

City of Ramsey
Agenda
Economic Development Authority (EDA)
Thursday, March 14, 2019
7:30 am
Council Chambers, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Approve Agenda**
- 3. Approve Minutes**
 1. Approve Meeting Minutes for February 14, 2019
- 4. EDA Business**
 1. Review Strategy for Listing City-Owned Land For Sale
 2. Consider Authorization for Participation in International Council of Shopping Centers (ICSC) - ReCon 2019
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

3. 1.

Meeting Date: 03/14/2019

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Title:

Approve Meeting Minutes for February 14, 2019

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:

Approval of February 14, 2019 EDA meeting minutes

Action:

Motion to approve February 14, 2019 EDA meeting minutes

Attachments

[021419 EDA Minutes](#)

Form Review

Inbox

Sean Sullivan

Tim Gladhill

Form Started By: Wendy Schlueter

Final Approval Date: 03/06/2019

Reviewed By

Sean Sullivan

Tim Gladhill

Date

03/06/2019 01:28 PM

03/06/2019 02:40 PM

Started On: 02/15/2019 02:28 PM

**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, February 14, 2019, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Brian Burandt
 Member Dominic Kanaventi
 Member Mark Kuzma
 Member Chris Riley

Members Absent: Member Glen Hardin

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

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 Riley, seconded by Member Kanaventi, to approve the agenda.

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

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated January 10, 2019

Motion by Member Kanaventi, seconded by Member Kuzma, to approve the January 10, 2019, minutes as presented.

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

4. EDA BUSINESS

4.01: Consider Exchange of Parcel 45 for Part of Outlot A, Ramsey Town Center 13th Addition

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked for details on what will occur in the red shaded area adjacent to the pond.

Economic Development Manager Sullivan stated that the pond to the east will stay and this will be an additional storm water management infiltration basin. He stated that right-of-way is being acquired on the northern portion through this process that will be used for future Veteran's Drive.

Community Development Director Gladhill stated that within The COR there has been a regional stormwater approach. He noted that the pond was a portion of that regional capacity and this will be another element, along with the future **Lake Ramsey**. He stated that the Veteran's Drive extension is another element of the Highway 10 project that will be needed, as that will eventually connect to Ramsey Boulevard as a right-in/right-out.

Chairperson Steffen asked and received confirmation that this land acquisition would not only provide the necessary storm water treatment but also provide for the road extension.

Member Kuzma noted that this is a necessary acquisition as the City is under contract with the Lower Rum River Water Management Organization (LRRWMO) to provide this treatment for development that has already occurred.

Member Burandt asked if this is the only infiltration basin within The COR.

Community Development Director Gladhill confirmed that this is the only infiltration basin within The COR, although there are other stormwater improvements. He stated that projects have been approved and constructed, with developers paying into a fund to support this improvement. He confirmed that the LRRWMO has provided an extension for the City to construct this stormwater treatment improvement, so it is needed to support the current and future development.

Member Riley stated that this is a good deal for the City as necessary stormwater treatment can be provided, along with development on another currently City owned parcels.

Economic Development Manager Sullivan added that this infiltration basin and storm water systems benefits all landowners in the COR including PSD, LLC.

Matt Kuker, PSD, stated that PSD has contributed to the fund that will help develop and manage this storm water treatment system. He noted that at this time they will be building a shell building without a current tenant on Parcel 45. He stated that when the Armstrong Blvd bridge

was built it reduced visibility for this and other parcels but believed that could be solved with appropriate signage. He stated that the proposed project would be the first step to increase development on the west side of Armstrong Blvd. He stated that the concept would be similar to the retail near Coborns with multiple tenants. He noted that the second building could be a restaurant/food service tenant. He explained that typically quick service food will not come until other business fills in around it. He stated that he would begin on the speculative building once the spring thaw is complete and the planning process is complete.

Motion by Member Kuzma, seconded by Member Kanaventi, to recommend to City Council to approve the terms of the land exchange, subject to City Attorney approval.

Further discussion: Member Burandt stated that this is a win/win for the City as the City will receive the land for the infiltration basin and in return will get additional development on the west side of Armstrong Blvd.

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

4.02: Select Dates for Remaining 2019 EDA Events

Economic Development Manager Sullivan presented the staff report. He recommended moving the Business Appreciation Day back to the third Tuesday in August and confirmed consensus of the EDA. He recommended moving the Business Network Meeting to one of the first three Thursdays in November.

Chairperson Steffen asked if the Fountains would be willing to hold a couple of those November dates, which would allow flexibility for the availability of the speaker.

Economic Development Manager Sullivan confirmed that he could verify that potential with the Fountains and would hope to lock in a speaker for the event earlier so that the date could be finalized.

Member Kuzma stated that he would prefer November 7th.

Economic Development Manager Sullivan provided an update on the Business Expo, reporting that 34 businesses have signed up for the event. He stated that a total of 55 to 60 businesses could be allowed at the new venue.

Motion by Chairperson Steffen, seconded by Member Kuzma, to select August 20, 2019 as the date for the 2019 Business Appreciation Day.

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

Motion by Chairperson Steffen, seconded by Member Burandt, to select a preferred date of November 7, 2019, with alternate dates as November 14th or 21st as the date for the 2019 Business Network Meeting at the Fountains of Ramsey.

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

5. MEMBER / STAFF UPDATE

5.01: Receive Update on Highway 10 Transportation Plan (Ramsey Gateway)

Community Development Director Gladhill provided an update on the process to update the Ramsey Highway 10 transportation plan/Ramsey Gateway. He stated that staff and the City Council, along with partners throughout Anoka County have been working to better define the scope of the Ramsey portion, as both Anoka and Elk River have received funding and approvals for large projects. He stated that different concepts for each intersection have been reviewed, and some eliminated, in order to present some of the preferred options at an upcoming public open house. He explained the evaluation process that was completed to narrow down the options for the Ramsey Boulevard and Sunfish Lake Boulevard intersections, along with the west end concepts. He noted that the west end will likely lag behind the other elements in the plan.

Member Burandt asked if there is any talk of moving the weigh station.

Community Development Director Gladhill stated that City staff has had talks with MnDOT and the Highway Patrol and as of today there are no plans to relocate that, although they are considering other elements that would help to improve safety. He stated that the project in Anoka is fully funded and has actually been expanded with some additional MnDOT projects, so that construction will begin at 7th Avenue and continue through Thurston Avenue. He noted that the City of Elk River also received funding to replace traffic signals on 169 and to also evaluate eliminating signals at Highway 10 and the 101/169 interchange. He reviewed upcoming dates for the public involvement plan which includes a meeting of the Steering Committee, property owner meetings, and a public open house.

Chairperson Steffen asked if the entire stretch of the Anoka project would begin in 2022 or whether that would be phased in multiple years.

Community Development Director Gladhill stated that there will be two projects, the Anoka portion and the MnDOT portion, but noted that both projects are anticipated to begin in 2022.

Chairperson Steffen asked the timing for Ramsey Boulevard and Sunfish Lake Boulevard.

Community Development Director Gladhill noted that the date is uncertain at this time, as the design is still about one year out and then once that is completed, the search for funding can begin.

5.02: Other

City Administrator Ulrich stated that the Council recently approved the use of HRA funds to complete a housing market study.

Community Development Director Gladhill stated that there is demand for small lot single-family from developers and multi-family and therefore the City believed that this would be a good time to review the market to ensure that Ramsey does not become oversaturated with one housing product and continues to have a good balance of housing products available.

Economic Development Manager Sullivan noted the joint worksession with the City Council and EDA on February 26th.

6. ADJOURNMENT

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

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

The regular meeting of the Economic Development Authority adjourned at 8:11 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Economic Development Authority (EDA)

4. 1.

Meeting Date: 03/14/2019

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Review Strategy for Listing City-Owned Land For Sale

Purpose/Background:

The purpose of this case is to review the City's strategy for marketing City-Owned Land For Sale.

The EDA met in January 2019 to discuss this topic and discussed at a Joint Work Session with the City Council on February 26, 2019. Based on the discussion at the Joint Work Session, this item was referred back to the EDA for further consideration and ultimately policy direction.

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 market city properties to its broker community and clients has its advantages. CBRE has a good reputation within the broker community. 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 to four more pending that CBRE has listed for the City since 2014.

Currently, the City has 17 City owned properties listed with CBRE including six to seven under contract. Eleven of these properties are in the COR and the rest are scattered across the community. The City markets the Bury and Carlson site, the Basalt industrial site and assists with others that are shovel ready certified.

In late 2018, Anoka County has added a regional economic development presence to the County as presented to the EDA last year. The City of Ramsey is included in this partnership and has the opportunity to list its properties on MNCAR at a nominal cost. This is a feature is also provided by CBRE as part of its listing contract free of cost. Anoka County does not provide signage on site for marketing and does not have the reputation or experience of a CBRE in the broker community at this time. It is difficult to fully compare CBRE to the new Anoka County Regional Economic Development Partnership. 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.

The EDA must determine what course of action should be taken to best list City owned properties.

Notification:

Notification is not required.

Observations/Alternatives:

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

1. Continue Contract with CBRE.
2. Amend Contract with CBRE on the number of properties listed for specific properties, commission, look-back period, or other standards.
3. Seek proposals from other real estate brokers
4. List and market properties utilizing City Staff

Based on the complexity of these options, Staff is seeking input from the EDA to discuss our marketing and listing strategy moving forward. In the interim, Staff is comfortable in continuing listing with CBRE but is certainly open to suggestions.

Funding Source:

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

Recommendation:

- Continue to list its industrial listings (28, 37 and 55) and consider adding 6b (Water Tower #3 remnant site in Elmcrest District - 167th Avenue/Highway 47) and 11 (former gas station on Highway 47).
- Retain CBRE for other listing types. Staff is open to discussion relating to whether CBRE should continue to list all housing, retail, office, COR, non-COR and multi-family parcels.
- On parcels that CBRE is retained, add language in the contract that reduces or eliminates commission for prospects that originate with Staff.

Action:

Motion to recommend amendments to the contract with CBRE as recommended by City Staff.

Attachments

[Map of Listing Type](#)

[List of Properties For Sale](#)

[Recent Land Transaction Summary](#)

[Current Listing Agreement 7.30.19](#)

[Month To Month Listing Amendment](#)

[Original Listing Agreement](#)

Form Review

Inbox

Sean Sullivan (Originator)

Tim Gladhill

Form Started By: Sean Sullivan

Final Approval Date: 03/08/2019

Reviewed By

Sean Sullivan

Tim Gladhill

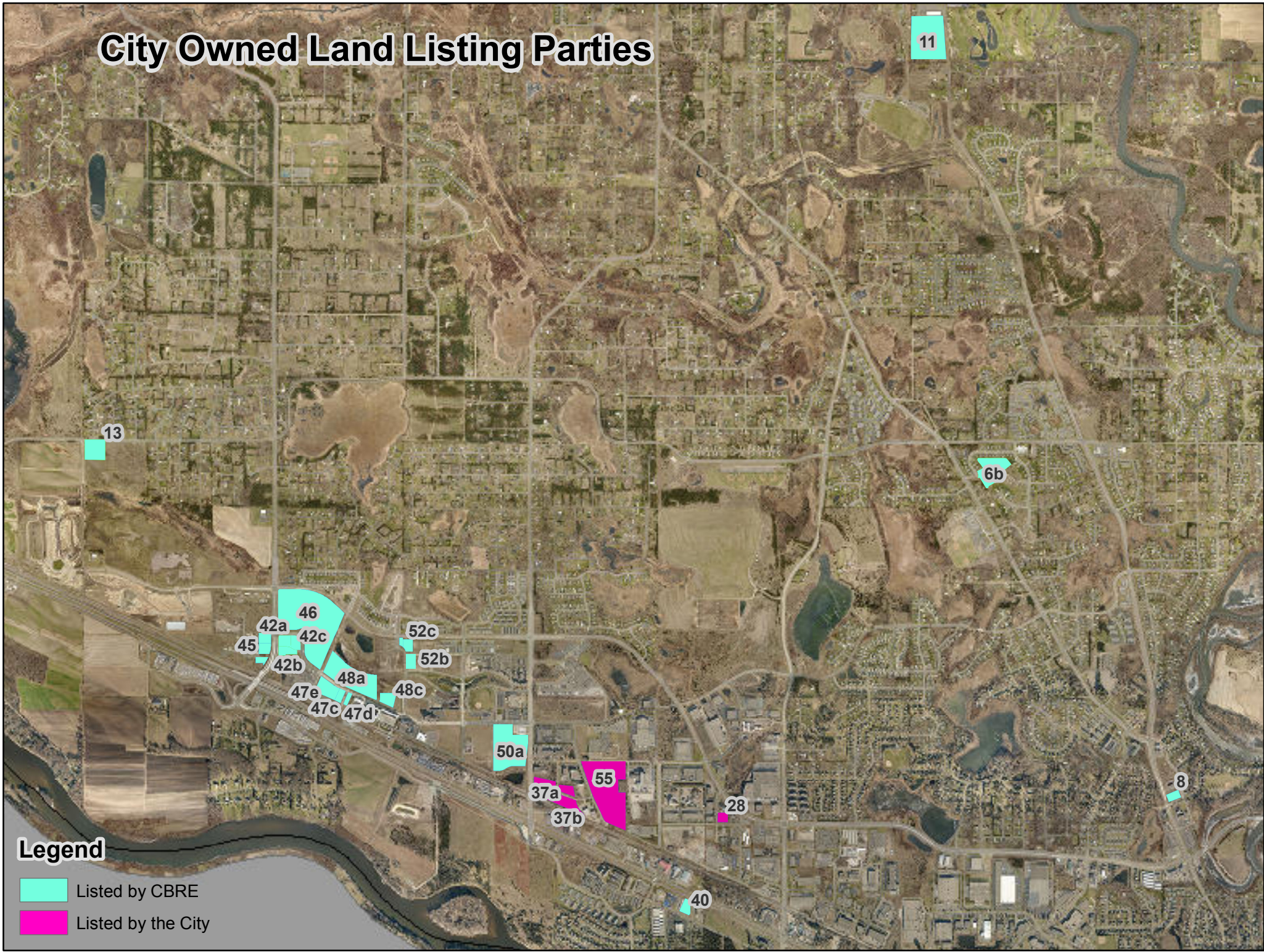
Date

03/06/2019 05:39 PM

03/08/2019 02:45 PM

Started On: 03/05/2019 09:04 AM

City Owned Land Listing Parties



Legend

- Listed by CBRE
- Listed by the City

Parcels Included in Map

Map ID	PID Numbers (s)			
6b	233225410081			
8	253225430043			
11	113225430004			
13	203225310003			
28	273225440003			
37a	273225330006			
37b	273225330009	273225330017		
40	343225130005			
45	293225140009	293225140010	293225140013	293225140014
55	273225340009			
42a	283225230012			
42b	283225230011			
42c	283225230013			
46	283225220058			
47c	283225310023			
47e	283225230018			
48a	283225240017			
48c	283225310025			
50a	283225410020			
52b	283225130092			
52c	283225130034	283225240005		

Closed Deals - CBRE

Project	Parcel	Listing Price	Sales Price	Lead Source	Commission Paid
Muni Center - NIK	6a	\$ 600,000	\$ 616,690	CBRE	\$ 30,834
AEON - Phase 1	52a	\$ 185,000	\$ 183,000	CBRE	\$ 9,150
Centra Homes	51	\$ 350,000	\$ 295,000	CBRE	\$ 14,750
Common Bond	47b	\$ 400,000	\$ 435,000	CBRE	\$ 21,750
Inland / Affinity	48b	\$ 585,446	\$ 584,840	CBRE	\$ 29,242
PSD, LLC	49	\$ 2,350,000	\$ 1,897,090	CITY	\$ 94,854
Coastal Living / Morning Sun	53b	\$ 105,000	\$ 170,000	CBRE	\$ 8,500
Stone Brook Academy	47d	\$ 200,000	\$ 121,852	CBRE	\$ 6,091
Purmort Homes	54	\$ 400,000	\$ 5,000	CITY	\$ 3,500
		\$ 5,175,446	\$ 4,308,472		\$ 218,671

Pending PA's

Project	Parcel	Listing Price	Sales Price	Lead Source	Commission Paid
Muni Center - Meadow Creek	6b	\$ 260,000	\$ 180,000	CBRE	TBD
Capstone Homes - ROW	13a	\$ 45,000	\$ 27,750	CBRE	TBD
Rob Hardy - RGH Ramsey	42	\$ 2,059,517	\$ 1,383,464	CITY	TBD
AEON -Phase 2	52b	\$ 125,000	\$ 122,000	CBRE	TBD
		\$ 2,489,517	\$ 1,713,214		



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

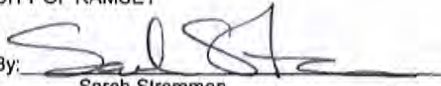
By: 
 Title: Blake R. Hastings
Managing Director

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

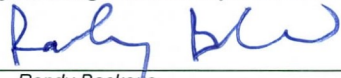
By: 
Kurt Ulrich

Title: City Administrator

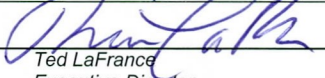
Date: January 28, 2014

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. 2.

Meeting Date: 03/14/2019

By: Sean Sullivan, Community
Development

Title:

Consider Authorization for Participation in International Council of Shopping Centers (ICSC) - ReCon 2019

Purpose/Background:

Recently the City of Ramsey executed a contract with RGH Ramsey LLC to develop Site 42 (Former McDonald's site). Based on community feedback, the City has set a goal to increase its efforts for retail recruitment. The largest gathering of retail/restaurant brokers is held at ReCon in Las Vegas in May every year. Over 30,000 attendees, 2,700 retailers, and 1,050 exhibitors will be there. In addition, there are a number of great training and networking sessions throughout the conference. Mr. Hardy is a regular attendee at this event and believes that it is a good venue to generate prospects and develop relationships that are conducive to bringing retail business to Ramsey. Working together with a proven developer to promote our community could prove to be a very effective strategy.

Notification:

Notification is not required.

Observations/Alternatives:

Staff will have updated marketing materials for its commercial sites in the community by the time of this event. ReCon is held from May 19 to May 22 at the Las Vegas Convention Center. Mr. Hardy has indicated that he could get meetings set up for himself and the City to promote Ramsey opportunities and to try to broker deals or obtain serious interest in sites. Based on our discussions, Staff is confident that the City will have many individual meetings with retailers and restaurants. Staff also believes a coordinated approach will improve our marketing efforts.

Staff recommends attendance by the Economic Development Manager from May 18 to May 21. Attendance drops on the final day, and our attendance is not critical. This will create some overall cost savings. Staff is requesting a not to exceed budget of \$3,000. Staff has attached summary materials for the event.

Funding Source:

EDA Budget

Recommendation:

Staff recommendation is for EDA to authorize Economic Development Manager Sullivan to attend ReCon (ICSC) from May 18 to May 21 at a cost not to exceed \$3,000.

Action:

Motion to authorize Economic Development Manager Sullivan to attend ReCon (ICSC) from May 18 to May 21 at a cost not to exceed \$3,000.

Attachments

ReCon 2019 Information

Form Review

Inbox

Sean Sullivan (Originator)
Tim Gladhill
Form Started By: Sean Sullivan
Final Approval Date: 03/08/2019

Reviewed By

Sean Sullivan
Tim Gladhill

Date

03/06/2019 05:20 PM
03/08/2019 02:32 PM
Started On: 03/05/2019 09:00 AM



LESS TRADITIONAL.
MORE INNOVATIVE.

RECON

May 19 – 22, 2019 | Las Vegas, NV | #ICSCRECon
Las Vegas Convention Center & Westgate Hotel

Register by **March 29** to
receive your badge in the mail.

RECON

May 19 – 22, 2019 | Las Vegas, NV | #ICSCRECon
Las Vegas Convention Center & Westgate Hotel

Get ready for RECon 2019! Our industry has new momentum, new rules and new players – and so does RECon.

Thought leaders and innovators, brokers, developers, retailers and more – RECon is your opportunity to make the right connections to strategically build your business.

RECon offers the most impactful four days of the year

Deal Making

The largest show floor in the industry is the prime place for deal making and connecting with decision makers.

New Destinations

Meet today's emerging industry players and expand your network and portfolio at the Retail in Focus and Health & Wellness destinations.

Learn & Grow

Advance your career through skills-enhancing sessions during Professional Development Day.



30,000+
ATTENDEES



2,700+
C-SUITE
PARTICIPANTS



1,050+
EXHIBITORS



30+
SESSIONS

Fees

Full Convention

	ADVANCE	ON-SITE
Member*:	\$660	\$820
Non-Member:	\$1,330	\$1,600
Student Member**:	\$50	N/A

Access to the Full Convention includes Professional Development Day (Sunday) All Conference Sessions and Keynote Presentations Lunches, Receptions and Awards Ceremonies Access to the Leasing Mall, Marketplace Mall

*To qualify for member rates, each registrant must be a member or an affiliate member. To become a member, call ICSC at +1 646 728 3800 or visit www.icsc.org/membership.

**ICSC student members are required to register in advance to receive the discounted student fee.

Registration Deadlines

March 29, 2019

Last day to register/
submit photo and receive
badge in mail

April 26, 2019

Last day to qualify for
Advance Registration rate

May 18, 2019

Register on-site in
Las Vegas

Professional Development Day | Sunday, May 20

Advance/On-Site: \$250

For attendees without a Full Convention badge, add on Sunday conference and education sessions.

How to Register

Visit www.icscreecon.org to register online. All attendees and exhibitors are required to have an ICSC-issued color photo badge. To submit a photo, visit www.icsc.org/member-photo-upload.

Consider Renewing Your Membership or Becoming a Member

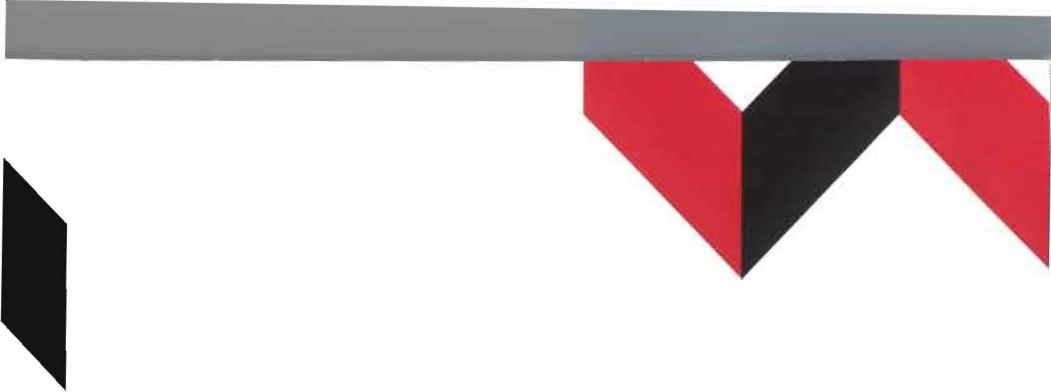
There are considerable savings and additional benefits in attending RECon and other ICSC events as a member, especially if colleagues are registering as well. Contact our Membership Team at +1 646 728 3800 or membership@icsc.org to learn how much you can save and what an ICSC membership can do for you.

Get More for Less in an Official Hotel

We've worked with onPeak, RECon's official hotel vendor, to negotiate a special reduced rate at a variety of conveniently located hotels. onPeak has no booking, change or cancellation fees, so there's no risk in securing the discounted rate before it sells out. Book your accommodations at www.onpeak.com/recon, call +1 855 992 3353, +1 312 527 7300 (international) or email recon@onpeak.com.

Sponsorship & Advertising

RECon is a unique chance to promote your company to the world's largest audience of retail real estate professionals. ICSC provides a variety of customizable sponsorship and advertising packages that offer compelling ways to communicate your branding and message. To learn more, visit www.icscreecon.org or contact Rita Malek at rmalek@icsc.org or +1 646 728 3539.



Make the most of your RECon experience – be sure to visit the RECon 2019 Destinations throughout the Las Vegas Convention Center.

Retail in Focus

Emerging Brands and Specialty Retailers (formerly SPREE) elevating the consumer experience

Talent Development Pavilion

Education sessions designed to sharpen skills for today's diverse professionals

Health & Wellness – New Tenant Class

Pharmacies to gyms to health practitioners – a fast-growing sector

P3 Pavilion

Cities and municipalities ready to add shopping centers to their community development plans

Innovation Exchange

Retail innovators using tech to transform in-store shopping

Finance Pavilion

Lenders and other financial institutions that provide essential funding

Marketplace Mall

Leading providers showcase innovations in products and services

Design Trends

Cutting-edge shopping center designs sure to inspire and inform future design initiatives

Program At-a-Glance

Saturday | May 18

12:00 – 5:00 pm Registration

Sunday | May 19 Professional Development Day

8:00 am – 5:00 pm Registration

9:00 am – 12:15 pm Professional Development Workshops

1:00 – 2:00 pm Opening Keynote Presentation

2:15 – 5:30 pm Professional Development Workshops

5:30 – 7:00 pm ICSC Global Awards Ceremony

7:30 – 9:30 pm Opening Reception at XS Nightclub at Encore

Monday | May 20

7:00 am – 5:00 pm Registration

8:00 am – 5:00 pm Leasing Mall/Marketplace Mall

10:00 am – 12:15 pm Conference Sessions

12:30 – 2:00 pm Lunch and Keynote Presentation

2:15 – 5:30 pm Conference Sessions

5:30 – 7:00 pm Diversity Reception

6:30 – 7:30 pm Student Reception

Tuesday | May 21

7:00 am – 5:00 pm Registration

8:00 am – 5:00 pm Leasing Mall/Marketplace Mall

9:00 am – 12:15 pm Conference Sessions

12:30 – 2:00 pm Lunch and Keynote Presentation

2:30 – 5:00 pm Conference Sessions

Wednesday | May 22

7:00 am – 2:00 pm Registration

8:00 am – 2:00 pm Leasing Mall/Marketplace Mall

Full program details at www.icscrecon.org | #ICScreCon