

CITY OF ANOKA



HOUSING &
REDEVELOPMENT
AUTHORITY

CITY OF ANOKA

Housing & Redevelopment Authority

Monday, March 14th, 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. February 8th, 2016 Regular Meeting
- V. Open Forum
- VI. Unfinished Business
 - A. Walker Methodist Plaza Gardens Report
 - B. Other Reports
- VII. New Business
 - A. Acceptance of Demolition Bid for Structure at 1806 2nd Avenue
 - ~~B. Discontinuance of Loan Servicing for 2020 Shaw Avenue~~
 - C. South Ferry Street Corridor Vision Presentation
 - D. Potential Acquisition of 2221 Ferry Street
 - E. City Council Goals 2016
- VIII. Discussion Items
 - A. Board Appreciation Dinner
- IX. Tentative Agenda Items for Future Meetings
- X. Adjournment

AGENDA ITEM IV. A.

**CITY OF ANOKA
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING MINUTES FEBRUARY 8, 2016**

Call to Order: Vice Chair Dave Bonthuis called the meeting to order at 5:00 p.m.

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

Approval of the Agenda: MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER MANZOLINE, TO APPROVE THE AGENDA AS AMENDED, MOVING ITEM VIIA FORWARD AFTER OPEN FORUM.

UPON A VOICE VOTE, MOTION CARRIED.

Approval of Minutes:

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

UPON A VOICE VOTE, MOTION CARRIED.

January 11, 2016, Worksession: MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER MANZOLINE, TO APPROVE THE JANUARY 11, 2016, WORKSESSION MINUTES AS PRESENTED.

UPON A VOICE VOTE, MOTION CARRIED.

Open Forum: No one appeared.

Unfinished Business:

Walker Methodist Plaza Gardens Report: Mr. Berger stated Walker Methodist submitted their third request on December 14, 2015, based on terms of the development agreement signed June 15, 2015. They have not submitted any additional requests for disbursement and a disbursement history was shared.

Per the development agreement, the HRA stated it would reimburse Walker Methodist up to \$250,000 in TIF funds towards earthwork/site work for this project. In addition to the \$250,000, the HRA also agreed to provide up to \$17,500 towards soil corrections for a total maximum of \$267,500. Mr. Berger reviewed details of this reimbursement request and said based on that language staff approved the third disbursement of \$26,770 to Weis Builders and shared that this brings the total disbursements to date to \$180,395. Mr. Berger said Weis Builders are constructing the project efficiently and are still on schedule for an August or September 2016 completion. As of February 5 Walker Plaza Gardens has a wait list of 15 people. This number will likely significantly increase as the project nears completion. Mr. Berger shared the 72-unit,

three-story building will soon have the roof completed and once that occurs, interior construction will be underway.

Vice Chair Bonthuis asked once the roof is sealed will they be able to begin interior work. Mr. Berger said Weis Builders is working towards that after they complete the exterior process first. He said he will have a skyway update at the next meeting, which will connect the two buildings, adding Walker needs to obtain an easement agreement as there will be pylons necessary on City property so they are currently working through that administratively regarding material and placement.

Vice Chair Bonthuis asked if the pylons will obstruct the sidewalk. Mr. Berger said yes, adding that is why more narrow pylons are being considered.

Vice Chair Bonthuis said it is encouraging to see the progress they have made.

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

North Suburban Home Show Report: Mr. Berger stated the North Suburban Home Show (NSHS) Committee has begun meeting regularly and everything is going great thus far. We have currently sold 80 booths plus 11 resource booths for a total of 91 of the 100 available booths sold. Last year at this time we had only sold 65 booths so there is definitely more of a buzz being generated around this year's show. Mr. Berger said they anticipate the last few booths filling up in the near future and encouraged everyone to come to the Andover community Center on March 12 from 9am-3pm. He said free admission includes 100+exhibitors, limited door prizes, demonstrations and a kid's workshop sponsored by Lowe's.

staff from the cities of Andover, Coon Rapids, and Anoka and as of January 1 we had sold 80 plus the 11 resource booths but now as of January 8 have sold 91 out of the 100 booths available; last year at 65, more of a buzz this year, partially due to not as much competition. Mr. Berger said this is a reminder to any potential exhibitors to get their registration and payment in as soon as possible before the booths are all gone. The committee has been focused on securing advertisements, marketing, and other details to make sure this event is a continued success. People who have been with us every year and will likely return again this year. 9-3, free admissions, door prizes, kids workshop sponsored by Lowes. Mr. Berger reminded the Board of their role as greeters and said Boardmembers can sign up after this evening's meeting. Mr. Berger said he feels there is higher interest this year since they changed the date as there is less competition with other home improvement shows.

Vice Chair Bonthuis asked if the radio promotions have been on WCCO. Mr. Berger said they have as well as ads in the *Star Tribune*, which will both increase as the date gets closer.

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

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

New Business:

Receive Fourth Quarter Financial Report from Finance Director: Finance Director Lori Yager shared the 2015 fourth quarter financials as well as the December 31, 2015 financial report. She said budget to actual is 101% for revenues and 76% for expenditures, which is well under budget, and noted there was a transfer to the commercial loan program of \$100,000 for improvements so another transfer of \$75,000 to help fund future loan programs.

Ms. Yager shared the HRA TIF district fund budget was 39% which included \$450,000 for sale of property and recorded as a reduction in assets. She said the property is held for resale and credited the asset and should have never budgeted in the first place so the HRA is on budget for remainder of the year. She said the largest expense was the redevelopment project for Walker Methodist Gardens Plaza and \$587,000 is combination of loss of sale for sale of property. Ms. Yager added the COR paid back internal interest that we accrued so interest expenses of \$26,000 was the largest expense.

Ms. Yager reviewed assets versus liabilities and said the total cash compared to 2014 was up \$200,000 while the land held for resale is down substantially and distributed to Walker during the year. She noted the additional column in the report reflects the South Central Business District where Walker is going and was established as it owes the Central Business District money for some of the development. She said the HRA helped pay for some of the infrastructure and will be collecting TIF funds in the future to pay back that loan. Ms. Yager recapped revenues and expenses for all funds and said there has been good news with redevelopment, which is very positive. She noted she will be back in April or May with an audited financial statement for Board review.

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

Adoption of 2016 HRA Accomplishments: Mr. Berger shared the HRA's 2015 accomplishments as discussed at the January 11, 2016 worksession. Staff would like the Board to adopt the final version of the accomplishments for the City Council to include in their prioritization process for 2016-2017.

Vice Chair Bonthuis outlined the 2015 accomplishments and commented how development was much larger than last year.

Action Requested: Staff recommends the Board adopt the 2015 Accomplishments as outlined.

MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER MANZOLINE, TO ADOPT THE 2015 ACCOMPLISHMENTS AS OUTLINED.

UPON A VOICE VOTE, MOTION CARRIED.

Adoption of 2015 HRA Goals: Mr. Berger shared the HRA's 2016 goals as discussed at the January 11, 2016 worksession. Staff would like the Board to adopt the final version of the goals for the City Council to include in their prioritization process for 2016-2017.

Mr. Berger shared the City Council is currently reviewing all Boards and Commission accomplishments and goals in worksession and said this process is a good recap of work for the year. Mr. Berger suggested amending the goals to include promotion of maintenance of commercial dwellings to include housing in second stories of the downtown area as this would not be limited to providing jobs as the HRA provides housing.

Action Requested: Staff recommends the Board adopt the 2016 Goals as amended.

MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER MANZOLINE, TO ADOPT THE 2016 GOALS AS AMENDED.

UPON A VOICE VOTE, MOTION CARRIED.

Discussion Items: None.

Tentative Agenda Items for Future Meetings:

Mr. Berger said there may be a possible future item from Commissioner Manzoline regarding scattered site housing for a vacant house on 2221 North Ferry Street. Mr. Berger said the house has been vacant for over two years and that the HRA's practice is to step in when the private market does not. He said staff has been monitoring the situation as vacant property can attract nuisances and deteriorate. Mr. Berger said staff will have more information available at the next meeting.

Adjournment: MOTION BY COMMISSIONER HOPKINS, SECONDED BY COMMISSIONER WERDIEN, TO ADJOURN. The motion carried, the meeting was adjourned at 5:33 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: March 14th, 2016
Re: Walker Methodist Plaza Gardens Report

Walker Methodist submitted their 4th request for disbursement on February 22nd, 2016 based on terms of the Development Agreement signed June 15th, 2015. Draw Request #4 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 4th disbursement of \$10, 261.00 to Weis Builders.

Sitework: \$7,111.00 (Labor)
Sitework: \$3150.00 (Materials)

TOTAL THIS DRAW: \$10,261.00

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

GRAND TOTAL: \$190,656.00

On March 7th, 2016, the City Council was asked to approve an Encroachment Agreement for the Walker Methodist Plaza Gardens project. The location of the encroachment is specific to the north side of Monroe Street. The skyway from 100 Monroe Street to the current building at 131 Monroe Street will require two above grade columns that extend approximately 16 inches into the public right-of-way, and six below grade micro-pilings that extend approximately 54 inches into the public right-of-way. In order to allow encroachment into the public right-of-way, the City Council granted this encroachment agreement. This agreement removes all liability from the

City regarding emergency removal of the columns or any damage caused to the columns as a result of snow removal, sidewalk repair, or any other maintenance activities that occur within the public right-of-way. Staff has included the Resolution, a sketch detailing the area of focus and the Encroachment Agreement and for your reference.

As of March 10th, 2016 Walker Plaza Gardens continues to have a wait list of 15 people. This number will likely significantly increase as the project nears completion.

Weis Builders are constructing the project efficiently and are still on schedule for an August/September 2016 completion. Staff has included pictures that were recently taken for your review.

Action Requested: No action necessary, informational only.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-XX

**APPROVING AN ENCROACHMENT AGREEMENT TO WALKER
METHODIST AT 131 MONROE STREET**

WHEREAS, in 2015, Walker Methodist received approval for a 3-story facility located at 100 Monroe Street; and

WHEREAS, as part of the site approved by the City, a skyway was approved to connect the facility located at 100 Monroe Street to the facility located across the street at 131 Monroe Street; and

WHEREAS, for the skyway connection, there will need to be two above grade columns that extend approximately 16 inches into the public right-of-way, and six inch below grade micro pilings that extend approximately 54 inches into the public right-of-way; and

WHEREAS, Walker Methodist has requested the right to encroach into the public right-of-way to construct such columns.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anoka, Anoka County, Minnesota that the encroachment agreement attached hereto is hereby approved and the Mayor and City Clerk are authorized to execute the same on behalf of the City.

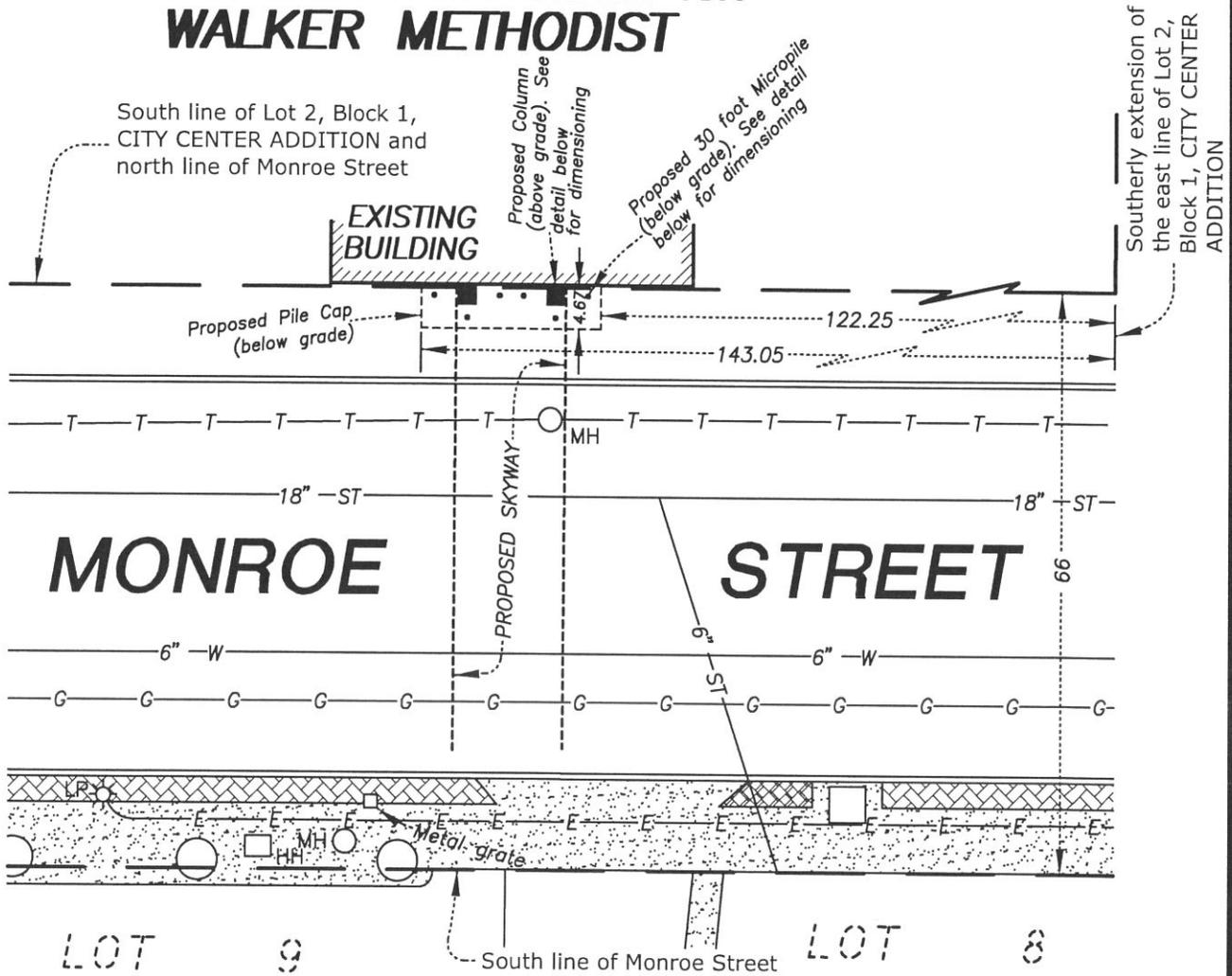
Adopted by the Anoka City Council this the 7th day of March 2016.

ATTEST:

Amy T. Oehlers, City Clerk

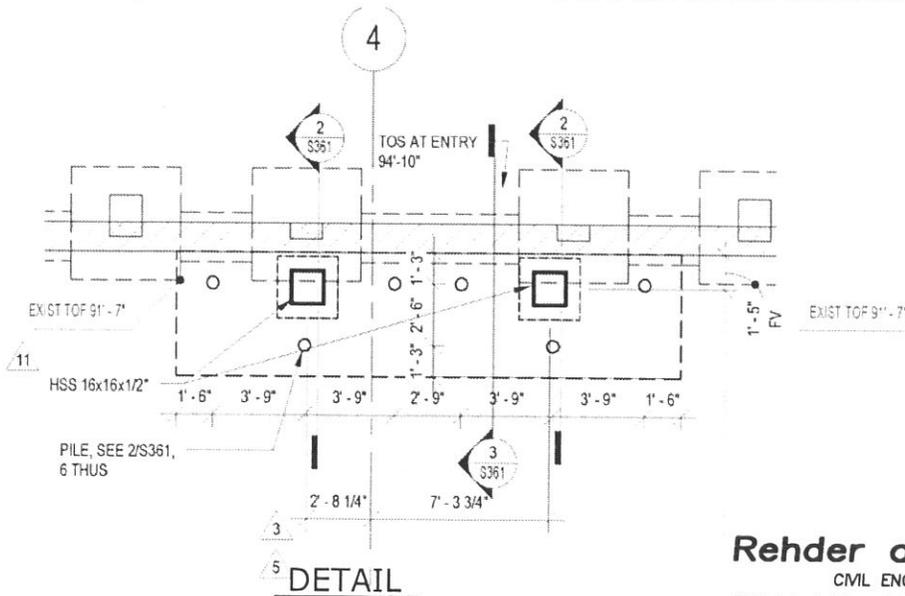
Phil Rice, Mayor

Encroachment Area Sketch for: **WALKER METHODIST**



DESCRIPTION OF ENCROACHMENT AREA

That part of Monroe Street lying north of a line 4.67 feet south of the south line of Lot 2, Block 1, CITY CENTER ADDITION, according to the recorded plat thereof, east of a line 143.05 feet west of the southerly extension of said Lot 2 and west of a line 122.35 feet west of said southerly extension.



Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

ENCROACHMENT AGREEMENT

The **City of Anoka**, a municipal corporation, whose address for purposes of this instrument is 2150 1st Avenue North, Anoka, Minnesota 55303 ("**Grantor**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to **Walker Methodist Plaza Gardens, LLC**, a Minnesota limited liability company, whose address for purposes of this instrument is 3737 Bryant Avenue South, Minneapolis 55409 ("**Walker Plaza**"), and **Walker Senior Housing Corporation III**, a Minnesota nonprofit corporation, whose address for purposes of this instrument is 3737 Bryant Avenue South, Minneapolis 55409 ("**Walker Gardens**") (Walker Plaza and Walker Gardens are referred to collectively herein as "**Grantees**"), consent to encroach upon the public right-of-way owned by Grantor specially described herein. Such consent shall be under the following terms and conditions:

1. Grantees are the owners of certain real property located in Anoka, Minnesota, legally described on the attached Exhibit A and Exhibit B.
2. Grantor owns and maintains, for public purposes, platted right-of-way identified as Monroe Street and referenced in the License Agreement (hereinafter defined) and an adjacent sidewalk, both of which are adjacent to and abutting Grantees' properties (the "**Public Right-of-Way**").
3. Grantor and Grantees have entered into a License Agreement For Skyway Over Monroe Street (the "**License Agreement**") dated August 3, 2015 and recorded in the County Recorder's Office, Anoka County, Minnesota, as Document No. 3268150, wherein Grantor granted to Grantees a license to construct a skyway (the "**Skyway**") between their properties over the Public Right-of-Way.
4. Grantees are requesting that Grantor consent to the encroachment into the Public Right-of-Way of pillars that will support the Skyway.

Grantee:
Walker Methodist Plaza Gardens, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of **Walker Methodist Plaza Gardens, LLC**, a limited liability company under the laws of Minnesota, on behalf of the limited liability company.

Notary Public

Grantee:
Walker Senior Housing Corporation III

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of **Walker Senior Housing Corporation III**, a corporation under the laws of Minnesota, on behalf of the limited liability company.

Notary Public

EXHIBIT A

DESCRIPTION OF WALKER GARDENS PARCEL

Parcel 1:

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 30, Town, now City of Anoka, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota, except the following parcel:

The West 77 feet of Lot 9 and all of the West 77 feet of Lot 10, lying North of a line drawn parallel with and 71 feet South from the North line of Lot 9, all in Block 30, Town, now City of Anoka, Anoka County, Minnesota.

Parcel 2:

Easement for driveway purposes as evidenced in Warranty Deed dated August 3, 1973, and filed August 3, 1973, as Document No. 394103 (Book "1049", Page 518), Anoka County, Minnesota.

Abstract Property

EXHIBIT B

DESCRIPTION OF WALKER PLAZA PARCEL

Parcel 1:

An air rights parcel, being that part of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, lying between a plane surface at elevation 882.75 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka;

AND

An air rights parcel, being that part of the following described land lying between a plane surface at elevation 879.25 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka:

That part of the vacated East 4.5 feet of First Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

That part of the vacated West 4.5 feet of Second Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

AND

An air rights parcel, being that part of the vacated North 4.5 feet of Monroe Street lying between a plane surface at elevation 872.0 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka, which lies between the Southerly extensions of the east and west lines of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota.

Together with an easement for overhangs in an air rights parcel, being that part of the following described land lying between a plane surface at elevation 879.25 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka:

The South 4.5 feet of Lots 1 and 3, Block 1, City Center Addition, Anoka County, Minnesota;

And together with the benefits and easements contained in the Reciprocal Easement Agreement, Document No. 855273, as amended by Amendment to Reciprocal Easement Agreement, Document No. 1119305, over, under and across the following described land:

That part of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, lying below a plane surface at elevation 882.75 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka.

That part of the following described land lying between a plane surface at elevation 862.0 feet and a plane surface at elevation 856.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka:

That part of the vacated East 4.5 feet of First Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

That part of the vacated West 4.5 feet of Second Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

That part of the vacated North 4.5 feet of Monroe Street which lies between the Southerly extensions of the east and west lines of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota;

The South 4.5 feet of Lots 1 and 3, Block 1, City Center Addition, Anoka County, Minnesota.

Parcel 2:

Leasehold estate in a portion of the following premises:

That part of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, lying below a plane surface at elevation 882.75 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka.

Created by that certain Parking Lease dated June 1, 1989, between The Housing and Redevelopment Authority in and for the City of Anoka and Walker Senior Housing Corporation III, a Memorandum of which was recorded June 30, 1989, as Document No. 855274.

February 22, 2015

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 .

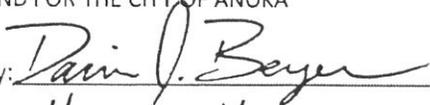
Upon returned of signed document Walker will request, from title that \$ 10,261.00 (Ten Thousand Two Hundred Sixty One) be release from escrow account /file # 40033 and paid to Weis's Builders for inspected work .

Respectfully Submitted,

Greg Opegard, Development D

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

By:



Title

HOUSING MANAGER

Date

2/23/16

February 22, 2016

REQUEST SUMMARY

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

1-	Sitework	\$7,111 (Labor)
2-	Sitework	\$3150 (materials)
Total this request		\$10,261

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

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: 6 - Material

Distribution to:
 OWNER

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

PERIOD TO: 1/31/16

PROJECT NOS: 151492

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.

1. ORIGINAL CONTRACT SUM \$ 3,508,589
2. Net change by Change Orders \$217,547.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,726,136
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,540,253
5. RETAINAGE:
 - a. 10% % of Completed Work (Column D + E on G703) \$ 154,025
 - b. 0.00% % of Stored Material (Column F on G703) \$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 154,025
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 984,138
8. CURRENT PAYMENT DUE \$ 402,039
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,339,909

CONTRACTOR: Weis Builders, Inc

Michael Biskupski, Operations Controller
 State of Minnesota
 County of Hennepin
 Notary Public: *[Signature]*
 My Commission expires: 1/31/17
 Date: *[Signature]*
 NOTARY PUBLIC-MINNESOTA
 County of Hennepin
 State of Minnesota
 Commission Expires: 1/31/17

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\$ 402,039

(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: 2/2/2016

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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5992

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner #	217,547	0
Total approved this Month # 1A	0	0
TOTALS	0	0
NET CHANGES by Change Order	\$217,547.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

WEIS BUILDERS, INC

Project Name
Walker Methodist Plaza Gardens
Project Number
151492

6 - Material
1/31/16
1/1/16

APPLICATION NO:
APPLICATION DATE:
PERIOD FROM:

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)				
2	Concrete & Masonry	83,645.00	9,853.00	83,645.00	45,000.00	0.00	48,500.00	58%	83,645.00	4,830.00	
3	Steel	485,938.00	(45,025.00)	485,958.00	337,278.00	0.00	337,278.00	69%	485,958.00	33,727.80	
4	Wood & Plastics	122,065.00	2,660.00	122,065.00	35,600.00	20,000.00	55,600.00	46%	122,065.00	5,560.00	
5	Thermal and Moisture Protection	612,058.00	25,448.00	612,058.00	291,847.00	173,143.45	464,990.45	76%	612,058.00	46,499.05	
6	Doors & Windows	222,934.00	73,476.00	222,934.00	8,649.00	79,578.00	88,227.00	40%	222,934.00	8,822.70	
7	Finishes	270,718.00	7,559.00	270,718.00	75,281.70	544.50	75,826.20	28%	270,718.00	7,582.62	
8	Specialties	421,994.00	7,272.00	421,994.00	0.00	0.00	0.00	0%	421,994.00	-	
9	Equipment	43,388.00	615.00	43,388.00	0.00	0.00	0.00	0%	43,388.00	-	
10	Furnishings	146,880.00	(9,600.00)	146,880.00	0.00	0.00	0.00	0%	146,880.00	-	
11	Conveying Systems	115,490.00	(14,256.00)	115,490.00	0.00	0.00	0.00	0%	115,490.00	-	
12	Mechanical	73,400.00	(2,250.00)	73,400.00	43,331.00	0.00	43,331.00	59%	73,400.00	4,333.10	
13	Electrical	588,284.00	132,638.00	588,284.00	191,500.00	150,000.00	341,500.00	58%	588,284.00	34,150.00	
14	Walker Renovation Allowance	281,775.00	19,055.00	281,775.00	65,000.00	20,000.00	85,000.00	30%	281,775.00	8,500.00	
		40,000.00	0.00	40,000.00	0.00	0.00	0.00	0%	40,000.00	-	
	TOTAL	3,508,589.00	207,445.00	3,508,589.00	1,093,486.70	446,765.95	1,540,252.65	44%	3,508,589.00	154,035.27	

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 1/31/2016
 JOB NUMBER 151492

SUB NAME	SUB DIVISION	Current Amount To Be Paid
Northwest Asphalt	Sitework	3,150.00
Nova Frost	Sitework	0.00
Molin Concrete Products	Concrete	0.00
Donald R Frantz Concrete Const LLC	Concrete & Masonry	0.00
DG Welding	Steel	18,000.00
Arrow Building Center	Wood & Plastics	162,491.37
Arrow Building Center	Wood & Plastics	(8,552.27)
Solid LLC	Wood & Plastics	1,890.00
D & M Industries	Wood & Plastics	490.05
Arrow Building Center	Thermal and Moisture Protection	0.00
Concrete Coatings	Thermal and Moisture Protection	0.00
Premier Construction	Thermal and Moisture Protection	71,620.20
D & M Industries	Doors & Windows	0.00
Scherer Bros. Lumber Co.	Doors & Windows	0.00
Scherer Bros. Lumber Co.	Doors & Windows	0.00
To Be Let	Finishes	0.00
D & M Industries	Specialties	0.00
To Be Let	Equipment	0.00
To Be Let	Furnishings	0.00
Schindler Elevator	Conveying Systems	0.00
Security Fire Protection	Mechanical	0.00
J-Berd Mechanical	Mechanical	135,000.00
Berd Electric	Electrical	18,000.00
To Be Let	Walker Renovation Allowance	0.00
Totals		402,089.35

APPLICATION AND CERTIFICATION FOR PAYMENT

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

AIA DOCUMENT G702R

PAGE ONE OF TWO

PAGES

APPLICATION NO: 6 - Labor

Distribution to:
 OWNER

FROM CONSTRUCTION MANAGER:

Weis Builders Inc
7645 Lyndale Ave South
Minneapolis, MN 55423
CONTRACT FOR: Construction Management

PERIOD TO: 1/31/16

PROJECT NOS: 151492

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.

1. ORIGINAL CONTRACT SUM	\$	5,223,448
2. Net change by Change Orders	\$	\$254,026.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	5,477,474
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,664,461
5. RETAINAGE:		
a. 7% of Completed Work (Column D + E on G703)	\$	113,312
b. 0.00% of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	113,312
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,551,149
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,271,383
8. CURRENT PAYMENT DUE	\$	279,766
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,926,325

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: *[Signature]*
Mirela Bisparski, Operating Controller
State of Minnesota
Subscribed and sworn to before me this *1st* day of *February*, 2016.
Notary Public: *[Signature]*
My Commission expires: *January 31, 2017*

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 \$ 279,766

(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: 2/2/2016

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 #	254,026	0
Total approved this Month # 1/A	0	0
TOTALS	0	0
NET CHANGES by Change Order		\$254,026.00

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	General Conditions	\$ 584,313.00	0.00	584,313.00	209,445.00	33,787.00	0.00	263,232.00	45%	321,081.00	-
2	Sitework	\$ 408,384.00	36,483.00	444,867.00	140,671.00	7,902.00	0.00	148,573.00	33%	296,294.00	14,857.30
3	Concrete & Masonry	\$ 593,949.00	(82,689.00)	511,260.00	370,298.00	0.00	0.00	370,298.00	72%	140,962.00	37,029.80
4	Steel	\$ 65,727.00	2,660.00	68,387.00	6,000.00	0.00	0.00	6,000.00	9%	62,387.00	600.00
5	Wood & Plastics	\$ 612,057.00	44,000.00	656,057.00	205,311.00	111,964.00	0.00	317,275.00	48%	338,782.00	31,349.80
6	Thermal and Moisture Protection	\$ 334,400.00	104,355.00	438,755.00	9,250.00	35,000.00	0.00	44,250.00	10%	394,505.00	4,425.00
7	Doors & Windows	\$ 180,479.00	7,558.00	188,037.00	0.00	0.00	0.00	0.00	0%	188,037.00	-
8	Finishes	\$ 515,770.00	7,273.00	523,043.00	0.00	0.00	0.00	0.00	0%	523,043.00	-
9	Specialties	\$ 28,926.00	61.50	29,541.00	0.00	0.00	0.00	0.00	0%	29,541.00	-
10	Equipment	\$ 97,920.00	(9,600.00)	88,320.00	0.00	0.00	0.00	0.00	0%	88,320.00	-
11	Furnishings	\$ 62,187.00	(14,769.00)	47,418.00	0.00	0.00	0.00	0.00	0%	47,418.00	-
12	Conveying Systems	\$ 110,100.00	(2,250.00)	107,850.00	0.00	0.00	0.00	0.00	0%	107,850.00	-
13	Mechanical	\$ 719,014.00	130,938.00	849,952.00	87,500.00	74,000.00	0.00	161,500.00	19%	688,452.00	15,050.00
14	Electrical	\$ 337,743.00	17,655.00	355,398.00	92,000.00	8,000.00	0.00	100,000.00	28%	255,398.00	10,000.00
15	Walker Renovation Allowance	\$ 60,000.00	0.00	60,000.00	0.00	0.00	0.00	0.00	0%	60,000.00	-
16	Building Permits Allowances	\$ 65,000.00	0.00	65,000.00	56,155.00	0.00	0.00	56,155.00	86%	8,845.00	-
17	Construction Manager Contingency	\$ 80,000.00	0.00	80,000.00	0.00	0.00	0.00	0.00	0%	80,000.00	-
18	General Liability/Builders Risk Insurance	\$ 113,148.00	4,530.00	117,678.00	117,678.00	0.00	0.00	117,678.00	100%	0.00	-
19	Fee	\$ 254,331.00	7,267.00	261,598.00	66,700.00	12,800.00	0.00	79,500.00	30%	182,098.00	-
TOTAL		5,223,448.00	254,026.00	5,477,474.00	1,361,008.00	303,453.00	0.00	1,664,461.00	30%	3,813,013.00	113,311.90

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 1/31/2016
 JOB NUMBER 151492

SUB NAME	SUB DIVISION	Current Amount To Be Paid
Weis Builders Inc	General Conditions	53,787.00
Loucks & Associates	Sitework	0.00
Northwest Asphalt	Sitework	7,111.80
Nova-Frost	Sitework	0.00
Molin Concrete Products	Concrete	0.00
Donald R Frantz Concrete Const LLC	Concrete & Masonry	0.00
DG Welding	Steel	0.00
Solid LLC	Wood & Plastics	100,767.15
Weis Builders Inc	Wood & Plastics	0.00
Premier Construction	Thermal and Moisture Protection	31,500.00
Concrete Coatings	Waterproofing	0.00
To Be Let	Doors & Windows	0.00
To Be Let	Finishes	0.00
To Be Let	Specialties	0.00
To Be Let	Equipment	0.00
To Be Let	Furnishings	0.00
To Be Let	Conveying Systems	0.00
Security Fire Protection	Mechanical	0.00
J-Berd Mechanical	Mechanical	66,600.00
Berd Electric	Electrical	7,200.00
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	12,800.45
Totals		279,766.40

AGENDA ITEM VII. A.

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: March 14th, 2016
Re: Acceptance of Demolition Bids for Structure at 1806 2nd Avenue

The HRA purchased 1806 2nd Avenue on February 26th, 2016. Since then, Staff has toured the property with the Heritage Preservation Commission, given access to the Anoka County Sheriff's Department for training, and directed Environmental Property Audits, Inc. to perform an asbestos/regulated waste material survey for 1806 Second Avenue. Those results have not come back, but removal of any harmful materials will need to take place prior to demolition. Those bids will be approved administratively based on the lowest responsible bid.

In addition to that, five demolition contractors were sent project manuals via email on March 3rd, 2016. In order to allow for the Board to accept the bid at the earliest date so we can proceed with redevelopment, the bid deadline was set for Monday, March 14th, 2016 at 1:00pm. See the attached Project Manual for more details.

Board members will be provided bid results via email prior to our 5:00pm meeting on March 14th, 2016.

Action Requested: Authorize Staff to enter into a contract with the lowest responsible bidder for demolition of 1806 Second Avenue.

Darin Berger

From: Darin Berger
Sent: Thursday, March 03, 2016 3:39 PM
To: 'dumpsterboxservice@earthlink.net'
Subject: Invitation to Bid - 1806 2nd Ave, Anoka MN
Attachments: Demo Packet - 1806 2nd Ave.docx

Attached please find the City of Anoka Housing and Redevelopment Authority's "Project Manual for the Demolition of 1806 Second Ave. located in the City of Anoka, Minnesota. The Manual includes: Advertisement for Bids, Instruction to Bidders, Bid Forms, and General Requirements. Hazardous Material Inspection Reports are not included and will be addressed by the Owner prior to demolition.

Bids along with a Bid Bond or Cashier's Check for 5% of the bid amount, are due in the Offices of the HRA located at 2015 First Ave. Anoka MN 55303, no later than 1:00 P.M. on the afternoon of March 14th, 2016. Bidders may request an appointment to review the properties by contacting Darin Berger, HRA Housing Manager at 763 576-2724.

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



Darin Berger

From: Darin Berger
Sent: Thursday, March 03, 2016 3:33 PM
To: 'Sauter & Sons, Inc.'
Subject: Demo Packet - 1806 2nd Ave
Attachments: Demo Packet - 1806 2nd Ave.docx

Attached please find the City of Anoka Housing and Redevelopment Authority's "Project Manual for the Demolition of 1806 Second Ave. located in the City of Anoka, Minnesota. The Manual includes: Advertisement for Bids, Instruction to Bidders, Bid Forms, and General Requirements. Hazardous Material Inspection Reports are not included and will be addressed by the Owner prior to demolition.

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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



Darin Berger

From: Darin Berger
Sent: Thursday, March 03, 2016 3:32 PM
To: 'lorienderle@yahoo.com'
Subject: Invitation to Submit Bids - 1806 2nd Ave, Anoka
Attachments: Demo Packet - 1806 2nd Ave.docx

Attached please find the City of Anoka Housing and Redevelopment Authority's "Project Manual for the Demolition of 1806 Second Ave. located in the City of Anoka, Minnesota. The Manual includes: Advertisement for Bids, Instruction to Bidders, Bid Forms, and General Requirements. Hazardous Material Inspection Reports are not included and will be addressed by the Owner prior to demolition.

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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



Darin Berger

From: Darin Berger
Sent: Thursday, March 03, 2016 3:35 PM
To: 'info@veitusa.com'
Subject: Invitation to bid - 1806 2nd Ave, Anoka, MN
Attachments: Demo Packet - 1806 2nd Ave.docx

Attached please find the City of Anoka Housing and Redevelopment Authority's "Project Manual for the Demolition of 1806 Second Ave. located in the City of Anoka, Minnesota. The Manual includes: Advertisement for Bids, Instruction to Bidders, Bid Forms, and General Requirements. Hazardous Material Inspection Reports are not included and will be addressed by the Owner prior to demolition.

Bids along with a Bid Bond or Cashier's Check for 5% of the bid amount, are due in the Offices of the HRA located at 2015 First Ave. Anoka MN 55303, no later than 1:00 P.M. on the afternoon of March 14th, 2016. Bidders may request an appointment to review the properties by contacting Darin Berger, HRA Housing Manager at 763 576-2724.

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



Darin Berger

From: Darin Berger
Sent: Thursday, March 03, 2016 3:42 PM
To: 'info@fehncompanies.com'
Subject: Invitation to Bid - 1806 2nd Ave, Anoka MN
Attachments: Demo Packet - 1806 2nd Ave.docx

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



PROJECT MANUAL
FOR
DEMOLITION
OF
1806 SECOND AVENUE
ANOKA, MINNESOTA

City of Anoka
Housing and Redevelopment Authority
2015 First Avenue
Anoka, MN 55303

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SECTION 1

ADVERTISEMENT FOR BIDS

1-1 GENERAL NOTICE

The City of Anoka Housing and Redevelopment Authority (HRA) is soliciting bids for the following items:

Provide demolition services for a property located at 1806 Second Ave. in Anoka, Minnesota. The project includes demolition, removal and disposal of all buildings, materials, foundations, driveways and other hard surfaces and other materials, as required, and leveling and finishing of the site. This also includes disconnecting water and sewer. The Contractor shall also load, transport, and place backfill and grass seed on the Site to replace footings, basement area, and slab foundation, as necessary. The removal and proper disposal of other regulated materials, including, but not limited to, asbestos, fluorescent ballasts and bulbs, mercury containing thermostats, and refrigerants **will be removed and addressed by Owner prior to building demolition.**

A pre-bid meeting or an inspection of the properties can be scheduled upon request. **Bidders should contact Darin Berger (763-576-2724) at the HRA to arrange an inspection or pre-bid meeting.**

Mr. Berger will receive bids at the Anoka HRA located at Anoka City Hall, 2015 First Avenue, Anoka, Minnesota, 55303 until **1:00 p.m. on Monday, March 14th, 2016.** Contract will be decided and notification sent to all bidders no later than **March 21st, 2016.** Notice to Proceed shall be given by Staff following proper MPCA pre-demolition notification and verification of project details.

The bids must be submitted upon the bid form furnished with the plans and specifications, and enclosed in an envelope bearing the name of the project and "Demolition Bid Enclosed." Bids must be accompanied by a cashier's check or bid bond, payable to the HRA, in the amount of five (5%) percent of the total bid, as a guarantee that the Bidder will enter into a contract with the HRA for the work described. Bid guarantees of the two lowest Bidders will be retained until contracts have been awarded and signed, but not longer than 20 days. No Bidder may withdraw their bid for 20 days after the date set for the opening thereof. The HRA reserves the right to reject any or all bids, and to waive informalities.

SECTION 2

INSTRUCTIONS TO BIDDERS

2-1 GENERAL

- A. These instructions pertain to the property at 1806 Second Ave., Anoka, Minnesota; the property is currently vacant.
- B. The Owner of this project is the City of Anoka HRA, hereinafter referred to as Owner. The contact for the Owner is Darin Berger.
- C. The work in this project consists of furnishing all materials, supplies, tools, equipment, labor and incidentals to perform building demolition and appropriate disposal and/or salvage (as specified in this manual) of the building materials, and soil loading, transportation, and backfill, as specified in this project manual. **This does not include the removal of hazardous materials, which will be done prior to demolition.**
- D. The Standard General Conditions as prepared by the Engineers Joint Contract Documents Committee (EJCDC No. C-700, 2002 Edition) shall govern, except as modified by the Supplemental General Conditions and the Special Provisions provided herein.

2-2 DEFINED TERMS

- A. Terms used in these Instructions To Bidders, which are defined in the Standard General Conditions of the construction contract, have the meanings assigned to them in the General Conditions.
- B. The term “Owner” means the City of Anoka HRA.
- C. The term “Bidder” means one who submits a bid directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder.
- D. The term “Successful Bidder” means the qualified, responsible and responsive Bidder to whom Owner, on the basis of Owner’s evaluation as hereinafter provided, makes an award.
- E. The term “Bidding Documents” includes this manual, the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed contract documents, including all Addenda issued prior to receipt of bids.

- F. The term “Contractor” means the Successful Bidder after the contract is awarded and in place.

2-3 QUALIFICATIONS OF BIDDERS

- A. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within five days of Owner’s request, written evidence such as financial data; previous experience, present commitments, and other such data as may be called for below. Each bid must contain evidence of Bidder’s qualification to do business in the State of Minnesota or a covenant to obtain such qualification prior to award of the contract.

2-4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a bid to (a) examine the contract documents thoroughly, (b) contact Darin Berger at HRA to arrange a pre-bid meeting, if necessary, (c) consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishings of the work, (d) study and carefully correlate Bidder’s observations with the contract documents, and (e) notify Engineer of all conflicts, errors, or discrepancies in the contract documents.
- B. The lands upon which the work is to be performed (including right of ways, and easements for access thereto) are identified by address in the contract documents. All additional lands and access thereto which may be required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor.

2-5 INSPECTION OR PRE-BID MEETING

- A. All Bidders may request an inspection of the property or a pre-bid meeting that will be scheduled with Darin Berger of the HRA (763-576-2724). If necessary, staff will be available by appointment to allow access to the property, summarize details and answer questions regarding the report.

2-6 INTERPRETATIONS AND ADDENDA

- A. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by addenda, mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents.

- B. Questions received less than three (3) days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner.

2-7 BID SECURITY

- A. All bids must be received by Owner representative, Darin Berger, by **1:00 p.m. on Monday, March 14th, 2016**. Bids shall be in an envelope with the following information:

Demolition Bid Enclosed
Attn: Darin Berger
Anoka City Hall
2015 First Avenue North
Anoka, MN 55303

2-8 CONTRACT TIME

- A. Bids will be reviewed on the afternoon of **March 14th, 2016**, and decided after the HRA Board meeting on **March 14th, 2016**. Notification will be sent to all bidders no later than **March 21st, 2016**.
- B. A "Notice of Contract Award" will be issued by the Owner following the contract award. The work will commence following receipt of Notice of Contract Award and Notification to Proceed.
- C. All work, with the exception of final disconnect of the utilities, shall be completed by **April 30th, 2016**. If the Contractor fails to complete all work, with the exception of the final disconnect of the utilities, on or before **April 30th, 2016**, the sum of the Five Hundred Dollars (\$500.00) per calendar day shall be deducted from the contract price, not as a penalty, but as liquidated damages.

2-9 BID FORM

- A. Bid form must be completed in ink or by typewriter, and any lump sum contract price must be stated in words and figures. In case of conflict, words take precedence.

- B. Bids by corporations must be executed in the corporate name by the president or vice president, or other corporate office accompanied by evidence of authority to sign, and the corporate seal must be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- C. Bids by partnerships must be executed in the partnership name, and signed by a partner whose title and official address of partnership must appear below the signature.
- D. All names must be typed or printed below the signatures.
- E. The bid shall contain an acknowledgement of receipt of all addenda, whose numbers shall be filled in on the bid form.
- F. The address and telephone number for communications regarding bid must be shown.

2-10 LUMP SUM BID

- A. Each Bidder shall submit a lump sum bid for the project.
- B. Each bid shall cover complete work, including costs incidental thereto. Bid shall include all costs of permits, fees, and similar expenses.

2-11 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that the bid must be executed) and delivered to the place where bids are to be submitted, at any time prior to the opening of bids.
- B. If, within 24 hours after bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the contract documents.

2-12 AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and all bids, to waive any and all informalities not involving price, time, or changes in the work, to negotiate contract terms with the Successful Bidder, and to disregard all non-conforming, non-responsive, unbalanced, or conditional bids.
- B. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make and award to that Bidder, whether because the bid is not responsive, or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.
- C. In evaluating bids, the Owner will consider whether or not the bids comply with the prescribed requirements and unit prices and other data, as may be requested in the bid form or prior to the "Notice of Award".
- D. The Owner may conduct such investigation as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability to the bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the work in accordance with the contract documents to the Owner's satisfaction within the prescribed terms.
- E. If the contract is to be awarded, Owner will award the contract to the Successful Bidder who has indicated to the Owner, through the Owner's evaluation, that the award will be in the best interest of the project.
- F. If the contract is to be awarded, Owner will give the Successful Bidder a "Notice of Contract Award" within 5 business days after the approval by the HRA Board approves of the successful bidder and authorizes award of the project.
- G. If the contract is to be awarded, the Successful Bidder will be required to enter into a written agreement with Owner identifying, among other things, the work to be performed and the contract price (hereinafter "Agreement").

2-13 IRREGULAR BIDS

- A. Bids will be considered irregular and may be rejected for any of the following reasons:

1. If the Bid is on a form other than that furnished by the Owner, or if the form is altered, or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind, that may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the Bidder adds any unauthorized provisions reserving the right to accept or reject an Award, or to enter into a Contract pursuant to an Award.
4. If the Bid does not contain Unit Prices for each Pay Item listed, except in the case of authorized Alternate Pay Items.
5. If any unit prices are obviously unbalanced, either in excess of, or below the reasonable cost analysis values.
6. If the Bid is not accompanied by the proper amount of Bid security, as stated in the Advertisement for Bid.

2-14 CONTRACT SECURITY

- A. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment bonds.

2-15 BONDS

1. Performance Payment Bonds:

The Contractor shall furnish to the Owner, bonds in the amount of one hundred percent (100%) of the contract price, said bonds to be issued by a responsible surety approved by the Owner, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor, and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor.

2-16 CONTRACTOR LIABILITY INSURANCE

The insurance required shall include the Owner, its employees and agents as additional insured. The Contractor shall provide Certificates of all insurance coverage prior to commencement of

work. Limits of Liability for Insurance shall provide coverage of not less than following amounts, or greater where required by Law and Regulations:

- A. Comprehensive General Liability:
 - 1. General Aggregate
\$1,000,000
 - 2. Products & Completed Operations Aggregate
\$1,000,000
 - 3. Personal & Advertising Injury
\$500,000
 - 4. Each Occurrence
\$500,000
 - 5. Include Broad Form Property Damage

- B. Automobile Liability and Property Damage:
 - 1. Combined Single Limit
\$500,000
OR
 - 2. Bodily Injury per Person
\$500,000
 - 3. Bodily Injury per Occurrence
\$500,000
 - 4. Property Damage
\$250,000

- C. Umbrella Policy:
 - 1. A \$1,000,000 Umbrella Policy shall be provided.

The Contractor shall provide the insurance required by law, and affect any other insurance which they desire to protect the interest of themselves and their Subcontractors in the work.

2-17 SUBCONTRACTORS

- A. The Contractor shall submit the names of all subcontractors prior to signing of the Agreement.

2-18 SCHEDULE OF WORK

- A. The Contractor and Owner will mutually establish a timeline for this project. The Contractor shall provide at least a 24-hour notice prior to commencement of the project. Contractor will be responsible for 10-day notification to the Minnesota Pollution Control Agency.

2-19 SIGNING OF AGREEMENT

- A. When the Owner gives a “Notice of Contract Award” to the Successful Bidder, it will be accompanied by the required number of unsigned copies of the Agreement.
- B. Within 5 working days thereafter, the Contractor shall sign and deliver the required number of Agreement copies to the Owner with the required bonds and insurance certificates.

2-20 PAYMENT

- A. Upon final acceptance of the completed project, the Contractor will submit an invoice to the owner representative, Darin Berger. Payment will be made following HRA approval.

SECTION 3

BID FORM
DEMOLITION, DISPOSAL, SOIL LOADING,
TRANSPORTATION,
AND BACKFILL
1806 SECOND AVE., ANOKA, MINNESOTA

<u>NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
A.	SALVAGE / DECONSTRUCTION	_____
B.	DEMOLITION AND DISPOSAL OF BUILDING MATERIALS, FOUNDATIONS, ETC. (fill in only one line)	_____
C.	SOIL LOADING AND TRANSPORTATION	_____
D.	BACKFILL / GRADING / COMPACTION	_____
E.	MOBILIZATION / DEMOBILIZATION	_____
	<i>GRAND TOTAL BASED ON ESTIMATED QUANTITIES</i>	_____

Company Name: _____

By (signature): _____

Business Address: _____

Printed Name: _____

Title: _____

Date: _____

MN Certification #: _____

Phone: _____

Fax: _____

Email: _____

LUMP SUM BID FORM

DEMOLITION, DISPOSAL, SOIL LOADING,
TRANSPORTATION AND BACKFILLING

<u>NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
A.	Bid for 1806 Second Ave.	_____

Grand Total Lump Sum Bid:

Company Name: _____

By (signature): _____

Business Address: _____

Printed Name: _____

Title: _____

MN Certification #: _____

Date: _____

Phone: _____

Email: _____

Fax: _____

SECTION 4

GENERAL REQUIREMENTS

4-1 CODES, REGULATIONS AND PERMITS

- A. Contractor is responsible for complying with all laws, ordinances, and regulations and obtaining and paying for all permits and licenses as required to complete the work.
- B. City ordinances require a building permit for demolition in the amount of \$105.00, including an additional \$500.00 escrow returnable upon successful project completion.

4-2 DEMOLITION AND MISCELLANEOUS MATERIAL DISPOSAL

- A. All site material including, but no limited to, building materials, footings, foundations, garbage, signs, concrete slabs and other miscellaneous materials will be disposed of in accordance with local, state, and federal requirements.
- A. Prior to demolition, Owner shall complete removal of regulated materials, including asbestos, PCBs, mercury, peeling lead-based paint, and refrigerants, must be removed or recycled, as required in the MPCA Notification of Intent to Perform a Demolition form. This will be completed through a separate contract between the Owner and another contractor.
- B. Disposal facilities are subject to approval by the MPCA. Documentation shall be submitted by the Contractor on the MPCA Notification of intent to perform a demolition with a copy also provided to the Owner. **The City has completed a pre-demolition hazardous material survey. Necessary abatement of asbestos-containing and regulated materials will be removed as part of a separate contract prior to salvage/demolition.**
- D. Sewer and water utilities for 1806 2nd Avenue shall be disconnected at the main per the requirements and approval of the Public Works Water and Sewer Supervisor, Pete Klingenberg at 763-576-2923.
- E. All site sidewalks, boulevard trees, curb cuts, driveways to the sidewalk, and streetlights shall be preserved and the driveway shall be removed.
- G. The contractor shall remove all trees and/or items marked with orange spray paint, IF ANY.

4-3 LOADING, TRANSPORTATION, AND PLACEMENT OF FILL

- A. The Contractor shall be responsible for providing the necessary volume of fill and all necessary labor and equipment to load, transport, and place fill to replace footings and slab foundations. Reasonable compaction of the fill shall be completed to avoid settling, and fill shall be placed to bring surface to existing grade.
- B. The Contractor shall be responsible for providing all necessary labor and equipment to load, transport, and place fill to replace the basement area of the house. Reasonable compaction of the fill shall be completed to avoid settling, and fill shall be placed to bring surface to existing grade..

4-4 EROSION CONTROL AND TURF ESTABLISHMENT

- A. The Contractor shall utilize erosion control methods to prevent runoff to the sidewalks and street during the demolition activities. The Engineer may require that specific erosion control methods be required at their discretion. All disturbed areas will be seeded with a perennial rye/bluegrass mix and mulched with straw or other acceptable method.

4-5 PROTECTION OF UTILITIES

- A. The Contractor shall be responsible for locating any public and private utilities that may be affected by the demolition activities. The Contractor shall notify all public and private utilities of their work schedule, and use suitable precautions to prevent damage to pipes, conduits, and other underground or overhead structures.
- B. The Contractor shall give notice to the owners of all known utilities at least 48 hours before starting any operations affecting those utilities.
- C. In some instances, it may be impossible to devise construction procedures that will allow construction to proceed over, around, or under the utilities. If this should occur, the utility companies shall be notified by the Contractor and required to do whatever is necessary to save the utility facilities from harm. The City shall approve changes necessary to protect utilities.

4-6 MAINTENANCE OF TRAFFIC

- A. Fire hydrants, on or adjacent to the work, shall be kept accessible to firefighting equipment at all times.

- B. All construction traffic shall be confined to the limits of construction. Any damage to property outside easement lines shall be promptly restored or compensated for to the satisfaction of the Engineer.
- C. Sufficient signs, lights, barricades and safety precautions shall be installed and maintained at all times.

4-7 ITEMS INCIDENTAL TO THE CONTRACT

- A. Items not listed separately in the Project Manual shall be included in the demolition and removals as part of the Contractor's responsibility, at no additional cost to the Owner.
- B. Incidental items include, but are not limited to the following:
 - 1. Clean up of project area
 - 2. Dust control
 - 3. Per Diem and other similar expenses
- C. The HRA at its sole discretion reserves the right to remove any and all fixtures or other material prior to the demolition

4-8 PUBLIC HEALTH AND SAFETY MEASURES

- A. Demolition debris, open excavations, or other hazards will not be permitted overnight, unless protected by signs, lights, barricades, or other safety devices. Four-foot high snow fence shall be placed around any major demolition debris areas left unattended. Barricades, signs, fencing, and other traffic control measures shall be provided and maintained by the Contractor.

AGENDA ITEM VII. B.

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: March 14th, 2016
Re: South Ferry Street Corridor Vision Presentation

The City Council was presented with the South Ferry Corridor Vision at its February 16th, 2016 worksession. Staff was in attendance to monitor how this may affect the HRA owned properties at 1900 South Ferry Street and the properties we own at the corner of Benton and Ferry Streets. Staff will give an abbreviated version of this presentation at our Board Meeting.

Background Information:

South Ferry Street Study and Plan

In 2011 and 2012, the City conducted a study of the South Ferry Street Corridor. Completed in July of 2012, the study identified a number of goals and associated projects within the corridor. Overall goals for the corridor included:

- Improving the first impression of Anoka
- Increasing pedestrian usage
- Increasing use of the area as a recreational corridor with trails and access to the rivers
- Increasing recognition and use of Peninsula Point Park
- Increasing recognition as a historic resource corridor

Since that time, the City has completed the following tasks related to the corridor plan:

- Created a new overlay zoning district and standards for the corridor
- Added parking to Peninsula Point Park
- Acquired and demolished Carpenter's Hall; improved site for area for area parking
- Acquired, upgraded and leased the historic Woodbury House, now used as the Mad Hatter Tea Room and Restaurant

In the last couple of months, based on Council direction and consistent with the South Ferry Street Plan, staff has been working with Riverplace Counseling Center on a plan to relocate that facility.

Attached is the 2013 South Ferry Street Plan, which gives an overview of the Corridor as a whole, 2015 Trail Plan and the 2016 River Walk Concept Plan. More details will be given during the presentation.

Action Requested: No action necessary, informational only.

2013 South Ferry Street Plan



TRANSITION from Ferry Street STUDY to Ferry Street PLAN

Walker Redevelopment

- Chamber office location
- Historic Kiosk
- Giddings Gardens
- Walker complex expansion
- Right-in / right-out access only
- River access and trails

Open Space / Amphitheater

- River edge trail
- Views to the river, bridge and downtown
- Historic and interpretive signage
- Stabilize amphitheater

Benton Street Redevelopment

- New higher density housing

Woodbury House Redevelopment

- Public or commercial development

Carpenter's Union Hall

- Service/park-oriented retail

Ferry Street Design

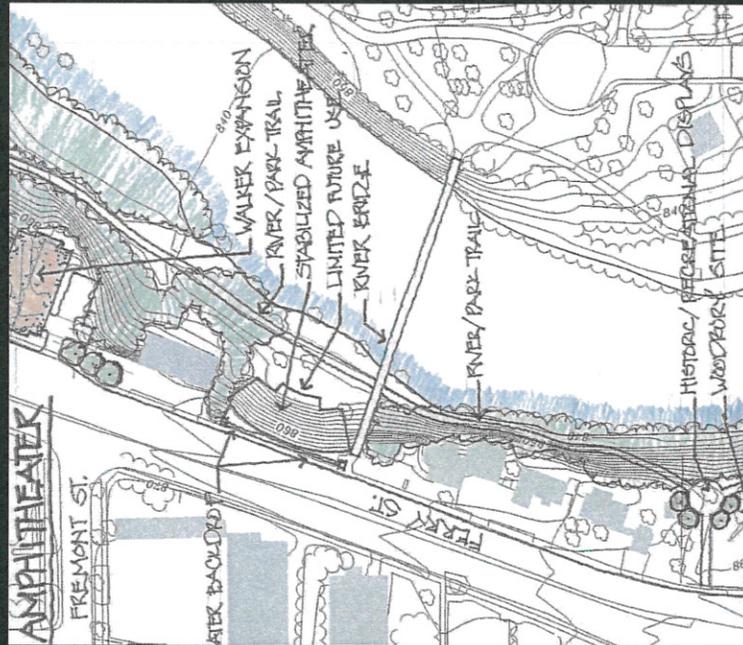
- Streetscape improvements
- Lights with banners
- Additional planting
- Pedestrian corridor improvements

Shiloh House Redevelopment

- Relocate Shiloh House
- Restaurant/outdoor dining/retail
- Riverboat docking
- Water access
- Transient boat docking
- Storm water pond enhancements

Rum River Pedestrian Bridge

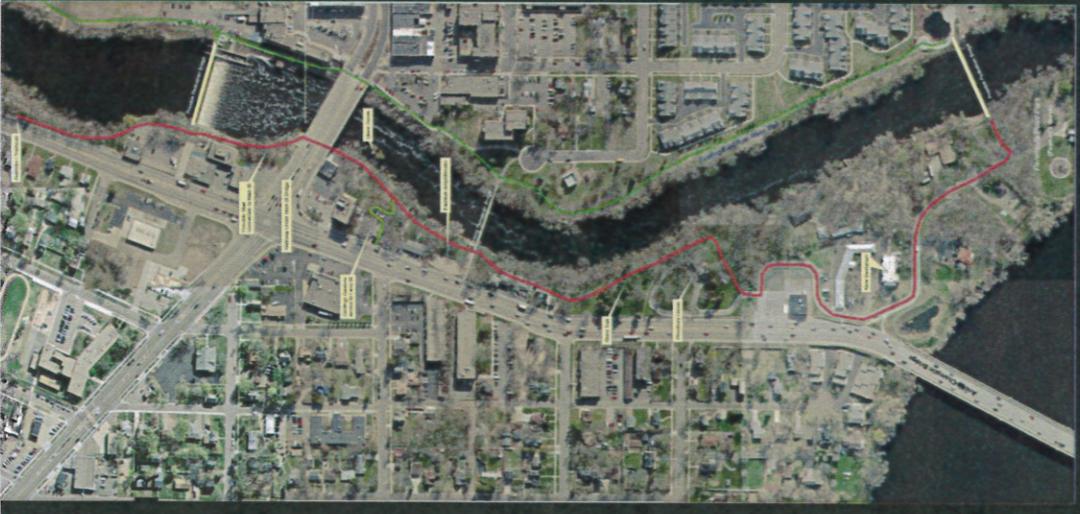
- Link between Penn Point Park and boat landing



2016 River Walk Concept Plan



2015 Trail Plan



AGENDA ITEM VII. C.

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: March 14th, 2016
Re: Potential Acquisition of 2221 Ferry Street

At the HRA's February Board Meeting, Staff was directed to research the potential acquisition of a property at 2221 Ferry Street under our Scattered Site Replacement Program. This program was established in 2007 to reduce the negative impact of substandard and/or vacant housing to improve residential neighborhoods, to improve the City's housing stock and to increase the City's tax base.

In keeping with that mission, Staff has been monitoring houses that have remained on the market for long periods of time. One of these properties was 2221 Ferry Street. At the suggestion of Commissioner Manzoline, Staff took another look at this property with the assistance of Nathan Gunn of Foundational Realty.

An inspection was completed on February 11th, 2016, which resulted in the determination that the property was indeed substandard. The property was registered with the City under our Vacant Property Registration Ordinance on April 18th, 2014 and has been vacant ever since.

Nathan Gunn conducted further due diligence to determine what the current status of the property was. He found there is currently an offer already in place that would supersede our offer. This offer is contingent on bank approving the short sale, which means both mortgage companies would have to sign off on it. It is likely the bank would counter offer the initial offer, which could be significantly more than the asking price of \$85,000.

The HRA also has the option to submit a backup offer, which could take months or up to a year to finalize the purchase, contingent on the existing offer being denied.

Due to the fact that it's a short sale, there are multiple mortgages held and a bankruptcy involved, our recommendation would be to continue monitoring this property and determine if we would like to pursue this at a later date.

Action Requested: Provide Staff direction whether or not to make an offer at this time based on motion, second and vote.

Edina Realty[®]

a Berkshire Hathaway affiliate

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Minnesota, Wisconsin, North Dakota and South Dakota

My Rating



Email Customer Care or Call (952) 928-5563
customer-care-team@edinarealty.com
(952) 928-5563

My Notes

Price:

\$85,000

**2221 N Ferry Street
Anoka, MN 55303**

County: Anoka

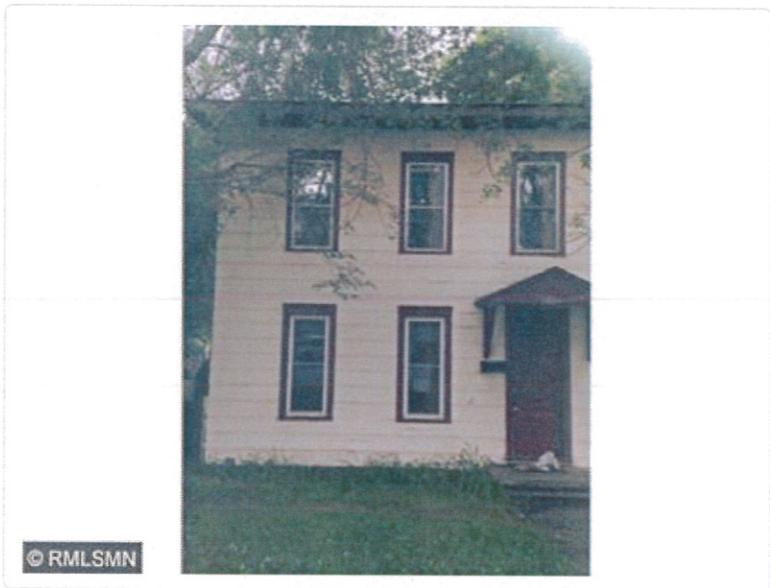
Beds: 3

Baths: 2 Full

Sq ft: 1,968 (approx)

MLS#: 4527817

Status: Active Contingent - Third Party Approval



Find Down Payment Help

Description for 2221 N Ferry Street Anoka, MN 55303

Cash only!! Subject to bank approval. Great investment. Sold 'As is'.



© RMLSMN



© RMLSMN



© RMLSMN



© RMLSMN

Listing Information for 2221 N Ferry Street Anoka, MN 55303

Last Update: 3/11/2016 11:57 AM

Property Type: Single Family, 2 Story

Status: Active Contingent - Third Party Approval

Bedrooms: 3

Bathrooms: 2 Full

Lot Size: 0.23 Acres

Square Feet: 1,968 (approx)

Year Built: 1893

Foundation: 763 Sq. Ft.

Stories: 2

Finished Area: 1,968 Sq. Ft. (approx)

Water: City Water - Connected

Sewer: City Sewer - Connected

School Information for 2221 N Ferry Street Anoka, MN 55303

District: Anoka-Hennepin - 11

Room Information for 2221 N Ferry Street Anoka, MN 55303

Main Floor

Bedroom: 11x9

Bedroom: 12x9

Kitchen: 15x8

Living Room: 17x9

Office: 10x6.5

Walk-In Pantry: 10x9

Hobby Room: 10x9

Upper Floor

Bedroom: 11x9

Bathrooms

Full Baths: 2

Additional Room Information

Dining: Eat In Kitchen

Bath Description: Main Floor Full Bath, Full Basement

Interior Features for 2221 N Ferry Street Anoka, MN 55303

Square Footage Above / Below (approx): 1,352 Sq. Ft. Above Ground, 616 Sq. Ft. Below Ground

Appliances: Range, Cooktop, Refrigerator

Cooling: None

Heating: Gas Heat, Forced Air

Basement: Full

Guest Facilities: Existing In-Law w/Kitchen

Exterior / Lot Features for 2221 N Ferry Street Anoka, MN 55303

General: Deck, Lot with Trees

Exterior: Shakes

Roof: Asphalt

Lot Dimensions: 49x198

Water Front Type:

Zoning: Residential-Single

Additional Exterior/Lot Features: Tree Coverage - Light

Financial Considerations for 2221 N Ferry Street Anoka, MN 55303

Assessments: \$24

Potential Short Sale

Tax/Property ID: 013125410047

Tax Amount: \$1,313

Tax Year: 2014

General: Homestead

Terms: Cash

Price Changes for 2221 N Ferry Street Anoka, MN 55303

(updated every 24 hours)

Original Price: \$85,900

Current Price: \$85,000

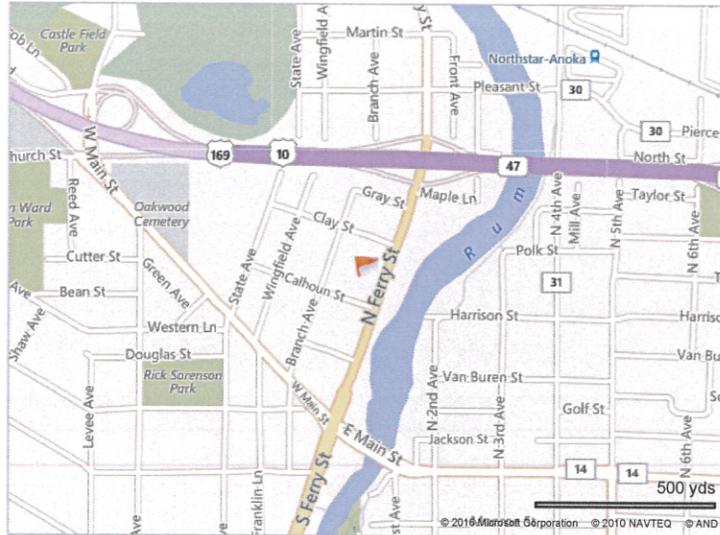
Price Change: -\$900 ↓

Date	Price	Change
10/24/2015 9:29 AM	\$85,000	\$40,000
10/21/2014 12:50 PM	\$45,000	-\$65,000



10/5/2014 3:07 PM	\$110,000	-\$29,900	↓
9/15/2014 1:28 PM	\$139,900	\$54,000	↑
9/15/2014 12:59 PM	\$85,900		

Driving Directions



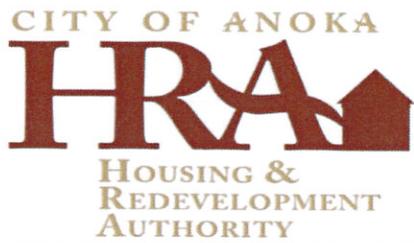
Agent-Entered Driving Directions: Hwy 10 to Ferry St.

 Courtesy: Realty Group, Inc.

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Information is deemed reliable but is not guaranteed.

AGENDA ITEM VII. D.



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

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: March 14th, 2016
Re: City Council Goals 2016-2017

City Manager Lee has requested all Staff liaisons to City Boards and Commissions share the goals of the City Council as adopted March 7th, 2016. Staff has included those in your packet for your reference.

Action Requested: No action necessary, informational only.

2016-2017 CITY GOALS

RE/DEVELOPMENT:

- South Ferry Street Corridor
- Construction of co-op living at 2nd & Harrison St
- Preserve state hospital cottages for veterans
- Clean up and develop area west of 4th Ave in Anoka Station Park
- New Parking lot at 2nd Ave & Jackson St
- Market City-owned parcels – Rudy Johnson Park, King Park, etc.

FINANCE/ORGANIZATION:

- Zero levy increases through increased revenues or reduced spending
- Woodbury house property – no more City expenditures (not one more dime!)

PARKS/TRAILS/RIVERS:

- Riverboat – re-examine possibilities
- Create focus group for water recreational events
- Amphitheater study/solution
- Trail west side of Rum River

TRANSPORTATION:

- Consider bonding to hasten streets and infrastructure updating
- Close Washington Street

OTHER:

- Successful code enforcement program
- Data analysis of Crime Free Rental
- Identify incentive opportunities for smaller, older housing stock
- Homeless shelter beds; account for & demonstrate Anoka's contribution
- Enhance communications by utilizing latest tools/resources to relate to all generations
- Continue study of liquor store needs.

LEGISLATIVE GOALS

- Trunk Highway 10 Plan
- Truck Highway 47 – Railroad grade separation
- Cottages at the State Hospital
- Tax Increment Financing: Extend Greens of Anoka TIF District

AGENDA ITEM VIII. A.

Memo

To: HRA Board Members
From: Darin Berger, Housing Manager
Date: March 14th, 2016
Re: Board Appreciation Dinner

Our Annual Boards & Commissions Appreciation Dinner will be held on Thursday, April 14th at Green Haven. The dinner is set to begin around 5:00/5:30pm. Official invitations will be sent later this month, but I wanted to be sure everyone marked their calendars for this fun event!

Action Requested: No action necessary, informational only.