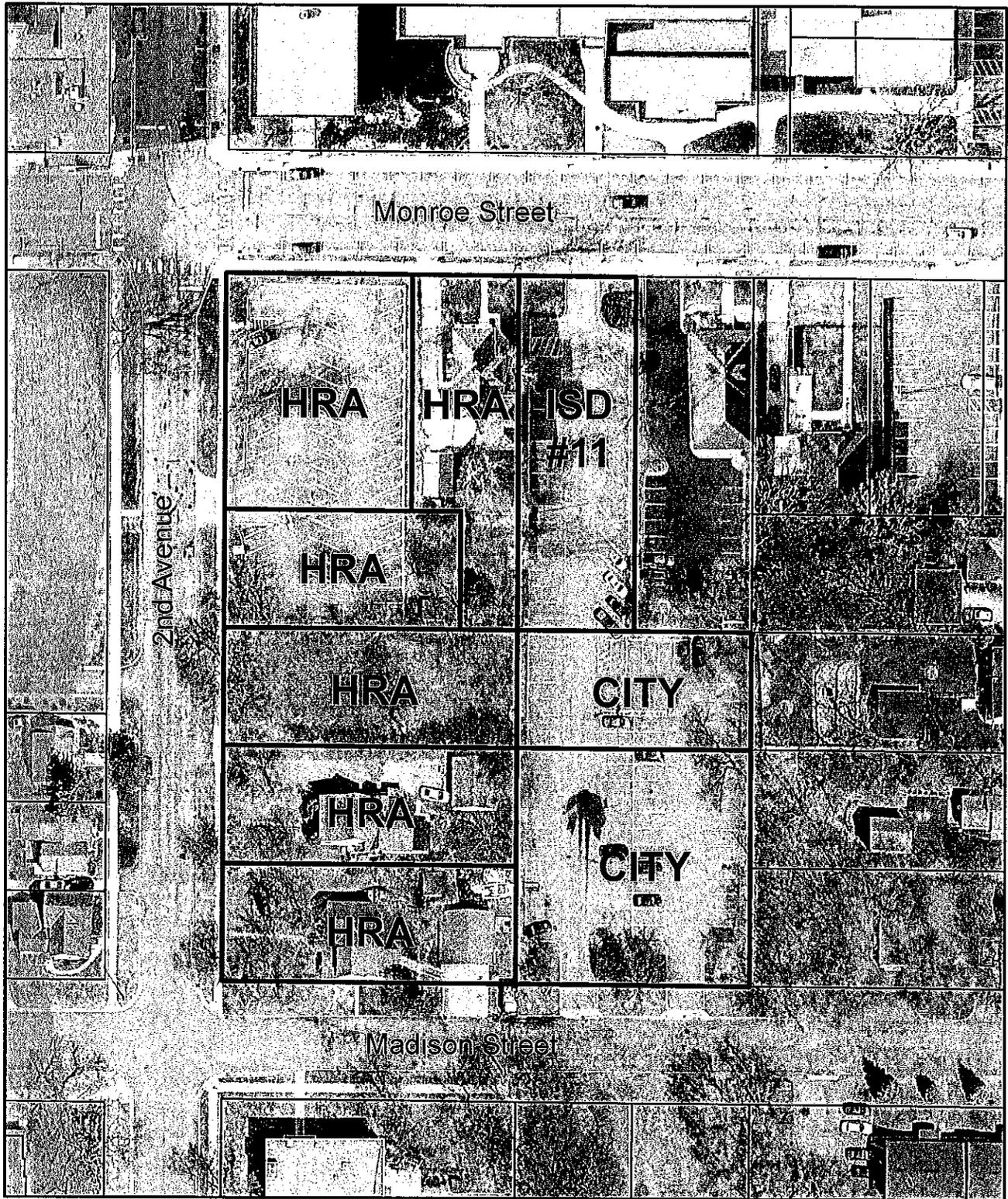
- Work with and advise the HRA on strategies for marketing, pricing and the sale of this HRA owned property
- Develop, distribute, list and maintain real estate marketing materials
- Conduct an extensive market analysis for the property
- Manage all aspects of communications and relationships with prospective buyers
- Analyze offers from potential buyers and provide recommendations to the HRA
- Provide monthly updates to Staff and the HRA Board
- Handle any other customary real estate broker activities and services

Staff is in the process of getting permission from the Anoka-Hennepin School District and the City of Anoka to market their parcels that are included in this future redevelopment site. No problems are foreseen there. Once this is attained, KW Commercial will proceed with marketing the property. By the end of this week a proper "For Sale" sign with a general mockup is anticipated to be placed in the ground on this site.

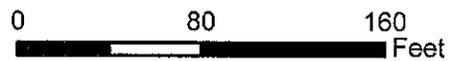
An aerial map of the site, broker proposal and listing agreement are included in your packet for your reference.

Action Requested: No action necessary at this time, informational only.

2nd Avenue & Monroe Street Redevelopment Opportunity



 Potential Parcels for Redevelopment (Owner in Bold)



Map Created: April 5, 2016



Chris Fritch

1740 116th Ave NW, Coon Rapids, MN 55448
chrisfritch@kw.com

April 25, 2015

Darin Berger
Housing Manager
City of Anoka Housing & Redevelopment Authority
2015 First Avenue N.
Anoka, Minnesota 55303
763-576-2724
www.ci.anoka.mn.us
RE: Real Estate Broker

To Darin Berger,

I'm contacting you in regards to the Real Estate Broker proposal to sell real property located within the city of Anoka. I am very interested in serving as the City's commercial real estate agent. I have been a resident of Ramsey for over 20 years.

My relevant qualifications include my CCIM Designation in Commercial Real Estate. Also of note is my position as Commercial Director for KW Commercial Real Estate in the Coon Rapids market center. In this role, I am responsible for all commercial transactions in this market center. And during my 29 year experience, I have completed numerous transactions including lease and tenant representation, various property and land sales in which have been very successful.

I have the ability to provide extensive and comprehensive research and marketing utilizing tools exclusive to me as a subscriber to CoStar, MnCar, Loopnet, CIMLS, and CCIM among others. I include digital marketing as well as high quality brochures and marketing materials.

With my skill set and proven track record, I can be a very valuable asset to the City of Anoka.

Thank you in advance for your consideration.

Best Regards,
Chris Fritch
Director KW Commercial
Associate Broker
763-746-3996
chrisfritch@kw.com



Summary

I am an expert in Commercial Real Estate sales and tenant representation dedicated to giving clients "First Class" professional service and honest advice, enabling them to make sound financial decisions in the sale and purchase of real estate.

Highlights

Sales presentations
Honest and ethical
National Association of Realtors
Commercial properties specialist
SPAAR Board of Realtors
Negotiations expert
Highly professional

Some of my clients include:
Octane Fitness Hajime Sushi
Atlas Pet Supply Modern Piping
Kennedy Scales Hope 4 Youth
Partners in Dentistry Fit Fighters
Premier Bank AMEC
GoWest Commercial
First Regions Bank
First National Bank of Elk River
Liberty Title
American Brightworks
Peoples State Bank

Accomplishments

As the Director for KW Commercial, I joined KW Commercial in 2008 to lead the development and growth of the company's new commercial division. I am a proven leader of character and integrity, and demand excellence as a standard. With more than two decades of real estate experience, I have an excellent record of building successful transactions across Minnesota. Aggressive, disciplined and a highly motivated sales professional, I approach every assignment with the goal of creating 100% client satisfaction. I pride myself in repeat business and referrals. As a director for KW Commercial, I focus on new development, landlord representation, leasing, user sales and investment sales in the Twin Cities. As an active member of the community, I belong to the North Metro and Anoka Chambers of Commerce, St Paul Realtors Association and am a CCIM Designee. I am also actively involved in the Anoka Hockey Program.

Experience

Commercial Director Real Estate Sales
September 2008 to Current
KW Commercial - Coon Rapids, MN

Commercial and Residential Real Estate Sales
May 1988 to September 2008
ReMax Associates Plus - Coon Rapids, MN

Education

CCIM Designation: Certified Commercial Investment Member, 2008
CCIM Institute Graduate of the Real Estate Institute: GRI Certified Residential Specialist: CRS



Chris Fritch

1740 116th Ave NW, Coon Rapids, MN 55448
chrisfritch@kw.com

Fee Schedule/Term:

Commission Fees: My required commission fee is 6%.

Broker Administration Fee: required is \$399.00 per transaction.

Carry Over Fees: none required.

Contract Term: one year with a yearly renewal option.

Early Termination: none required.

No other fees required at this time but are negotiable upon time of request.

Conflict of Interest: None foreseen.

Good Standing: North Metro Investments, LLC is DBA KW Commercial Real Estate and is compliant with all state and federal tax and registration status.

Per your request, I will:

work with and advise the City on strategies for marketing, pricing and the sale of City owned properties.

Develop, distribute, list, and maintain real estate marketing materials.

Conduct an extensive market analysis for City owned properties that are available for sale.

Manage all aspects of communications and relationships with prospective buyers.

Analyze offers from potential buyers and provide recommendations to the City.

Provide regular updates to the City's development team bi-weekly verbally and in writing to the City

Council at least once per quarter.

Handle any other customary real estate broker activities and services.

Sincerely,
Chris Fritch
Director KW Commercial
Associate Broker
763-746-3996
chrisfritch@kw.com



COMMERCIAL EXCLUSIVE LISTING AGREEMENT - SALE

This COMMERCIAL EXCLUSIVE LISTING AGREEMENT – SALE (the "Agreement") is entered into this 8th day of June, 2016 by and between KW COMMERCIAL ("BROKER") and City of Anoka Housing and Redevelopment Authority ("SELLER").

RECITALS

A. Seller is the owner of that certain properties commonly known as Anoka South Central District Redevelopment Site located at 12-31-25-11-0112 1800 2nd Ave, 12-31-25-11-0055 1806 2nd Ave, 12-31-25-11-0111 1814 2nd Ave, 12-31-25-11-0054 1820 2nd Ave, 12-31-25-11-0053 Corner of 2nd Ave and Monroe St, 07-31-24-22-0088 210 Monroe St, Anoka, Minnesota (the "Property").

B. SELLER desires to engage BROKER to undertake to sell the Property and SELLER desires to grant to BROKER the exclusive right to sell or contract to sell the Property during the Term (as defined below) for the sum of Negotiable upon the following terms, cash, or at any other price, terms or exchange to which the SELLER may consent..

AGREEMENT

NOTICE: THE COMMISSION RATE FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.

1. Recitals. The foregoing recitals are incorporated into this Agreement.

2. Term. The term of this Agreement is for a period of Twelve (12) months (the "Term") commencing on 6/8, 2016 and ending at 12:00 p.m. (Midnight) on 6/8, 2017. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason, then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed 180 days in the aggregate. If, during the Term of this Agreement, an escrow is opened or negotiations involving the sale, transfer, conveyance or leasing of the Property have commenced and are continuing, then the Term of this Agreement shall be extended through the closing of such escrow, the termination of such negotiations or the consummation of such transaction.

3. Commission and Related Fees. SELLER shall pay BROKER a brokerage fee (the "Commission") in accordance with the Commission Schedule (hereinafter referred to as the "Schedule") attached hereto and made a part hereof as Exhibit A.

A. Commission Earned. The Commission shall be deemed earned by BROKER upon occurrence of any of the following conditions:

(1) The sale, contract for sale, lease in lieu of sale, exchange, or conveyance of the Property during the Term of this Agreement procured or facilitated by BROKER or any other person, including but not limited to SELLER, or any other agent or broker not a party to this Agreement, in accordance with the Sale Terms or as otherwise consented to by SELLER; or



COMMERCIAL EXCLUSIVE LISTING AGREEMENT - SALE

(2) SELLER contributes or conveys the Property to a partnership, joint venture or other business entity; or

(3) SELLER is a corporation partnership or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property; or

(4) The Property is acquired by, or an agreement to acquire the Property is reached with, a public authority by direct purchase; or

(5) The institution of eminent domain proceedings to acquire the Property by a public authority.

B. Termination and Protection.

(1) The sale, contract for sale which subsequently closes, lease in lieu of sale, exchange, or conveyance of the Property within 180 days after the expiration of the Term to any prospect (i) with whom BROKER has negotiated; (ii) to whom BROKER has exhibited said Property; (iii) with whom BROKER had active, substantive negotiations during the Term (collectively, the "**Protected Parties**"), and the names of such Protected Parties were disclosed to SELLER, in writing, by BROKER not later than seventy-two (72) hours after the expiration of the Term; however, if a written offer has been submitted then it shall not be necessary to include the offeror's name on the list of Protected Parties. SELLER also agrees that if discussions, contact and/or negotiations remain ongoing and continue after expiration of the Term of this Agreement, then the above-referenced 180 day period shall be extended from the last discussion, contact or negotiation until such discussions, contact or negotiations cease. IF SELLER RELISTS THE PROPERTY WITH ANOTHER AGENT OR BROKER WITHIN THE ABOVE-REFERENCED 180 PERIOD AND THEN SELLS THE PROPERTY TO ANY OF THE PROTECTED PARTIES ON THE LIST PROVIDED BY BROKER, THEN SELLER COULD BE LIABLE FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK COMPETENT ADVICE; or

(2) In the event SELLER fails to perform upon a Purchase Agreement with a purchaser who is ready willing and able to purchase the Property on the same or better terms than those set forth in the Sale Terms.

C. Payment of Commission.

(1) The entire Commission shall be due and payable when earned or at the close of escrow of a Purchase Agreement between SELLER and the purchaser, or if there is no escrow, then upon delivery of the deed.

(2) If the Property is conveyed by means of a contract for deed or other installment contract, then the Commission will be due and payable upon execution of such contract for deed or installment contract.

(3) If a Commission is due as a result of an option to purchase the Property, the Commission will be due and payable in full upon SELLER'S execution of such option.

(4) If SELLER contributes or conveys the Property to a partnership, joint venture or other business entity, then the Commission will be due and payable on the date of such transfer.



COMMERCIAL EXCLUSIVE LISTING AGREEMENT - SALE

(5) If SELLER is a corporation partnership or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, then the Commission will be due and payable on the date of such transfer.

(6) If SELLER takes the Property off the market for reasons beyond BROKER'S control and BROKER has been marketing the Property, SELLER shall pay BROKER ten percent (10%) of the Commission that BROKER would have earned if the Property had sold at the price set forth in the Sale Terms.

(7) If the purchaser of the Property pursuant to a Purchase Agreement with SELLER fails to perform and forfeits its earnest money deposit to SELLER, then fifty (50%) percent of the earnest money deposit received by SELLER shall be paid to BROKER as BROKER'S Commission under this Agreement.

(8) If in lieu of selling the Property, SELLER elects to lease the Property and BROKER secures a tenant for the Property on terms and conditions reasonably acceptable to SELLER, SELLER shall pay BROKER a fee as indicated in the Commission Schedule on the date SELLER executes such lease.

It is acknowledged that the Commission is and shall be deemed a share of all or any portion of any purchase price received by SELLER, and BROKER shall be secured by, and shall have a security interest in, such funds until the brokerage fee is paid. In the event SELLER fails to pay the Commission when due, then from the date due until paid, the delinquent amount shall bear interest at the greater of (a) 12% per annum, or (b) the maximum rate permitted in the state in which the office of the BROKER executing this Agreement is located. If BROKER is required to institute legal action against SELLER relating to this Agreement, BROKER shall be entitled to reimbursement of all BROKER'S reasonable attorneys' fees and costs.

D. **BROKER'S Marketing Efforts.** As part of BROKER'S efforts to market the Property for sale, BROKER agrees to employ its standard marketing practices and incur costs and expenses in connection with electronic marketing, a template property website, designing and printing of marketing flyers and/or postcards, completion of prospect mailings and other printed standard marketing materials. If SELLER requests that BROKER provide any marketing services outside the scope of the standard practices mentioned above, then BROKER will obtain SELLER'S prior approval of the costs and expenses associated with such additional marketing.

4. **BROKER'S Scope of Services.** SELLER hereby grants BROKER, during the Term, the exclusive right to market and sell, exchange or convey the Property at the price and on the as mutually agreed upon by SELLER and BROKER. It is agreed that SELLER shall promptly furnish BROKER with complete information concerning any person who during the Term of this Agreement makes inquiry to SELLER regarding the sale, exchange or conveyance of the Property. To the extent that SELLER fails to refer any such inquiry to BROKER or prevents or requests BROKER to refrain from contacting or delivering written marketing materials to any such party, such party shall be deemed a Protected Party (as defined below). BROKER shall have the primary responsibility for all negotiations, but SELLER reserves the right to negotiate directly with any prospective purchaser. BROKER will not have the authority to accept any offer or proposal or to enter into any commitment on behalf of SELLER.



COMMERCIAL EXCLUSIVE LISTING AGREEMENT - SALE

5. **Representations, Warranties and Covenants by SELLER.** SELLER hereby represents, warrants and covenants to BROKER as follows:

- A. SELLER has the requisite power and authority to execute this Agreement.
- B. SELLER is the lawful owner of good and marketable fee simple title to the Property and has the right, free and clear of any restrictions, to convey the Property.
- C. As of the date of this Agreement, SELLER has not received notice from any municipality or other governmental agency of building, health or fire code violations nor notice of condemnation proceedings pertaining to the Property.
- D. No hazardous waste or substances have been, or are going to be used, stored, handled or disposed of on the Property. SELLER covenants to promptly notify BROKER of any such notices or information regarding hazardous waste or substances pertaining to the Property, which are hereafter received or learned during the Term of this Agreement.
- E. No underground storage tanks are, or will be, situated on the Property.
- F. SELLER covenants that it will pay for all legal services in the preparation and negotiation of all agreements memorializing the transaction between SELLER and the prospective purchase of the PROPERTY.

SELLER agrees to hold BROKER harmless from any liability, damages, costs and expenses arising from the untruth of any of the representations and warranties or the breach of any of the foregoing covenants.

6. **BROKER'S Access to the Property.** SELLER shall permit BROKER to enter the Property from time to time to erect and maintain a "FOR SALE" or "FOR LEASE" sign on the Property and to remove all other "FOR SALE" or "FOR LEASE" signs from the Property during the Term. Upon reasonable prior notice to SELLER, BROKER shall have the right to enter in and upon the Property for purposes of marketing, showing and selling the Property in accordance with this Agreement. It is further agreed that SELLER shall permit BROKER to enter the Property to erect and maintain a "SOLD" or "LEASED" sign on the Property for a period of thirty (30) days following the sale or exchange of the Property by BROKER.

7. **Agency Disclosures.** SELLER hereby authorizes BROKER to allow subagents or agents representing a purchaser to market the Property and to share BROKER'S Commission with an agent's broker unless otherwise noted in an addendum to this Agreement. BROKER represents purchasers looking for property including properties which may be similar to the Property. If a purchaser represented by BROKER becomes interested in the Property a dual agency will be created. This means that BROKER will owe the same duties to the purchaser that is owes to SELLER. By agreeing to dual agency, SELLER will be giving up the right to exclusive representation in the proposed transaction; however, if SELLER decides not to agree to a possible dual agency, it may be giving up the opportunity to sell the Property to purchasers represented by BROKER. In the event of a dual agency SELLER agrees that any commissions payable will be treated the same as if two cooperating brokers were involved. Having read and understood the foregoing, SELLER acknowledges and agrees that BROKER may represent prospective purchasers of the Property and SELLER consents to such dual representation by BROKER and SELLER will consider offers made by purchasers represented by BROKER.



COMMERCIAL EXCLUSIVE LISTING AGREEMENT - SALE

SELLER:

City of Anoka Housing and Redevelopment Authority

By:

Darin Berger
Darin Berger

BROKER:

KW COMMERCIAL

By:

Chris Fritsch
Chris Fritsch

Its: Housing Coordinator

Its: Commercial Director/Associate Broker

2015 1st Ave N
Anoka, Mn 55303

Address

Telephone: 763-576-2724

1740 116th Ave NW,
Coon Rapids, MN 55448

Address

Telephone: 763-746-3996



COMMERCIAL EXCLUSIVE LISTING AGREEMENT - SALE

EXHIBIT A

Commission Schedule - Industrial

For Property at Multiple PID's and Addresses in Anoka, MN

The provisions of this Exhibit A are subject to and shall be deemed a part of that certain Commercial Exclusive Listing Agreement - Sale dated 6/8, 2016 by and between KW COMMERCIAL ("BROKER") and City of Anoka Redevelopment Authority ("SELLER").

NOTICE: THE COMMISSION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.

BROKER'S Commission shall be calculated as 6% of the gross sales price, and shall be paid in accordance with the terms as defined in Section C of the Agreement.

The Commission shall be deemed earned and shall be due and payable in accordance with the terms of the Agreement.

SELLER hereby acknowledges receipt of a copy of this Commission Schedule and agrees that it shall be binding upon its heirs, successors and assignees. In the event SELLER sells or otherwise disposes of its interest in the Property, SELLER shall remain liable for payment of the Commissions provided for in this Commission Schedule and any agreement of which it is a part.

APPROVED this 8th day of June, 2016

SELLER:

City of Anoka Housing and Redevelopment Authority

By: [Signature] Darin Berger

Its: Housing Coordinator

BROKER:

KW COMMERCIAL

By: [Signature] Chris Fritch

Its: Commercial Director/Associate Broker



**COMMERCIAL EXCLUSIVE
LISTING AGREEMENT - SALE**

EXHIBIT B

General Understanding of Sale Terms

For Property at Multiple PID's and Addresses in Anoka, MN

The provisions of this Exhibit B are subject to and shall be deemed a part of that certain Commercial Exclusive Listing Agreement - Sale dated 6/8, 2016 by and between **KW COMMERCIAL** ("BROKER") and City of Anoka Housing and Redevelopment Authority ("SELLER").

Purchase Price: Negotiable

Length of Inspection/Due Diligence Period: NA

Condition of Property: "As-is" condition, with all faults.

Deliveries: SELLER will furnish to an Abstract of Title, Registered Property Abstract or commitment for an ALTA owner's policy of title insurance, certified to date, including proper searches covering bankruptcies and State and Federal judgments and liens. SELLER will furnish a copy of the most recent Phase I Environmental Assessment and/or Phase II Environmental Assessment for the Property. SELLER will deliver such other documents as may be required to consummate the sale of the Property in accordance with the terms above designated or such other terms to which SELLER may hereafter consent.

Conveyance of Title: SELLER will convey title to the property by a Limited Warranty Deed

Other Terms:

AGENDA ITEM VI. C.



2015 1st Avenue North
Anoka, MN 55303
(763) 576-2743

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: June 13th, 2016
Re: Chairpersons Quarterly Meeting Recap

Chairman Youngquist attended the quarterly Chairpersons Communication Board meeting on June 1st and will now give a brief recap of what was discussed.

Action Requested: No action necessary at this time. Informational only.

AGENDA ITEM VII. A.

Memo

To: HRA Board Members

From: Darin Berger, Housing Manager

Date: June 13th, 2016

Re: Consideration of Land Swap and Sale of Property on Fairoak Avenue and First Avenue

Staff diligently tried to work out a deal to purchase 1812 1st Avenue from Beehive Partners, LLC prior to selling the property to Walker Methodist for the Plaza Gardens project. This would have provided a uniform, square site and allowed Walker Methodist more land to develop, specifically for landscaping and screening. The timing for the parties involved did not match up and we proceeded without the parcel at 1812 1st Ave. Since then however, Beehive Partners, LLC has expressed interest in assembling more land between River Lane and 1st Avenue for a potential future redevelopment. A plan with several moving pieces was hatched and we currently have a verbal agreement from all parties to see it through. Staff has included a list of Owners and what each party will give and receive, along with maps trying to simplify the deal in your packet.

Action Requested: Authorize the Housing Manager to enter into the Agreement to Exchange Property for conveyance of 2810 Fairoak Ave to the City of Anoka and sale of 1812 1st Avenue in the amount of \$20,000.00 to Walker Methodist Plaza Gardens, LLC, by motion, second and vote.

Owner

HRA

City

Beehive Partners, LLC

Walker Methodist Plaza Gardens, LLC

Give

2810 Fairoak Ave

1807 1st Ave

1812 1st Ave

\$20,000 to HRA

Receive

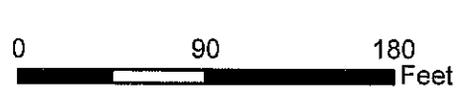
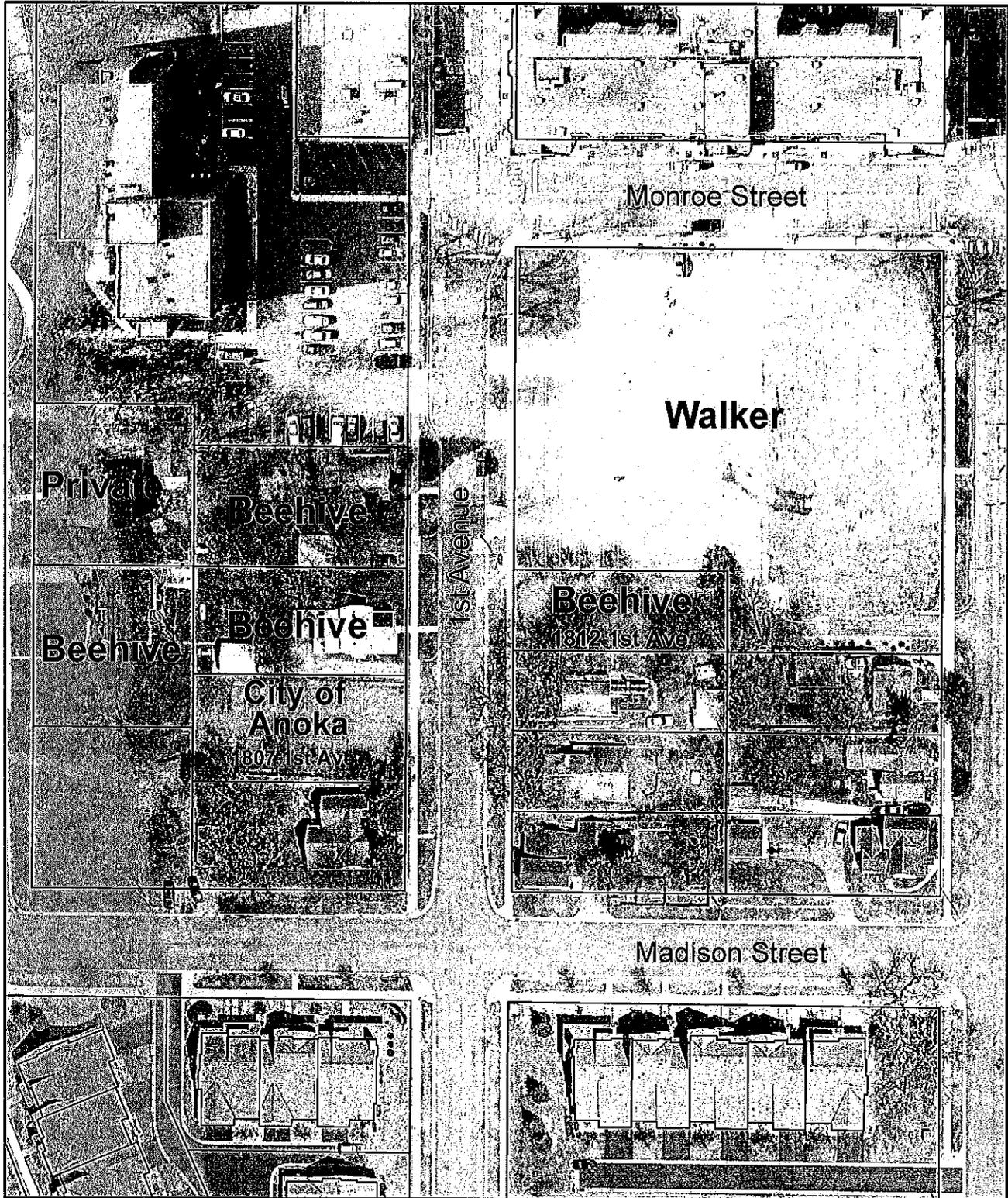
\$20,000 from Walker Methodist

2810 Fairoak Ave

1807 1st Ave

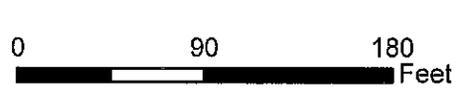
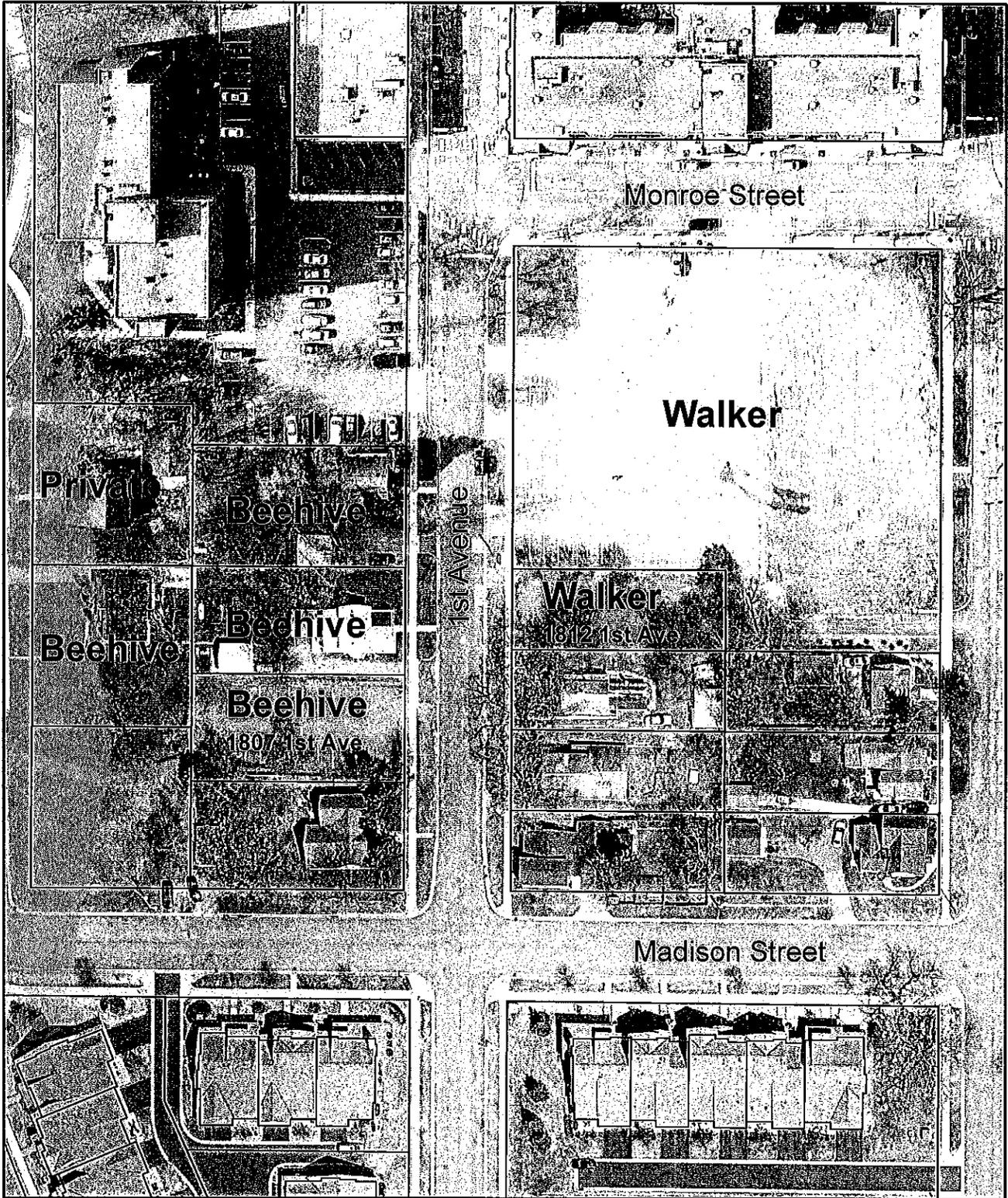
1812 1st Ave

1st Avenue & Monroe Street Existing Ownership



Map Created: June 10, 2016

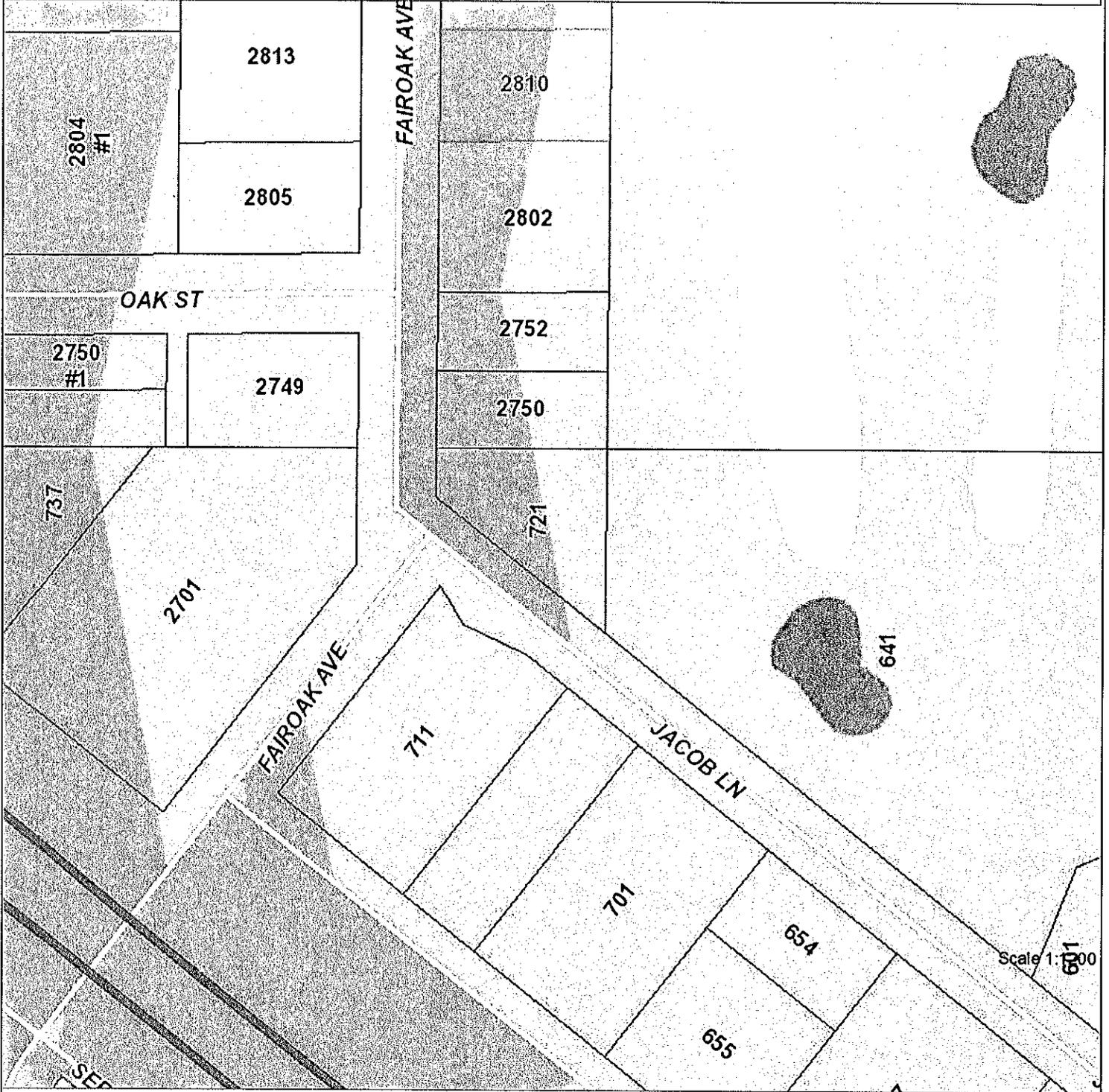
1st Avenue & Monroe Street Ownership After Land Swap



Map Created: June 10, 2016



2810 Fairoak Avenue



Scale 1:1200



AGREEMENT TO EXCHANGE PROPERTY

This agreement is made and entered into this _____ of _____, 2016, by and between the **CITY OF ANOKA**, a Minnesota municipal corporation (hereinafter, the "City") whose address is 2015 1st Avenue Anoka, Minnesota 55303; the **ANOKA HOUSING and REDEVELOPMENT AUTHORITY**, a Minnesota municipal corporation (hereinafter the "HRA") whose address is 2015 1st Avenue Anoka, Minnesota 55303; **BEEHIVE PARTNERS, LLC**, a Minnesota limited liability company (hereinafter "Beehive Partners") whose address is 4085 120th Avenue NW, Coon Rapids, Minnesota 55303; and **WALKER METHODIST PLAZA GARDENS, LLC**, a Minnesota limited liability company (hereinafter "Walker Methodist") whose address is 3737 Bryant Avenue South, Minneapolis, Minnesota 55409 (the City, the HRA, Beehive Partners and Walker Methodist are each a "Party" and sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the City owns property located at 1807 1st Avenue in the City of Anoka, legally described as: The South Two-Thirds of Lot 3, and the North Two-Thirds of Lot Two, all in Block Thirty-four of the Town, now City, of Anoka, Anoka County, Minnesota ("City Property"); and

WHEREAS, the HRA owns property located at 2810 Fairoak Avenue in the City of Anoka, legally described as: Lots 5 and 6, Block Eleven (11), Highland Park Addition to Anoka, Anoka County, Minnesota ("HRA Property"); and

WHEREAS, Beehive Partners owns property located at 1812 1st Avenue in the City of Anoka, legally described as: Lot Thirteen (13), Block Thirty (30), Town, now city of Anoka, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for Anoka County, Minnesota ("Beehive Partners Property"); and

WHEREAS, subject to the terms and conditions contained herein, the Parties have agreed to exchange their respective properties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

1. EXCHANGE OF PROPERTY/CASH CONSIDERATION. Subject to the terms and conditions contained herein, the Parties agree as follows:

- (a) The City shall convey the City Property to Beehive Partners;
- (b) The HRA shall convey the HRA Property to the City;
- (c) Beehive Partners shall convey the Beehive Partners Property to Walker Methodist; and
- (d) Walker Methodist shall pay to the HRA the sum of Twenty Thousand and 00/100 Dollars (\$20,000) in cash or equivalent funds.

The actual conveyances of each Party's respective properties shall be by Quit Claim Deed and shall take place on the Closing Date, as hereinafter provided.

2. **CLOSING.** Each conveyance contemplated by this Agreement is contingent upon the successful and concurrent closing of the other conveyances. Unless terminated earlier or extended as provided in this Agreement, the date for closing the exchange and conveyance of the Properties contemplated by this Agreement (the "Closing") shall occur on a date and at a location mutually agreed to by the parties (the "Closing Date").

3. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable in and for the year of Closing shall be prorated between the Party transferring its respective property and the Party receiving the property, on a calendar year basis, to the Closing Date. The transferring Party shall pay on the Closing Date all special assessments levied against or pending for the property as of the Closing Date. The receiving Party shall pay real estate taxes due and payable in the year following Closing and thereafter, and any special assessments levied and payable after the Closing Date.

4. **TITLE.** Any Party has the right to obtain its own Commitment for Title Insurance at its own cost and expense.

5. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed via certified mail, return receipt requested, to the address as shown at paragraph 1 above and, if mailed, are effective as of the date of receipt.

6. **WARRANTIES.** The Parties represent to each other as follows:

(a) To the best of their knowledge, they will be lawfully seized in fee simple of the property in which they are conveying as of the Closing Date.

(b) They will defend title and quiet enjoyment of the property they are conveying against the lawful claims and demands of all persons, subject to any Permitted Exceptions.

(c) They have no unrecorded agreements, not otherwise described herein, affecting the property they are conveying.

(d) Prior to the Closing Date, they will not commit waste or materially damage the property that they are conveying.

(e) They have received no notice of, and otherwise have no knowledge that, any of the property to be conveyed by them is in violation of any applicable law or any applicable private restriction.

(f) They have received no notice of, and otherwise have no knowledge of, any action, litigation, investigation, condemnation or proceeding of any kind, pending or threatened, actually or potentially affecting or relating to this Agreement or any part of the property to be conveyed by them.

7. **WELL AND FUEL TANK DISCLOSURE.** Each party certifies that it does not know of any wells or fuel tanks on the property they are conveying.

8. INDIVIDUAL SEWAGE TREATMENT SYSTEM DISCLOSURE. Each Party certifies that there are no individual sewage treatment systems on or serving the property they are transferring and that no sewage is generated from or at said property.

9. PAYMENT OF CLOSING COSTS. Each Party will pay closing costs which are normally allocated of Buyers and Sellers in a real estate transaction.

10. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be interpreted as creating a partnership or joint venture among the parties.

11. NO THIRD PARTY BENEFICIARIES. No rights, privileges or immunities of the Parties under this Agreement shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

12. NO BROKERS. Each of the Parties represents that it has not incurred any brokerage commission or finder's fee as a result of these transactions and agrees to hold the other Parties harmless from all liabilities they may incur relating to any such brokerage commission or finder's fee incurred as a result of the actions of the indemnifying Party. The provisions of this Section 10 shall survive the closing or termination of this Agreement.

13. SEVERABILITY. If any term of this Agreement or any application thereof shall be found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and any other application of such term shall not be affected thereby.

14. HEADINGS. The headings of the sections and subsections of this Agreement are for convenience of reference only and does not form a part hereof, and in no way interpret or construe such sections and subsections.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Minnesota.

16. TIME OF THE ESSENCE. Time is of the essence under this Agreement.

17. BINDING EFFECT. This Agreement shall inure to the benefit of and shall bind the Parties and their respective successors and assigns.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

19. ENTIRE AGREEMENT; MODIFICATION. This Agreement embodies the entire agreement and understanding between the Parties, and supersedes any prior oral or written agreements, representations, and statements regarding the subject matter hereof. This Agreement may not be altered, amended, modified or supplemented except in a writing executed by all Parties. Except as expressly set forth in Section 4 above, no term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands as of the effective date first written above.

CITY OF ANOKA

Dated: _____

By: _____
Phil Rice, Mayor

ATTEST:

Dated: _____

By: _____
Amy Oehlers, City Clerk

**ANOKA HOUSING and
REDEVELOPMENT AUTHORITY**

Dated: _____

By: _____
Name: _____
Its: _____

BEEHIVE PARTNERS, LLC

Dated: _____

By: _____
Name: _____
Its: _____

**WALKER METHODIST PLAZA
GARDENS, LLC**

Dated: _____

By: _____
Name: _____
Its: _____