



FLUEGEL LAW FIRM P.A.

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Donald J. Fluegel *
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June 30, 2017

Hastings Economic Development & Redevelopment Authority
Attn: John Hinzman, Executive Director
101 East 4th Street
Hastings MN 55033

Re: Legal Services

Dear John:

I am writing to confirm the scope and terms of our representation of the Hastings Economic Development & Redevelopment Authority ("HEDRA"). We appreciate the opportunity to serve HEDRA and its representatives in this capacity.

We agree to provide legal services to HEDRA on an as needed basis and at the will of the HEDRA Board. Our services may be terminated at any time by HEDRA with or without cause. We agree to provide legal services in a diligent and legally competent manner. As requested by HEDRA, we agree to attend HEDRA and other meetings, to advise HEDRA and its staff with regard to development legal and procedural matters, to assist in negotiations with developers, to prepare necessary legal documents including development and loan agreements, and to provide any additional legal services requested by HEDRA.

With this transition resulting from the retirement of the prior HEDRA attorney, I have recommended that HEDRA also retain the services of Andrea McDowell Poehler of the Campbell Knutson firm who will be able to provide more specialized legal services on matters of economic development activities including development, redevelopment, enforcement, business subsidy requirements, tax abatement, HRA and TIF plan/amendment preparation and property and real estate law and property sales and acquisitions. In addition, that firm may also work on grant agreements (federal, state and non-profit), local loan agreements and TIF, tax abatement, business subsidy and development agreements. I agree to work cooperatively and efficiently with Ms. McDowell Poehler so as to ensure HEDRA receives competent legal services, without duplication, and in a cost effective manner. I will notify you from time to time when I believe it is appropriate to utilize the services of Ms. McDowell Poehler and her firm and you will always have the ability to approve or not approve those services. A separate agreement for legal services between HEDRA and Campbell Knutson is submitted herewith for consideration and approval of HEDRA.

I will be the primary attorney at our firm providing legal services to HEDRA and I will bill at the rate of \$225.00 per hour. Work performed by our real estate or other paralegals will be billed at

the rate of \$125.00 per hour. HEDRA may, based on its policies, pass the cost of our legal services through to third parties. We will submit monthly or if requested, on a per project basis, invoices for our legal services and also for cost advances which may include real estate filing or recording fees, real estate record search fees, postage, and photocopies at our standard rates. Our firm will maintain at our cost professional liability insurance.


We agree to abide by applicable provisions of the Minnesota Government Data Practices Act and we acknowledge all transactional and financial data may be subject to audit by the Minnesota State Auditor for a period of 6 years.

I agree to notify you and HEDRA immediately if at any time I determine our representation of the City of Hastings may in any way create a legal conflict of interest for me in representing HEDRA and in that case, we anticipate HEDRA will utilize the services of Ms. McDowell Poehler for that project or projects.

Upon approval of these terms of service by HEDRA, I ask that you simply reply by correspondence confirming whether our services are approved. I look forward to continuing our service to you and HEDRA and I very much appreciate the opportunity.

Very truly yours,

FLUEGEL LAW FIRM P.A.



Daniel J. Fluegel

DAN/ksk
Enclosures

**AGREEMENT FOR LEGAL SERVICES BETWEEN
THE HASTINGS ECONOMIC DEVELOPMENT
AND REDEVELOPMENT AUTHORITY AND
CAMPBELL KNUTSON, *Professional Association***

THIS AGREEMENT, effective July ____, 2017, is by and between the **HASTINGS ECONOMIC DEVELOPMENT AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota ("HEDRA") and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform general legal services for HEDRA as follows:

1. Legal Action: The Attorney will be involved in any areas where HEDRA faces legal action where the expertise required is specialized and not a part of services provided by the City Attorney's Office.
2. Advisor to the City Council, HEDRA, Committees and Staff: As requested, the Attorney may act as advisor to the City Council, and related advisory committees on development and redevelopment matters. These functions may include attending specific City Council and HEDRA meetings and committee meetings as are requested by the City Administrator, Community Development Director, Economic Development Coordinator or City Council. These activities include the preparation of opinions on development legal issues and procedural matters. The Attorney may act as City legal counsel in negotiations and projects involving Developers. The Attorney may need to attend City Council, HEDRA and other Commission Meetings upon request from the City Administrator and/or designee.
3. Development and Redevelopment Projects: The firm will also provide counsel on matters of economic development activities including development, redevelopment, enforcement, business subsidy requirements, tax abatement, HRA and TIF plan/amendment preparation and property and real estate law and property sales and acquisitions. The firm may also

review Grant Agreements (Federal, State, Non-Profit), local loan agreements and TIF, Tax Abatement, business subsidy and development agreements.

4. Miscellaneous Legal Issues: In addition, the Attorney's office is involved in areas such as negotiation for the acquisition, sale or transfer of title to personal property on development projects and preparation of appropriate documents.

B. The Attorney shall be engaged as an independent contractor and not as a HEDRA employee. The Attorney is free to contract with other entities.

2. TERM.

It is anticipated that these services will be provided by the Attorney to HEDRA of a term of three (3) years from the date of approval of this Agreement by HEDRA, subject to the following:

A. The Attorney shall serve at the pleasure of the Board of Commissioners of HEDRA, and this Agreement may be terminated without cause by resolution of the Board of Commissioners of HEDRA.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give HEDRA sixty (60) days written notice before the termination becomes effective.

3. FEES/PAYMENT.

A. *Attorneys* - \$225.00 per hour, *Legal Assistants/Law Clerks* - \$90.00 per hour.

B. *Pass-through Legal Services*: The customary hourly rate of the particular attorney doing the work, ranging from \$150.00 to \$350.00 per hour, for legal services that are to be passed through to third parties according to HEDRA's policies.

C. *Costs*: Out-of-pocket costs are actual costs without mark-up. Costs include:

- Westlaw Research
- Filing or recording fees
- Postage of 50¢ or more
- Photocopies at 20¢ per copy
- Litigation (court filing fees, expert witnesses, acquisitions, subpoenas, service of process, etc.)

D. HEDRA will pay for services within thirty (30) days of receipt of a statement for services rendered.

4. INSURANCE AND INDEMNIFICATION. The Attorney will purchase and maintain sufficient insurance to protect the Attorney against a claim for legal malpractice.

5. MISCELLANEOUS.

A. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

B. *Entire Agreement.* This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

C. *Data Practices.* The Attorney agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. The Attorney understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Attorney in performing those functions that HEDRA would perform as a government entity, is subject to the requirements of Chapter 13 and the Attorney must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Attorney to provide the public with access to public data if the public data is available from HEDRA, except as required by the terms of this Agreement.

D. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of HEDRA.

E. *Savings Clause.* If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

F. *Effective Date.* This Agreement shall become effective upon its execution by HEDRA and the Attorney. This Agreement shall not be modified or amended without the approval in writing of HEDRA.

Dated: _____, 2017.

**HASTINGS ECONOMIC DEVELOPMENT
AND REDEVELOPMENT AUTHORITY**

BY: _____
Dennis Peine, President

AND _____
John Hinzman, Executive Director

Dated: _____, 2017.

**CAMPBELL KNUTSON
*Professional Association***

BY: _____
Andrea McDowell Poehler, President