

City of Ramsey
Agenda [Revised]
Economic Development Authority (EDA)
Thursday, January 10, 2019
7:30 am
Council Chambers, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Approve Agenda**
- 3. Approve Minutes**
 1. Approve the Following Meeting Minutes:
 - 1) EDA Regular Meeting - December 6, 2018
- 4. EDA Business**
 1. Consider Purchase Agreement for Lots 1, 2 and 3, Block 1, COR TWO; Case of RGH RAMSEY LLC (Portions may be closed to the public)
 2. Listing and Marketing of City Owned Land
 3. 2018 Business Retention and Expansion Presentation
 4. 2019 Business Expo Update
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

3. 1.

Meeting Date: 01/10/2019

By: Wendy Schlueter, Community
Development

Title:

Approve the Following Meeting Minutes:

1) EDA Regular Meeting - December 6, 2018

Purpose/Background:

Purpose: The purpose is to approve the meeting minutes for the EDA meeting held the prior month.

Background: The meeting minutes are attached for review and approval.

Notification:

Observations/Alternatives:

Funding Source:

Recommendation:

Action:

Motion to approve the following EDA meeting minutes:

1) EDA Regular Meeting - December 6, 2018

Attachments

EDA Minutes

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Sean Sullivan	01/03/2019 02:23 PM
Tim Gladhill	Tim Gladhill	01/03/2019 03:10 PM
Sean Sullivan	Sean Sullivan	01/03/2019 03:12 PM
Tim Gladhill	Tim Gladhill	01/03/2019 03:13 PM
Form Started By: Wendy Schlueter		Started On: 12/06/2018 02:19 PM
Final Approval Date: 01/03/2019		

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, December 6, 2018, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Brian Burandt
 Member Glen Hardin
 Member Dominic Kanaventi
 Member John LeTourneau

Members Absent: Member LeAnn Lambrecht
 Member Chris Riley

Also Present: Sean Sullivan, Economic Development Manager
 Tim Gladhill, Community Development Director
 Kurt Ulrich, City Administrator
 Brian Pankratz, CBRE

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Hardin, seconded by Member Kanaventi, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Kanaventi, Burandt, and LeTourneau. Voting No: None. Absent: Members Lambrecht and Riley.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated November 8, 2018

Motion by Member Hardin, seconded by Member Burandt, to approve the November 8, 2018, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Burandt, Kanaventi, and LeTourneau. Voting No: None. Absent: Members Lambrecht and Riley.

4. EDA BUSINESS

4.01: Consider Purchase Agreement for Harvest Estates 2nd Addition (former Municipal Center); Case of Meadow Creek Builders

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked how this site concept compares to the previously proposed concept.

Community Development Director Gladhill explained that the lot sizes would be slightly smaller with 65-foot-wide lots rather than 80-foot lots. He stated that the product would be detached townhomes with an HOA maintained area. He noted that the Planning Commission would flush out the details in terms of zoning. He summarized that there would be slightly smaller lots to provide the developer with three additional lots.

Chairperson Steffen noted that this proposed price is much better than the \$10,000 proposed by the previous developer. He asked if staff has any idea how the Planning Commission will react to this proposal.

Community Development Director Gladhill noted that the Planning Commission will review this concept the evening of December 6, 2018, therefore he does not know how they will react. He stated that there is another development in the area with 70-foot-wide lots.

Member Hardin stated that there was notification provided to adjacent property owners and asked if there has been any input from residents.

Community Development Director Gladhill stated that it is a bit early in the process for input from the public. He stated that the policy discussion tonight for the Planning Commission would be how they feel about 65-foot lots.

Economic Development Manager Sullivan stated that moving the Purchase Agreement forward and getting it executed gives some certainty to the developer to be able to move forward.

Chairperson Steffen asked if the property was listed after the last deal fell through and if there were other interested parties.

Economic Development Manager Sullivan stated that the property was re-listed and there was no other offers from other parties.

Member Hardin asked if there is an estimate for the cost of the fill that will be needed.

Economic Development Manager Sullivan stated that engineering staff reviewed the information the estimated price for fill provided by the developer is correct.

Motion by Member Burandt, seconded by Member Kanaventi, to recommend to City Council to approve the Purchase Agreement for Lot 25, Block 1, Harvest Estates.

Further discussion: Member LeTourneau stated that this is a good step forward as this would allow the City to sell the land and would also allow homes to be built on the property, which is what the neighboring property owners desire.

Motion carried. Voting Yes: Chairperson Steffen, Members Burandt, Kanaventi, Hardin, and LeTourneau. Voting No: None. Absent: Members Lambrecht and Riley.

4.02: Review Concept for 32 Unit Assisted Living and Memory Care Facility in The COR; Case of Suite Living (Hampton Companies)

Economic Development Manager Sullivan presented the staff report.

Brian Pankratz stated that Hampton Companies builds a product called Suite Living, which is a senior living product with a continuum of care. He stated that a number of these facilities have been constructed around the metro area and are single level on 1.5 to two acres. He stated that there is a well on the proposed site which would impact what could be done in the area directly around the well. He stated that in his opinion this product type would fit within Ramsey and within The COR as it would provide a close location for people to visit family members and would provide jobs.

Chairperson Steffen noted that the property is zoned for retail.

Community Development Director Gladhill stated that four or five years ago there was a proposal for a four to five story senior housing project on this site, for many of the same reasons Hampton Companies is interested in the site. He stated that there was a similar discussion at that time on whether the Commissions and Council would be interested in rezoning the parcel for housing. He stated that at that time the decision was to leave the property as retail. He noted that much has changed since that time and therefore staff is open to policy decision on whether the site should continue to be held for retail or whether that should be opened up for housing.

Mr. Pankratz stated that there is a medical care component provided by staff that would be working within the building.

Joel Larson, President of Hampton and Suite Living, stated that they have looked at several sites in the area and this is the number one choice because of the possibility of signage from Highway 10. He stated that they also like the site because of the proximity to the daycare, as they believe that is a good mix between the young and the old. He stated that they have a similar mix in another city and it works well. He stated that there are several of these projects under construction or operational and would welcome staff and Commission members to visit a site. He estimated that 22 to 25 full-time jobs would be created as a result this project.

Chairperson Steffen asked and confirmed that Mr. Larson's company would stay on as owner/operator after the project is constructed.

Mr. Pankratz stated that after construction there would be could be out lot on the Coborns corner that could be used in the future for a building or other use.

Mr. Larson stated that they would be flexible and could purchase the entire site or a portion of the site and leave an out lot with the City.

Chairperson Steffen asked if the visibility to Highway 10 is important.

Mr. Larson confirmed that visibility is important.

Chairperson Steffen asked if there is a waiting list for the other properties.

Mr. Larson stated that it is a need driven product, but there is a short waiting list. He stated that the properties are 100 percent occupied. He stated that they do also work with senior waivers, which allow placement of seniors that run out of funds.

Chairperson Steffen asked if the company would consider a lot interior to The COR.

Mr. Larson stated that they would look at it but noted that there are looking at ten different sites throughout the metro and will build about eight of the products in the next year. He was unsure that he would want to build on another site in Ramsey.

Member Hardin stated that this is not a residential setting, as the materials reference for the product.

Mr. Larson stated that there is a residential feeling because of the neighboring apartments and the daycare location next to the site. He stated that Ramsey is a growing area and people want their parents that need care closer to home.

Member Kanaventi stated that he would be interested in visiting an existing site.

Chairperson Steffen stated that four or five years ago a similar site use was declined. He stated that since that time more housing has been built within The COR and his hesitation is that if the City scratches a potential retail site for additional housing there could be concern from the community. He noted that this would also be a site where the residents would not be using the nearby retail locations.

Mr. Larson stated that it is correct that the residents themselves would not be leaving the site but the people visiting the site would use the nearby retail locations.

Member Hardin stated that he supports the project but does not believe that this is the right location. He suggested another location in The COR be looked at.

Member Burandt agreed that this is a great project but not the best location.

Economic Development Manager Sullivan stated that there are some additional sites within The COR that could fit the project but would also need to fit the needs of the developer. He asked if there is a criteria staff should use for determining a better location.

It was the consensus of the Board that the area surrounding Coborns should be reserved for retail.

Chairperson Steffen noted that there is a park with a lake that may be a good neighboring fit.

Mr. Larson stated that a park is not a big push because the residents are not leaving the site for the most part. He stated that traffic and adjacent activity is a big push for them.

Chairperson Steffen confirmed the consensus of the EDA that this is not the right site but to direct staff to work with the developer to determine if another site would work.

4.03: Consider Marketing Materials Update Proposal

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked if these would be mostly digital documents that would live online or whether the materials would also be printed and used.

Economic Development Manager Sullivan noted that material would be used online and also be printed depending on the audience. He believed that it is important to illustrate the story of the City in a professional manner in order to attract commercial/retail development and noted that the City's material is dated.

Member Hardin asked if the documents could be updated by staff when properties are sold.

Economic Development Manager Sullivan confirmed that the documents would be editable by staff.

Chairperson Steffen asked if the only difference between options A and B would be the interactive element.

Economic Development Manager Sullivan confirmed that is the only difference. He stated that he likes the flexibility and puts the City's best foot forward professionally.

Member Hardin asked if staff would be able to make the edits.

Community Development Director Gladhill explained that the templates are setup by the designer and staff is then able to update the templates with the information.

Chairperson Steffen stated that clearly the materials are out of date and therefore he would support this update.

Member Hardin stated that the interactive piece is a good feature to have.

Motion by Member Hardin, seconded by Chairperson Steffen, to approve marketing contract with WSB for Option B and COR Mapping Update for a cost not to exceed \$6,500.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Burandt, Kanaventi, and LeTourneau. Voting No: None. Absent: Members Lambrecht and Riley.

5. MEMBER / STAFF UPDATE

5.01: Receive Update on Concept Plan for Hotel/Multifamily Development in The COR; Case of Allied Development

Economic Development Manager Sullivan stated that a proposed development concept was included in the Board packet. The concept includes a hotel with retail on the first floor on the site owned by PSD. He stated that the second phase would include housing along Center Street. He stated that staff believes that this type of development in the area would be beneficial.

Chairperson Steffen noted that this project would be in the right spot and encouraged staff to continue to explore this project.

Member Hardin asked if there would be underground parking for the hotel.

Economic Development Manager Sullivan noted that this is very preliminary in nature and there is not underground parking proposed at this time. He stated that surface parking with the potential structured parking ramp would be possible.

Chairperson Steffen stated that there are unique features with retail on the first floor and a hotel above, with housing to come connected to that product. He expressed support for the project.

Member Burandt stated that he would also be supportive of hearing more about this project and moving forward.

Economic Development Manager Sullivan noted that he communicate on the support of the EDA to the developer.

Member LeTourneau stated that perhaps a comment should be made about parking. He noted that initially surface parking is considered but would like to see structured parking as an element not only for this use but as a shared use as the community continues to build out.

Chairperson Steffen noted that it would depend whether the structured parking would be an amenity for the hotel or the City. He noted that if the benefit is to the City, then the City would consider sharing in the cost if the structure. He stated that the sketch does show structured parking and asked if that was brought forward by the developer or suggested by staff.

Economic Development Manager Sullivan noted that the structured parking was suggested by staff, and the developer was open to that.

5.02: Other

Economic Development Manager Sullivan stated that the recent business networking event hosted by the EDA at the Fountains was a success. 120-130 people were estimated to be in attendance.

City Administrator Ulrich noted that the City held the tree lighting earlier this week with the biggest attendance yet, noting that the event continues to gain momentum.

6. ADJOURNMENT

Motion by Member Burandt, seconded by Member Hardin, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Burandt, Hardin, Kanaventi, and LeTourneau. Voting No: None. Absent: Members Lambrecht and Riley.

The regular meeting of the Economic Development Authority adjourned at 8:17 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Tim Gladhill
Community Development Director

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Economic Development Authority (EDA)

4. 1.

Meeting Date: 01/10/2019

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Consider Purchase Agreement for Lots 1, 2 and 3, Block 1, COR TWO; Case of RGH RAMSEY LLC (Portions may be closed to the public)

Purpose/Background:

RGH RAMSEY, LLC and City Staff have written the attached Term Sheet . RGH RAMSEY, LLC wishes to execute a purchase agreement according to the general terms and conditions outlined in the attached Term Sheet. The proposed purchase price is within the City's approved deal range for this parcel; however, it would require site plan approval compliant with COR zoning and vision.

The proposed purchase agreement includes a development concept that will be available at the time of the EDA meeting for review. The developer has expressed the need to have time to secure tenants and has asked for a longer time periods and the ability for extensions to close to accomplish this. The time periods, and extensions outlined in the term sheet and PA are not in line with the standard template. The earnest money and extension language is also new but it allows the money to be non-refundable more quickly. The following items are worth highlighting:

Earnest Money \$10,000 Non-refundable

Additional Earnest \$30,000, Non-refundable after each extension is exercised
Money (For Extensions)

Inspection Period INITIAL PERIOD: January 22, 2019-June 15, 2019(city requires plat/ site plan approval before sale)

Closing Within 30 days of notice to proceed. Can be extended six timesin one month increments.

Extensions Developer will deposit \$30,000 in escrow to be drawn down by City in \$5,000 increments per month extended starting on June 15, 2019. Once City draws down each monthly \$5,000.00 extension it becomes non-refundable.

Performance City to require construction of Building 1 by Developer and a Certificate of Occupancy to be issued by June 15, 2020. If this is not done, the City may exercise the Right of Re-Entry. City to require Building 2 to be constructed and a Certificate of Occupancy to be issued by June 15, 2021. If this is not done, the City may require the developer to make penalty payment in the amount of \$150,000(or as negotiated) to the City. (construction deadlines)

The proposed site layout will be presented at the EDA meeting.

Notification:

N/A

Observations/Alternatives:

N/A

Funding Source:

N/A

Recommendation:

Staff recommends approval of the attached Term Sheet to be incorporated into Purchase Agreement, which provides flexibility in the final determination of the site layout subject to City Attorney approval.

Action:

Motion to recommend that the City Council approve the attached Term Sheet and Purchase Agreement for Lot 1, 2, and 3, Block 1, COR TWO subject to City Attorney approval.

Attachments

Term Sheet

Purchase Agreement

Concept Plan

Form Review

Inbox

Sean Sullivan (Originator)
Tim Gladhill
Form Started By: Sean Sullivan
Final Approval Date: 01/04/2019

Reviewed By

Sean Sullivan
Tim Gladhill

Date

01/03/2019 06:24 PM
01/04/2019 09:08 AM
Started On: 01/03/2019 04:26 PM

Real Estate	Tax ID Numbers 28-32-25-23-0011, 28-32-25-23-0012 and 28-32-25-23-0013
Acreage	Approximately 3.97 acres or 172,933 SF
Asking Price	\$2,075,198 (\$12.00 / SF)
Offer Price	\$1,383,464 (\$8.00 / SF)
Earnest Money	\$10,000 Non-refundable
Additional Earnest Money (For Extensions)	\$30,000, Non-refundable after each extension is exercised
Inspection Period approval before sale)	INITIAL PERIOD: January 22, 2019-June 15, 2019 (city requires plat/ site plan approval before sale)
Closing	Within 30 days of notice to proceed. Can be extended six times in one month increments.
Extensions	Developer will deposit \$30,000 in escrow to be drawn down by City in \$5,000 increments per month extended starting on June 15, 2019. Once City draws down each monthly \$5,000.00 extension it becomes non-refundable.
City take care of	ALTA Survey and Title Work
Performance	City to require construction of Building 1 and a Certificate of Occupancy to be issued by June 15, 2020. If this is not done, the City may exercise the Right of Re-Entry. City to require Building 2 to be constructed and a Certificate of Occupancy to be issued by June 15, 2021. If this is not done, the City may require the developer to make penalty payment in the amount of \$150,000 (or as negotiated) to the City. (construction deadlines)
Assignment	Requires city approval if not same owners/ company
Review	EDA (Sean): Land Transaction/ Purchase Agreement/ Right of Re-Entry Planning Commission (Tim): Land Use, Development Agreement, Site Plan, Plat Council: Final Approval on both items

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **RGH RAMSEY LLC**, a Minnesota Limited Liability Company (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. EFFECTIVE DATE.** The effective date of this Agreement is **January 22, 2018** (the “Effective Date”).
- 2. SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller 3.97 acres of vacant land, legally described as follows:

Lots 1, 2 and 3, Block 1 COR TWO subject to easements as shown on Plat), Anoka County, Minnesota. (the “Property”)

Addresses: 7990, 7994 and 7992 Sunwood Drive Northwest, Ramsey, MN 55303

Anoka County Property Identification: 28-32-25-23-0011, 28-32-25-23-0012, 28-32-25-23-0012;

- 3. PURCHASE PRICE.** The purchase price for the Property is \$1,383,464.00 (the “Purchase Price”).
- 4. EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within (5) business days after the Effective Date, Buyer must deposit the sum of \$10,000 (the “Earnest Money”) and \$30,000.00 (the “Additional Earnest Money”) with Commercial Partners Title Company, 200 South 6th Street, #1300, Minneapolis, MN 55402 (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
 - If Buyer does not deposit the Earnest Money and Additional Earnest Money with Escrow Agent as required above, then Seller may terminate this Agreement by written notice to Buyer; provided, however, if Buyer deposits the Earnest Money with Escrow Agent before Seller exercises Seller’s right to terminate, Seller’s right to terminate is extinguished.

- b. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).
 - c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.
 - d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.
5. **SURVEY.** Seller shall, at Seller's expense, obtain an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) (the "Survey") from a duly licensed surveyor and deliver it to Buyer within thirty (30) days after the Effective Date. Buyer may arrange with the surveyor to include additional information on the Survey at Buyer's expense.

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception**." Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 10, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 10,

Buyer may, at any time with three (3) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three (3) business days after Buyer's receipt of Seller's Title Notice, then Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the Closing, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
 - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
 - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
 - d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
 - e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical

and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.

f. The cost of any test or additional survey work will be borne solely by Buyer.

8. PROPERTY SOLD AS IS. Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

9. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to **June 15, 2019** (the "**Inspection Period**") to investigate the Property and determine, in Buyer's sole judgment, whether (i) the condition of the Property is suitable to Buyer's intended use; and (ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plot the Property) and utilities necessary for Buyer's intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties

regarding Buyer's ability to obtain governmental approvals from the City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.

- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer's determination, in Buyer's sole and absolute discretion, that the condition of the Property is not suitable for Buyer's intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer's intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer's intention to proceed (a "**Notice to Proceed**") to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

10. DEFINITIONS. As used in this Agreement:

"Claim" or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"Hazardous Substance" or **"Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- 11. RELEASE.** By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or

under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

12. NOTICES. Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Pacific Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller: City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303
Email: kulrich@cityoframsey.com

Buyer: RGH RAMSEY, LLC
Rob Hardy
3024 Hermosa Road
Santa Barbara, CA 93105
Email: rhardy@ipg-us.com

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

13. CLOSING. This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement; provided, however, Buyer may extend the Closing a total of six (6) times, each time for a period of thirty (30) days at a cost of Five Thousand and 00/100's Dollars (\$5,000.00), by providing written permission to the Seller to draw \$5,000.00 for each extension from the Additional Earnest Money with Escrow Agent. Each \$5,000.00 extension payment to the City shall be non-refundable, but applicable to the Purchase Price. The Buyer will be refunded balance of The Closing shall take place at the offices of the Escrow Agent, or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price

and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid the necessity for a Closing at which the Parties are present.

- a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:
 - i. A limited warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
 - ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer; and
 - iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.
- b. **Buyer's Obligations at Closing.** At Closing, Buyer must:
 - i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement; and
 - ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.
- c. **Closing Costs.**
 - i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
 1. Seller's portion of the prorated property taxes.
 2. Seller's own attorney's fees.
 3. One-half the cost of any closing fees.
 4. The cost of real estate broker commission fees as prescribed in Section 15.

ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:

1. Buyer's portion of prorated property taxes.
2. Buyer's own attorney's fees.
3. One-half the cost of any closing fees.
4. Documentary and recording fees for the deed(s).
5. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.
6. State deed tax.

d. **Possession.** Seller must deliver possession of the Property to Buyer at Closing.

14. REAL ESTATE BROKERS. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than CBRE, Inc. ("Buyer's Broker"), which represents the Seller and the Buyer. Seller shall pay Broker as required by their agreement (5% of final sale price). Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

15. ASSIGNMENT. This Agreement may not be assigned without the written consent of the non-assigning Party. The Seller recognizes the Buyer intends to assign this Agreement to an affiliated special purpose entity that will be registered officially with the State of Minnesota.

16. THIRD PARTY BENEFICIARY. There are no third party beneficiaries of this Agreement, intended or otherwise.

17. JOINT VENTURE. Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners.

18. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

19. ENTIRE AGREEMENT / MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.

- 20. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 21. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
- 22. REMEDIES.**
- a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 12 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.
 - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Disbursement and the Remaining Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.
- 23. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.
- 24. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.
- 25. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 26. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.

27. COUNTERPARTS; DIGITAL COPIES. This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.

28. CONSTRUCTION DEADLINE. Buyer shall obtain a certificate(s) of occupancy from the City of Ramsey for the construction of Building 1(to be further defined) by June 15, 2020 and Building 2 by June 15, 2021. At Closing, a “Right of Re-Entry Agreement” must be executed and recorded to the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained or in the alternative, and at Seller’s sole discretion, Buyer shall pay Seller a \$150,000 penalty. In the event the penalty is not paid within 30 days of receipt of notice, Seller may certify the penalty to Anoka County as an assessment against the Property.

29. TIME PERIODS. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Pacific Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

30. PLATTING & DEVELOPMENT AGREEMENT. Buyer must obtain an approved final plat, development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards, including The COR Design Standards.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____
John LeTourneau, Mayor

Dated: _____, 2019

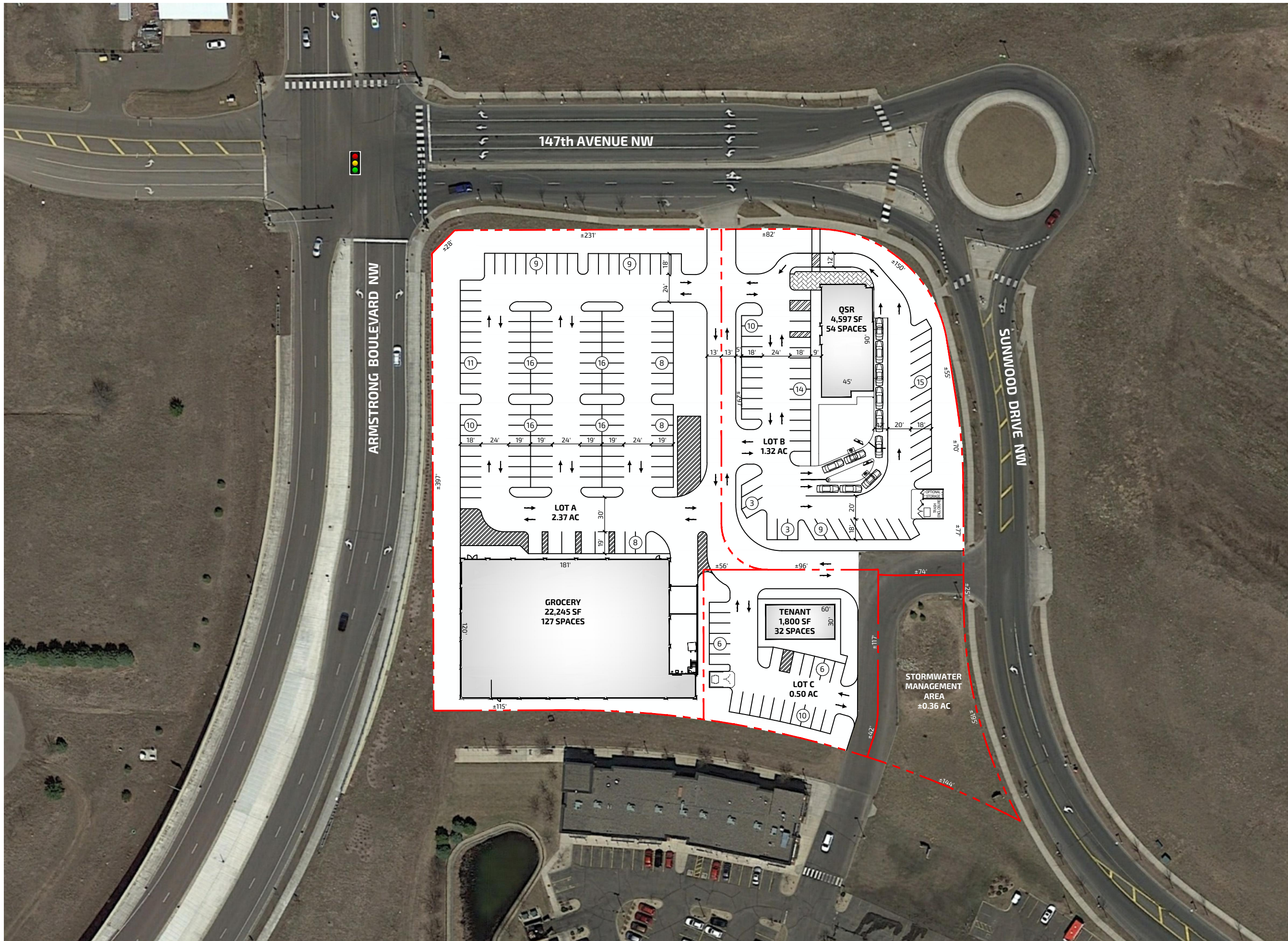
By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2019

BUYER: RGH RAMSEY, LLC, a Minnesota Limited Liability Company.

By: _____
Rob B. Hardy, Chief Manager

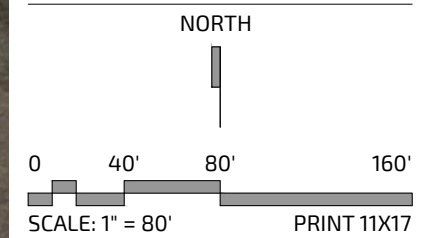
Dated: _____, 2019



SITE DATA

LOT A	
LOT AREA	±2.37 AC
BUILDING	22,245 SF - GROCERY
PARKING	127 SPACES
LOT B	
LOT AREA	±1.32 AC
BUILDING	4,597 SF - QSR
PARKING	54 SPACES
LOT C	
LOT AREA	±0.50 AC
BUILDING	1,800 SF - TENANT
PARKING	32 SPACES
POND	
LOT AREA	±0.36 AC

DEVELOPER
 ROB HARDY
 REAL ESTATE ADVISORY GROUP
 ACQUISITION/DEVELOPMENT
 SPECIALISTS



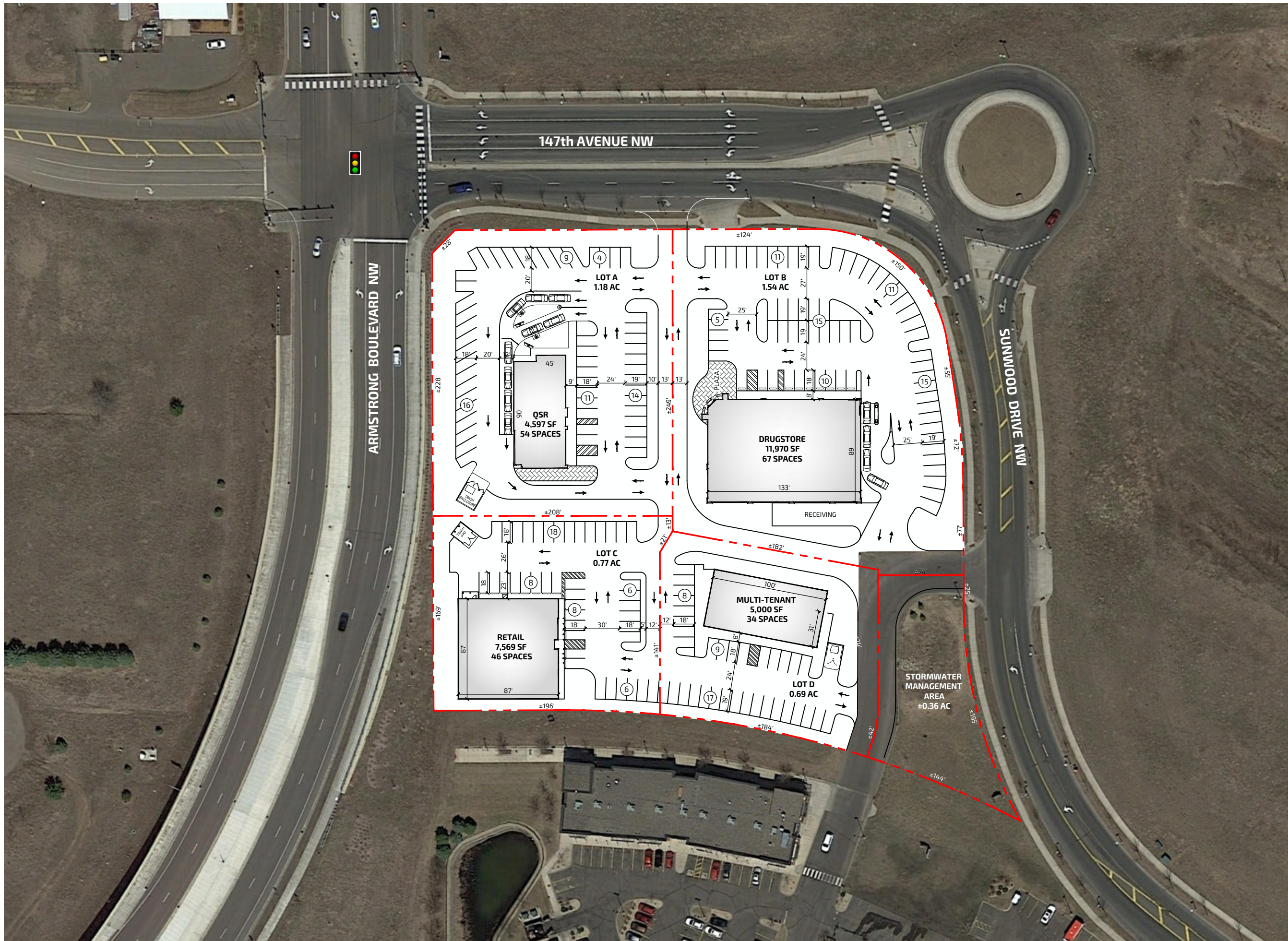
PROJECT NAME:
COR COMMONS

project
**RAMSEY,
 MINNESOTA**
 ARMSTRONG BOULEVARD NW AND
 147TH AVENUE NW

drawing title

**PROPOSED
 SITE PLAN**

date	drawing no.
01.06.2019	1.4



SITE DATA

LOT A
 LOT AREA ±1.18 AC
 BUILDING 4,597 SF - QSR
 PARKING 54 SPACES

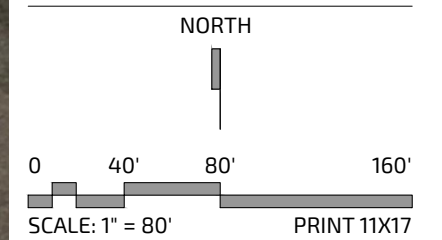
LOT B
 LOT AREA ±1.54 AC
 BUILDING 11,970 SF - DRUGSTORE
 PARKING 67 SPACES

LOT C
 LOT AREA ±0.77 AC
 BUILDING 7,569 SF - RETAIL
 PARKING 46 SPACES

LOT D
 LOT AREA ±0.69 AC
 BUILDING 5,000 SF - MTB
 PARKING 34 SPACES

POND
 LOT AREA ±0.36 AC

DEVELOPER
 ROB HARDY
 REAL ESTATE ADVISORY GROUP
 ACQUISITION/DEVELOPMENT
 SPECIALISTS



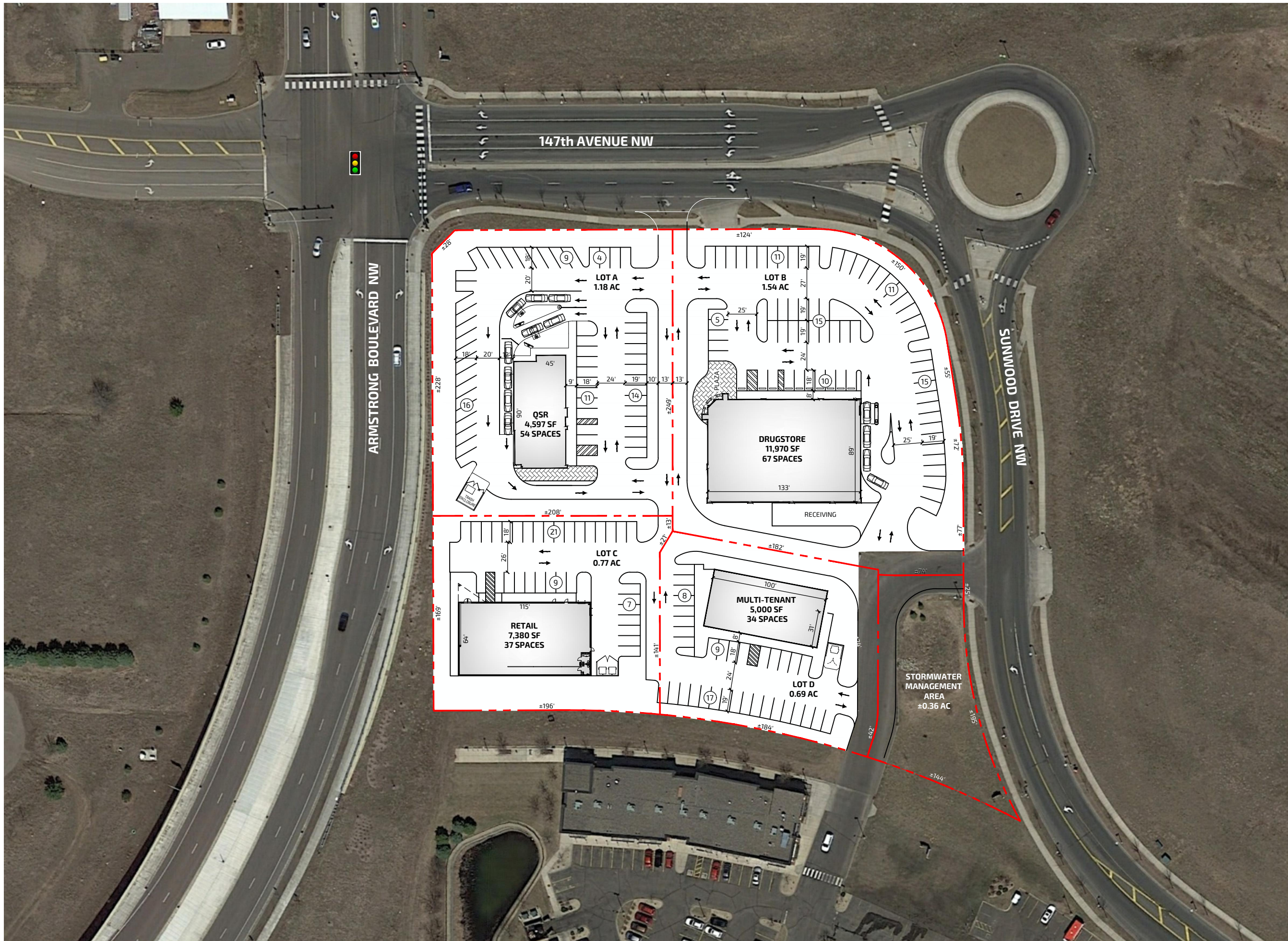
PROJECT NAME:
COR COMMONS

project
**RAMSEY,
 MINNESOTA**
 ARMSTRONG BOULEVARD NW AND
 147TH AVENUE NW

drawing title

**PROPOSED
 SITE PLAN**

date	drawing no.
01.06.2019	1.5



SITE DATA

LOT A
 LOT AREA ±1.18 AC
 BUILDING 4,597 SF - QSR
 PARKING 54 SPACES

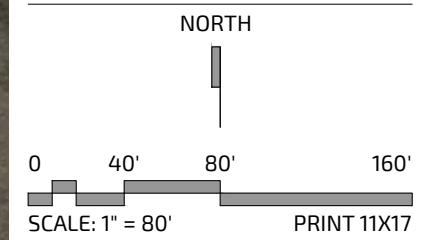
LOT B
 LOT AREA ±1.54 AC
 BUILDING 11,970 SF - DRUGSTORE
 PARKING 67 SPACES

LOT C
 LOT AREA ±0.77 AC
 BUILDING 7,380 SF - RETAIL
 PARKING 37 SPACES

LOT D
 LOT AREA ±0.69 AC
 BUILDING 5,000 SF - MTB
 PARKING 34 SPACES

POND
 LOT AREA ±0.36 AC

DEVELOPER
 ROB HARDY
 REAL ESTATE ADVISORY GROUP
 ACQUISITION/DEVELOPMENT
 SPECIALISTS



PROJECT NAME:
COR COMMONS

project
**RAMSEY,
 MINNESOTA**
 ARMSTRONG BOULEVARD NW AND
 147TH AVENUE NW

drawing title

**PROPOSED
 SITE PLAN**

date	drawing no.
01.06.2019	1.6

Economic Development Authority (EDA)

4. 2.

Meeting Date: 01/10/2019**Submitted For:** Sean Sullivan, Community Development**By:** Wendy Schlueter, Community Development**Title:**

Listing and Marketing of City Owned Land

Purpose/Background:

The purpose of this case is as follows:

1. Make minor modifications to the existing contract with CBRE for commercial real estate brokerage
2. Provide direction to continue listing certain sites with CBRE
3. Direct Staff to schedule a Joint Work Session to have a broader policy discussion on marketing City Parcels for sale

The City has been engaged in a contract with CBRE since January 28, 2014 to list and market City owned properties in the COR and other areas. The City and CBRE have executed multiple amendments to the contract with the latest being a one year contract from July 31, 2018-July 30, 2019. Staff has found CBRE agent Brian Pankratz to be available, engaged, knowledgeable and helpful when it comes to marketing city owned parcels. CBRE utilizes many proven marketing methods including, but not limited to, signage on site, MNCAR (internet) and connection to the broker community. With the current contract coming up for renewal in July 2019 (can be canceled with 30 day notice), Staff believes it is important to review the current contract, its terms and conditions, and to determine if a renewal is prudent or to explore other options. The original contract and pertinent amendments are attached to this case.

Having a company like CBRE, and its good reputation within the broker community, market city properties to its broker community and clients has its advantages. The maintenance and updating of marketing materials by CBRE including, signage and MNCAR listings is convenient for staff and access to current market data is helpful. Based on city records the City has closed on nine properties, with three more pending that CBRE has listed for the City since 2014. Currently, the City has 17 City owned properties listed with CBRE including three under contract. Eleven of these properties are in the COR and the rest are scattered across the community (West of Armstrong, Former Amoco, Water Tower #3, B & A Cylinder, Old Municipal Center Site, 6710 Highway 10 (Book Store). Currently, the B & A Cylinder site should be removed from the listing agreement due to its location and potential impacts of a future interchange on Ramsey Boulevard. The City markets the Bury and Carlson site, the Basalt industrial site and assists with others that are shovel ready certified.

Recently, Anoka County has added a regional economic development presence to the County as presented to the EDA last year. The City of Ramsey is a part of this partnership and has the opportunity to list its properties on MNCAR at a nominal cost. This is a feature also provided by CBRE as part of its listing contract. Anoka County does not provide signage on site for marketing and does not yet have the reputation like a CBRE in the broker community at this time. Comparing CBRE to Anoka County is not fair, as CBRE is proven industry leader, but there are some cost advantages of utilizing the MNCAR service that Anoka County can provide that reach the same audience in similar ways.

Notification:

N/A for public hearing purposes but if the City wishes to end/amend its contract with CBRE 30 day written notice must be provided.

Observations/Alternatives:

There are many options the City could look at regarding the marketing of city owned land. They could include:

1. Renew contract with CBRE
2. Amend Contract with CBRE on the number of properties listed for specific properties/areas/property types
3. Amend Contract with CBRE based on terms including commission%, look back time for prospects, and considerations on who brings a prospect forward
4. Split listings between City and CBRE with City utilizing Anoka County MNCAR subscription and other marketing avenues to assist
5. Have the City of Ramsey market all its properties and utilize Anoka County, LOIS, Costar/Loopnet and other mediums.
6. Have the City of Ramsey market all its properties and utilize Anoka County, LOIS, Costar/Loopnet and other mediums AND pay commissions to brokers that bring in deals that close.
7. Something else.

Based on the complexity of these options staff would recommend that the EDA have a joint Work Session with the City Council to discuss our marketing and listing strategy moving forward. In the interim, Staff is comfortable in continuing listing with CBRE.

Funding Source:

No additional funding is necessary at this point. Commission is paid to CBRE and deducted from the sale of real property.

Recommendation:

Staff recommends that the City remove B & A Cylinder (Site 37A) from CBRE listing agreement and to schedule a joint worksession between the EDA and City Council to for a broader discussion on City property listings and marketing strategy.

Action:

Motion to recommend to the City Council to remove B & A Cylinder (Site 37a) from CBRE listing agreement and schedule a joint worksession between the EDA and City Council for a broader discussion on City property listings and marketing strategy.

Attachments

Current Listing Agreement 7.30.19

Month To Month Listing Amendment

Original Listing Agreement

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Sean Sullivan	01/03/2019 02:22 PM
Sean Sullivan	Sean Sullivan	01/03/2019 07:50 PM
Tim Gladhill	Tim Gladhill	01/04/2019 09:05 AM
Sean Sullivan	Sean Sullivan	01/04/2019 09:56 AM
Tim Gladhill	Tim Gladhill	01/04/2019 12:05 PM
Form Started By: Wendy Schlueter		Started On: 12/10/2018 11:03 AM
Final Approval Date: 01/04/2019		



AMENDMENT TO LISTING AGREEMENT

CBRE, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER

June 7, 2018

This is an Amendment to the Exclusive Sales Listing Agreement ("Listing") dated January 28, 2014, between the CITY OF RAMSEY and the RAMSEY HOUSING & REDEVELOPMENT AUTHORITY ("Owner") and CBRE, INC. ("Broker") for the real property described as: please see attached Exhibit A.

Owner and Broker hereby agree to amend the Listing as follows:

- 1. That the Listing Term be extended for another period commencing July 31, 2018 and ending midnight July 30, 2019.
2. All other terms and conditions remain the same.

As used herein the term "Owner" shall be deemed to include a tenant wishing to effect a sublease, lease assignment or lease cancellation.

Except as expressly set forth in this Amendment, the Listing shall remain in full force and effect.

BROKER:

CBRE, Inc.
Licensed Real Estate Broker

By: [Signature]
Blake R. Hastings
Managing Director
Address: 1900 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402
Telephone: (952) 924-4600
Date: August 2, 2018

OWNER:

CITY OF RAMSEY

By: [Signature]
John LeTourneau
Acting Mayor
By: [Signature]
Kurt Ulrich
City Administrator
Address: 7550 Sunwood Drive NW
Ramsey, MN 55303
Telephone: (763) 427-1410
Date: 7/31/2018

EXHIBIT A – LISTED PROPERTIES

1. 253225430043 (former amoco) 5195 142nd Ave NW
2. 113225430004 (water tower) 16600 St Francis Blvd
3. 273225330006 14165 Ramsey Blvd NW
4. 343225130005 (former bookstore) 6710 Highway 10 NW
5. 283225220058 (NW corner of COR)
6. 283225240009, 283225240011, 283225240010, 283225240013, 28322540012, 283225240012, 283225240008 (NW COR-1 and COR-2)
7. 283225140094 (cor NE corner bunker)
8. 283225240005, 283225130034, 283225130092 (aeon and keyhole, N COR)
9. 93225140009, 293225140010, 293225140013, 293225140014 (NW of Armstrong interchange)
10. 283225230013, 283225230011, 283225330018 (COR W, pad sites, retail) 7990,7992, 7994 Sunwood Dr NW
11. 283225230010 (COR W of common bond)
12. 283225410020 (COR E office park)
13. 283225410081 (old muni center site)
14. 20-32-25-31-0003 Alpine & Puma



AMENDMENT #2 TO LISTING AGREEMENT

CBRE, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER

July 25, 2017

This is an Amendment to the Exclusive Sales Listing Agreement ("Listing Agreement") dated January 28, 2014, between the CITY OF RAMSEY and the RAMSEY HOUSING & REDEVELOPMENT AUTHORITY ("Owner") and CBRE, INC. ("Broker") for the real property described as: please see attached Exhibit A.

Owner and Broker hereby agree to amend the Listing Agreement as follows:

1. That the Listing Agreement Term be extended for another period commencing July 31, 2017 and ending midnight July 30, 2018.
2. The early cancellation option, outlined in Paragraph 1 in the original Listing Agreement, shall be amended from 90 days to 30 days with written notice.
3. In accordance with Paragraph 5 of the original Listing Agreement, Broker must submit the "protective list" to the Owner before this second amendment is executed.
4. Except as expressly set forth in this Amendment, the Listing shall remain in full force and effect.

BROKER:

CBRE, Inc.
Licensed Real Estate Broker

By: 
 Title: Blake R. Hastings
Managing Director

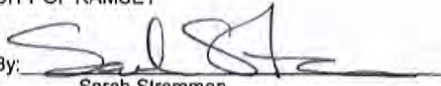
Address: 1900 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402

Telephone: (952) 924-4600

Date: 8/4/17

OWNER:

CITY OF RAMSEY

By: 
 Title: Sarah Strommen
Mayor

By: 
 Title: Kurt Ulrich
City Administrator

Address: 7550 Sunwood Drive NW
Ramsey, MN 55303

Telephone: (763) 427-1410

Date: 7/27/2017

EXHIBIT A – LISTED PROPERTIES

1. 253225430043 (former amoco)
2. 113225430004 (water tower)
- ~~3. 273225440003 (small industrial, issues) [removed from Exhibit A]~~
- ~~4. 063225440009 (sold, remnant residential, windsorwood) [removed from Exhibit A]~~
- ~~5. 273225330006 (ramsey blvd industrial, issues) [removed from Exhibit A]~~
6. 343225130005 (former bookstore)
- ~~7. 283225220011, 283225220013 (both PIDs don't exist) [removed from Exhibit A]~~
- ~~8. 353225340018 (former condemned residential, sold) [removed from Exhibit A]~~
9. 283225220058 (NW corner of COR)
- ~~10. 2832255230010, 283225340019 (both PIDs don't exist) [removed from Exhibit A]~~
11. 283225240009, 283225240009, 283225240011, 283225240010, 283225240013, 28322540012, 283225240003 (partial), 283225240008 (partial) (NW COR-1 and COR-2)
- ~~12. 283225420017, 283225420018 (psd COR-1 NE, sold) [removed from Exhibit A]~~
- ~~13. 283225410009 (both PID doesn't exist) [removed from Exhibit A]~~
14. 283225140094 (cor NE corner bunker)
15. 283225240005, 283225130034, 283225130033 (aeon and keyhole, N cor)
- ~~16. 283225240035, 283225240030 (u-shape and triangle, both sold) [removed from Exhibit A]~~
- ~~17. North Commons, Four 9,000-sq.-ft. Lots (no PIDs, sold) [removed from Exhibit A]~~
18. 293225140009, 293225140010, 293225140013, 293225140014 (NW of armstrong interchange)
- ~~19. 293225140013, 293225140014 (double stated) [removed from Exhibit A]~~
- ~~20. 203225340003 (too small of parcel) [removed from Exhibit A]~~
21. 283225230013, 283225230011 (COR W, pad sites, retail)
22. 283225230010 (COR W of common bond)
23. 283225410020 (COR E office park)
24. 283225410081 (old muni center site)

RED – removed from Exhibit A, null/void.

YELLOW – confirmed.

GREEN – added Exhibit A.
(due new PIDs, split PIDs, or missing PIDs)



EXCLUSIVE SALES LISTING AGREEMENT
CBRE, INC.
BROKERAGE AND MANAGEMENT

1. In consideration of the listing for sale the real property hereinafter described (the "Property") by CBRE, Inc. ("Broker") and Broker's agreement to use commercially reasonable efforts to effect a sale of same, the City of Ramsey and the Ramsey Housing & Redevelopment Authority ("Owner") hereby grants to Broker the exclusive right to list for sale the Property for a period commencing January 28, 2014, and ending midnight January 28, 2017. This agreement will be for three (3) years, with the option to cancel after Year One with a ninety (90) day written notice (with no penalty) by either party (the "Term"), at a price of the following terms, or such other terms, as owner may agree.

The Properties are situated in the City of Ramsey, County of Anoka, State of Minnesota, is located at and is further described as (see Exhibit "A").

References herein to the Property shall be understood to include portions of the Property.

2. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
Owner agrees to pay Broker a sales commission in accordance with Broker's Schedule of Sale and Lease Commissions (the "Schedule"), a copy of which is executed by Owner, attached hereto and hereby made a part hereof. This commission shall be earned for services rendered, if, during the Term: (a) the Property is sold to a purchaser procured by Broker, Owner, or anyone else; (b) any contract for the sale of the Property is entered into by Owner; (c) Property is transferred due to eminent domain or the threat thereof, foreclosure, or conveyance in lieu of foreclosure; (d) Owner contributes or conveys the Property to a partnership, joint venture, or other business entity; or (e) Owner is a corporation, partnership, or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property. Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers, regardless of whether said brokers represent prospective purchasers (hereinafter "Cooperating Brokers") or assist Broker.
3. As used in this Agreement the term "sale" shall include an exchange of the Property, and also the granting of an option to purchase the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event such an option is exercised, either during the term or within one year thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the Property, in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payment(s) shall be credited against the commission payable to Broker on account of the exercise of the option.
4. Owner further agrees that Owner shall pay Broker a commission in accordance with the Schedule, if, within one hundred eighty (180) calendar days after the expiration or termination of the Term (the "Override Period"), the Property is sold to, or Owner enters into a contract of sale of the Property with any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a protective list of such persons or entities to Owner within seventy-two (72) hours following the expiration or termination of the Term as required by M.S.A. §82.21. The protective list may include only persons who have, during the Term, either made an affirmative showing of interest in the Property by responding to an advertisement or by contacting Broker or has been physically shown the Property by Broker, provided, however, that if a written offer has been submitted it shall not be necessary to include the offeror's name on the list. The parties on the protective list must acknowledge in writing that the Property has been presented to such party. The submitted list will include submitted offers, groups currently under contract, and groups identified on the CBRE monthly update list.
5. Broker agrees Owner shall not pay Broker commission fees in accordance with the Schedule, if, within one hundred eighty (180) calendar days after commencement of this Exclusive Sales Listing Agreement, Property is sold to, or Owner enters into a contract of sale of Property with any person or entity as indicated in Appendix B.
6. Owner further agrees that (a) if a lease of the Property is entered into during the Term by anyone, or (b) if, during the Override Period, the Property is leased to, or owner enters into a contract to lease the Property with, or negotiations continue, resume or commence and thereafter continue leading to the lease of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term, Owner shall pay Broker a leasing commission in accordance with the Schedule.

IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK COMPETENT ADVICE.

7. Commissions shall be payable hereunder when earned or at the earlier of closing of escrow, recordation of the deed, lease execution, or taking of possession by the purchaser or tenant.

8. Check one of the following:

- Owner agrees to have Broker arrange for closing services.
 Owner shall arrange for closing services to be provided by a third-party.

8. Unless otherwise provided herein, the terms of sale shall be, at the option of the purchaser, either cash or cash to any existing loan. Any offer may contain normal and customary contingencies such as those relating to the condition of the Property, title report, and timing of closing.
9. Owner shall reimburse Broker, monthly or upon request, for its direct out-of-pocket expenses reasonably incurred and approved by Owner in the preparation of the offering brochures required for print advertising, and for other activities involved in marketing the Property hereunder. The reimbursement for these expenses shall not exceed the sum of \$0 Dollars (\$_0_____). Except as expressly provided in this paragraph, all expenses incurred by Broker in the performance of its service shall be borne by Broker, not Owner.
10. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to refer immediately to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective purchaser and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of any purchase and sale agreement and other documents relating to any transaction contemplated by this Agreement.
11. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.
12. Owner agrees to disclose to Broker and to prospective tenants or purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property. Broker is authorized to disclose any such information to prospective purchasers or tenants.
13. Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
14. If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited, in addition to any other rights of Broker pursuant to this Agreement, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.
15. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions. Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent, or tenant, is hereby instructed by Owner to pay Broker's commissions from any such funds or proceeds available. Owner shall remain liable for the entire amount of said commissions regardless of whether Broker exercises its rights under this paragraph.
16. Owner and Broker designate the individual(s) identified below as the legal agent(s) of Owner, to the exclusion of all other licensees of Broker (individually or collectively referred to as "Designated Agent(s)"). Owner acknowledges that Broker is a national brokerage firm and that in some cases it may represent prospective purchasers or tenants. Owner desires that the Property be presented to such persons or entities, and consents to any dual representation created in the event that such purchaser or tenant is also represented by Designated Agent(s). Designated Agent(s) shall not disclose the confidential information of one principal to the other.

Designated Agent(s): Brian Pankratz, Richard Palmiter, Krista Flemming

17. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker's appointment, unless Broker shall elect to terminate this Agreement upon said notice.
18. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then Broker may, in its sole and absolute discretion (i) suspend this Agreement until such time as Broker may elect, in its sole and absolute discretion, to reinstate this Agreement, or (ii) terminate this Agreement and be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.
19. In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the four percent (4%) per year.

20. Each signatory to this Agreement represents and warrants that (s)he has full authority to sign this Agreement on behalf of the party for whom (s)he signs and that this Agreement binds such party.
21. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. Owner and Broker each represent and warrant to the other that in entering into this Agreement, they are not relying upon any discussions, representations, understandings or agreements, other than the matters specifically stated herein. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors, and assignees of the parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.
22. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, Property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. Owner and Broker agree that the Property will be offered in compliance with all applicable anti-discrimination laws.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement.

BROKER:

CBRE, Inc.
Licensed Real Estate Broker

By: Richard Palmiter
 Richard Palmiter
 Title: Vice President

By: Brian Pankratz
 Brian Pankratz
 Title: Vice President

Address: 4400 West 78th Street
Suite 200
Minneapolis, MN 55435

Telephone: (952) 924-4600

Date: 1-28-14

OWNER:

City of Ramsey

By: Sarah Strommen
 Sarah Strommen
 Title: Mayor

By: Kurt Ulrich
 Kurt Ulrich
 Title: City Administrator

Address: 7550 Sunwood Drive NW
Ramsey, MN 55303

Telephone: 763-427-1410

Date: January 28, 2014

OWNER:

Ramsey Housing & Redevelopment Authority (HRA)

By: Randy Backous
 Randy Backous
 Title: HRA Chair

By: Ted LaFrance
 Ted LaFrance
 Title: Executive Director

Address: 7550 Sunwood Drive NW
Ramsey, MN 55303

Telephone: 763-427-1410

Date: January 28, 2014

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.


Owner Marketing Approval

Property Name:	City of Ramsey Land
Property Address:	(See Exhibit "A"), City of Ramsey, MN
Broker(s):	Brian Pankratz, Richard Palmiter, Krista Flemming


I hereby authorize CBRE to actively market the above-referenced property with signage, spec sheets, brochures, postcards, company web page, MNCAR, Co-Star & Loopnet:

OWNER:

City of Ramsey

By: 
Sarah Strommen

Title: Mayor

By: 
Kurt Ulrich

Title: City Administrator

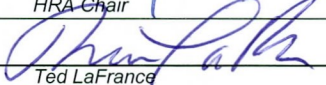
Date: January 28, 2014

OWNER:

Ramsey Housing & Redevelopment Authority (HRA)

By: 
Randy Backous

Title: HRA Chair

By: 
Ted LaFrance

Title: Executive Director

Date: January 28, 2014



SCHEDULE OF LAND SALE COMMISSIONS

CBRE, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER

FOR PROPERTY: (See Exhibit "A")

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

As to all sales of real property, the commission shall be calculated on the basis of five percent (5%) of the gross sales price of the property paid to owners at closing. If a cooperative broker is involved, the total commission payable to Broker and cooperative Broker shall be calculated on the basis of seven percent (7%) of the gross sales price of the property paid to owners at closing.

The minimum gross sale price for industrial and office land, for the purpose of calculating CBRE's commission only, shall be \$2.00 per square foot. CBRE shall receive a minimum fee of \$5,000.00 for the sale of any residential parcel of land greater than \$45,000; and, a minimum fee of \$3,500.00 for the sale of any residential parcel of land less than or equal to \$45,000.

The provisions hereof are subject to the terms and provisions of any Authorization of Sale, Exclusive Leasing Agreement or other agreement to which this Schedule may be attached and which is executed by the parties hereto.

In the event Owner fails to make payments within the time limits called for herein, then from the date due until paid, the delinquent payment shall bear interest at four percent per year. In addition, should it become necessary for CBRE to take legal action to collect payments due hereunder, and if CBRE prevails in such action, Owner shall pay all reasonable attorneys fees and court costs incurred by CBRE in connection therewith.

The undersigned Owner hereby acknowledges receipt of a copy of this Schedule and further agrees that it shall be binding upon the heirs, successors and assigns of the undersigned. The term "Owner", when used herein, shall be deemed to mean the owner of the property, a tenant under a ground lease, and any tenant desiring to effect subleases.

APPROVED this 28th day of January, 2014

CBRE, Inc.
Licensed Real Estate Broker

By: Richard Palmiter
Title: Vice President

By: Brian Pankratz
Title: Vice President

OWNER:
City of Ramsey

By: Sarah Strommen
Its: Mayor

By: Kurt Ulrich
Its: City Administrator

OWNER:
Ramsey Housing and Redevelopment Authority (HRA)

By: Randy Backous
Its: HRA Chair

By: Ted LaFrance
Its: Executive Director

Exhibit A

Exclusive Sale Listing Agreement:
Property Listing Descriptions

Parcels to be listed for sale by CBRE

<u>Property Identification Number (PID)</u>	<u>Unique Ramsey Identification Number</u>
1. 253225430043	08
2. 113225430004	11
3. 273225440003	28
4. 063225140009	34
5. 273225330006	37
6. 343225130005	40
7. 283225220011, 283225220013	42
8. 353225310018	44
9. 283225220058	46
10. 2832255230010, 283225310019	47
11. 283225240009 (partial), 283225240009, 283225240011, 283225240010, 283225240013, 28322540012	48
12. 283225420017, 283225420018	49
13. 283225410009	50
14. 283225140094	51
15. 283225240005, 283225130034, 283225130033	52
16. 283225210035, 283225210030	53
17. North Commons, Four 9,000 sq. ft. Lots (no PIDs) (283225210033)	54

Exhibit B

Exclusive Sale Listing Agreement:
Owner Prospect List

Parcels CBRE receives no regular commission fees in accordance with the Schedule, during the first six months of the executed Exclusive Listing Agreement, if said properties are sold to the following prospect buyers (July 28, 2014).

Property Identification Number (PID)	Ramsey ID	Prospect Buyer
15. North Commons, Four Lots (no PIDs)	54	Greg Bauer Trilogy Homes, Inc. 9340 Highway 10 NW Ramsey, MN 55303
4. 063225140009	34	Nathan Gunn Homes of Influence, LLC 14228 Vintage Street NW Andover, MN 55304 Nathan Gunn Foundational Realty, LLC 14228 Vintage Street NW Andover, MN 55304
6. 283225220011, 283225220013	42	Casey's General Store, Inc. One Convenience Boulevard Ankeny, IA 50021
8. 353225310018	44	Nathan Gunn Homes of Influence, LLC 14228 Vintage Street NW Andover, MN 55304 Nathan Gunn Foundational Realty, LLC 14228 Vintage Street NW Andover, MN 55304
12. 283225410009	50	Casey's General Store, Inc. One Convenience Boulevard Ankeny, IA 50021

See paragraph 5 of Exclusive Listing Agreement for details.

Economic Development Authority (EDA)

4.3.

Meeting Date: 01/10/2019

By: Sean Sullivan, Community
Development

Title:

2018 Business Retention and Expansion Presentation

Purpose/Background:

The purpose of this case is to receive the attached report/information on the 2018 Business Retention & Expansion Program. The 2018 goal was to make twenty-four business visits. In 2018, 32 business visits were made. The attached report is summary data from all the visits this past year. Staff anticipates that achieving twenty-four business visits in 2019 will not be a problem.

Notification:

N/A

Observations/Alternatives:

N/A

Funding Source:

N/A

Recommendation:

Staff will recommend this report/information be reviewed by the EDA when they next update their work plan, and by the City Council when they next update the strategic plan.

Action:

N/A

Attachments

2018 Business Retention and Expansion Report

Form Review

Inbox

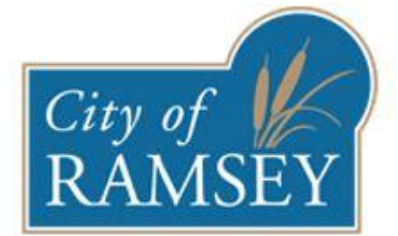
Sean Sullivan (Originator)
Tim Gladhill
Form Started By: Sean Sullivan
Final Approval Date: 01/04/2019

Reviewed By

Sean Sullivan
Tim Gladhill

Date

01/04/2019 10:14 AM
01/04/2019 12:05 PM
Started On: 12/12/2018 09:36 AM



ECONOMIC DEVELOPMENT

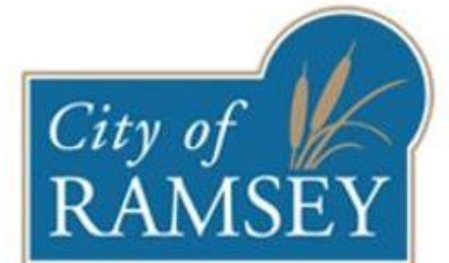
2018 Business Retention & Expansion Program

SUMMARY

Business visits are conducted throughout the year by the Economic Development Manager. Each visit is approximately 30-45 minutes long. These business visits help establish and maintain relationships with the business community and can identify areas in need of improvement or affirmation of current practices for the City. The 2018 goal was to visit 24 businesses per year.

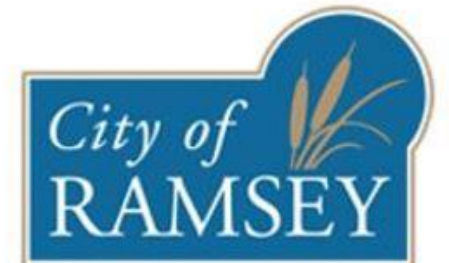
In 2018, a total of 32 visits were completed.

Note: Sample size varies, not all companies answered each question, some companies provided multiple answers.

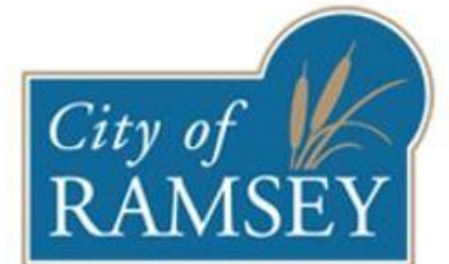
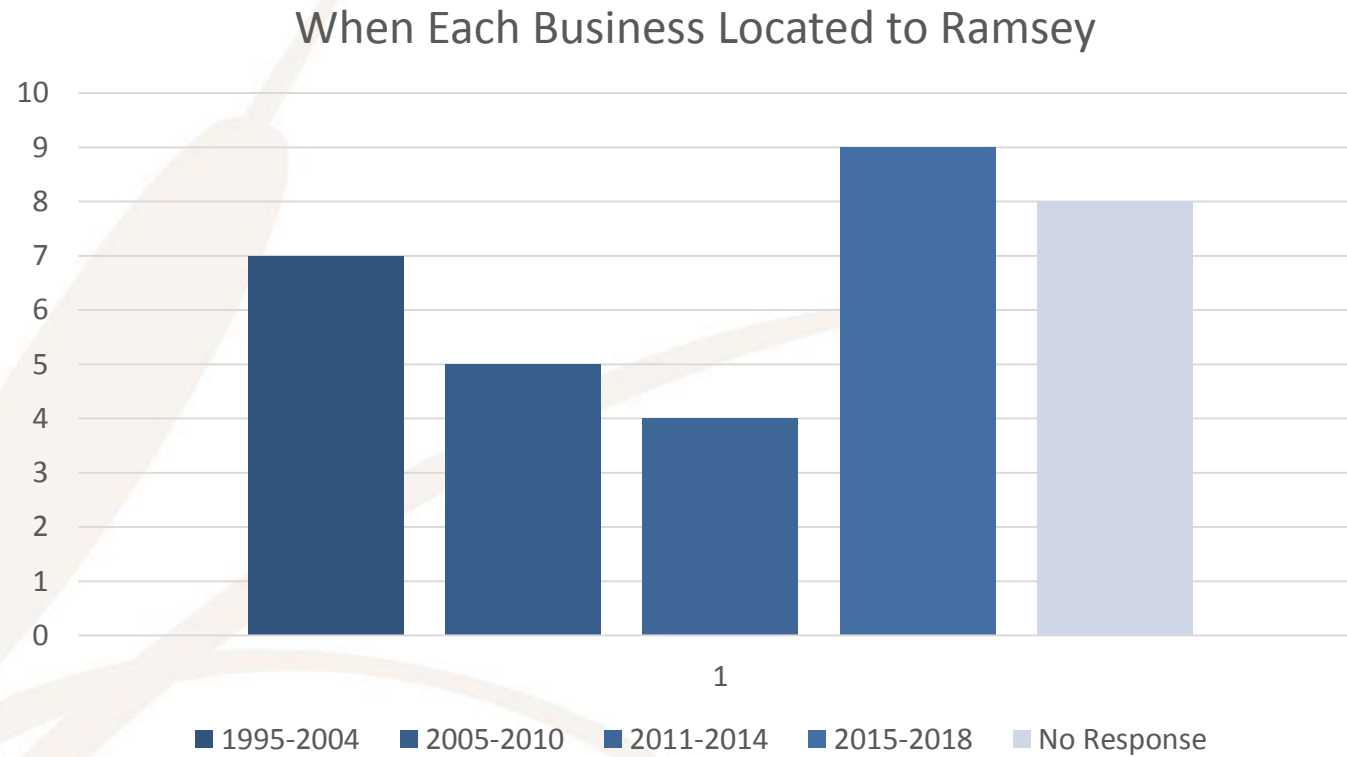


2018 FORMAL BUSINESS VISITS

- Superior Striping
- Comfort Suites of Ramsey
- R&D Transportation
- CMS
- Bob FM
- Dedicated Networks Inc.
- QDP
- Wendell's
- Lift and Store, LLC
- Anytime Fitness
- Carbon Products
- Minnesota Tool and Die
- Waltek Inc.
- SimpliPhyEd
- RJM and General Paper
- Adrenaline Sports
- All Seasons Garage Door
- R&D Transportation
- PSD, LLC.
- Rum River Chiropractic
- EZ Auto
- ZTech Precision
- Cullinan Rigging & Erecting, Inc.
- Precise Metalcraft
- Northwoods Machine Inc.
- GMI, Inc.
- The Boat Center
- Riversbend Bar & Grill
- Wildlife Research Center
- Anderson Dahlen
- Slumberland Furniture
- Twin Cities Winsupply (Winnelson)

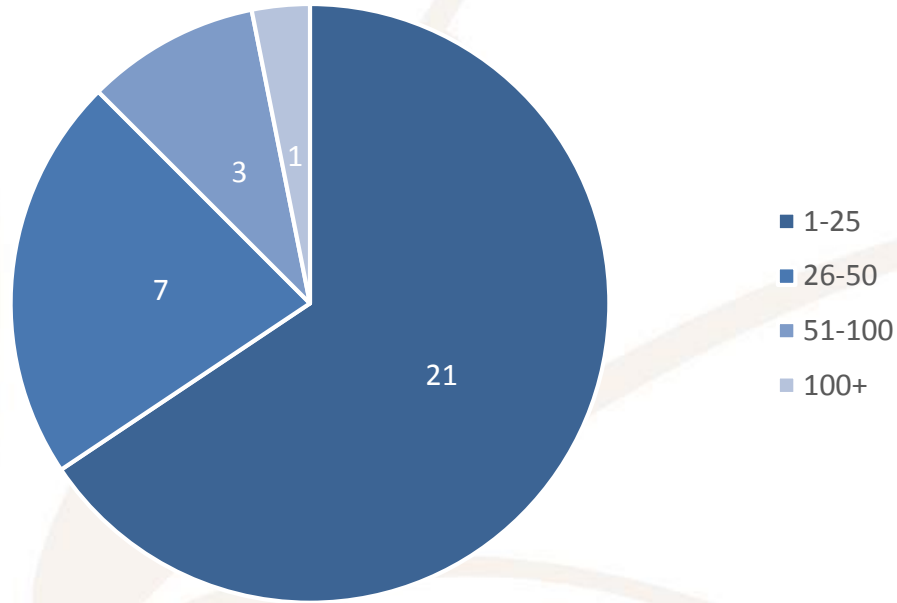


BUSINESSES LOCATED TO RAMSEY

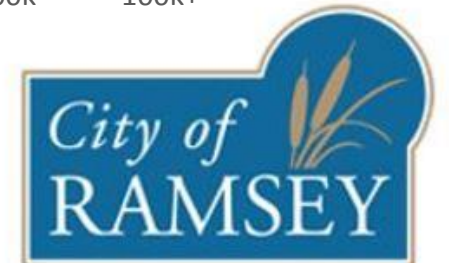
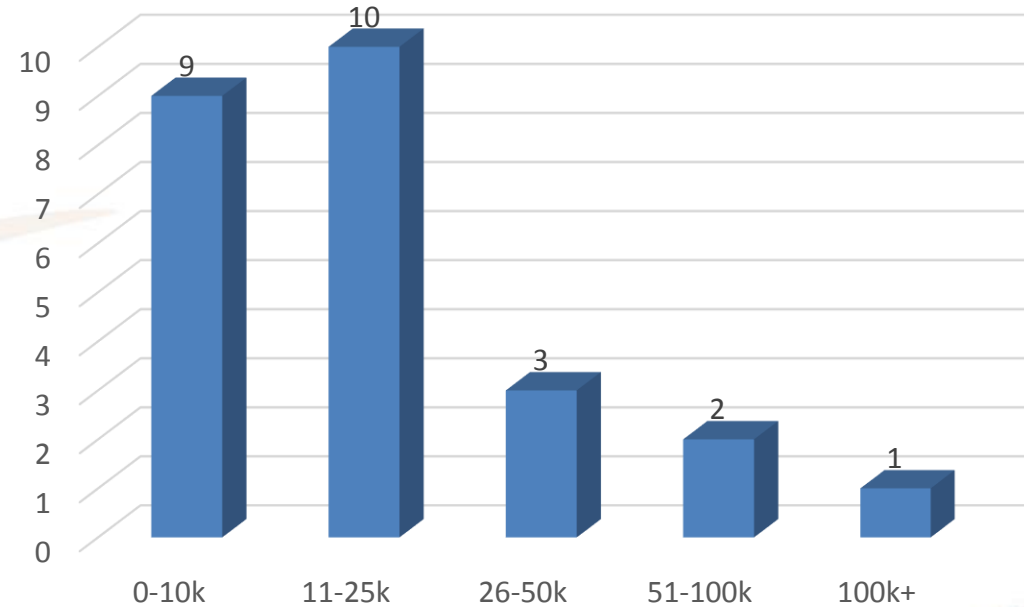


NUMBER OF EMPLOYEES / FACILITY SIZE

Number of Employees

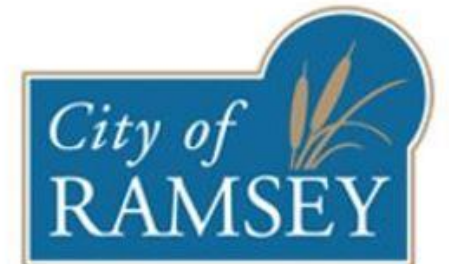
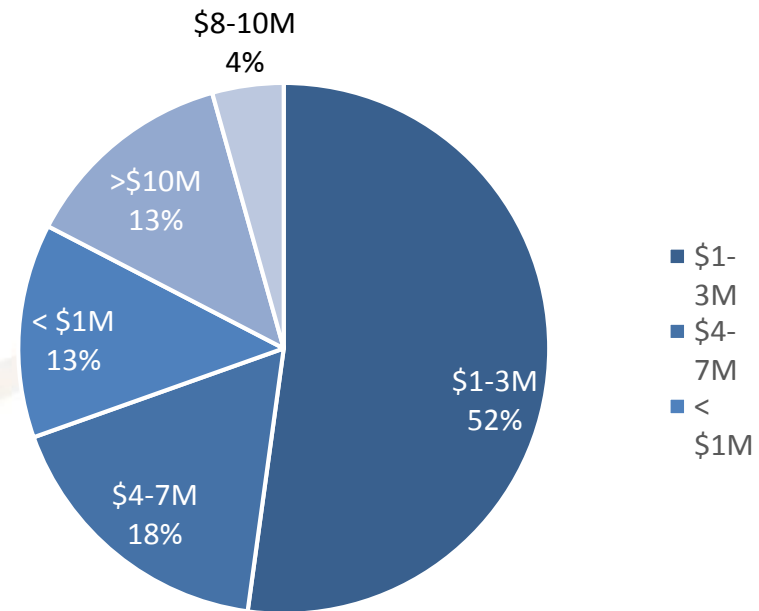


Facility Size, Square Feet (thousands)



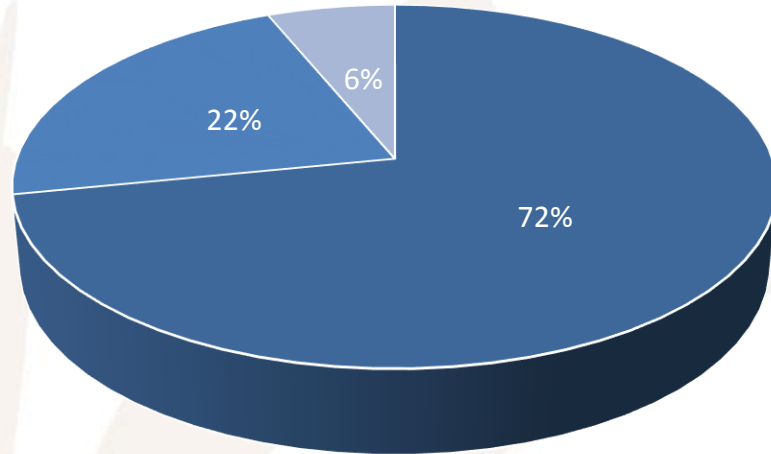
ANNUAL SALES

2018 Estimated Annual Sales (Millions)



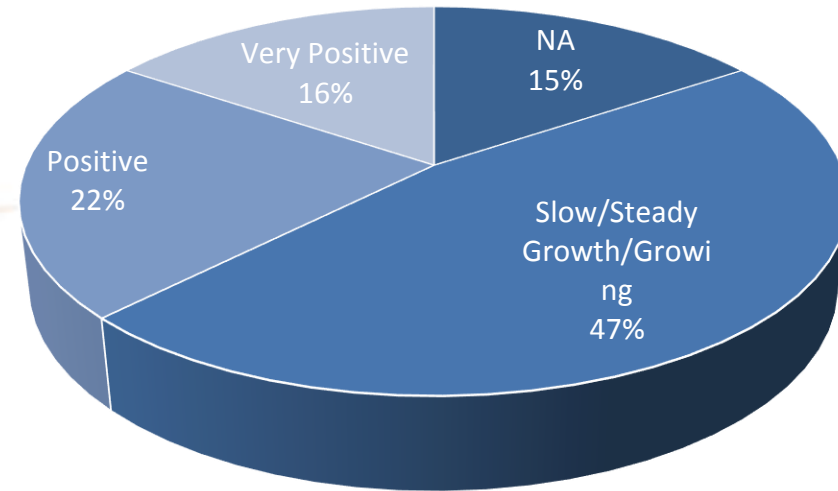
MARKETS SERVED / OUTLOOK

Markets Served

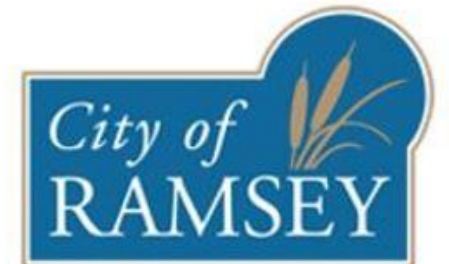


■ Regional ■ National ■ International

Outlook

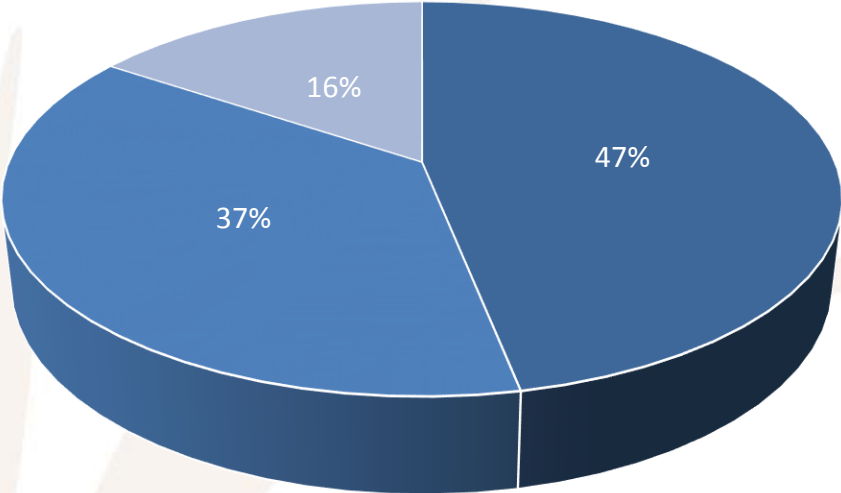


■ NA ■ Slow/Steady Growth/Growing ■ Positive ■ Very Positive



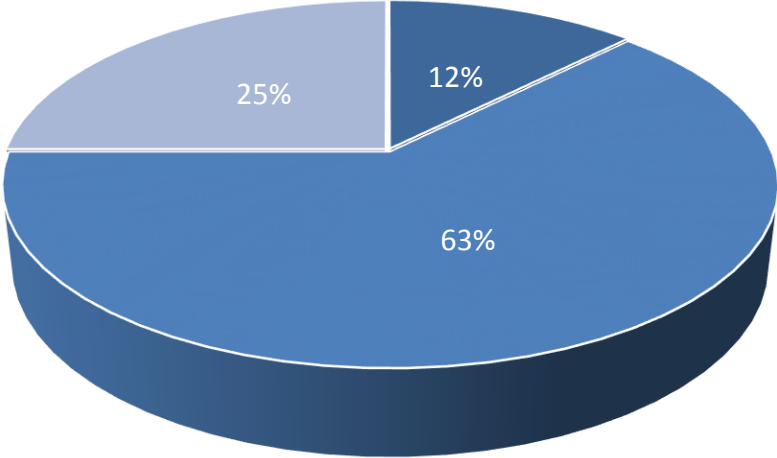
OWNERSHIP / EXPANSION

Facility Ownership

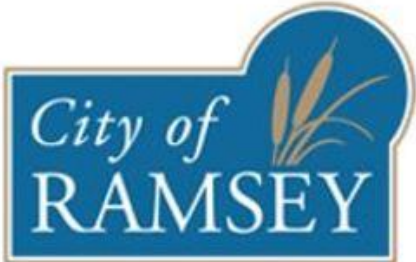


■ Own ■ Lease ■ NA

Expansion in Near Future?



■ Yes ■ No ■ Maybe

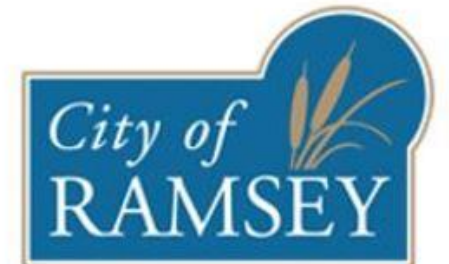


STRENGTHS & WEAKNESSES

City of Ramsey: Strengths



City of Ramsey: Weaknesses



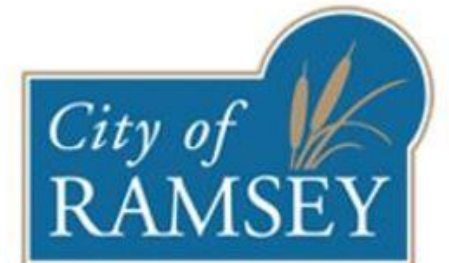
FEEDBACK – WHY RAMSEY?

- Good Location
- Easy Access (Armstrong, Highway 10, etc.)
- City's Strategic Direction, Stable City Council, and Investments
- Low Taxes
- Quick Project Approval
- Friendly and Helpful City Officials
- Project Incentives
- Growing Community



AREAS OF IMPROVEMENT

- Traffic, Traffic, Traffic (Highway 10, Highway 47, Bunker Lake Boulevard)
 - Congestion
 - Loss of Access
 - Lack of River Crossings
 - Westbound US 10 to Armstrong Boulevard Interchange
- Image of Community, especially Highway 10/Clean Up Blighted Properties
- Workforce Recruitment, Development, and Retention
- Business Appreciation Day Golf Tournament Attendance
- Thefts along Highway 10
- Building Design Standards in Industrial Districts (allow metal panel buildings?)



Economic Development Authority (EDA)

4. 4.

Meeting Date: 01/10/2019

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Title:

2019 Business Expo Update

Purpose/Background:

Background information

- Date - April 6, 2019
- Time - 10AM-2PM
- Venue - Adrenaline Sports Center
- Equipment Rentals - Event Architects
- EDA Budget = \$7,000

Proposed Materials

- Event Flyer & Registration - Registration Application Packet complete (in process of final review), Flyer in process of being updated.
- Invitations for businesses and residents - email list of businesses updated (invites out week of 1/7/19), postcard invite for resident in process of being updated. Targeted mailing date for postcards is early to mid-March.
- Giveaway: TBD (Spent \$890 in 2018 for drawstring bags, could be slightly more in 2019)
- Entertainment: Balloon artist (\$600 estimated)
- Marketing:
 - Mailers, 9,600 qty, 2 weeks before event
 - Mobile Sign Boards, Five
 - Color Full Page flyer, qty 750 and Sandwich Board Posters
 - Anoka County Shopper ad space
 - Anoka County Union article
 - Ramsey Resident, Facebook, City's website

Notification:

N/A for official public notification, however the event will be marketed using various mediums.

Observations/Alternatives:

N/A

Funding Source:

EDA Budget

Recommendation:

N/A. Information item.

Action:

N/A. Information item.

Attachments

Draft Business Expo Application Packet

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Wendy Schlueter	01/02/2019 11:53 AM
Sean Sullivan	Sean Sullivan	01/03/2019 06:24 PM
Tim Gladhill	Tim Gladhill	01/04/2019 09:10 AM
Form Started By: Wendy Schlueter		Started On: 12/10/2018 11:12 AM
Final Approval Date: 01/04/2019		

2019



BUSINESS EXPO

Saturday, April 6, 10:00 a.m. to 2:00 p.m. at Adrenaline Sports Center
8710 147th Lane NW, Ramsey, MN 55303

Business/Organization Name: _____

Contact Person: _____

Address: _____

City, State, Zip, _____

Phone: _____ Work Home Cell

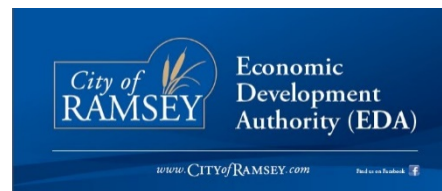
Email (required): _____

Product or Service for Distribution/Sale: _____

I plan to offer information, giveaways, samples, contest/activity, etc. (Please describe):

Expo Stalls are 10' x 10' • See guidelines for food/drinks

Sponsor:



CHECK ALL THAT APPLY

- I have read and understand the EDA Business Expo guidelines.
- I have signed the Expo Waiver Agreement
- I have completed the attached Minnesota ST-19 form.
- I am a Ramsey business (store front physically located in the City of Ramsey).
- I am a merchant or craft type vendor (independent consultant selling directly to customers)

NOTE: Preference will be given to non-merchant type vendors with store fronts located within the City of Ramsey.

Signature: _____ Date: _____

Send completed application and payment to:
City of Ramsey, Attn: Wendy Schlueter, 7550 Sunwood Drive NW, Ramsey, MN 55303
To make a payment by credit card please call 763-433-9828

More information: www.cityoframsey.com/businessexpo or Wendy Schlueter: 763-433-9828,
wschlueter@cityoframsey.com

EDA BUSINESS EXPO INFORMATION AND GUIDELINES

- The Ramsey Economic Development Authority is the sponsor of the 2019 Ramsey Business Expo.
- This event is an opportunity for residents and visitors to learn about products and services offered by participating businesses. It is also an opportunity for business-to-business networking.
- The Expo will focus on Ramsey area retail, service, restaurant, and other industries.
- 200-400 patrons are expected to attend this event. Please feel free to invite your family and friends.
- Admission to the event is FREE!

APPLICATION PROCESS:

- To reserve your spot, please complete the application form, enclose your registration fee and return it to the City no later than **Friday, March 22, 2019**.
- Space is limited and is available on a first-come basis. Preference will be given to non-merchant/non-craft type vendors with store fronts located in the City of Ramsey. Examples of merchant/craft type vendors include; Mary Kay Cosmetics, jewelry vendors, Thirty-One Gifts, Scentsy, Pampered Chef, etc.
- Merchant vendors and non-Ramsey businesses will initially be placed on a waiting list and will be notified if their application was accepted by Tuesday, March 26, 2019.
- It is our policy to deposit the registration payments directly upon receiving the application. If you are placed on the waiting list, you may see the funds withdrawn, however, this does not guarantee your participation in the event on Saturday, April 6. You will be notified of your application status by Tuesday, March 26, 2019. If there is not space available at that time, you will be promptly reimbursed for your registration fee.

BOOTH SPACE:

- Exhibitors will be provided a 6 ft. by 30 inch table and two chairs for their 10 ft. X 10 ft. display area.
- Exhibitors are required to **bring their own display items, table coverings, etc.** If your display and/or activity includes liquids, or anything else that could stain or otherwise damage the floor, please bring a floor covering to place underneath your exhibit area. No confetti, glitter, crepe paper, sequins or natural vine garlands can be used in the event center. No tacks, tape, etc. may be used on the walls or floor. All equipment must be promptly removed from the event center following the completion of the Expo.

FOOD/DRINKS:

- If you plan on selling or providing free food/drinks, please work with Anoka County to determine if a permit is required. Please do not skip this step, exhibitors have been shut down by Anoka County inspectors.

Anoka County, Community Health & Environmental Services
763-324-4260

Temporary Food License Application: <http://www.anokacounty.us/DocumentCenter/Home/View/5896>
Anoka County Web: <http://www.anokacounty.us/1414/Food-Service-Establishments>

ELECTRICITY:

- Electrical access will be available for those that have requested it on their application form. However, exhibitors should be prepared to **bring their own extension cord(s) and power strip(s)**.

GIVEAWAYS/CONTESTS:

- Exhibitors are highly encouraged, but not required, to offer product samples, coupons, giveaway items, games/activities and contests to create interest around this event and get people "in-the-door".

SET-UP:

- Set-up of booths will be allowed on **Friday, April 5 from 5:00 - 6:30 p.m.** and **Saturday, April 6 from 8:30 -10:00 a.m.** Doors will open to the public at 10:00 a.m. on Saturday, April 6.
- Exhibitors should park in the parking lot on the north side of the building.

EDA BUSINESS EXPO WAIVER AGREEMENT

I, as a representative of the undersigned unit/organization, have agreed for our benefit to participate in the City of Ramsey EDA Business Expo.

I/We understand that inherent in our participation is the risk of serious personal injury and property damage. I/We understand that the City of Ramsey will not provide us with a protection against such injury and damage, and I/We assume all risk of such injury and damage to myself, my customers, and all others under my direction and control, and to my property and all other property under my directions and control.

I/We, herby, waive and release any claim we have and may have in the future against the City of Ramsey, the EDA Business Expo, Anoka County, and/or all employees/volunteers, for any personal injury, property damage or other damage that I/We may sustain whether or not caused in whole or in part by the negligence of such members which occurs during or as a result of our participation in the EDA Business Expos.

Organization: _____
(should reflect application)

Printed Name: _____
(should reflect application contact)

Signature: _____

Date: _____

THIS AGREEMENT MUST BE SIGNED AND RETURNED WITH EXPO APPLICATION AND EXPO FEE BEFORE ANY INDIVIDUAL OR GROUP MAY PARTIPATE IN THE CITY OF RAMSEY EDA BUSINESS EXPO.

Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

Do not send this form to the Department of Revenue.

Print or Type	Name of Business Selling or Exhibiting at Event		Minnesota Tax ID Number	
	Seller's Complete Address		City	State ZIP Code
	Name of Person or Group Organizing Event			
	Name and Location of Event			
	Date(s) of Event			

Merchandise Sold	Describe the type of merchandise you plan to sell.

Sales Tax Exemption Information	Complete this section if you are not required to have a Minnesota tax ID number.
	<input type="checkbox"/> I am selling only nontaxable items.
	<input type="checkbox"/> I am not making any sales at the event.
	<input type="checkbox"/> I participate in a direct selling plan, selling for _____ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf. This is
	<input type="checkbox"/> a nonprofit organization that meets the exemption requirements described below:
	<p>_____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13[a][4]).</p> <p>_____ Youth or senior citizen group with fundraising receipts up to \$20,000 per year (\$10,000 or less before January 1, 2015)(MS 297A.70, subd. 13[b][1]).</p> <p>_____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.</p>

Sign Here	<i>I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.</i>	
	Signature of Seller	Print Name Here
	Date	Daytime Phone

PENALTY — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.

Information for Sellers and Event Operators

Operators/organizers of craft, antique, coin, stamp or comic book shows; flea markets; convention exhibit areas; or similar events are required by Minnesota law to get written evidence that persons who do business at the show or event have a valid Minnesota tax ID number.

If a seller is not required to have a Minnesota tax ID number, the seller must give the operator a written statement that items offered for sale are not subject to sales tax.

All operators (including operators of community sponsored events and nonprofit organizations) must obtain written evidence from sellers.

Certain individual sellers are not required to register to collect sales tax if they qualify for the isolated and occasional sales exemption. To qualify, all the following conditions must be met:

- The seller participates in only one event per calendar year that lasts no more than three days;
- The seller makes sales of \$500 or less during the calendar year; and
- The seller provides a written statement to that effect, and includes the seller's name, address and telephone number.

This isolated and occasional sales provision applies to individuals only. It does not apply to businesses.

Sales Tax Registration

To register for a Minnesota tax ID number, call 651-282-5225.

A registration application (Form ABR) is also available on our website at www.revenue.state.mn.us.

Information and Assistance

If you have questions or want fact sheets on specific sales tax topics, call 651-296-6181.

Most sales tax forms and fact sheets are also available on our website at www.revenue.state.mn.us.

For information related to sellers and event operators, see Fact Sheet #148, *Selling Event Exhibitors and Operators*.

We'll provide information in other formats upon request to persons with disabilities.