



CITY OF ANOKA

Housing & Redevelopment Authority

Monday, January 12th, 2015

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. December 8th, 2014 Regular Meeting
- V. Open Forum
- VI. Annual Meeting Business
 - A. Oath of Office
 - B. Election of Officers; Chair, Vice Chair, and Secretary
 - C. Review Bylaws
 - D. Review 2015 Meeting Schedule
- VII. Unfinished Business
 - A. Update Regarding Walker Plaza II Project
 - B. Other Updates
- VIII. New Business
 - A. Approval of Letter of Intent Between Walker Methodist and City of Anoka Housing and Redevelopment Authority Regarding Purchase of 1833 2nd Avenue and 100 Monroe Street
- IX. Discussion Items
- X. Tentative Agenda Items for Future Meetings
- XI. Adjournment

AGENDA ITEM IV. A

**CITY OF ANOKA
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING MINUTES – DECEMBER 8, 2014**

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

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

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

UPON A VOICE VOTE, MOTION CARRIED.

Approval of Minutes:

October 14, 2014, Regular Meeting: MOTION BY COMMISSIONER ___, SECONDED BY COMMISSIONER ___, TO APPROVE THE OCTOBER 14, 2014, REGULAR MEETING MINUTES AS PRESENTED.

UPON A VOICE VOTE, MOTION CARRIED.

Open Forum: No one appeared.

Unfinished Business:

Update Regarding Walker Plaza II Project: Housing Manager Darin Berger stated the Walker Plaza II Development is still progressing. Walker's current development track, project programming and general project intent are Board supported. This was expressed via passing a resolution at the November 25, 2014, Board meeting. The intention of both parties is still to break ground in May of 2015.

Next steps for City staff:

- Execute Purchase Agreement for Land
- Provide City of Anoka Master Planning Requirements (if possible)
- Provide City Land Use Map(s)
- Provide Zoning Ordinances
- Provide Building Codes
- Provide Street Maps with Utilities Information
- Provide List of Permit, Review and Building Fees

Next steps for Walker:

- Procurement of land commitment document(s)
- Provide "stopgap" financial documents
- Site platting options review

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

Demolition of Structures at 117 Benton Street and 1800 2nd Avenue Update: Mr. Berger said 10 demolition contractors were sent project manuals via mail on October 23, 2014. In order to allow potential bidders adequate time to prepare their bid packets, the bid deadline was set for Monday, November 10, 2014 at 9:00 a.m. Mr. Berger shared details of the Project Manual.

Board members were to be provided bid results prior to the November 10, 2014, meeting, however the meeting was canceled due to inclement weather. In lieu of Board approval at that meeting, each Board member was contacted and asked to vote. Mr. Berger shared the email sent to the Board showing which three Board members voted to approve the bids as well as the bid results sent to each Board member.

Water, electric, and gas have been disconnected and demolition should be starting this week. Sauter and Sons still anticipates completion by December 31, 2014.

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

Other Updates: Mr. Berger stated there were none at this time.

New Business:

Approval of 2015 Services Agreement Between the City of Anoka and the Housing Redevelopment Authority: Mr. Berger shared the HRA and City of Anoka entered into a Services Agreement to contract with the City for the services of a Housing Manager to support the HRA. The Agreement outlines the duties of the Housing Manager and the compensation to the City for services rendered. The compensation is determined in the budget process. This Agreement must be renewed by the parties annually for subsequent one-year terms.

Action Requested: Authorize the Chair and Housing Manager to continue the Services Agreement upon written renewal by the HRA by motion, second, and vote.

MOTION BY COMMISSIONER _____, SECONDED BY COMMISSIONER _____ TO AUTHORIZE THE CHAIR AND HOUSING MANAGER TO CONTINUE THE SERVICES AGREEMENT 2015 SERVICES AGREEMENT BETWEEN THE CITY OF ANOKA AND THE HOUSING REDEVELOPMENT AUTHORITY UPON WRITTEN RENEWAL BY THE HRA.

UPON A VOICE VOTE, MOTION CARRIED.

Consideration of the Center for Energy and Environment (CEE) Contract Amendment: Mr. Berger said CEE has contacted staff regarding three amendments to the contract between the CEE and the HRA. The original contract was signed on March 9, 2005, and there have been eight previous amendments made to this contract, all requiring Board approval.

Each of the three amendments is reasonable and would allow for CEE to continue successfully administering our funds.

Amendment 1 will allow additional signers the ability to sign checks if necessary. Just last week one of their staff had to come to City Hall to have me sign a check due to their staff person being on vacation. This will help avoid a disruption in service to our homeowners.

Amendment 2 will increase their Remodeling Advisor costs from \$150.00 to \$225.00. The increase in fee is due to the increasing cost of the Housing Specialist base salary expense and travel to/from the properties. This fee has not been increased since 2009. The increased fee also reflects what they charge all other customers for this service.

Amendment 3 extends our agreement through December 31, 2016.

Action Requested: Adopt Ninth Amendment to the Loan Origination Agreement Between CEE and the City of Anoka HRA by motion, second, and vote.

MOTION BY COMMISSIONER _____, SECONDED BY COMMISSIONER _____ TO ADOPT NINTH AMENDMENT TO THE LOAN ORIGINATION AGREEMENT BETWEEN CEE AND THE CITY OF ANOKA HRA.

UPON A VOICE VOTE, MOTION CARRIED.

Discussion Items:

Mr. Berger stated none further at this time.

Tentative Agenda Items for Future Meetings:

2014 Accomplishments/2015 Goals: Board consensus was to schedule a worksession to review the HRA's 2014 Accomplishments and the 2015 Goals. The worksession will be held on January 12th, 2015.

Annual Business Meeting – Election and Appointees: Mr. Berger said the annual business meeting and election and appointees will be held on January 12, 2015.

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

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

AGENDA ITEM VI. A

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: January 12th, 2015
Re: Oath of Office

The Anoka City Council re-appointed Lynn Hopkins at their December 1st, 2014 meeting. Her appointment is for a 5-year term. Commissioner Hopkins will be taking her Oath of Office at the HRA's Annual Meeting tonight.

Action Requested: No action is necessary.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

OATH OF OFFICE

STATE OF MINNESOTA)

COUNTY OF ANOKA)

CITY OF ANOKA)

I, Lynn Hopkins, do solemnly swear that I will support the Constitution of the United States of America, the Constitution of the State of Minnesota, and the Charter of the City of Anoka and that I will faithfully and impartially discharge the duties as a member of the City of Anoka's Housing & Redevelopment Authority, to which I have been appointed, to the best of my knowledge and ability, so help me God.

Signature

ATTEST:

Staff Liaison, Darin Berger

Appointed by the Anoka City Council on December 1, 2014.

Term Expires: December 31, 2019

Subscribed and sworn before me this the _____ day of _____, 2015.

Notary Public

(stamp)

AGENDA ITEM VI. B

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: January 12th, 2015
Re: Election of Officers

Each year, the HRA Board must elect officers for the positions of Chair, Vice Chair and Secretary. The Secretary position will be elected with the duties of keeping the minutes, which is delegated to the Housing Manager. The staff then hires TimeSavers to keep the minutes.

Action Requested: Nominate and Elect HRA Chair and Vice Chair by motion, second and vote.

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: January 12th, 2015
Re: Review Bylaws

Attached is a copy of the Bylaws for your review and approval.

Action Requested: Approve bylaws by motion, second and vote.

BYLAWS

BE IT RESOLVED BY THE HOUSING AND REDEVELOPMENT AUTHORITY OF
ANOKA, MINNESOTA:

That the following Bylaws be and they are hereby adopted and approved as and for the Bylaws of
the Housing and Redevelopment Authority of Anoka, Minnesota:

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the “Housing and
Redevelopment Authority of Anoka, Minnesota”.

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and
shall bear the name of the Authority and the year of its organization.

Section 3. Office of the Authority. The offices of the Authority shall be at 2015 First
Avenue North, City Hall.

ARTICLE II – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairperson, Vice-Chairperson,
and a secretary.

Section 2. Chairperson. The Chairperson shall preside at all meetings of the Authority.
Except as otherwise authorized by resolution of the Authority, the Chairperson shall sign all contracts,
deeds and other instruments made by the Authority. At each meeting, the Chairperson shall submit such
recommendations and information as he/she may consider proper concerning the business, affairs, and
policies of the Authority.

Section 3. Vice-Chairperson. The Vice-Chairperson shall perform the duties of the
Chairperson in the absence or incapacity of the chairperson; and in the case of the resignation or death of

the chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the authority shall select a new Chairperson.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Authority and shall have power to affix such a seal to all contracts and instruments authorized to be executed by the Authority. With the consent of the Authority, the Secretary may delegate duties to a designated employee of the city of Anoka.

Section 5. Election or Appointment. Chairperson, Vice-Chairperson, and Secretary shall be elected at the annual meeting of the Authority from among the commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified.

The Treasurership function shall be delegated to the City of Anoka Finance Director who shall have the care and custody of the funds of the Authority and shall deposit them for the Authority in such bank or banks as the Authority directs. The City Manager and the City Finance Director/Treasurer shall sign all orders and checks for payment of the money and shall pay out and disburse such monies only upon appropriate authorization by the Authority. The City Finance Director/Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render quarterly to the Authority, and when requested an account of the transactions and of the financial condition of the Authority.

Section 5A. Member Responsibilities. Members are expected to be interested in housing and redevelopment matters as they related to the overall general welfare and development of the community. It is realized that at times absence from meetings is unavoidable. However, any member absent from three consecutive regular meetings, or a total of six regular meeting annually, shall be subject to vacation of his/her office and the Housing and Redevelopment Authority shall request that the City Council appoint someone to fill any vacated seat. The City staff shall notify, in writing, any person removed from his position in the above-described manner.

Section 6. Vacancies. Should the office of Chairperson, Vice-Chairperson, or Secretary become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Section 7. Additional Personnel. The Authority may from time to time employ an Executive Director and such other personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Municipal Housing and Redevelopment Act of Minnesota and all other laws of the State of Minnesota applicable thereto. The selection and compensation of such personnel shall be determined by the Authority subject to the laws of the State of Minnesota.

ARTICLE III- MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be held at the regular January meeting.

Section 2. Regular Meetings. Regular meetings shall be held with notice of the offices of the Authority on a monthly basis at a specified time and date as designed by the Authority. Regular meetings may be held at such other places as the Authority by resolution designates. All meetings of the Authority shall be open to the public.

Section 3. Special Meetings. The Chairperson or Acting Chairperson of the Authority may, when deemed expedient, orally call a special meeting of the Authority, and a special meeting may also be called by written request of any two members of the Authority, for the purpose of transacting any business designated in the call. The call for a special meeting shall designate the date, time, and place of meeting, and the business to be transacted. Said call may be delivered or mailed to each member of the Authority at least two days prior to the date of such special meetings, said mailing to be directed to either the business or home address of each member of the Authority. At such special meeting, only business designated in the call shall be considered. However, if all members of the Authority are present and unanimously agree, any and all business may be transacted at such special meeting.

Section 4. Quorum. The power of the Authority shall be vested in the Commissioners thereof in office at any time. Three Commissioners shall constitute a quorum for the purpose of conducting business, but a smaller number may adjourn from time to time until quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the commissioners present, except that in matters of condemnation, borrowing of money and issuance of bonds or other evidence of indebtedness, action may be taken only upon a vote of 4/5's of all Commissioners.

Section 5. Order of Business. The order of business will be determined by the Chairperson. All resolutions shall be in writing and copies shall be retained in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by voice vote except for proxy votes permitted in Section 4.

ARTICLE IV – AMENDMENTS

Amendments to Bylaws. The Bylaws of the Authority shall be amended only with the approval of at least four of the members of the Authority at a regular or special meeting.

The motion for adoption of the foregoing Bylaws was unanimously carried.

AGENDA ITEM VI. D



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

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: January 12th, 2015
Re: Adoption of 2015 Meeting Schedule

Attached is a copy of the 2015 Meeting & Event Schedule. Please note that the October meeting will be held on Tuesday, October 13th, because of the Columbus Day Holiday. I have also included the North Suburban Home Improvement Show on the schedule as a reminder of the Board's role as greeters.

Action Requested: Adopt 2015 Meeting & Event Schedule by motion, second and vote.

**CITY OF ANOKA
HOUSING AND REDEVELOPMENT AUTHORITY
2015 MEETING AND EVENT SCHEDULE**

| | |
|-----------------------------------|---|
| Monday, January 12, 2015 | Annual Meeting |
| Monday, February 9, 2015 | Regular Meeting (moved up one week from February 10 th) |
| Monday, March 9, 2015 | Regular Meeting |
| Saturday, March 21, 2015 | Home Improvement Show Andover Community Center |
| Monday, April 13, 2015 | Regular Meeting |
| Monday, May 11, 2015 | Regular Meeting |
| Monday, June 8, 2015 | Regular Meeting |
| Monday, July 13, 2015 | Regular Meeting |
| Monday, August 10, 2015 | Regular Meeting |
| Monday, September 14, 2015 | Regular Meeting |
| Tuesday , October 13, 2015 | Regular Meeting – Moved to Tuesday due to Columbus Day Holiday |
| Monday, November 9, 2015 | Regular Meeting |
| Monday, December 14, 2015 | Regular Meeting |

AGENDA ITEM VII. A

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: January 12th, 2015
Re: Update Regarding Walker Plaza II Project

HRA Staff met with Walker Methodist's Executive Director of Development and our City Planner on January 5th, 2015. This meeting was held to discuss several items, including a tentative schedule for submittals to the Planning Commission and City Council for Site Plan and Rezoning Approval. Staff anticipates both submittals prior to February 20th in order to include these items on their April agendas.

Additionally, Walker plans to make a final selection of their architect on January 19th. HRA Staff is also still awaiting additional financial documents.

Significant progress is being made by both parties and we are still on track to break ground late this Spring.

Action Requested: None at this time. Informational only.

AGENDA ITEM VIII. A

Memo

To: HRA Board Members

From: Darin Berger, Housing Manager

Date: January 12th, 2015

Re: Approval of Letter of Intent Between Walker Methodist and City of Anoka Housing and Redevelopment Authority Regarding Purchase of 1833 2nd Avenue and 100 Monroe Street

The Anoka HRA and the developer (Walker Methodist) are proposing to enter into a Letter of Intent (LOI) for the purchase and development of the HRA owned properties located at 1833 2nd Avenue and 100 Monroe Street. A letter of intent is a non-binding agreement that is put in place prior to formal agreement(s) that will come in the near future.

The LOI identifies a purchase price of \$206,283.00, which is based on the square foot price the HRA Board agreed to during a closed session at our June 9th, 2014 meeting. The LOI is effective through June 1st, 2015. The LOI identifies a closing date on or before June 1st, 2015. Walker Methodist is anticipating starting construction late Spring of 2015.

Action Requested: Approve signing of the Letter of Intent with Walker Methodist by motion, second and vote.



January 8, 2015

Mr. Darin Berger
City of Anoka Housing &
Redevelopment Authority
Anoka City Hall
2015 First Avenue North
Anoka, MN 55303-2270

This Letter of Intent is written to confirm the interest of Walker Methodist, a Minnesota non-profit corporation, and/or its assigns (the "Purchaser"), to purchase from the City of Anoka Housing & Redevelopment Authority (the "Seller"), certain real property, and improvements thereon, located in the City of Anoka, County of Anoka, State of Minnesota, for the purpose of developing, constructing and operating a senior housing facility, with a potential combination of independent living, assisted living, care suites and memory care units (the "Project"). This non-binding Letter of Intent sets forth the basic terms and conditions upon which the Purchaser is prepared to proceed with negotiations and to enter into a definitive purchase agreement ("Purchase Agreement") with Seller for the purchase of the real property described herein.

1. **Property Included.** The Purchaser proposes to purchase the following real property, and improvements thereon, from Seller: the real estate and improvements thereon located at 100 Monroe Street, Anoka, Minnesota 55303, legally described on the attached *Exhibit A* (the "Monroe Parcel") and the real estate and improvements thereon located at 1833 2nd Avenue South, Anoka, Minnesota 55303, legally described on the attached *Exhibit A*, (the "2nd Avenue Parcel"). The Monroe Parcel and the 2nd Avenue Parcel shall be collectively referred to herein as the "Property". Purchase of the Property shall be in accordance with the terms and conditions set forth in the definitive Purchase Agreement to be negotiated and entered into by and between the parties.

2. **Purchase Price.** The total purchase price for the Property shall be \$206,283.00. The purchase price shall be allocated among the Monroe Parcel and the 2nd Avenue Parcel as follows:

| | |
|------------------------|--------------|
| 100 Monroe Parcel | \$ 18,760.00 |
| 1833 2nd Avenue Parcel | \$187,523.00 |

Purchaser shall pay the purchase price as follows: Earnest money of Ten Thousand Dollars (\$10,000), the receipt and sufficiency of which is hereby acknowledged; and the remaining balance of one hundred ninety-six thousand, two hundred eighty-three dollars (\$196,283.00) paid on or before June 1, 2015 (the "Date of Closing"). The earnest money shall be 100% refundable until a "Purchase Agreement" has been executed by all parties. In the event this Letter of Intent is terminated for any reason prior to execution of a Purchase Agreement, Seller shall refund the earnest money to Purchaser within twenty (20) days of the date of such termination.



3. **Payment of Purchase Price.** The Purchaser will pay Seller the purchase price for the Property by certified check or wire transfer on or before the Date of Closing.

4. **Assumption of Liabilities.** The Purchaser shall assume none of the liabilities and obligations of Seller, and the Property shall be sold and transferred to the Purchaser at closing free and clear of all security interests, liens and other encumbrances.

5. **Due Diligence.** Pending the parties entering into a Purchase Agreement, the Purchaser and its professional advisors will be provided reasonable access to the Property, and to information and materials relating to the legal and physical condition of the Property, including title reports, surveys, zoning letters, leases, appraisals, environmental reports, site plans, building plans and any other reports in Seller's possession relating to the Property, and will be permitted to make physical inspections of the Property at reasonable times in order to determine the suitability of the Property for Purchaser's intended purposes. Purchaser and its financial and professional advisors will treat all information so received as confidential, and in the event the Purchase Agreement is not entered into as contemplated by this Letter of Intent, Purchaser will promptly return all materials previously provided by the Seller upon written request of Seller.

6. **Definitive Agreements.** It is the intention of the parties to negotiate in good faith, with a view to entering into a Purchase Agreement for the Property, and such Purchase Agreement shall include the concepts referred to herein and such other representations, warranties, covenants, indemnities and other provisions as are normal in transactions of this type and which the parties and their counsel agree are appropriate and necessary. The parties expressly acknowledge, however, that except for the obligation to negotiate the Purchase Agreement in good faith, and except as provided in Paragraphs 2 (as to the refundability of the earnest money), 5, 11 and 12, this Letter of Intent is a non-binding expression of the present intention of the parties only and that no party hereto shall have any legal obligation or owe any legal duty to any other party until such time as a Purchase Agreement has been executed by the authorized representatives of the parties hereto setting forth the precise terms and conditions of the transaction.

7. **Title Commitment.** Seller shall provide Purchaser, at Seller's cost and expense, a title commitment, issued by a title company acceptable to Purchaser (the "Title Company"), for an owner's title insurance policy in the amount of the Purchase Price. The title commitment shall set forth the status of the title to the Property and any exceptions thereto.

8. **Closing Costs.** Seller shall pay all costs for all transfer fees, recording taxes and costs associated with the recording of the deed(s) and any title premiums and search costs due in connection with Purchaser's owner's title policy. Seller and Purchaser shall each pay ½ of any reasonable and customary closing fee of the Title Company. Purchaser shall pay all mortgage registration taxes associated with the recording of any mortgage and any other costs or fees for Purchaser's financing. Seller shall pay all property taxes prorated to the day of closing.

9. **Conditions Precedent.** The obligation of the Purchaser to close under the Purchase Agreement shall be subject to the following conditions precedent (in addition to such usual and customary conditions as shall be contained in the Purchase Agreement):

- (a) The closing shall occur on or before June 1, 2015.
- (b) Any fixed assets of Seller being purchased by Purchaser as part of the Property shall, upon closing, be in good condition and working order.
- (c) The Purchaser shall have obtained financing for the purchase of the Property and the development and construction of the Project on terms and conditions acceptable to Purchaser in Purchaser's sole and absolute discretion.
- (d) Purchaser shall be satisfied with Purchaser's due diligence investigation of the Property, including matters related to title as well as the physical condition of the Property, in Purchaser's sole and absolute discretion.

10. **Conduct Pending Closing.** Pending the closing, Seller shall maintain the Property in the ordinary course, consistent with past practices.

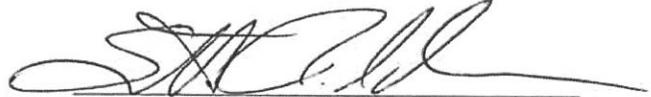
11. **Exclusive Period.** Until March 1, 2015, Seller will not enter into any other discussions or negotiations for the sale of the Property; *provided, however,* that should no Purchase Agreement be executed by the parties by March 1, 2015, then this provision and this entire Letter of Intent shall thereupon be null and void and neither party shall have any further liability to the other as a result of entering into this Letter of Intent, and Seller shall return the earnest money to Purchaser.

12. **Legal and Brokers' Fees.** All legal fees, accounting fees and brokers' fees, if any, and the expenses of any other services rendered or incurred relating to this Letter of Intent and the consummation of the transaction contemplated hereby shall be paid by the party incurring the same.

If the foregoing is acceptable to you, please countersign this Letter of Intent signifying your agreement and intent and return one copy to me. If one countersigned copy of this Letter is not returned by January 30, 2015, then this Letter of Intent shall be of no further force and effect and the terms proposed herein shall be deemed withdrawn.

Very truly yours,

WALKER METHODIST



Scott Riddle, President and CEO

The foregoing is agreed to and accepted this 8th day of January 2015.

CITY OF ANOKA HOUSING AND
REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____