

Community Development Committee

For the Metropolitan Council meeting of May 22, 2019

Subject: Park Acquisition Opportunity Fund Grant for Phalen-Keller Regional Park, Saint Paul

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$217,065.20 to the City of Saint Paul to acquire the 0.89-acre McKinney parcel located at 1298 Arlington Avenue East in the City of Saint Paul for Phalen-Keller Regional Park;
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council;
3. Consider reimbursing the City of Saint Paul for up to \$72,355.21 from its share of a future Regional Parks Bonding Program for costs associated with this purchase; and
4. Inform the City that the Council does not under any circumstances represent or guarantee that the Council will grant future reimbursement and that expenditure of local funds never entitles a park agency to reimbursement.

Summary of Committee Discussion/Questions

At their meeting on May 2, 2019, Community Development Committee members asked several questions about the nature of the Park Acquisition Opportunity Fund grant program, then unanimously recommended the proposed action.

Metropolitan Parks and Open Space Commission Report

For the Community Development Committee meeting of May 6, 2019

Subject: Park Acquisition Opportunity Fund Grant for Phalen-Keller Regional Park, Saint Paul

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$217,065.20 to the City of Saint Paul to acquire the 0.89-acre McKinney parcel located at 1298 Arlington Avenue East in the City of Saint Paul for Phalen-Keller Regional Park;
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3. Consider reimbursing the City of Saint Paul for up to \$72,355.21 from its share of a future Regional Parks Bonding Program for costs associated with this purchase; and
4. Inform the City that the Council does not under any circumstances represent or guarantee that the Council will grant future reimbursement and that expenditure of local funds never entitles a park agency to reimbursement.

Summary of Commission Discussion/Questions

At their meeting on May 2, 2019, the Metropolitan Parks and Open Space Commission voted unanimously to recommend the proposed action.

Commissioners asked several questions about the type of restroom facilities that the City intends to build on this property. Alice Messer, Manager of Design and Construction for the City, responded that the restrooms will comply with the requirements of the Americans with Disabilities Act and be open seasonally. Amenities will include potable water. A Commissioner also requested that the locations of bathrooms be included in the next edition of the map of the Regional Parks System.

Metropolitan Parks and Open Space Commission

Meeting date: May 2, 2019

For the Community Development Committee meeting of May 6, 2019

For the Metropolitan Council meeting of May 22, 2019

Subject: Park Acquisition Opportunity Fund Grant for Phalen-Keller Regional Park, Saint Paul

MPOSC District, Member: G – Anthony Taylor

Council District, Member: 13 – Chai Lee

Policy/Legal Reference: Minn. Stats. § 85.53 Subd. 3(4) and § 473.315; *2040 Regional Parks Policy Plan* Siting and Acquisition Policy – Strategy 1; Planning Policy – Strategy 1; System Protection Strategies 3 and 4; Finance Policy – Strategy 5; Regional Parks Fund Distribution Policy, Sections IV-B and V-C-f.

Staff Prepared/Presented: Deb Streets Jensen, Senior Parks Finance Planner (651-602-1554) and Colin Kelly, Planning Analyst (651-602-1361)

Division/Department: Community Development / Regional Planning

Proposed Action

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4. Inform the City that the Council does not under any circumstances represent or guarantee that the Council will grant future reimbursement and that expenditure of local funds never entitles a park agency to reimbursement.

Background

Regional Park Implementing Agency (Agency) and Location

The City requested this grant on March 26, 2019. A copy of the Agency's request is attached to this item as Exhibit 2. The property is located on Saint Paul's East Side at the northeast corner of East Shore Drive and Arlington Avenue East, on the east side of Lake Phalen. Phalen-Keller Regional Park has two units – a southern unit known generally as Phalen Regional Park, owned and operated by the City of Saint Paul and the subject of this business item, and a northern unit known generally as Keller Regional Park, that is owned and operated by Ramsey County and is located largely in Maplewood. The two units comprise nearly 750 acres, including Spoon Lake, Keller Lake, Round Lake, and Lake Phalen.

Funding sources

The Council's Park Acquisition Opportunity Fund (PAOF) provides resources to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources

Trust Fund (ENRTF). The Council contributes further by matching every \$3 in state funds with \$2 in Council bonds proceeds. Between them, state and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match. The Council will fund this grant through PTLF / PAOF and Council match.

Council review

Staff from the Council's Regional Parks work unit:

- reviews each PAOF request to ensure that the proposed acquisition complies with state statute and Council policy;
- ensures that all necessary documentation is in place and that the appraisal is reasonable and appropriate; and
- processes requests on a first-come-first-served basis.

Subject property

This parcel is one of two inholdings identified a master plan amendment approved by the Council on June 22, 2011. This is a very long and narrow lot, measuring 50' x 773', on which the City will build the only restrooms on the east side of the regional park. The regional park is otherwise fully developed.

There is a house and garage on the property. Built in 1968, the house has "considerable deferred maintenance," according to the appraisal report, including water damage and mold. The City has determined that due to its structural deficiencies, it is not economically feasible to save the house. There are trees located throughout the property, but a majority is mowed lawn.

Bruce Vento Regional Trail forms the east boundary of the subject property. Metro Transit Routes 54 and 61 serve the west side of the unit, and Route 64 serves the south side of the unit, with a stop approximately one-half mile from the property. The Gateway State Trail traverses the north end of the Phalen unit of Phalen-Keller Regional Park on an east/west route, and the Como-Phalen (Wheelock Parkway) Regional Trail Search Corridor passes through the southwest portion of the unit.

Acquisition details

This is a straightforward, fee simple transaction with no easements or other property restrictions.

Rationale

This acquisition is consistent with:

- The *2040 Regional Parks Policy Plan*
 - Planning Policy – Strategy 1 requires that before an Agency can receive a grant for acquisition, the proposed project must be consistent with a Council-approved master plan.
 - Siting and Acquisition Policy – Strategy 1 requires that lands with natural resource features, access to water, and/or restoration potential will be a priority for the Regional Parks System. The property recommended for acquisition has some of these features, particularly restoration potential. The southern end of the subject property is only about 70 feet from Lake Phalen, making the property an important buffer between more developed areas to the east and the lake to the west.
 - System Protection Policy – Strategy 4 requires that a Phase 1 Environmental Site Assessment (ESA) be completed on land that is suspected to be contaminated or land suspected to have abandoned wells as part of its due diligence process for land acquisition. As there is no suspected contamination on this property, a Phase I ESA was not required and has not been completed.

- Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Parks System lands and matching every \$3 in state funds with \$2 in Council bonds.
- The Regional Parks Fund Distribution Policy
 - Section IV-B, which restricts Agencies to receiving no more than \$1.7 million per year from PTLF / PAOF within a single fiscal year – i.e., grants awarded between July 1st and the following June 30th. The Council has awarded the City of Saint Paul \$134,303 in PAOF funds in state fiscal year 2019 ([Business Item 2019-28](#)).
 - Section V-C-f, which governs the use of future reimbursement consideration.
- The Phalen-Keller Regional Park master plan, approved by the Council on June 22, 2011 ([Business Item 2011-152](#)); and
- All requirements of the Parks and Trails Legacy Fund and the 2019 appropriation. This funding aligns with the goals of the Parks and Trails Legacy Fund strategic pillar of “Acquire land – create opportunities.”

Thrive Lens Analysis

This request is consistent with:

- Thrive’s Livability outcome, because the Council’s investment in the regional park will increase access to nature and outdoor recreation, thereby enhancing the region’s quality of life;
- Thrive’s Stewardship outcome, because this land will be restored to a more natural state and will help serve as a buffer between the developed neighborhood to the east and the lake to the west; and
- Thrive’s Equity outcome, because the property acquisition and addition of restrooms will improve park user experience in an area at the edge of an Area of Concentrated Poverty (ACP). The Metropolitan Council defines ACPs as census tracts where 40% or more of the residents have family or individual incomes that are less than 185% of the federal poverty threshold. (In 2017, 185% of the federal poverty threshold was \$46,424 for a family with two parents and two related kids, or \$23,591 for an individual under 65 living alone.)

Funding

Project budget

The appraised value is \$240,000, and the Agency has offered the seller 100% of the appraised amount plus closing and other costs as shown below.

Budget item	Requested amount
Purchase price	\$240,000.00
Appraisal	1,500.00
Holding and closing costs	15,150.81
Stewardship (demolition)	32,770.00
Total costs	\$289,420.81

Grant structure

State FY 2018 PTLF / PAOF	\$122.24
State FY 2019 PTLF / PAOF	130,116.72
Council bonds	<u>86,826.24</u>
Grant amount not to exceed	\$217,065.20
Local match	\$72,355.21

Future reimbursement consideration

The Agency is also requesting that the Council consider reimbursing its local match of \$72,355.21 for this acquisition at some point in the future as a part of a regular Regional Parks Bonding Program. A request for “future reimbursement consideration” is the first step in a process Agencies may use to request repayment of their match amount for this acquisition in a future bonding cycle. Because the Council issues bonds to match every \$3 of state bonding with \$2 of Council bonds for a given state bonding cycle, such reimbursements are limited. The Council is under no obligation to reimburse this amount.

Known Support / Opposition

There is no known opposition.

Exhibit List

- Exhibit 1: Images
- Exhibit 2: Grant request letter
- Exhibit 3: Grant application
- Exhibit 4: Board approval to purchase property
- Exhibit 5: Purchase agreement
- Exhibit 6: Appraisal excerpt

Exhibit 1 – Images

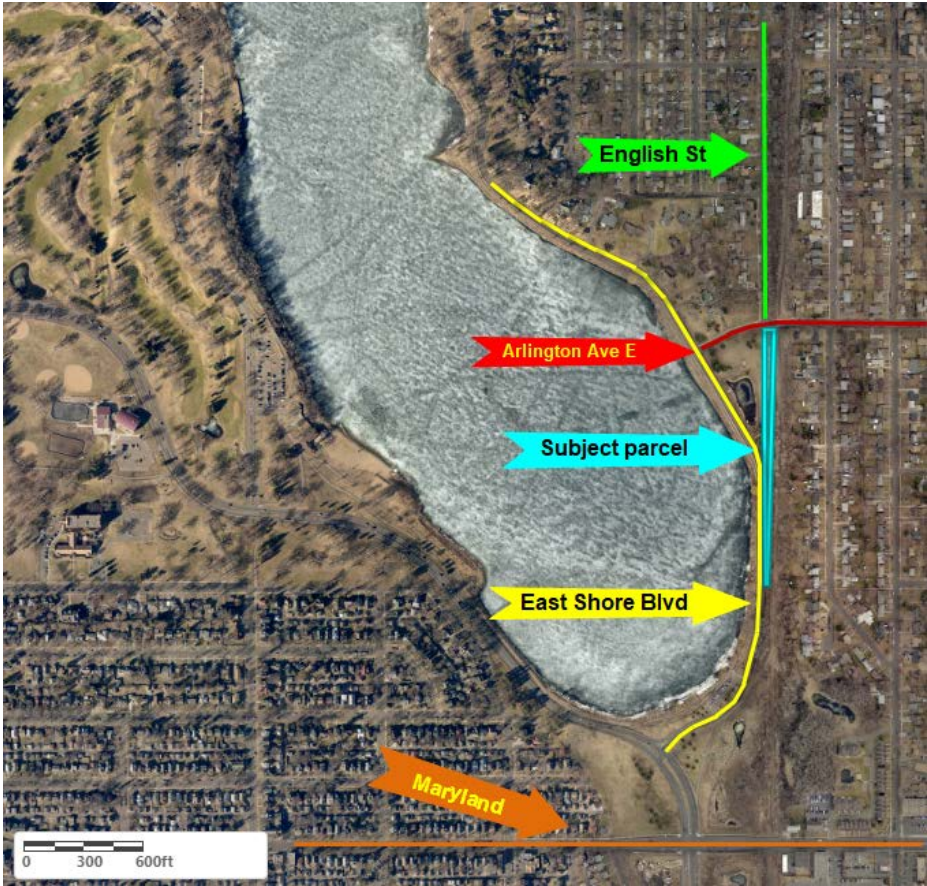


Figure 1: Aerial map of subject parcel



Figure 2: View from East Shore Boulevard



Figure 3: View from front of house



Figure 4: Mold in lower bedroom

DEPARTMENT OF PARKS AND RECREATION
Michael Hahm, CPRP - Director



CITY OF SAINT PAUL
Mayor Melvin W. Carter

400 City Hall Annex
25 West 4th Street
Saint Paul, Minnesota 55102
www.stpaul.gov/parks

Telephone: 651-266-6400
Facsimile: 651-292-7311

March 26, 2019

Emmett Mullin
Manager, Regional Parks and Natural Resources
Metropolitan Council
390 Robert Street N
Saint Paul, MN 55101

Dear Mr. Mullin:

Saint Paul Parks and Recreation would like to request funding from the Parks Acquisition Opportunity Fund for acquisition of 1298 Arlington Ave E (PID 22.29.22.32.0119). This property is identified as an inholding in Phalen Regional Park in its 2011 master plan (pg. 4). Negotiations with the property owner will begin this week. We anticipate signing a purchase agreement within a week.

We additionally would like to request consideration for future reimbursement for the local share of this acquisition and related eligible costs. We understand that reimbursement is not guaranteed, however we would like to begin planning for that item in future CIP requests.

Thank you for your consideration of this request. We remain available to answer any questions as we work to get into the queue for this funding source.

Sincerely,

Michael Hahm
Director, Saint Paul Parks and Recreation

Cc: Alice Messer, Paul Sawyer, Bruce Engelbrekt

AM



CAPRA Accreditation

An Affirmative Action Equal Opportunity Employer



National Gold Medal Award



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution: RES 19-606

File Number: RES 19-606

Authorizing the City to purchase the residential property at 1298 Arlington Avenue East for park purposes.

WHEREAS, the City of Saint Paul ("City"), acting through its Department of Parks and Recreation, seeks to purchase the residential property located at 1298 Arlington Avenue East in Saint Paul (the "Property") for future park use, as provided in the Phalen Regional Park Master Plan, said Property being situated within the master plan boundary of Phalen Regional Park; and

WHEREAS, the City, acting through its Office of Financial Services Real Estate Section, has secured a signed Agreement for Sale and Purchase of Real Property (the "Purchase Agreement"), attached hereto as Exhibit A; and

WHEREAS, the City has agreed to pay Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) to purchase the Property, this being a fair and reasonable value as determined by an independent appraisal, negotiated and agreed to between the property owner and the City and recommended by the Real Estate Manager; and

WHEREAS, Parks and Recreation intends to seek grant funds from the Metropolitan Council's Parks Acquisition Opportunity Fund (PAOF) to purchase the Property, and is requesting City Council authorization (RES 19-554) to apply for and accept a PAOF grant to cover seventy-five per cent of eligible acquisition costs; now, therefore, be it


RESOLVED, that the City Council hereby approves the attached Purchase Agreement, and directs and authorizes the proper city officials to pay \$240,000.00 to the property owner and all associated closing costs, said amounts to be charged to Parks and Recreation Account Codes: 40041900-76805-C173E13301039-76005 (\$100,000.00) and 40041910-76805-C193T23401150-76005 (\$140,000); and to record the deed for the Property with the Ramsey County Recorder's Office and/or Registrar of Titles.

At a meeting of the City Council on 4/17/2019, this Resolution was Passed.

Yea: 6 Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, and Councilmember Jalali Nelson

Nay: 0

Absent: 1 Councilmember Busuri

Vote Attested by 
Council Secretary Trudy Moloney

Date 4/17/2019

Approved by the Mayor



Melvin Carter III

Date

4/18/2019



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Review

Application Details R

Print to PDF | Review | Funding Opportunity | Annotations(0) R

10851 - 2019 Parks Acquisition Opportunity Fund

12213 - 1298 Arlington Ave E acquisition - Phalen RP
Parks Grants Acquisition

Applicant Information

Primary Contact:

Name:* Paul R Michael Sawyer
Salutation First Name R Middle Name R Last Name R
Title:* R Management Assistant
Department: R Saint Paul Parks and Recreation
Email:* R paul.sawyer@ci.stpaul.mn.us
Address:* R 25 W 4th St
400 City Hall Annex

R
* R Saint Paul R Minnesota R 55102
City Stat /Provinc Postal Cod /Zip
Phone:* R 651-266-6417 Ext.
Phon

Fax:
What Grant Programs are you most interested in?* Regional Parks Bonding Grants R

Organization Information R

Name:* ST PAUL, CITY OF
Jurisdictional Agency (if different):
Organization Type: City
Organization Website: R
Address:* R Parks and Recreation
R 400 CITY HALL ANNEX
R 25 W 4TH ST
* R ST PAUL R Minnesota R 55102
City Stat /Provinc Postal Cod /Zip
County:* R Ramsey
Phone:* R 651-266-6400 R Ext.
Fax: R
PeopleSoft Vendor Number R 0000003222A15

Project description

PAOF grants are limited to a single park or trail. Do not mix properties from more than one park or trail on a single request. R

Park or trail name Phalen P-City of Saint Paul

Master plan

An acquisition request will not be considered complete until the property is included in a Council-approved master plan.

Is the project consistent with a Council- approved master plan? R Y s

If yes, name of master plan and date of Council approval R Phal n-K ll r gional Park Mast r Plan Amndment

Name of mast r plan

Council approval dat - Format: mmddyyyy (Do not nt r any punctuation.)

If no, has a master plan amendment been submitted to the Council for review and approval?

Acquisition method

Acquisition method R F titl

If the acquisition method is anything other than routine, provide more detail. R

This question seeks a general description of the acquisition method - is this a routine purchase, or does it involve a land donation, park dedication fees, condemnation, or some combination? Please use this space to describe the overall acquisition project.

Standard n gotiat d purchas of a privat parc l from a willing s ll r.

Does this acquisition involve eminent domain? No

Eminent domain

If eminent domain is being used:

(1) you must upload a copy of the notice your Agency provided to the Council that the petition to the Court was filed.

(2) Include documentation of your governing body's authorization (on the Other Acquisition Attachments web page).

When was the Council notified of your intention to use eminent domain?

Date the petition was filed.

Settlement date R

Public domain

Note that ENRTF funding cannot be used for acquisitions of property already in the public domain unless a minimum of 12 LCCMR commissioners approve the transaction. If this is a public domain acquisition and if you propose using ENRTF, be sure your closing schedule accommodates planning to be included on a future LCCMR agenda.

Is any portion of the property currently in the public domain? No

If yes, describe/name the entity and the portion of the property it owns, as well as why this public-to-public transfer is necessary.

Closing date R

The Council will process all acquisition requests expeditiously, but we do not guarantee that the approval process will be completed to meet your requested closing date. This date will be considered an estimate only. However, the acquisition must be completed during the standard one-year grant term unless prior approval is obtained from the Council or the grant term is amended.

Estimated closing date 05/23/2019 Format: mmddyyyy (Do not nt r any punctuation.)

Type of agreement R Purchas agr ment i. ., purchas agr ment, off r l tt r, tc.

Date agreement expires R 05/23/2019 Format: mmddyyyy (Do not nt r any punctuation.)

Relocation costs

Payment of relocation costs is required by both state and federal law, unless the seller waives those rights. Please consult with Agency attorneys to determine applicability for this acquisition. If the seller has waived relocation rights, you must upload an executed copy of the waiver.

Does the requested grant amount include relocation costs? R No

Appraisal R

The appraisal must have an effective date within one year of the date the purchase agreement is signed. The appraisal MUST list the Metropolitan Council as an intended user, and the intended use must include "negotiation and grant reimbursement."

Appraisal effective date 03/28/2019

Appraised value \$240,000.00

Amount being offered the seller (net of closing and other costs) \$240,000.00 R 100.0% % of apprais d valu

Who performed the appraisal? Dwight Dahl n

Who contracted for the appraisal (i.e., was it done at arms' length)? City of Saint Paul al Estat Manag r R

Survey

Was a survey done? R

No R

Quality of natural resources - is the property...

...undeveloped?

Fully R

Partially

...wooded? R

Fully R

Partially

...shoreline?

Fully

Partially

Describe the existing natural resources it contains R

The front portion of the property (majority of property) is mowed lawn with a house and garage. A portion of the property is tree-covered.

Known opposition

Is the Agency aware of any opposition to this acquisition?

No

If yes, explain:

Encumbrances

To your knowledge, are there any current or anticipated assessments or liens on property?

No

If yes, describe.

The only assessments are the annual charges for street maintenance, recycling, and solid waste, all of which have already been certified to current year property tax statement.

Are there easements or other encumbrances on any part of the property?

Yes

If yes, describe

Property is subject to adjacent road right-of-way

Clear title

To your knowledge, does the current owner have clear title to the property?

Yes

If not, what must be done to clear the title, and when will that be completed?

Suggested funding source

For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metrocouncil.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for ENRTF fee title acquisition project requirements, see http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf

The Council will review your project specifics and work with you to determine the optimal funding source(s).

Anticipated funding source R

PTLF Legacy / Council match
Select as many as apply

Funding source comments, if desired

There is a habitable structure on the property and does not contain high-quality natural resources.

Structures currently on the property

Does the property contain ANY structures?

Yes

If yes, are there any habitable structures? R

Yes

Does the property currently contain any revenue-generating businesses?

No

If yes, what is the plan for the structure(s)? R

The structures will be demolished to provide space for park development. Demolition costs are included in this grant request.

If there are habitable structures, could they be relocated? If yes, how? If no, why not? R

The house is in poor condition and would require significant rehabilitation to be used. So it is not economical to attempt to save the house.

If the property contains habitable structures or revenue-generating businesses, describe:

There is a house and attached garage on the property. R

R

For ENRTF funding only R

If this will use ENRTF funding, LCCMR rules require that you describe the selection process used to identify these proposed parcels.

NOTICE: ENRTF funding has specific requirements for disseminating information to the public when property is purchased through the Trust Fund. It is the Agency's responsibility to meet those requirements and to provide documentation to the Council BEFORE payment will be made. R

Stewardship and minimal access R

Describe the stewardship plan.

How will the stewardship implementation be funded?

Are you requesting funds to provide minimal access to the property (prior to it being open to the public) as part of this grant request? R

If yes, how will those funds be used? R

Site Description R

Land Use History

Current land uses R sid ntial S R ct as many as apply

Previous land uses R sid ntial S R ct as many as apply

Adjacent land uses R Park, R sid ntial S R ct as many as apply

Inspection

Does the property contain any of the following? RR Pow R and/or utility lin s S R ct as many as apply

Sellers and Parcels R

Seller name	Parcel address	PIB	Acres (SR for easements)	RD date	PA R	Habitable structures?	MN House district	City	County	MeFCouncil district	RMPOSC	Latitude	Longitude
Ann L McKinn y	1298 Arlington R RAV E R	222922320119	R	0.89	R	Y R	67A R	St. Paul	ams y	13 R	GRR	44E84R7	-93.04560
				0.89									

Local match R

Source of local match

The local match will R provide y a combination of parkland d dication funds and local onding funds.

Will you be requesting consideration for future reimbursement of any part of your local match? R Y s

If yes, how much? RR \$72,355.21

Grant Agreement Signatories R

Full name R	Title R	If this is an attorney, is the signature 'for form only'? R
Michael Hahn	Director, Parks and Recreation R	
John McCarthy R	Director, Financial Services R	
Melvin Carter III R	Mayor R	
Virginia Palmer R	Assistant City Attorney R	Yes R

Acquisition Costs

Cost Items	Amount
Purchase price	
Net negotiated purchase price	\$240,000.00
Appraisal expenses	
Appraisal	\$1,500.00
Appraisal review	\$0.00
Environmental expenses	
Phase I environmental site assessment	\$0.00
Phase II environmental site assessment	\$0.00
Environmental contamination remediation	\$0.00
Holding expenses	
Interest	\$0.00
Land stewardship	\$0.00
Land development	\$0.00
Pro-rated share of all property tax assessments	\$2,607.00
Legal services and closing costs	\$1,050.00
Property tax refundancy payment-473.341 location costs to seller	\$7,472.81
State and local taxes/assessments	\$0.00
State and local taxes/assessments	\$829.00
Title insurance	\$700.00
Well disclosure statement	\$0.00
Other holding	\$2500.00
Other expenses	
Other expenses	\$32,770.00
Totals R	\$289,420.81 R

Total Estimated Acquisition Costs

Totals R	Total acquisition cost R	Total paid with state funds R	Total paid with metro funds R	Total paid by agency R	Total grant amount R
Total Estimated Acquisition Cost (calculated after costs over amount)	\$289,420.81 R	\$180,239.36 R	\$88,828.24 R	\$72,355.21 R	\$217,065.60 R

Required Attachments - Acquisition

Attachment R	Description R	File Name R	Typ	File Size
SECTION 1 - ALL OF THE FOLLOWING ARE REQUIRED TO BEGIN REVIEW UNLESS OTHERWISE INDICATED				
1.0 Grant request letter (EQ'D)	request letter R	PROF request letter.pdf	pdf R	341 KB
2.0 Master plan documentation (EQ'D)	Identification of subject parcel in the master plan.	Master plan excerpt.pdf	pdf R	127 KB
3.0 RECO DED Governing Board action authorizing grant request (EQ'D)	Draft of Council resolution. Will be approved on 4/17. R	RES 19-55.pdf	pdf R	78 KB
4.0 Sign purchase agreement/instrument (EQ'D)	Purchase agreement sign	Purchase Agmt. 1288 Burlington Ave E both parties signed.pdf	pdf R	569 KB
5.1 Appraisal report (EQ'D) R	Appraisal R	1288 Burlington appraisal.pdf R	pdf R	917 KB R



City of Saint Paul

Legislation Text

File #: RES 19-554, Version: 1

Authorizing the Department of Parks and Recreation to apply for a grant of up to \$300,000 from the Parks Acquisition Opportunity Fund (PAOF) for Phalen Regional Park. □

WHEREAS, the Metropolitan Council administers a Parks Acquisition Opportunity Fund (PAOF); and

WHEREAS, the PAOF reimburses 75% of all eligible costs for property acquisitions for regional parks and trails; and

WHEREAS, the 25% local share of costs is eligible for consideration for reimbursement from future appropriations of the Metro Parks CIP program; and

WHEREAS, the Department of Parks and Recreation wishes to purchase a parcel identified as an inholding in the Phalen Master Plan; and

WHEREAS, if funds are granted, the Metropolitan Council will require a grant agreement that includes the requirement that the City of Saint Paul indemnify the Metropolitan Council; and

WHEREAS, the promise of expenditure of future funds in the form of indemnification requires a public purpose; and

WHEREAS, Phalen Regional Park provides recreational and outdoor activity opportunities which will benefit the public and the City Council finds that the promise of indemnification in return for money to fund a portion of the purchase will facilitate and enable acquisition of the property; now, therefore, be it

RESOLVED, that the Saint Paul City Council hereby authorizes the Director of Parks and Recreation to apply for, and if successful, along with the appropriate city officials, enter into an agreement with the Metropolitan Council, which includes an indemnification clause, to accept the funds on behalf of the City.

**AGREEMENT FOR
SALE AND PURCHASE OF REAL PROPERTY**

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (“Agreement”) with an Effective Date as provided below is entered into by and between **Annie R. Montgomery-Jordan**, as the Personal Representative of the Estate of Annie Laura McKinney (“Seller”), and the **City of Saint Paul, Minnesota**, a municipal corporation under the laws of the State of Minnesota (“Buyer”).

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers and email addresses are included for information only.

SELLER:

Estate of Annie Laura McKinney
1607 Virginia Avenue
Rockford, Illinois 61101-4260
Attn: Annie R. Montgomery-Jordan
Tel:

BUYER:

City of Saint Paul
25 West Fourth Street, Room 1000
Saint Paul, Minnesota 55102
Attn: Bruce Engelbrekt
Tel: (651) 266-8854

B. Seller is the owner of certain real property located in the City of Saint Paul, County of Ramsey, State of Minnesota legally described on Exhibit A attached hereto. Said real property, together with any and all improvements and fixtures, and any and all rights appurtenant thereto, shall be referred to in this Agreement as the “Property.”

C. Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Property to Buyer in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of and in reliance on the foregoing recitals and the mutual contingencies and agreements contained herein, the parties hereby agree as follows:

1. **Sale and Purchase.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property on the terms and conditions set forth herein.
2. **Purchase Terms.**
 - a. **Price.** The purchase price (the “Purchase Price”) to be paid by Buyer for the

Property shall be Two Hundred Forty Thousand and 00/100 Dollars
(\$240,000.00).

- b. Method of Payment. The Purchase Price shall be payable in full, in cash, at closing.
3. **Effective Date**. The effective date (“Effective Date”) of this Agreement shall be the last date of execution by the parties hereto following approval of the Agreement by the Saint Paul City Council, which approval is anticipated on **April 17, 2019**.
4. **Title Examination**. Buyer shall furnish a commitment for an Owner’s Policy of Title Insurance (the “Commitment”), including copies of all documents referred to in the Commitment, and searches with respect to pending and levied special assessments. Buyer shall be allowed fourteen (14) days after transmission of the Commitment to Seller for examination and the making of any objections to title, such objections to be made in writing or deemed waived. Upon receipt of objections, Seller shall be allowed a period of thirty (30) days to remedy the objections (the “Cure Period”). If Seller fails to remedy Buyer’s objections, Buyer shall have the option of: (a) accepting title as it then stands; or (b) terminating this Agreement by written notice to Seller within five (5) days following expiration of the Cure Period.
5. **Closing**.
 - a. Date. Final settlement of the obligations of the parties hereto (the “Closing”) is anticipated to occur on or about **May 31, 2019** (the “Closing Date”). This transaction shall be closed in escrow with Land Title, 2200 County Road C West, Suite 2205, Roseville, MN 55113 (“Escrow Holder”). The Closing Date may be accelerated or postponed by mutual agreement of the parties hereto.
 - b. Title. Seller shall convey to Buyer its interest in the Property by Warranty Deed.
 - c. Title Insurance. Buyer may, at its option and expense, procure a standard Owner’s Policy of Title Insurance from the Escrow Holder insuring that Seller’s interest in the Property is vested in Buyer.
 - d. Real Estate Taxes and Assessments. Seller shall pay any delinquent real estate taxes, liens and assessments on the Property and any outstanding amount(s) shall be withheld from the purchase price. Real Estate taxes and assessments payable in 2019 shall be pro-rated to the Closing Date. Buyer shall pay the City of Saint Paul Street Maintenance Service Program fee and Storm Sewer System Charge to be invoiced in the second half of 2019. Buyer shall pay all real estate taxes and assessments payable beyond 2019.
 - e. Other costs, fees. Buyer shall pay all other typical closing costs, including deed tax, conservation fee, title examination fee, Escrow Holder closing fee and recording fees.

6. **Relocation Assistance.** Seller agrees to waive any and all claims to relocation benefits provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act as the property is currently vacant. Seller also agrees that ownership of any personal property remaining on the Property as of the Closing Date shall transfer to Buyer.
7. **Hazardous Waste.** Seller shall provide an affidavit at Closing indicating that Seller has not used or permitted the use of the Property as a hazardous waste disposal facility as defined in section 115A.03 Subd. 10 of Chapter 121 of the Laws of Minnesota of 1983. Seller makes no representation as to whether the Property is subject to or contaminated by any hazardous substance, hazardous waste, pollutants or contaminants as defined in Section 115B.02 of the Minnesota Statutes.
8. **Well Disclosure.** Except for any wells disclosed to Buyer in writing, Seller is not aware of any wells on the Property.
9. **Seller's Promise Not to Further Encumber.** Seller shall not, without the prior written consent of Buyer, make any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.
10. **Seller's Representations.** Seller makes the following representations:
 - a. At Closing, Seller will have the power to sell, transfer and convey all of Seller's right, title and interest in and to the Property in accordance with the terms and conditions of this Agreement.
 - b. Seller represents and warrants that it is not a "foreign corporation" as defined in Section 1445 of the Internal Revenue Code. Seller's United States Taxpayer Identification Number is 83-6647376.
11. **Binding on Successors.** This Agreement shall be binding not only upon the parties hereto, but also upon their heirs, personal representatives, assigns, and other successors in interest.
12. **Notices.** Any notices in connection with this Agreement shall be given to the intended party by U.S. mail, postage prepaid, or by hand delivery, at the respective addresses set forth in the Recitals of this Agreement.
13. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.
14. **Assignment.** Buyer may not assign its interests under this Agreement without the written

consent of Seller.

15. **Survival.** All warranties and representations made in this Agreement shall survive the Closing and the conveyance of title to the Property. This Agreement and all obligations provided shall, to the extent not fully satisfied and performed by or through the Closing, survive the Closing and the conveyance of title to the Property.
16. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
18. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
20. **Risk of Loss.** All risk of loss shall be with Seller until Closing. In the event the Property is destroyed or damaged in a manner that results in a material loss of value of the Property prior to Closing, Buyer shall have the right at its option to terminate this Agreement by written notice to Seller, in which case this Agreement shall terminate, and the parties shall have no further obligation to each other hereunder.
21. **Possession.** Seller shall deliver possession of the Property concurrently with Closing.

[The remainder of this page is left intentionally blank.]

**SEPARATE SIGNATURE PAGE
OF SELLER
AGREEMENT FOR SALE AND PURCHASE**

IN WITNESS of the foregoing provisions Seller has executed and delivered this Agreement as of the date set forth below.

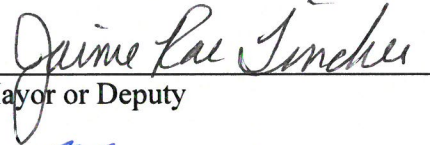
SELLER (Annie R. Montgomery-Jordan,
as the Personal Representative of the Estate
of Annie Laura McKinney)


By:  dotloop verified
04/04/19 8:32 PM CDT
BWKN-CJUL-M11J-WDFO

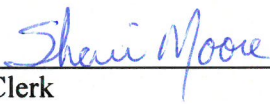
**SEPARATE SIGNATURE PAGE
OF BUYER
AGREEMENT FOR SALE AND PURCHASE**


IN WITNESS of the foregoing provisions Buyer has executed and delivered this Agreement as of the date set forth below.

BUYER (City of Saint Paul, Minnesota)

By: 
Its Mayor or Deputy

By: 
-for Its Director of Financial Services

By: 
Its City Clerk

By: 
Its Director of Parks and Recreation or
designee

Approved as to form:

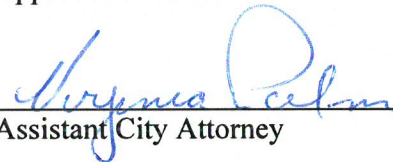

Assistant City Attorney

Exhibit A

Legal Description of the Property

1298 Arlington Avenue East – Parcel ID No. 22-29-22-32-0119

All that part of Government Lot One (1) Lying West of the Northern Pacific Railway right-of-way in the Southwest Quarter (SW 1/4) of Section 22, Township 29, Range 22, Ramsey County, Minnesota.

Abstract Property

EXECUTIVE SUMMARY

Brief Description: A vacant single family home with considerable deferred maintenance overlooking Lake Phalen and adjacent to public land.

Address: 1298 Arlington Ave E
St. Paul, MN 55106

Fee Owner: Ann Mc Kinney

Land Size: .89 acres/50' of frontage

Zoning: R-4, One family

Easements: None known to exist

PID #: 22.29.22.32.0119

RE Taxes Payable: \$4,310

Report Content: Appraisal Report

Date of Value Opinion: March 28, 2019

Market Value: \$240,000

Appraiser: Dwight W. Dahlen, MAI, SRA

DAHLEN, DWYER, FOLEY & TINKER, INC
55 East 5th Street; Suite 1220
St. Paul, MN 55101
(651) 224-1381