

City of Ramsey
Agenda
City Council Work Session
Tuesday February 15, 2011
6:30 p.m. or immed. following Public Works
Lake Itasca Room 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Topics for Discussion**
 1. Project update for City improvement project #09-21; Armstrong Boulevard interchange
 2. Bury & Carlson Parcel - Sale Opportunity for Prospective Business
 3. Update for The Falls Cafe / Wells Catering Project
- 3. Future Topics for Discussion - *See Attached Calendar***
 - 1. Future Topics Calendar**
- 4. Mayor/Council/Staff Input**
- 5. Adjournment**

Date: 02/15/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Project update for City improvement project #09-21; Armstrong Boulevard interchange

Background:

The City entered into a Joint Powers Agreement (JPA) with Anoka County on May 12, 2005 for construction of certain regional roadway improvements associated with Ramsey Town Center. One of the associated projects was the upgrade of Armstrong Boulevard at TH 10, with planned upgrades similar to those already completed on Ramsey and Sunfish Lake Boulevards. The Armstrong project was scheduled for construction in 2009; however during the plan approval process in 2008 the City Council directed staff to investigate the option of constructing an overpass instead of the proposed interim improvements. The City Council agreed to a JPA revision on March 10, 2009, and City and County staff began investigating options for an Armstrong Boulevard interchange over the BNSF railroad tracks and TH 10 with the chosen consultant WSB Engineering.

The project team is preparing for the third public open house, scheduled for Thursday February 24, 2011, and staff would like the Council to get a firsthand look at the information that will be presented at that meeting. Staff and a representative from WSB will be in attendance to present the information that has been compiled to date and answer any questions the Council may have related to this project.

Funding Source:

N/A

Council Action:

This item is for informational purposes only.

Attachments

Open house mailing

Form Review

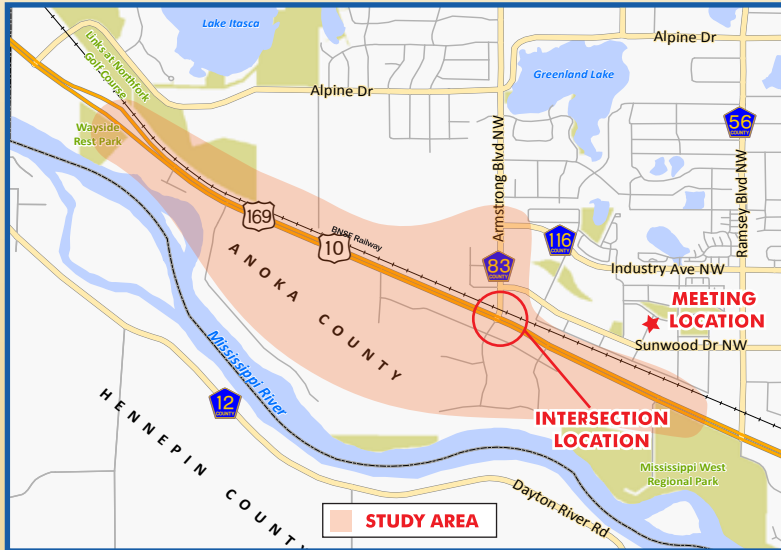
Inbox	Reviewed By	Date
Brian Olson	Brian Olson	02/09/2011 12:41 PM
Kurt Ulrich	Jo Thieling	02/10/2011 10:16 AM
Diana Lund	Diana Lund	02/10/2011 10:35 AM

Form Started By: Tim Himmer
Final Approval Date: 02/10/2011
Started On: 02/07/2011 04:33 PM

US 10 AT CSAH 83 (ARMSTRONG BLVD.)

PRELIMINARY DESIGN AND ENVIRONMENTAL ASSESSMENT

3RD OPEN HOUSE



Anoka County, the City of Ramsey, and Mn/DOT are partnering to improve the safety and congestion issues at the US 10/CSAH 83 (Armstrong Blvd) intersection. Details about the preferred interchange concept, developed through study and public input, will be for review. County, city, and Mn/DOT officials will be available for discussion and questions.

Date:
Thursday, February 24, 2011
4:30 p.m. - 6:30 p.m.

Location:
Ramsey City Hall
Alexander Ramsey Room
7550 Sunwood Drive NW
Ramsey, MN 55303

All public meeting information can be viewed on the project website at <http://www.ci.ramsey.mn.us/departments/engineering/csa83.aspx>. If you are unable to attend or have specific questions, please contact Anoka County Project Manager Jack Corkle at 763-862-4219 or Ramsey Public Works Director Brian Olson at 763-433-9825.

WSB & Associates, Inc.
701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416

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WE WANT
**YOUR
INPUT**



US 10 AT CSAH 83
(ARMSTRONG BLVD.)

PRELIMINARY DESIGN AND
ENVIRONMENTAL ASSESSMENT PROJECT



|||||
T1 P1 *****AUTO**5-DIGIT 55303
DUBOIS PROPERTIES LLC
OR CURRENT OCCUPANT
14160 BASALT ST NW
RAMSEY MN 55303-4567



Date: 02/15/2011**By:** Aaron Backman
Administrative Services

Information**Title:**

Bury & Carlson Parcel - Sale Opportunity for Prospective Business

Background:

During the last week of January the Community Development Department for the City was contacted by a significant manufacturing company in Minneapolis indicating that it was looking for an additional industrial site.

The company needs to add capacity to meet customer demand. It is seeking an expansion site of approximately 15 to 20 acres. They would have a high demand for electricity and natural gas. Since initial contact the Economic Development/Marketing Manager has undertaken the following:

1. The next day the Econ. Dev./Marketing Mgr met with Jeff LaFavre (Integrust Advisory Group) and Doug Johnson (Oliver Real Estate) re building opportunities and real estate services they might be able to provide the Ramsey project. (Mr. LaFavre has a strong background in land sales negotiations, has industry credibility when working with other brokers representing prospective clients (in this case, the other broker is CB Richard Ellis), and has good contacts with investors and developers in the Twin Cities that can build industrial buildings.
2. On 1/28/11 the Econ. Dev./Marketing Mgr held a meeting with Connexus Energy and Mike Mulrooney, CMDC, re this manufacturing company and discussed location options. Several sites discussed were the Molin Concrete location and the Connexus Outlot A location.
3. During early February the Econ. Dev./Marketing Mgr provided real estate and tax info to Connexus, and had several TIF runs accomplished re the Molin and Connexus properties. Subsequently the Bury and Carlson location was also added for consideration.
4. On 2/4/11 there were five of us that met with senior management of the company in Minneapolis, including the President, VP of Ops, Dir. of Engineering, CFO and the Plant Manager. The meeting was very positive. Management indicated that their preference was for an existing building, but if that was not available then a new 100,000 sq. ft building would be built. Their timeline is aggressive—they want to be operational by the end of summer and they have already ordered production equipment. The Ramsey sites in order of their preference: Molin, Bury & Carlson, Connexus.
5. Mr. Lafavre contacted the owner of the Molin property yesterday. It's not for sale even though there is no production at the present time. Mr. Molin indicated that that Molin Concrete wants to restart production at that location in the near future (possibly by late 2011).
6. Moving to Plan B on 2/7/11, the Econ. Dev./Marketing Mgr talked with the manufacturing company re the Bury & Carlson site. They are appreciative of the interest we have shown them and they would be very interested in that location.
7. To meet the timelines, the City needs to show the company that we have a workable site available to them in Ramsey. At the City Council Work Session on 2/8/11, the Econ. Dev./Marketing Mgr asked whether the City Council would consider selling the Bury & Carlson site for a new business. The consensus of the councilmembers was affirmative.
8. To keep the process moving the Econ. Dev./Marketing Mgr is recommending that we have an agreement with Jeff LaFavre of Integrust Advisory Group to provide real estate services for this project. Mr. Lafavre has extensive real estate experience--he was co-founder of the United Properties Corporate Services Division, and principal with Colliers Turley Martin tucker (now Cassidy Turley). Mr. LaFavre would be representing the City. What is proposed is an exclusive listing agreement. The brokerage fee would be 5% (if there is a cooperating broker, the 8% fee would be split 50-50), see attached agreement.

Funding Source:

Direct fees pertaining to an agreement with Integrust Advisory Group would come from land sale proceeds, EDA funds, and/or TIF funds.

Council Action:

Consider approving a commercial exclusive listing agreement with Integrust Advisory Group pertaining to the Bury & Carlson site.

Attachments

Listing Agreement

Bury & Carlson Site Map

Form Review

Inbox

Kurt Ulrich

Form Started By: Aaron Backman

Final Approval Date: 02/10/2011

Reviewed By

Jo Thieling

Date

02/10/2011 02:29 PM

Started On: 02/10/2011 10:43 AM

**COMMERCIAL EXCLUSIVE
LISTING AGREEMENT SALE**

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date February 8, 2011

2. Page 1

3. IN CONSIDERATION OF the Agreement of Integrust Advisory Group, LLC
4. (hereinafter referred to as "BROKER") to undertake to sell the property hereinafter described, the City of Ramsey,
5. Minnesota (hereinafter referred to as "SELLER") grants to BROKER the exclusive
6. right to sell or contract to sell the property at and within the City of Ramsey, MN for the exclusive use by or assigns
7. Metal Matic
8. and legally described as legal to govern
9. _____
10. (hereinafter referred to as the "PROPERTY") for the period from the date hereof through and including
11. February 28, 20 12, for the sum of fair market value before public subsidies or discou
12. upon the following terms cash at closing or with an option to purchase at a defined date
13. _____
14. or at any other price, terms or exchange to which SELLER may consent.
15. SELLER understands that BROKER may list other properties during the term of this Agreement which may compete
16. with SELLER'S PROPERTY for potential buyers.

SELLER'S OBLIGATIONS

17. _____
18. It is agreed that SELLER shall promptly furnish BROKER with complete information concerning any person who
19. during the period of this Agreement makes inquiry to SELLER regarding the sale, exchange or lease of the PROPERTY.
20. If the PROPERTY is sold, SELLER hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract
21. or a Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state and
22. federal judgments and liens, and to execute or cause to be executed a deed conveying title to the PROPERTY to the
23. buyer and any further documents as may be required to consummate the sale in accordance with the terms above
24. designated or with the terms to which SELLER may hereafter consent.
25. SELLER further agrees to promptly notify BROKER of any notices pertaining to the PROPERTY which are hereafter
26. received during the term of this Agreement.
27. It is further agreed that SELLER shall permit BROKER to erect a "For Sale" sign on the PROPERTY and to remove
28. all other "For Sale" signs from the PROPERTY during the period of this Agreement. It is further agreed that SELLER
29. shall permit BROKER to erect a "Sold" sign on the PROPERTY for a period of thirty (30) days following the sale or
30. exchange of the PROPERTY by BROKER. SELLER shall permit BROKER to place information on the Minnesota
31. Commercial Property Exchange (MCPE) and the Internet concerning the PROPERTY. Broker may notify the MCPE
32. and member REALTORS® of the price and terms of the sale.

33. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
34. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

COMPENSATION

35. _____
36. It is further agreed that SELLER shall pay BROKER a brokerage fee of 5/8 co-op percent (%) of the price for which
37. the PROPERTY is sold or exchanged; or \$ N/A, whichever is greater, upon occurrence of any of
38. the following conditions:
39. 1. The sale, contract for sale, exchange or conveyance of the PROPERTY during the period of this Agreement by
40. BROKER or any other person, including, but not limited to, SELLER, or any other agent or broker not a party to this
41. Agreement, in accordance with the price, terms or exchange as set forth herein or as otherwise consented to by
42. SELLER.

COMMERCIAL EXCLUSIVE LISTING AGREEMENT SALE

43. Address City of Ramsey, MN
44. Page 2

- 45. 2. If a buyer is procured, whether by BROKER, SELLER or anyone else, who is ready, willing and able to purchase
- 46. the PROPERTY at the price and terms set forth above and SELLER refuses to sell.
- 47. 3. If SELLER agrees to sell the PROPERTY before this contract expires, and SELLER refuses to close the sale.
- 48. 4. If SELLER removes PROPERTY from the market before expiration of this Listing Agreement.
- 49. 5. If SELLER grants an option to purchase the PROPERTY, SELLER shall compensate BROKER, as provided herein,
- 50. based on the price paid for the option and for any extensions thereof. This compensation shall be paid upon receipt
- 51. by SELLER of any such payments. In the event such option is exercised, whether during the term of this Agreement,
- 52. or within 36 months thereafter, SELLER shall also compensate BROKER on the gross sales price of the
- 53. PROPERTY in accordance with the provisions herein.

54. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof
55. is applied to the sales price of the PROPERTY, then any compensation previously paid by owner to BROKER on
56. account of such option payments shall be credited against the compensation payable to BROKER on account of
57. the exercise of the option.

- 58. 6. During the term of this Listing Agreement or within 180 days (not to exceed 180 days, except for the purchase
- 59. or sale of a business in which case it cannot exceed two (2) years) after the expiration of this Listing Agreement:
- 60. (i) the PROPERTY is acquired by a public authority; (ii) an agreement to acquire the PROPERTY is reached with a
- 61. public authority; or (iii) a public authority institutes eminent domain/condemnation proceedings to acquire the
- 62. PROPERTY.

- 63. 7. SELLER contributes or conveys the PROPERTY or any interest therein to a partnership, joint venture or other
- 64. business entity during the term of this Agreement in lieu of a sale of the PROPERTY during the term of this
- 65. Agreement.

- 66. 8. SELLER is a partnership or other business entity, and an interest in the partnership or other business entity is
- 67. transferred, whether by merger, outright purchase or otherwise in lieu of sale of the PROPERTY during the term
- 68. of this Agreement.

- 69. 9. If within 180 days (not to exceed 180 days, except for the purchase or sale of a business in which case
- 70. it cannot exceed two (2) years) after the end of this Agreement, SELLER sells or agrees to sell the PROPERTY to
- 71. anyone who has made an affirmative showing of interest in the PROPERTY by responding to an advertisement
- 72. or by contacting the BROKER or salesperson involved or has been physically shown the PROPERTY by the
- 73. BROKER or salesperson. It is understood that BROKER shall not seek to enforce collection of a compensation
- 74. under this subparagraph nine (9) unless the name of the prospect is on a written list given to SELLER within 72
- 75. hours after expiration of this Listing Agreement.

76. SELLER further agrees that in the event a lease of the PROPERTY is entered into (a) during the term of this Listing
77. Agreement, or (b) during the period set forth in subparagraph nine (9) above with a person or entity as described
78. therein, then SELLER shall pay BROKER a leasing commission of 3% of total lease payment amt., which shall
79. be due and payable upon execution of the lease or as otherwise agreed in writing.

80. As security for BROKER's compensation, SELLER hereby grants to BROKER a security interest in the proceeds from
81. the sale or lease of the PROPERTY described herein and any title company or other closer who conducts the closing
82. on the sale or lease of the PROPERTY described herein is directed to disburse the BROKER's compensation provided
83. hereunder to the BROKER at the time of closing.

SELLER'S REPRESENTATIONS

- 84. SELLER has full legal right to sell or lease the Property.
- 85. SELLER certifies that as of the date of execution of this Agreement, SELLER has not received any notice of building,
- 86. health or fire code violations, nor notice of hazardous waste on the PROPERTY, nor notice of condemnation pertaining
- 87. to the PROPERTY, except as herein noted (if none, state "none"): None
- 88. _____
- 89. _____
- 90. _____

COMMERCIAL EXCLUSIVE LISTING AGREEMENT SALE

91. Address City of Ramsey, MN

92. Page 3

93. **CERTIFICATION INDIVIDUAL TRANSFEROR**

94. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must
95. be notified in writing, and must withhold tax if the transferor (SELLER) is a foreign person and the sale
96. price exceeds \$300,000. In the event transferor (SELLER) is a foreign person and the sale price exceeds
97. \$300,000, requirements of the 1980 Foreign Investment in Real Property Tax Act (FIRPTA) will be fulfilled.

98. SELLER states and acknowledges the following:

99. I am a citizen of the United States or, if a corporation, partnership or other business entity, duly incorporated in the
100. United States, or, if a partnership or business entity, formed and governed by the laws of the United States:

101. Yes No

102. If "No," please state country of citizenship, incorporation or the like: _____

103. Under the penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and
104. belief, it is true, correct and complete.

105. **FORFEITURE OF EARNEST MONEY**

106. If a buyer of the PROPERTY defaults and as a result forfeits the earnest money, SELLER shall receive 80

107. percent (%) and BROKER shall receive 20 percent (%) of the earnest money.

108. **COOPERATING BROKERS**

109. SELLER hereby permits BROKER to share part of BROKER'S compensation with other real estate brokers, including
110. brokers only representing the buyer.

111. **CLOSING SERVICES**

112. After a purchase agreement for the PROPERTY is signed, arrangements must be made to close the transaction.

113. SELLER understands the SELLER may arrange for a qualified closing agent or attorney to conduct the closing, or

114. SELLER may ask BROKER to arrange for the closing. SELLER understands that SELLER may be required to pay

115. certain closing costs which may effectively reduce the proceeds from the sale. SELLER has indicated his/her/its

116. choice for closing services (*initial one*).

117. _____ SELLER wishes to have BROKER arrange for closing services.
(Seller) (Seller)

118. _____ SELLER shall arrange for closing services.
(Seller) (Seller)

119. **MISCELLANEOUS**

120. 1. This Agreement is binding upon the heirs, successors and assigns of the parties.

121. 2. All of the representations and covenants of this Agreement shall survive and be enforceable after termination of
122. this Agreement.

123. 3. In the event of any litigation instituted by SELLER or BROKER to enforce the provisions of this Agreement, the
124. prevailing party shall recover reasonable attorneys' fees, costs and expenses from the other party.

125. 4. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written
126. agreements between the parties relative to the provisions herein. No amendment, modification or extension of

127. this Agreement shall be valid or binding unless made in writing and signed by both SELLER and BROKER.

128. 5. This contract shall be governed by the laws of the State of Minnesota.

129. _____ (SELLER) _____ (BROKER)

130. _____ (Date) By: _____ (Agent)

131. _____ February 8, 2011
(Date)



Map created with ArcIMS - Copyright (C) LOGIS GIS 2005

S PID: 273225340009
S Address:
S Zip Code: 55303
A Legal Desc: LOT 1 BLK 1 BURY & CARLSON ADD EX RD, SUBJ TO EASE OF REC

Owner Information [Return to Top](#)

A Owner: CITY OF RAMSEY
A Taxpayer: CITY OF RAMSEY
A Tax Address: 7550 SUNWOOD DR
A Tax City: RAMSEY
A Tax State: MN
A Tax Zip: 55303

Zoning/Land Use Information [Return to Top](#)

S Area [SqFt]: 866236.842043
S Perimeter [Ft]: 4466.59023181
S Acres: 19.88614147
A Year Built:

Assessing Information [Return to Top](#)

A Current Total: \$1,266,100.00
A Current Land: \$1,266,100.00
A Current Build:
A Current Feature:
A Current Class:
A Special Assess:

Sales Information [Return to Top](#)

A Sale Price: \$1,593,500.00
A Sale Date: 20080328
A Tax Capacity: \$24,572.00

Permit Information [Return to Top](#)

Date: 02/15/2011

By: Aaron Backman
Administrative Services

Information

Title:

Update for The Falls Cafe / Wells Catering Project

Background:

It has been a long-standing goal of the City of Ramsey to attract new, quality full-service restaurants to the community. To that end last year the EDA participated in assistance to the building owner for the addition of Acapulco Mexican Restaurant in the Coborn's anchored retail center in The COR.

In July of 2010 the EDA preliminarily approved assistance for The Falls Cafe / Wells Catering project to be located in The Ramsey Office Plaza building. The EDA preliminarily approved a \$68,000 RLF loan for 10 years at 4.5% interest to George Wells; and to provide a zero interest, forgivable loan (currently estimated to be \$55,000) to the developer to offset projected SAC/WAC fees associated with the new restaurant. On 2/7/11 the Econ. Dev./Marketing Mgr received the executed copy of the lease agreement between George Wells, Wells Catering Service, Inc., and Matt Kuker, Ramsey Retail Rental, LLC for the project. Mr. Kuker would undertake the extensive building modifications, estimated to be \$850,000, that will be necessary for this new restaurant in The COR. Following plan review, it is estimated that construction would take approximately 2 and one half months to complete.

The sit-down restaurant will now have 104 seats and a room for private events. Given the length of time between the EDA action and the present time, and modifications to the original coffee and deli concept, it was deemed important to update the City Council regarding this project. The principal of the business, George Wells, will provide a presentation to the council regarding his current plans. Mr. Kuker, the developer, will be available to respond to any construction questions the council has.

Funding Source:

EDA funding would be utilized for this project.

Council Action:

This is an update of The Falls Cafe / Wells Catering project.

Form Review

Inbox

Kurt Ulrich

Form Started By: Aaron Backman

Final Approval Date: 02/10/2011

Reviewed By

Jo Thieling

Date

02/10/2011 02:29 PM

Started On: 02/10/2011 10:46 AM

CC Work Session

Item #: 3. 1.

Date: 02/15/2011

By: Jo Thieling
Administrative Services

Information

Title:

Future Topics Calendar

Background:

Review list of future topics - calendar attached.

Funding Source:

N/A

Council Action:

No formal action necessary.

Attachments

Future Topics Calendar

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 02/10/2011

Reviewed By

Jo Thieling

Date

02/10/2011 10:16 AM

Started On: 02/08/2011

**Work Session Calendar
2011**

Month	Date	Topics for Discussion
Feb/March		<ul style="list-style-type: none"> • Update Public Nuisance Ordinance (Jim Way) • Road Reconstruction Program Development
March	1	<ul style="list-style-type: none"> • Conduct Board and Commission Interviews
March	22	<ul style="list-style-type: none"> • Presentation Housing Market Analysis and Update on NSP (Karen Skepper)
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> • Work with County to eliminate hard channeling in Ramsey and revise County policy • Look at pilot programs (e.g. volunteer programs – low maintenance) • Review code enforcement and abatement level of service • Proactively recruit residential development and seek builders input • Review Outside Storage in Industrial Areas • Seek feedback from developers re process, regulations, standards & fees - research our fees vs. other cities' fees • Review development fees and standards regarding construction • Implement credit cards and online bill pay • Develop TIF tracking plan with regard to fiscal disparities impact • Establish fund reserve policy • Review Dangerous Dog Ordinance and Signage w/re to Dog Park • Review City-owned lands and create plan for it • Review park programming and potential reallocation of parks • Construct boat landing at River's Bend • Build on outdoors/sportsmen's market (e.g. stock pond/lake) • Develop Office/Industrial Park west of Armstrong and South of U.S. Highway #10 • Game Fair – larger City presence. Get City of Ramsey mentioned in more of advertising • Coordinate COR marketing and City marketing • Create Master Plan 167th Avenue/Highway 47 – plan for redevelopment • Develop community center/indoor sports complex • Old Town Hall relocation • Review & revise Development Management contract and manage COR expenditures • Seek grant funding for transportation projects and service delivery • Complete US 10/ County Road 83 interchange design – pursue funding • Establish position on TH #47 South of Bunker to Highway #10

		<ul style="list-style-type: none">• Consider creation of a Transportation Taxing District• Review plan for US Highway #10 pedestrian overpass and connection with Municipal Center ramp• Review Dirt Road Elimination Policy (DREP)• Create opportunities for snowmobile, four-wheeler & golf cart use• Review sidewalk plowing policy • Review of Potential Accessory Structure Revised Standards• Review of New office Park Zoning Standards• Review of Escrow account Collection Procedure<ul style="list-style-type: none">○ Delinquent Accounts○ Updating Billable Time Procedure
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