

City of Ramsey
Agenda
Housing and Redevelopment Authority (HRA)
Regular Session
Tuesday April 24, 2012
Immediately following CC
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Citizen Input**
3. **Approve Agenda**
4. **Approve Minutes**
5. **HRA Business**
 1. Consider Approval of Agreement related to the Relocation of Sunwood Drive - City of Ramsey - The Housing and Redevelopment Authority and the City of Ramsey
 2. Consider Proposal to Complete Platting necessary in The COR
 3. Adopt Resolution #HRA 12-04-XXX Authorizing Execution of a Pledge Agreement
 4. Consider Granting Access and Utility Easement Over Outlot A, COR ONE
 5. Consider Letter of Engagement for Legal Services
 6. Consider Temporary Walkway Options - Sunwood Drive
6. **Executive Director's Report**
7. **Commissioner Input**
8. **Adjournment**

HRA Regular Session

5. 1.

Meeting Date: 04/24/2012**By:** Darren Lazan, Housing &
Redevelopment Authority**Title:**

Consider Approval of Agreement related to the Relocation of Sunwood Drive - City of Ramsey - The Housing and Redevelopment Authority and the City of Ramsey

Background:

As previously discussed on several occasions, the HRA, EDA, and City of Ramsey have very separate and distinct powers and responsibilities as outlined in both the city charter and in state law. Accordingly, they operate as separate entities and we maintain some separation in operations to support that distinction. The realignment of Sunwood Drive is a City project, and the effort is being managed by the city with cooperation from the HRA.

The Sunwood Drive plans currently contemplate three areas where the HRA property is affected:

- The city will require new right-of-way that will eventually be platted as part of COR TWO. Until the plat is recorded, the HRA will need to dedicate easements over the proposed roadway alignments.
- The construction of Sunwood Drive will require adequate staging area to complete. The best and most effective staging area is on HRA land adjacent to the project. The HRA will need to provide a temporary construction easement over this area.
- The construction of Sunwood Drive as well as Armstrong Boulevard, will require considerable fill. While we are short material overall, the HRA does have readily available material to use for this project. While we explore other options, we would like the option of using this material if necessary, and to do so the HRA will need to provide a license agreement to access and use material from HRA property to complete the city project.

The initial draft of the agreement between the City of Ramsey and the HRA has been attached to this case. The proposed agreement provides the City, in its role leading the reconstruction of Sunwood Drive, the right to:

- Construct the roadway on easements that will be platted as right-of-way in the future
- Use HRA land to stage construction of Sunwood Drive
- Use borrow material from HRA property for fill on both the Armstrong and Sunwood Segments of the project.

If the terms of this agreement are acceptable, the Development Team will prepare the necessary exhibits and make final revisions as necessary to record the agreement.

Also, for your consideration, the Sunwood relocation project will disturb all four sides of the parcel of land known as the Sunwood Retail area. Like the adjacent roadways, imported material will be necessary to bring this parcel up to grade. The development team will be bringing a future case forward on this area, but would like the HRA to consider adding the placement of this material to the attached agreement as consideration for the easements and materials for the City project. While funding for the project is actually co-mingled, it would be cleaner to not only grade the sties simultaneously, but to solidify this agreement with fair-market consideration for the provisions made by the HRA.

Notification:**Observations:**

Tom Bray has prepared a resolution outlining the items above.

Recommendation:

The development team recommends the HRA, by motion, enter into an agreement to accommodate the City as outlined above.

Funding Source:

N/A

Council Action:

Motion to Approve Entering into an Agreement with the City of Ramsey for the Construction of Sunwood Drive.

Attachments

Agreement for Relocation of Sunwood Drive

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	04/19/2012 04:29 PM
Form Started By: Darren Lazan		Started On: 04/19/2012 10:58 AM
	Final Approval Date: 04/19/2012	

AGREEMENT RELATED TO THE RELOCATION OF SUNWOOD DRIVE

The parties to this Agreement Related to the Relocation of Sunwood Drive (this "Agreement") are THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a body politic and corporate under the laws of the state of Minnesota ("HRA") and the CITY OF RAMSEY, a municipal corporation and political subdivision of the State of Minnesota (the "City"). This Agreement is dated, for reference purposes, as of _____, 2012

RECITALS:

A. HRA is the fee owner of the real property legally described as Outlot F, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota (the "HRA Property");

B. The HRA Property is adjacent to Sunwood Drive, a dedicated public right of way;

C. The City desires to relocate a portion of Sunwood Drive onto a portion of the HRA Property, and the HRA is willing to grant the City the right to use portions of the HRA Property for the relocated right-of- way and to otherwise facilitate the relocation of the portion of Sunwood Drive;

C. HRA and the City anticipate that HRA will re-plat the HRA Property in the near future and in connection therewith will dedicate a new right-of-way necessary for the relocated Sunwood Drive; and

D. HRA has agreed to grant the City a right-of-way easement over and across the proposed location of the realigned Sunwood Drive and a related temporary construction easement for the construction, maintenance and repair of the realigned Sunwood Drive, subject to the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals, the various rights and obligations of the parties under this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HRA and the City covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of Right-of-Way Easement. HRA grants to the City an easement for public right of way purposes (the "Right-of-Way Easement") over and across the portion of the HRA Property depicted on the attached Exhibit A-1 and legally described on the attached Exhibit A-2 (the "Right-of-Way Easement Area"). The Right-of-Way Easement will automatically terminate at such time as the HRA or one or more of its successors in title dedicate the Right-of-Way Easement Area to the public in a recorded plat.

3. Grant of a Temporary Construction Easement. HRA grants to the City a temporary, non-exclusive easement over and across a portion of the HRA Property that is depicted on the attached Exhibit B-1 and legally described on the attached Exhibit B-2 and (the “Construction Easement Area”) to permit the City to use the Construction Easement Area for the staging materials and equipment to be used in the construction of the realigned Sunwood Drive and for any other purposes related to such construction (the “Temporary Construction Easement”). The Temporary Construction Easement shall automatically terminate and be of no further force and effect as of _____, 20__, without any further action by the parties hereto.

4. Removal of Soil. The HRA grants the City the right to remove up to ___ cubic yards of soil from the portion of the HRA Property legally described on the attached Exhibit C for use in connection with the construction of the realigned Sunwood Drive and the grading of the adjacent, unimproved right of way; provided that the City’s right to remove such soils terminates on _____, 20__.

5. Grading. The City agrees to grade the portion of the HRA Property legally described on the attached Exhibit D-1 in conformance with the grading plans described on the attached Exhibit D-2 (the “Grading Plans”) and to complete such grading on or before _____, 20__.

6. Compliance with Laws and Indemnification. The City agrees that it will exercise its rights and perform its obligations under Sections 4 and 5 in a manner that complies with all applicable federal, state and local statutes, laws, ordinances, rules and regulations and with the erosion control and restoration requirements, if any, set forth in the Grading Plans. The City agrees to indemnify and defend the HRA against and to hold the HRA harmless from any and all third party claims arising out of or in any way relating to the City’s exercise of its rights and performance of its obligations under this Agreement.

7. Miscellaneous.

7.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

7.2 Remedies and Enforcement. In the event of a breach of any term of this Agreement, the non-breaching party shall have the right to exercise any and all remedies afforded under law and at equity.

7.3 Amendment. This Agreement may be modified or amended, in whole or in part, only by the written consent of the parties hereto, evidenced by a document that has been fully executed and acknowledged by the duly authorized representatives of each party hereto.

7.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

7.5 Severability. If any covenant, condition, provision, or term of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all

other covenants, conditions, provisions, terms of this Agreement, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

7.6 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are merged into and superseded by this Agreement.

7.7 Governing Law. The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7.8 Authority. The parties and each individual signing this Agreement on behalf of the parties, represent and warrant that they are duly authorized to sign on behalf of and to bind such party and that this Agreement is a duly authorized, binding and enforceable obligation of such party.

7.9 Counterpart. Each party may execute a separate copy of this Agreement, This Agreement will be enforceable when each party has executed and acknowledged a copy of this Agreement and each party has delivered an original or copy of the Agreement that the party has signed to the other party.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA,
a public body under the laws of Minnesota.

By: _____
Its Chairperson

By: _____
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the Chairperson, and _____ the Executive Director of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body under the laws of Minnesota, on behalf of said public body.

Notary Public

[Signature page 1 of 2 to Agreement Related to Sunwood Drive]

CITY OF RAMSEY,
a municipal corporation organized and existing
under the laws of the State of Minnesota

By: _____
Its: Mayor

By: _____
Its: City Administrator

[AFFIX CITY SEAL]

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this __ day of ____, 2012, by ____
_____, the Mayor, and _____, the City Administrator, of the City of
Ramsey, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public

Drafted By:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
612-977-8400 (TLB)

[Signature page 2 of 2 to Agreement Related to Sunwood Drive]

EXHIBIT A-1

DEPICTION OF THE RIGHT-OF-WAY EASEMENT AREA

EXHIBIT A-2

LEGAL DESCRIPTION OF THE RIGHT-OF-WAY EASEMENT AREA

EXHIBIT B-1

DEPICTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBIT B-2

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBIT C

LEGAL DESCRIPTION OF THE PERMITTED SOIL REMOVAL AREA

EXHIBIT D-1

LEGAL DESCRIPTION OF THE REQUIRED GRADING AREA

EXHIBIT D-2
GRADING PLANS

HRA Regular Session

5. 2.

Meeting Date: 04/24/2012

By: Darren Lazan, Housing &
Redevelopment Authority

Title:

Consider Proposal to Complete Platting necessary in The COR

Background:

As part of the initial effort in resolving some issues related to survey control in in The COR, the development team developed a strategy for the orderly platting of land in the project. The HRA property today is comprised almost entirely of outlets, and as such will be required to be platted to be developed. In some instances, Outlots can be conveyed to a buyer and the responsibility to replat can be passed to that buyer. However, in some instances, the HRA needs to take on the responsibility of platting an outlet to create the parcel being conveyed. If there is public right-of-way that needs to be dedicated or revised that generally necessitates a plat.

The general approach to this process was to establish an overall strategy for platting, but only complete individual plats when a project necessitates a plat, as was the case for COR ONE, when we created the parcel conveyed to F&C.

We now have activity necessitating platting in every contemplated plat in the project:

COR ONE - Resolve Municipal Center /ramp properties and create lot for F&C

COR TWO - Revise Sunwood right-of-way for realignment and resolve vacation of old rights-of-way

COR THREE - Clean-up park parcels, dedicate North Commons, create buildable home sites for proposed sale.

COR FOUR - Create parcel for sale to proposed buyer, create Outlot for access to parcel.

COR FIVE - Resolve change in proposed roadways, create correct new right-of-way for Center Street, define Municipal plaza parcel.

We are proposing to resolve park and right-of-way issues for each plat, and replat remaining land as outlets for future additions as buyers are identified. Buildable lots will only be created for projects currently under consideration.

Notification:

Observations:

Attached to this case is a proposal for land surveying services to complete the plats necessary. The proposal has individual pricing for each plat, and a proposed discount on those fees if the plats are completed concurrently as there is considerable efficiency in running them together.

The costs outlined in the attached proposal includes only the efforts of the registered land surveyor and field crews necessary. The effort to prepare concept designs, establish alignments and proposed parcels, coordinate city approvals, attend meetings, and facilitate the process is included in the Administration effort under the DM contract.

Recommendation:

The development team recommends the HRA approve the completion of the four plats noted above (COR TWO - COR FIVE).

Funding Source:

HRA 2012 Budget - Professional Services and Future/Current Land Sales would fund these services.

Council Action:

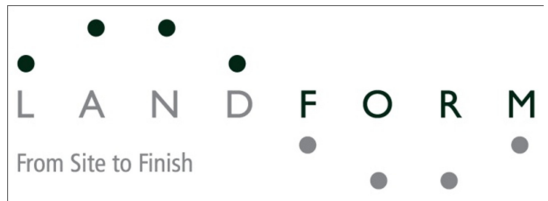
Approve the Proposal from Landform Professional Services and direct the development team to prepare preliminary and final plats necessary to obtain approvals and record.

Attachments

Platting Proposal

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	04/19/2012 02:39 PM
Form Started By: Darren Lazan		Started On: 04/19/2012 09:18 AM
	Final Approval Date: 04/19/2012	



105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

WORK ORDER

DATE	April 19, 2012	CONTRACT NO.	RAM12020 – RAM12023
<u>CLIENT INFORMATION</u>		<u>BILLING INFORMATION</u> (IF DIFFERENT FROM CLIENT)	
COMPANY NAME	City of Ramsey	COMPANY NAME	
CLIENT CONTACT	Kurt Alrich	CONTACT	
ADDRESS	7550 Sunwood Drive	ADDRESS	
CITY, STATE, ZIP	Ramsey, MN 55303	CITY, STATE, ZIP	
PHONE/FAX	763-433-9817	PHONE/FAX	

<u>PROJECT INFORMATION</u>			
PROJECT NAME	COR Platting	PRINCIPAL	Lazan
PROJECT DESCRIPTION	Final Platting for COR TWO, COR THREE, COR FOUR and COR FIVE	STUDIO/DEPT	Survey
PROPERTY LOCATION	The COR	EST. START DATE	Upon Approval
CITY, STATE, ZIP	Ramsey, MN 55303	EST. COMPLETE DATE	To be Determined
PIN:	Multiple	PROJECT MANAGER	Trosen
		PHASE MANAGER	Trosen

SCOPE OF SERVICES LANDFORM AGREES TO PERFORM PROFESSIONAL SERVICES FOR THE CLIENT AS FOLLOWS:

PHASE	DESCRIPTION	TASK	BILLING MESSAGE
RAM12020	COR TWO	Sketch Plan, Preliminary Plat, Final Plat for COR TWO	Fixed Fee - \$4,500.00
RAM12021	COR THREE	Sketch Plan, Preliminary Plat, Final Plat for COR THREE	Fixed Fee - \$4,500.00
RAM12022	COR FOUR	Sketch Plan, Preliminary Plat, Final Plat for COR FOUR	Fixed Fee - \$4,500.00
RAM12023	COR FIVE	Sketch Plan, Preliminary Plat, Final Plat for COR FIVE	Fixed Fee - \$6,500.00
<ul style="list-style-type: none"> A 10% discount shall be applied to all phases if plats are run concurrently through the City and County Processes. Plat Checking Fees and photographic reproduction fees are the responsibility of the client. The fees for plat checking vary and are defined by \$300 per plat, PLUS \$30.00 per lot, Outlot or Tract. Photographic Reproduction fees are approximately \$100/sheet. Subsequent platting or required Registered Land Surveys are not included in above fees. 			

Reimbursable Expenses, including but not limited to Mileage, Plotting, Printing, Scanning, and Subconsultants are not included in the fees below and will be billed as a reimbursable expense at 1.15 times cost.

FEES (RATE SCHEDULE IS AVAILABLE UPON REQUEST FOR HOURLY CONTRACTS)

<input checked="" type="checkbox"/>	FIXED FEE	FIXED FEE AMOUNT:	See Scope of Services	Plus Typical Reimbursables
<input type="checkbox"/>	HOURLY WITH AN ESTIMATE	ESTIMATE FEE:		RATES
<input type="checkbox"/>	HOURLY TO A MAXIMUM	MAXIMUM FEE:		RATES

IN WITNESS WHEREOF, the parties have accepted, made and executed this agreement upon the terms, conditions and provisions stated above and on the attached General Conditions including, but not limited to, provisions relating to limitations on liability of Consultant.

Accepted By:

Landform

City of Ramsey



Robert Schunicht, PE
Vice President

Date: April 19, 2012

Landform Federal Tax ID: 27-1199905

Date:

General Conditions

1. All required services outside SCOPE OF WORK outline will be provided upon the CLIENT'S request and will be billed at the rates quoted on the CURRENT FEE SCHEDULE. A copy of the CURRENT FEE SCHEDULE has been made available to CLIENT or is attached hereto. Rates and multiples for Additional Services and other services as set forth in the fee schedule shall be adjusted annually in accordance with normal salary review practices of Consultant.
2. Fees outlined in this contract will be adhered to subject to site conditions and criteria set forth by the CLIENT and requirements of all applicable governmental agencies, utility companies, etc., in effect on the date of the CONSULTANT'S signing of this contract. No work by the CONSULTANT will commence until fully dimensioned and client-approved plans have been received from CLIENT. Subsequent changes to the plans, which require additional work by the CONSULTANT, will result in extra charges at the rates quoted on the CURRENT FEE SCHEDULE.
3. Field staking will be performed one time only for the fees quoted. Any restaking due to the loss of stakes beyond the CONSULTANT'S control will be billed at the rate on the CURRENT FEE SCHEDULE. In addition, fees outlined for field survey and construction staking are subject to the CONSULTANT being able to perform each item without delays beyond its control. The CLIENT shall request construction-staking items a minimum of two (2) working days in advance of when desired.
4. In the event that a question or claim may arise as to an error or omission in the CONSULTANT'S work or plans, the CONSULTANT will assume no liability for errors or omissions unless notified within 48 hours of the client's discovery of such. If notified within 48 hours, the CONSULTANT will have the right to remedy any such errors or omissions within a reasonable and agreed upon time thereafter, at no additional cost to the CLIENT. The CONSULTANT will assume no liability for construction staking unless all stakes are maintained intact and verified as to their origin.
5. The CLIENT shall give separate authorization to the CONSULTANT to commence each item of work as outlined in the SCOPE OF WORK.
6. CLIENT will be billed monthly, based upon percentage of work completed and/or hourly charges and reimbursable costs. Invoices are due and payable upon presentation. Objections to invoices not made in writing within thirty (30) days of the billing date are waived. A FINANCE CHARGE of one and one half percent (1.5) per month (18% ANNUAL PERCENTAGE RATE) will be added to portions of accounts over 30 days past due. FINANCE CHARGES may be compounded. CLIENT'S failure to make timely payments is justification for suspension of all services and withholding of all deliverables until payment is received or other written agreements made. CONSULTANT shall be entitled to recover all costs, expenses and fees incurred by CONSULTANT (including litigation and arbitration fees and costs, reasonable attorneys' fees, and CONSULTANT'S internal labor at the rates quoted on the CURRENT FEE SCHEDULE) due to CLIENT'S failure to make timely payments.
7. This Agreement may be terminated by either party upon seven (7) days' written notice. In the event of any termination, the CONSULTANT will be paid for all services rendered to the date of termination plus unpaid reimbursable expenses. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination. Without limiting the generality of the foregoing, paragraphs 4, 6, 9, 10, 11, 12, 14, 15, and 16 of these General Conditions shall survive any cancellation, expiration, or termination of this Agreement.
8. The CONSULTANT will not be responsible for the cost of permits, title company charges, governmental review fees, soil reports, printing, photographic charges, etc. as applicable, except those printing charges necessary for the CONSULTANT to do its work. The CONSULTANT will be reimbursed for such charges paid by it for the CLIENT at the rates quoted on the CURRENT FEE SCHEDULE.
9. The CONSULTANT will not be responsible or liable for the following:(a) Any use of plans, surveys, specifications, etc. not signed and sealed by the CONSULTANT and approved by the appropriate governmental agencies; (b) Inaccuracy of data, plans, legal descriptions or any other information supplied by the CLIENT or others; (c) Site soil, hydrologic, or geologic conditions; (d) Changes to the plans and specifications made by the CLIENT or others; (e) Job site conditions; or (f)The performance of work on this project by any construction contractor or third party.
10. All original work will be property of the CONSULTANT. The CLIENT at its request will be furnished with reproducible copies as a reimbursable expense. All documents furnished by the CONSULTANT are instruments of its service. They are not suitable for reuse or extensions of this project or any other project. CONSULTANT is the author of these documents and retains all common law, statutory and/or reserved rights, including copyright. Any reuse without specific written approval by the CONSULTANT in each case will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.
11. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in the contract without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT or CONSULTANT.
12. The CONSULTANT makes no representation concerning any cost estimate figures made in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only and the CONSULTANT shall not be responsible for fluctuations in costs or quality figures.
13. The CLIENT agrees to cooperate in every way requested by the CONSULTANT to expedite the completion of the work set forth in the contract. The CLIENT agrees to provide the CONSULTANT access to the property involved and to make available any records, documents, deeds, legal descriptions or other items requested by the CONSULTANT for the reasonable pursuit of the completion of the work.
14. The CONSULTANT makes no warranty, either expressed or implied, as to its services. Services will be performed in accordance with generally accepted engineering and/or surveying practices.
15. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof ("Claim") in which the aggregate amount in controversy exclusive of interest, attorneys' fees and costs, is less than or equal to \$100,000 shall be decided by binding arbitration in Minneapolis in accordance with the Construction Industry Rules of the American Arbitration Association. Judgment on any award by the arbitrator(s) shall be enforceable in any court having jurisdiction. Any Claim in which the aggregate amount in controversy, exclusive of interest, attorneys' fees and costs, is greater than \$100,000 shall be resolved by litigation in the State or Federal Court located within Hennepin County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Agreement shall be governed by Minnesota law, without regard to conflicts of law principles.
16. CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR OTHER LEGAL FAULT OF CONSULTANT IN PERFORMING ITS SERVICES SHALL BE LIMITED TO THE GREATER OF (I) THE AMOUNT STATED IN THIS PROPOSAL AS COMPENSATION FOR CONSULTANT'S BASIC SERVICES, OR (II) THE LIMITS OF ANY INSURANCE ACTUALLY AVAILABLE TO THE CONSULTANT. AT ANY TIME PRIOR TO COMMENCEMENT OF SERVICES. CLIENT MAY, BY PAYING A 20% PREMIUM IN ADDITION TO CONSULTANT'S FEE, ELIMINATE THIS LIMITATION ON LIABILITY. In no event shall CONSULTANT be liable for loss of profits, loss of use, loss of revenue, or any or special, indirect or consequential damages of any kind.
17. **NOTICE OF LIEN RIGHTS (MINNESOTA): (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
18. There are no understandings or agreements except as herein expressly stated.

HRA Regular Session

5. 3.

Meeting Date: 04/24/2012

Submitted For: Kurt Ulrich

By: Jo Thieling, Administrative Services

Title:

Adopt Resolution #HRA 12-04-XXX Authorizing Execution of a Pledge Agreement

Background:

In March, 2012, the City of Ramsey and the City's HRA entered into a Development Agreement with F&C Ramsey, LLC and F&C Ramsey Member, LLC in connection with the development of an approximately 230 unit, four story, market rate, rental apartment within Tax Increment District No. 14. The HRA will make a loan to F&C Ramsey and F&C Ramsey Member to finance eligible costs of the apartment project. The repayment of such loan is spelled out in the Development Agreement.

It is anticipated the City Council will adopt the resolution presented to them this evening accepting proposal on the sale of a \$7,420,000 Taxable General Obligation Tax Increment Bonds, Series 2012B, providing for their issuance, pledging tax increments for the security and authorizing execution of a tax increment pledge agreement. To provide additional security for the payment of the Bonds, it is necessary for the Ramsey Housing and Redevelopment Authority (HRA) to execute the Pledge Agreement.

The HRA will make a loan ("Loan No. 2") to the borrower (Flaherty and Collins) to finance eligible costs of the Project. The Borrower has agreed to repay Loan No. 2 and execute and deliver to the Authority Note No. 2 ("Note No. 2") in accordance with the provisions of Article VIII of the Development Agreement. In addition David M. Flaherty will execute a Personal Guaranty (the "Personal Guaranty") in favor of the Authority to provide security for the performance of the Borrower's obligations under Note No. 2.

This HRA Resolution pledges all payments received by the Authority pursuant to Note No. 2 and the Personal Guaranty to the payment of the Bonds and interest thereon.

Approval of this Pledge Agreement also grants approval of such additional details as may be necessary and appropriate and modifications, deletions, and additions as may be necessary and appropriate and approved by the City Attorney and by the HRA officials authorized to execute or accept, document changes prior to its execution, and HRA officials would be authorized to approve said changes on behalf of the HRA.

Attached for the HRA review is the Pledge Agreement and the resolution authorizing execution of same.

Recommendation:

Staff is recommending the HRA adopt the resolution authorizing execution of a pledge agreement

Funding Source:

N/A

Council Action:

Moton to adopt Resolution #HRA-12-04-XXX Authorizing Execution of a Pledge Agreement.

Attachments

Resolution & Pledge Agreement

Form Review

Inbox

Reviewed By

Date

Kurt Ulrich

Kurt Ulrich

04/19/2012 02:58 PM

Form Started By: Jo Thieling

Started On: 04/18/2012 09:30 AM

Final Approval Date: 04/19/2012

EXTRACT OF MINUTES OF A MEETING OF THE BOARD OF
COMMISSIONERS OF THE HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF RAMSEY, MINNESOTA

HELD: _____, 2012

Pursuant to due call and notice thereof, a regular or special meeting of the Board of Commissioners of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, was duly held at the _____ on _____, 2012, at _____ o'clock P.M.

The following commissioners were present:

and the following were absent:

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION
OF A PLEDGE AGREEMENT

A. WHEREAS, the City Council of the City of Ramsey, Minnesota (the "City"), has on April 24, 2012 adopted a Resolution Accepting Proposal on sale of \$7,420,000 Taxable General Obligation Tax Increment Bonds, Series 2012B, providing for their issuance, pledging tax increments for the security thereof and authorizing execution of a tax increment pledge agreement; and

B. WHEREAS, to provide additional security for the payment of the Bonds it is necessary that The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "Authority"), execute the Pledge Agreement as provided herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, as follows:

The Pledge Agreement on file in the office of the City Administrator is hereby approved in substantially the form submitted and the Chair and Executive Secretary of the Authority are authorized and directed to execute the same (and such other agreements and documents as may be required in connection therewith) on behalf of the Authority. The approval hereby given to the document referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and by the Authority officials authorized herein to execute or accept, as the case may be, said document

prior to its execution; and said Authority officials are hereby authorized to approve said changes on behalf of the Authority.

The motion for the adoption of the foregoing resolution was duly seconded by commissioner _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

CERTIFICATION

I, the undersigned, being the duly qualified and acting Executive Secretary of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the Board of Commissioners of said Authority held on the date indicated therein with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a resolution authorizing execution of a Pledge Agreement.

WITNESS my hand as Executive Secretary on _____, 2012.

Executive Secretary

PLEDGE AGREEMENT

THIS AGREEMENT, is dated as of April 24, 2012 and the parties to this Agreement are the City of Ramsey, a Minnesota municipal corporation, herein called the "City", and The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body corporate and politic herein called the "Authority",

Recitals:

A. WHEREAS, the City and the Authority have entered into a Development Agreement with F&C Ramsey, LLC and F&C Ramsey Member, LLC (the "Borrower") dated as of March 9, 2012 (the "Development Agreement") in connection with the development of an approximately 230 unit, four story, market rate, rental apartment project (the "Project") within Tax Increment District No. 14 (the "Tax Increment Financing District");

B. WHEREAS, pursuant to Article VIII of the Development Agreement the Authority will make a loan to the Borrower ("Loan No. 2") to finance eligible costs of the Project. The Borrower has agreed to repay Loan No. 2 and execute and deliver to the Authority Note No. 2 ("Note No. 2") in accordance with the provisions of Article VIII of the Development Agreement. In addition David M. Flaherty will execute a Personal Guaranty (the "Personal Guaranty") in favor of the Authority to provide security for the performance of the Borrower's obligations under Note No. 2.

C. WHEREAS, on April 24, 2012, the City Council adopted a Resolution Providing for the Issuance and Sale of \$7,420,000 General Obligation Tax Increment Bonds, Series 2012B (the "Bonds") providing for their issuance, pledging tax increments for the security thereof and authorizing execution of a tax increment pledge agreement (the "Resolution"). The Bonds are issued for the purpose of financing certain eligible costs of the Project as more fully described in the Development Agreement and as set forth in the Tax Increment Financing Plan for the Tax Increment Financing District; and

D. WHEREAS, the Resolution pledges the payments received by the Authority pursuant to Note No. 2 and the Personal Guaranty to the payment of the Bonds and interest thereon.

NOW, THEREFORE, the parties hereto agree that all payments received by the Authority pursuant to Note No. 2 and the Personal Guaranty shall be remitted as received by the Authority to the City for payment of the Bonds and the interest thereon and the City shall apply such payments to the payment of the Bonds and the interest thereon.

IN WITNESS WHEREOF, the City and the Authority have caused this Agreement to be duly executed on their behalf as of the day and year first above written.

CITY OF RAMSEY, MINNESOTA

By _____
Mayor

Attest:

Administrator

HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA

By _____
Chair

Attest:

Executive Secretary

PLEDGE AGREEMENT relating to \$7,420,000 General Obligation Tax Increment Bonds, Series 2012B.

HRA Regular Session

5. 4.

Meeting Date: 04/24/2012

By: Darren Lazan, Housing &
Redevelopment Authority

Title:

Consider Granting Access and Utility Easement Over Outlot A, COR ONE

Background:

The currently approved site plan for The Residence, as well as the current real estate agreements, reflect a reciprocal access and utility easement over the shared drive aprons on Veterans Drive and Sunwood Drive. These instruments are being prepared for closing on the 30th of April, but the title company has requested the HRA formally approve these easements clarifying the title insurance implications.

These easements allow F&C and the eventual user to the West, to share common entrances and minimize the number of curb cuts necessary to serve the properties. This is a condition of approval we have requested from the buyers to manage traffic in the area.

Notification:

Recommendation:

The development team recommends the HRA, by motion, enter into a reciprocal easement agreement with Flaherty and Collins regarding the shared access between Lot 3, Block 1, COR ONE and Outlot A, COR ONE.

Funding Source:

N/A

Council Action:

Motion to Grant Access and Utility Easement Over Outlot A, COR ONE and Enter into a Reciprocal Easement Agreement with Flaherty and Collins regarding the Shared Access between Lot 3, Block 1, COR ONE and Outlot A, COR ONE.

Attachments

Description Outlot A, Block 1, COR ONE

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	04/19/2012 02:45 PM
Form Started By: Darren Lazan		Started On: 04/19/2012 02:12 PM
	Final Approval Date: 04/19/2012	

DESCRIPTION SKETCH

FOR: PART OF OUTLOT A, BLOCK 1, COR ONE

LEGAL DESCRIPTION

A CROSS-ACCESS AND CROSS-DRAINAGE EASEMENT OVER, UNDER AND ACROSS THE EASTERLY 13.00 FEET OF THE NORTHERLY 40.00 FEET AND THE EASTERLY 13.00 FEET OF THE SOUTHERLY 50.00 OF OUTLOT A, COR ONE, ANOKA COUNTY, MINNESOTA.

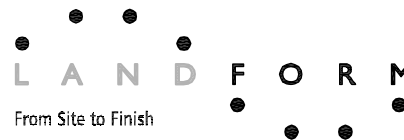
PAGE 1 OF 2

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.



SCOTT C. TROSEN
License No. 47465

Date: 04/20/12
Revised: _____

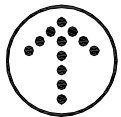
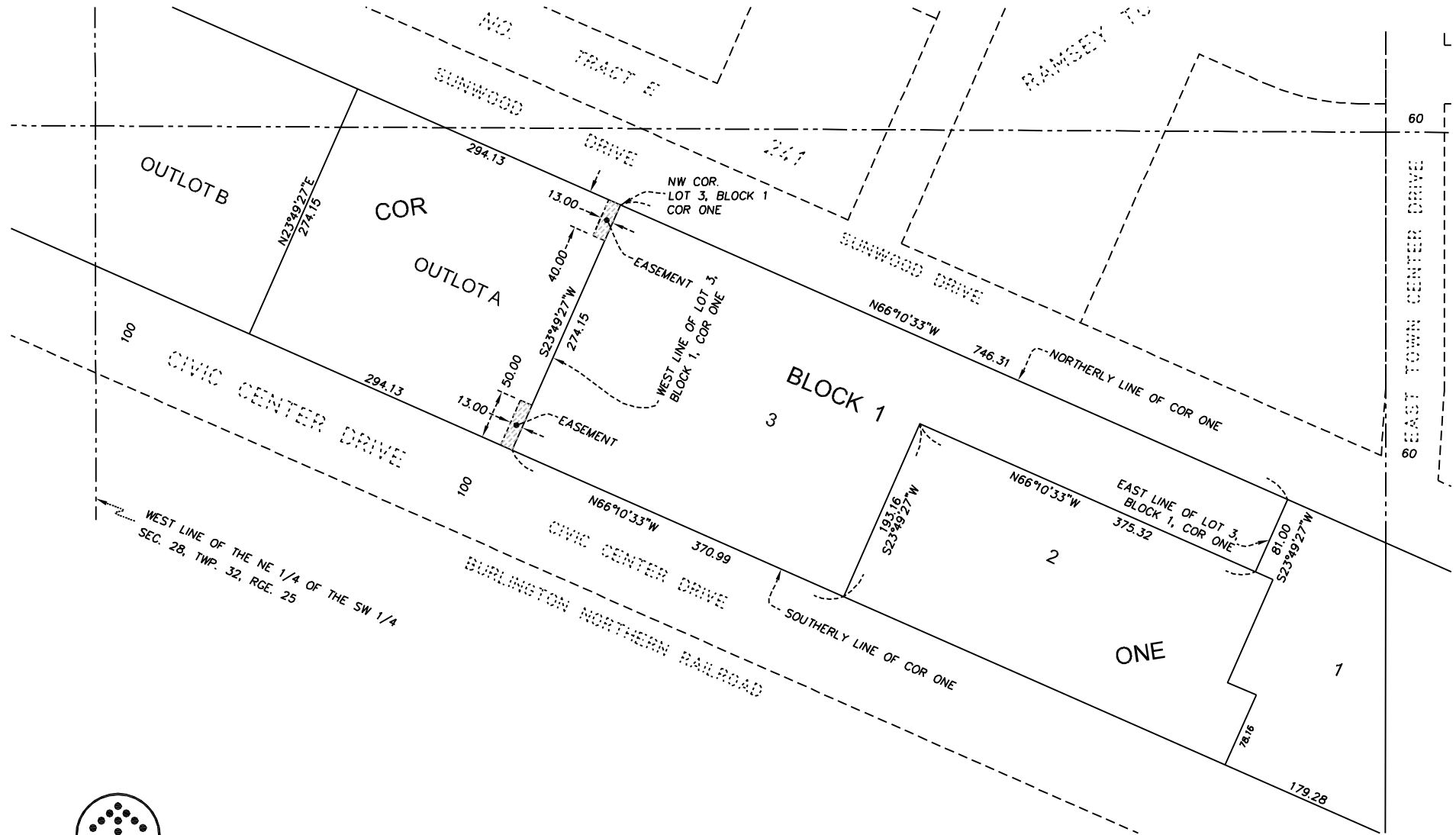


105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Web: landform.net

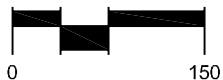
Job No. RAM001 Drawing: C_-ACCESS By: VAW

DESCRIPTION SKETCH

FOR: PART OF OUTLOT A, BLOCK 1, COR ONE



NORTH



0 150
SCALE IN FEET



105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Web: landform.net

HRA Regular Session

5. 5.

Meeting Date: 04/24/2012**By:** Darren Lazan, Housing &
Redevelopment Authority

Title:

Consider Letter of Engagement for Legal Services

Background:

Early on the organization of the development management structure for The COR, the HRA considered several options for legal services related to our activities in the project. Considering the extent of the involvement in previous efforts during acquisition, it was decided that Tom Bray, and the firm of Briggs and Morgan was our best option to continue providing legal services. At that time, we considered several options for these services including the use of several firms, and Mr. Goodrich for these services. The rationale then was that we would work over the first year or two to clean up title, organize our platting and surveys, develop standard agreements and a process for developing documents for potential land transactions.

Over the last two years we have accomplished much of this work, and the Development Management Team would like the HRA to consider the use of additional resources on the project.

Fabtanske, Westra, Hart, and Thomson is located in Minneapolis, and we have used them effectively on a recent project. Judith Krow has extensive experience in real estate law, and in particular dealing with commercial transactions. Attached is an engagement letter covering her efforts to date, and any future efforts the HRA may find well suited for her expertise.

Notification:**Observations:**[Information on FWHT Commercial Real Estate Experience](#)[Information on Judy Krow](#)**Recommendation:**

The Development management Team would recommend Mr. Bray remain involved as Senior Counsel on The COR, but that we use specialty counsel if/when appropriate. The HRA could also make use of Mr. Goodrich more frequently as an effective and cost efficient way to manage efforts in the project.

The Development Team requests the HRA direct staff to execute the attached engagement letter for past services, and provide feedback as to the use of other legal resources in The COR.

Funding Source:

HRA Legal Budget

Council Action:

Provide consensus direction on the provision of legal services in The COR.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Darren Lazan	04/19/2012 09:07 AM
Darren Lazan (Originator)	Jo Thieling	04/19/2012 03:13 PM
Kurt Ulrich	Jo Thieling	04/19/2012 03:13 PM
Form Started By: Darren Lazan		Started On: 04/18/2012
Final Approval Date: 04/19/2012		

January 31, 2012

VIA EMAIL (hnelson@ci.ramsey.mn.us)

Housing and Redevelopment Authority of the City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303
Attention: Heidi A. Nelson

Re: Legal Services Agreement

Ladies and Gentlemen:

In connection with our telephone conversations, we understand that you would like this firm to represent you in connection with a potential Offer to Purchase between the Housing and Redevelopment Authority of the City of Ramsey and Convenience Store Investments, a Wisconsin limited partnership for property located in the project known as The COR at Ramsey. It is generally our firm's policy to provide new clients with written fee agreements. This letter sets forth the terms on which we are offering our services to you for this matter.

Legal Fees and Invoices

If you engage our firm by signing this letter, you will pay us for the performance of legal services and will reimburse us for all expenses on a monthly basis. You agree to pay us the amount on each bill within thirty (30) days after you receive the bill. In addition, if you do not pay the bill within thirty (30) days after you receive it, we reserve the right to refuse to perform any further work on the matter. If, however, at any time, you have questions involving your bill or the services we have provided, please do not hesitate to call me.

The time expended by us in performing legal services for you, including time spent on telephone calls with you or others involved in this matter will be the primary basis for determining legal fees. The rates for attorney services vary among attorneys depending upon experience level and are periodically adjusted, generally on January 1 of each year. Our charges will reflect any such adjustments. We will delegate your work to our personnel as we deem appropriate. It is anticipated that, for the most part, I will be performing the work, with assistance from other lawyers in the firm as I deem appropriate. The rate you will be charged is for my time is \$350.00 per hour, reflecting a discount of \$10.00 from my current rate of \$360.00 per hour.

We also may incur various expenses in providing legal services to you. If you engage us, you will reimburse us for these out-of-pocket expenses or, if you are billed directly for these expenses, you will make prompt, direct payments to the obligors of the bills. Such expenses may

Housing and Redevelopment Authority of the City of Ramsey
Attention: Heidi A. Nelson
January 31, 2012
Page 2

include, but are not limited to, messenger services, recording fees, overnight courier fees and copying. We may ask you to directly pay any outside charges of \$50.00 or more.

We will include in the statements sent to you a description of the services for which you are being charged and a specific identification of all fees, charges and expenses for which we seek reimbursement.

General Matters

You will have the right to make all business decisions, including whether to settle any dispute with adverse parties, and including whether to proceed with the purchase transaction. The scope of our representation will be determined by you. We will make reasonably available to you all written materials sent or received by us pertaining to your representation. Copies of all such materials will be provided to you at your request.

Certain communications between you and members of our firm are governed by the so-called "attorney-client privilege." The privilege allows you to disclose to us documents and other relevant information in connection with litigation or any other matter on which you may be seeking advice as a client, without fear of disclosure of such material by us. The attorney-client privilege is, however, subject to some exceptions and should any issues regarding confidentiality arise, we would be happy to discuss the workings of the attorney-client privilege with you. You agree that we will have the right to communicate directly with any of you, and that none of you, between yourselves, will claim that we had no right to communicate with any other of you based on the attorney-client privilege.

We reserve the right to withdraw from representing you for any reason as permitted or required under the Minnesota Rules of Professional Conduct for lawyers. You, of course, reserve the right to terminate our representation at any time for any reason whatsoever. In the event either of us desires to terminate further legal representation, we will make such termination in writing, and you will promptly pay for all legal services rendered as of that date and for all fees, charges and expenses incurred by us as of that date. As of the date of termination, there will be no charge for further legal services other than as agreed to by you.

Record Retention

By signing this letter, we agree that all client supplied materials and all attorney end product (referred to generally as "client material") are the property of the client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents.

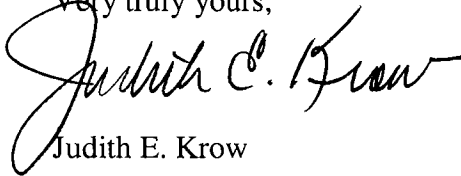
By signing this letter, you agree that attorney work product is the property of the firm. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

Housing and Redevelopment Authority of the City of Ramsey
Attention: Heidi A. Nelson
January 31, 2012
Page 3

After the close of a matter, we will notify you, at the most recent address we have for you, of any client materials that remain in the possession of the firm before destroying or otherwise disposing of them. You may then retrieve these client materials within thirty (30) days after the notice, or you may direct the firm to forward the client materials to you, at your expense. If within thirty (30) days after the notice, you fail to retrieve the client materials or request us to forward them, you shall be deemed to have authorized us to destroy the client materials, in which case we will, consistent with any applicable rules of professional conduct, use our discretion as to the retention or destruction of all attorney work product, and any client materials that remain with the firm. We shall have the absolute right to destroy all client materials, without further notice to you seven (7) years after the closing of a matter.

We appreciate the opportunity to be of service. If you desire to retain us to provide legal services pursuant to the terms of this letter, please sign this letter in the space provided below and return it to me via email at jkrow@fwhtlaw.com. If you have any questions or comments, please feel free to call me. My direct line is (612) 359-7614. We look forward to working with you.

Very truly yours,



Judith E. Krow

JEK/hnf

The foregoing accepted and agreed to this ____ day of _____, 2012.

HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF RAMSEY

By: _____
Name: _____
Title: _____

HRA Regular Session

5. 6.

Meeting Date: 04/24/2012

By: Darren Lazan, Housing &
Redevelopment Authority

Title:

Consider Temporary Walkway Options - Sunwood Drive

Background:

As part of the developers responsibilities, Flaherty and Collins must maintain continuous access and connectivity for pedestrians along Sunwood Drive during construction. This can be accomplished in a number of ways, but the most efficient seems to be the installation of a temporary bituminous trail on the North side of the street.

Pedestrians westbound would cross at city hall and continue along the north side of the road until past the F&C construction site, then cross back to the permanent walkway. The existing walk between these two points would be closed for approximately 12 months.

The question for consideration by the HRA relates to one of timing for the permanent improvements on the north side of Sunwood. There has been considerable discussion in the last several months about finishing the streetscape on the north side of Sunwood from Rhinestone west to Armstrong. The primary concern in waiting would be the disproportionate growth of boulevard trees, and the long term look of Sunwood Drive if this is not consistent.

As part of the Sunwood realignment, permanent streetscape is proposed from Zeolite west to Armstrong. As part of the current grant request, permanent streetscape is proposed fronting the future Municipal Plaza on the south and east sides. If this grant is approved, this would leave only two small segments unfinished in the near future.

Notification:

Observations:

The Development Team would like the HRA's direction on the concept of completing the remainder of the streetscape on the North side of Sunwood. If acceptable, we would like to work with F&C to contribute the cost of the bituminous trail toward the permanent solution, then develop a plan and feasibility study to complete the remaining work. We have not priced this effort at this time, as we wanted to get HRA direction before proceeding.

Recommendation:

The development team recommends the HRA discuss the possibility of completing the Sunwood Streetscaping, and if appropriate, direct the team to prepare a feasibility study to complete the improvements, and work with F&C to coordinate this effort.

Funding Source:

COR Revolving Fund (current balance \$5,171) and F&C proceeds.

Council Action:

Provide consensus direction to the development team with regards to the completion of the Sunwood streetscape.

Attachments

Walkway Exhibit

Form Review

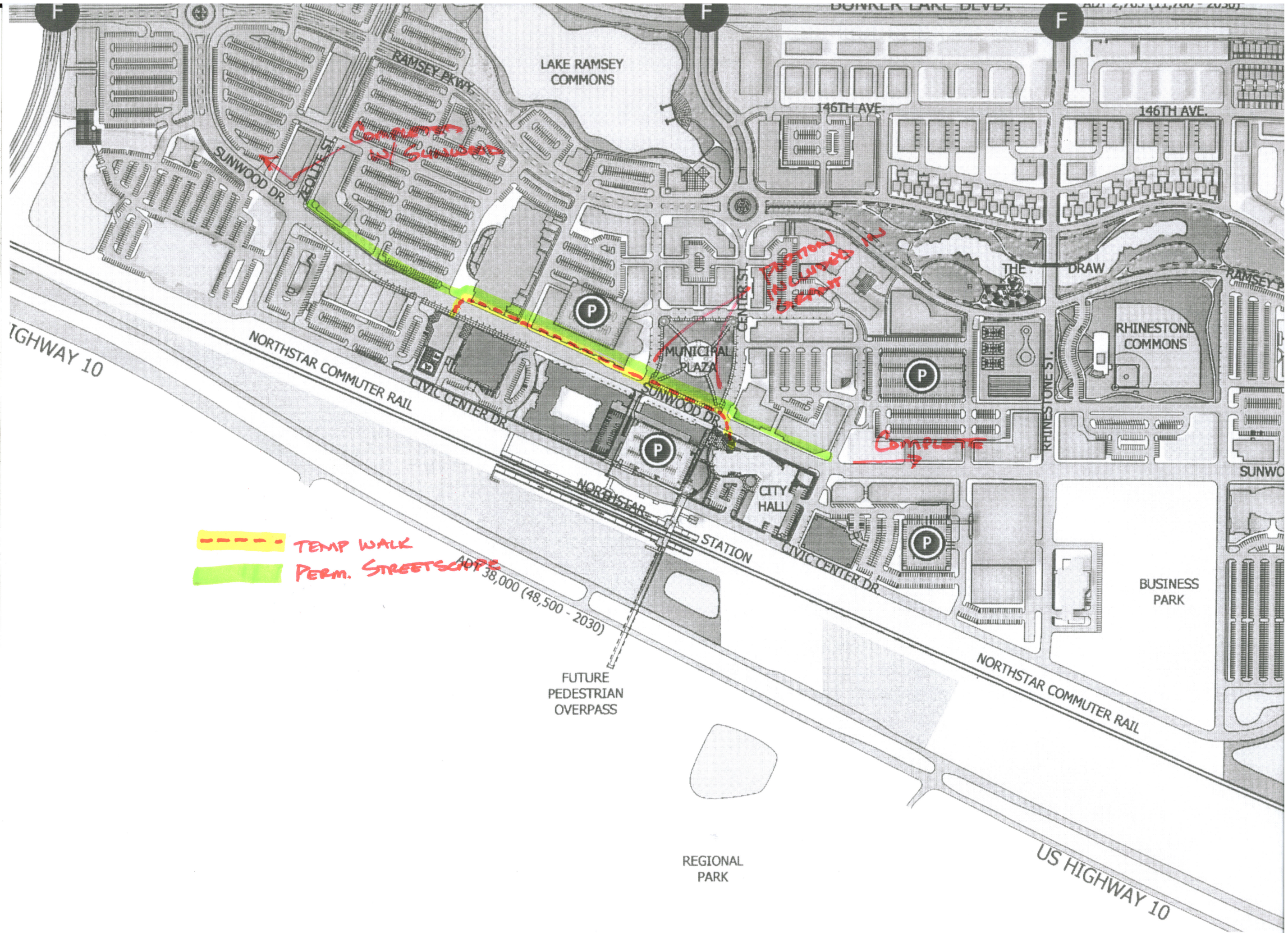
Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
04/19/2012 02:23 PM
Started On: 04/18/2012

Form Started By: Darren Lazan

Final Approval Date: 04/19/2012



--- TEMP WALK
PERM. STREETSCAPE

COMPLETE

TEMPORARY STREETCLOSURE PLAN

COMPLETE

ADPT 38,000 (48,500 - 2030)

FUTURE PEDESTRIAN OVERPASS

REGIONAL PARK

IGHWAY 10

NORTHSTAR COMMUTER RAIL

STATION

CITY HALL

MUNICIPAL PLAZA

RHINESTONE COMMONS

BUSINESS PARK

LAKE RAMSEY COMMONS

RAMSEY PKWY

146TH AVE

146TH AVE

SUNWOOD DR

REDLIE ST

THE DRAW

RHINESTONE ST

NORTHSTAR

CIVIC CENTER DR

CIVIC CENTER DR

NORTHSTAR COMMUTER RAIL

US HIGHWAY 10

F

F

F