

**City of Ramsey**  
**Agenda**  
**Economic Development Authority (EDA)**  
**Thursday, April 11, 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. Appoint Chairperson and Vice Chairperson
  2. Consider Purchase Agreement for 6590 141st Avenue NW; Case of MDBNK, LLC (All Seasons Garage Door)
  3. Consider Purchase Agreement with Knoll Properties, LLC (portions may be closed to the public)
  4. Review Site Concept and Recommendation for Public Hearing for Delta ModTech
  5. Review Concept Plan for Zeolite/Bunker Townhomes; Case of Lennar
  6. Review Strategy for Listing City-Owned Land For Sale
  7. Receive Update and Feedback on City Marketing Materials
- 5. Member/Staff Input**
- 6. Adjournment**

**Economic Development Authority (EDA)**

**3. 1.**

**Meeting Date:** 04/11/2019

**Submitted For:** Sean Sullivan, Community Development

**By:** Wendy Schlueter, Community Development

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**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

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**Attachments**

[021419 EDA Minutes](#)

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**Form Review**

**Inbox**

Sean Sullivan

Tim Gladhill

Form Started By: Wendy Schlueter

Final Approval Date: 04/05/2019

**Reviewed By**

Sean Sullivan

Tim Gladhill

**Date**

04/02/2019 08:18 PM

04/05/2019 07:54 AM

Started On: 03/25/2019 12:36 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 13<sup>th</sup> 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 7<sup>th</sup>.

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 14<sup>th</sup> or 21<sup>st</sup> 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 7<sup>th</sup> 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 26<sup>th</sup>.

## 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,

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Sean Sullivan  
Economic Development Manager

ATTEST:

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Wendy Schlueter  
Economic Development Administrative Assistant

Draft by Amanda Staple  
*TimeSaver Off Site Secretarial, Inc.*

**Economic Development Authority (EDA)**

**4. 1.**

**Meeting Date:** 04/11/2019

**Submitted For:** Sean Sullivan, Community Development

**By:** Wendy Schlueter, Community Development

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**Title:**

Appoint Chairperson and Vice Chairperson

**Purpose/Background:**

Each year the EDA appoints officers. Currently, Mr. Jim Steffen currently serves as Chairperson and Mr. Brian Burandt serves as the Vice Chairperson. The term of appointment is April 1, 2019 - March 31, 2020.

**Notification:**

**Observations/Alternatives:**

**Funding Source:**

**Recommendation:**

**Action:**

Motion to appoint \_\_\_\_\_ as Chairperson of the Economic Development Authority through March 31, 2020.

-and-

Motion to appoint \_\_\_\_\_ as Vice Chairperson of the Economic Development Authority through March 31, 2020.

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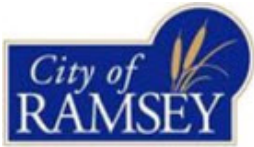
**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Sean Sullivan	Sean Sullivan	04/02/2019 08:19 PM
Tim Gladhill	Tim Gladhill	04/05/2019 07:55 AM
Form Started By: Wendy Schlueter		Started On: 03/29/2019 10:49 AM
Final Approval Date: 04/05/2019		



Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

**Economic Development Authority (EDA)**

**4. 2.**

**Meeting Date:** 04/11/2019

**By:** Sean Sullivan, Community  
Development

**Title:**

Consider Purchase Agreement for 6590 141st Avenue NW; Case of MDBNK, LLC (All Seasons Garage Door)

**Purpose/Background:**

**PURPOSE:**

The purpose of this case is to consider the attached purchase agreement.  
Property (PID# 27-32-25-44-0003) 6590 141st Avenue NW Ramsey, MN 55303.

**BACKGROUND: (Property)**

The City of Ramsey acquired the property on July 12, 2006 for \$211,200 for redevelopment and removal of blight purposes. At the time of purchase there was a building onsite that was demolished as part of the project. The city is currently listing the property for \$105,000 (\$2.53 / SF). Over the past few years the City has been approached by numerous parties but has been unable to find a project that works for the site. Staff has worked with adjacent owners in the past (All Seasons and 24 Restore) but has been unable to find a solution that works financially for the site up until this point. The site is limited as to how it could be developed due to its small size. The property has been marketed for nearly 12 years and the City has not been able to find a viable project. Ordinance #15-05 has been adopted authorizing the sale of this parcel.

**BACKGROUND: (MDBNK, LLC and All Seasons Garage)**

All Seasons Garage Door currently owns and operates its business out of 14161 Basalt St NW. All Seasons Garage Door is a family owned business that has been in operation since 1981. In 1992 Mark and Dara Northfield purchased the business from his father and have steadily grown the company. Mark and Dara Northfield moved the company to Ramsey in February of 2015 and brought with it 17 employees. Today, All Seasons has 24 employees. As part of the purchase agreement All Seasons is requesting that access be granted from 141st Avenue NW in the event that it can no longer access Bunker Lake Boulevard.

**Notification:**

Notification is not required.

**Observations/Alternatives:**

MDBNK LLC has submitted the attached Purchase Agreement for \$73,000. A summary of the pertinent items in the PA is below:

**Listing Price:** \$105,000 (\$2.53 / SF)

**Anoka County Taxable Market Value:** \$105,900

**Offer:** \$73,000 (\$1.76 SF)

**Earnest Money:** This PA does include earnest money (\$10,000.00, 13.6%). Earnest money will become hard if a Notice to Proceed is received from the Buyer.

**Right of Re-Entry Agreement:** Under the proposed PA, the Developer is only willing to have this clause relating to the construction of the parking lot and connecting sidewalk; not for construction of a future building. Staff will add language to the PA to reflect this if the EDA wishes to move forward with the rest of the terms of the proposed PA.

**Other:** MDBNK, LLC is requesting that access be granted from 141st Avenue NW in the event that access is not allowed on Bunker Lake Blvd or to access a future building. The site will be combined/merged to 14161 Basalt Street NW as part of this project.

**Broker Commission:** Premier Commercial Properties will receive 3.5% commission (\$2,555). This is a standard real estate clause as a broker assisted in finding a Buyer for the parcel.

**Net Proceeds:** \$70,445.

**Closing Date:** 30 days after the City received a Notice to Proceed from Buyer unless extended per terms of the attached PA.

**Land Sale Policy:** The attached PA generally meets the intent of the City's draft "Land Sale Policy" and The PA has been reviewed by City Staff and will be reviewed by the City Attorney prior to execution. Several changes (and negotiations) have taken place between staff and the buyer. The sale of this land and the construction of a parking lot and connecting sidewalk will result in an increase of taxable market value.

**Buyer:** The buyer, MDBNK. LLC (All Seasons Garage Door) The Company history is highlighted in the Background section.

Please note that the project still needs to go through site plan review with the Planning Commission for the proposed parking lot and sidewalk connection. The Planning Commission has reviewed the current concept plan and was supportive of moving forward from a Planning/Zoning perspective.

**Funding Source:**

No funding is required.

**Recommendation:**

The property has been vacant and off the tax rolls since 2006. The proposed project is securing a future for an existing, growing Ramsey Business. Although the company is unwilling to commit to a future building and timeline to construct it, there is a good possibility it could happen. Construction of the parking lot and connecting sidewalk will improve the conditions of the site. Based on these factors staff is recommending approval the attached purchase agreement and to enter into a Right of Re-Entry Agreement with MDBNK, LLC for roughly .95 acres of city owned land located at 6590 141st Avenue NW.

**Action:**

Motion to recommend the City Council approve the attached purchase agreement with MDBNK, LLC for roughly .95 acres of city owned land located at 6590 141st Avenue NW; subject to City Attorney review and approval.

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**Attachments**

Site Concept Plan

DRAFT PA from MDBNK LLC

City Land Sale Policy

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**Form Review**

**Inbox**

Tim Gladhill  
Kurt Ulrich  
Form Started By: Sean Sullivan  
Final Approval Date: 04/05/2019

**Reviewed By**

Tim Gladhill  
JoAnn Shaw

**Date**

04/05/2019 08:18 AM  
04/05/2019 09:46 AM  
Started On: 04/03/2019 02:50 PM

BASALT ST NW

BUNKER LAKE BLVD

BASALT ST NW

AZURITE ST NW

141 ST AVE NW

PROPOSED  
PARKING

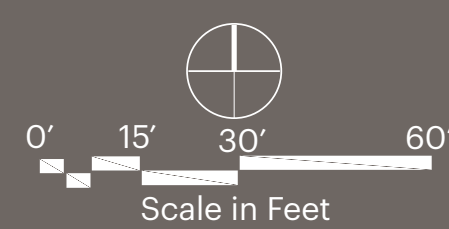
FUTURE  
BUILDING  
APPROX.  
5,000 SQ FT

FUTURE  
LOADING  
DOCK AREA

# All Season Garage Concept Site Plan

Ramsey, Minnesota

March 28, 2019 | WSB Project number: 013321-000



wsb

K:\013321-000\Cad\Exhibits\013321-000 All Seasons Garage

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **MDBNK, LLC and/or its assigns**, 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 **March 11<sup>th</sup>, 2019** (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller 0.95 acres of vacant land as legally described  
  
on the Attached Exhibit A;  
  
Address: 6590 141st Avenue NW, Ramsey, MN 55303 as depicted on graphic on Exhibit B;  
  
Anoka County Property Identification: 27-32-25-44-0003;  
  
Collectively “The Property”)
3. **PURCHASE PRICE.** The purchase price for the Property is \$73,000.00 (the “Purchase Price”).
4. **EARNEST MONEY.** Within (5) business days after the Effective Date, Buyer must deposit the sum of \$10,000 (the “Earnest Money”) with Commercial Partners Title Company, 200 South 6<sup>th</sup> Street, #1300, Minneapolis, MN 55402 (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - a. If Buyer does not deposit the 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, than 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 18<sup>th</sup>, 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-plat 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: MDBNK, LLC  
Dara Northfield  
10222 Mississippi Blvd  
Coon Rapids, MN 55433  
Email: dara@allseasonsgaragedoor.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 two (2) times, each time for a period of sixty (60) days, by depositing an additional Five Thousand and 00/100 Dollars (\$5,000.00) earnest money with Escrow Agent for each extension. Each \$5,000 extension payment shall be non-refundable, but applicable to the Purchase Price. 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 Purchase 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 FEES.** Seller agrees to pay real estate commissions, at Closing, in the amount of three and one-half percent (3.5%) of the purchase price to Premier Commercial Properties, LLC. Buyer and Seller acknowledge no other Brokers in this transaction. 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 written confirmation or a certificate of occupancy from the City of Ramsey for the construction of the following:

- a) Buyer will construct of a parking lot consisting of a minimum of Ten (10) spaces with sidewalk connected to existing driveway. Compliant with City Code and Zoning on the Property to serve 14161 Basalt Street NW by December 15, 2019. Buyer will combine/merge 14161 Basalt Street NW and 6590 141<sup>st</sup> Avenue NW into one Anoka County Tax Identification Parcel as part of this process. The City of Ramsey gives approval for future access from 141<sup>st</sup> street to 14161 Basalt (south side of building) for future access and loading dock.

**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.

**SELLER: The City of Ramsey,** a Minnesota municipal corporation

By: \_\_\_\_\_  
John LeTourneau, Mayor

Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Dated: \_\_\_\_\_, 2019

**BUYER: MDBNK, LLC,** a Minnesota Limited Liability Company.

By: *Dara Northfield*  
Dara Northfield, Chief Manager

Dated: 3/12, 2019

**EXHIBIT A**

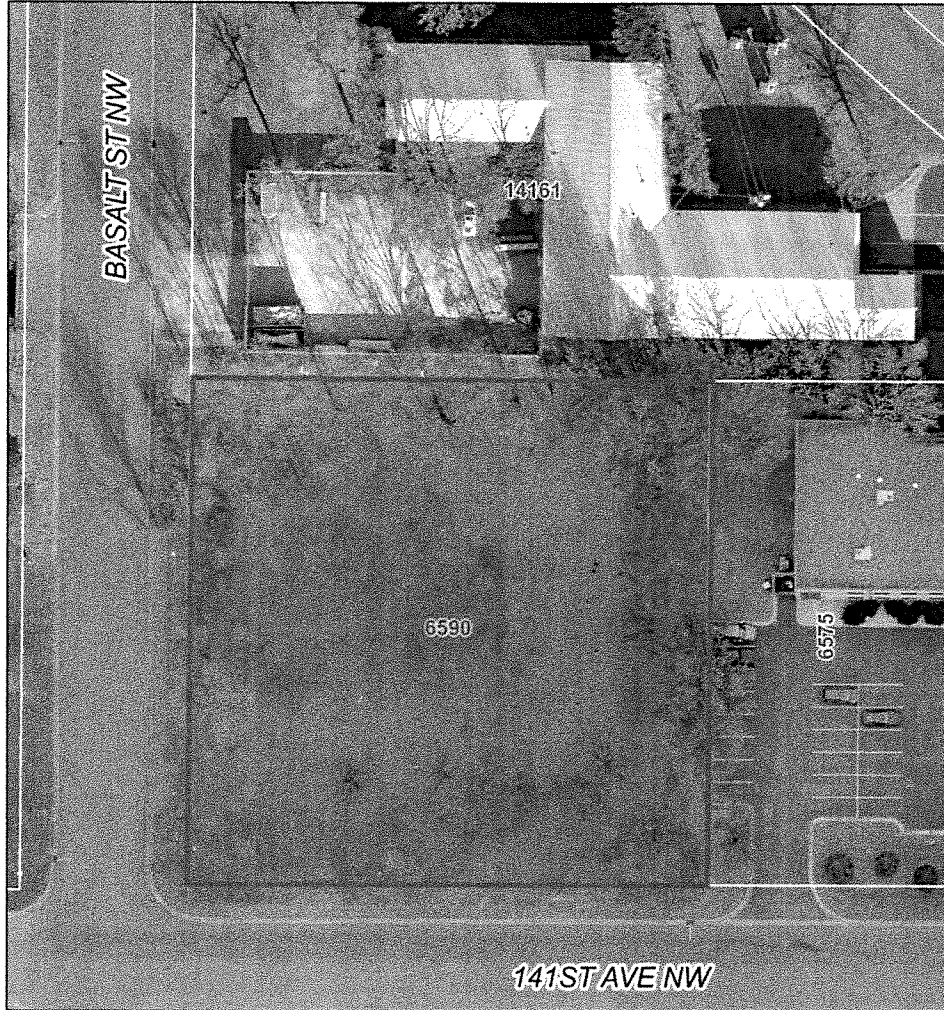
**LEGAL DESCRIPTION OF PROPERTY**

UNPLATTED CITY OF RAMSEY ALL THAT PART OF THE N 200 FT OF THE S 233 FT OF THE S1/2 OF SE1/4 OF SEC 27-32-25 ANOKA CNTY, MN LYING W OF THE E 1146 FT THEREOF & LYING E OF A LINE PRL WITH THE E LINE OF SAID S1/2 OF SE1/4 DRAWN NLY FROM A POINT ON THE S LINE OF SAID S1/2 OF SE1/4 A DIST OF 266.00 FT E OF THE NW CORNER OF LOT 1 OF THE DULY RECORDED PLAT OF AUD SUB NO 30 SAID ANOKA CNTY SAID 266 FT BEING MEAS AT RIGHT ANGLES TO THE W LINE OF SAID LOT 1 TOG WITH AN EASE FOR RD PURP OF VER THE S 33 FT OF THE E 1146 FT OF THE S1/2 OF SE1/4

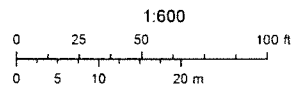
**NOTE:** The precise legal description of the Land is to be confirmed by the Title Evidence. It is the intent of the parties that the Land consists of the real property owned by Seller commonly known as 6590 141st Avenue NW in Ramsey, Minnesota. In the event that the correct description of the Land established in the Title Evidence should differ from the description of the Land set forth above in this *Exhibit A*, the description set forth in the Title Evidence shall be deemed to govern and replace the description set forth above.

**EXHIBIT B**

Site Graphic of Property



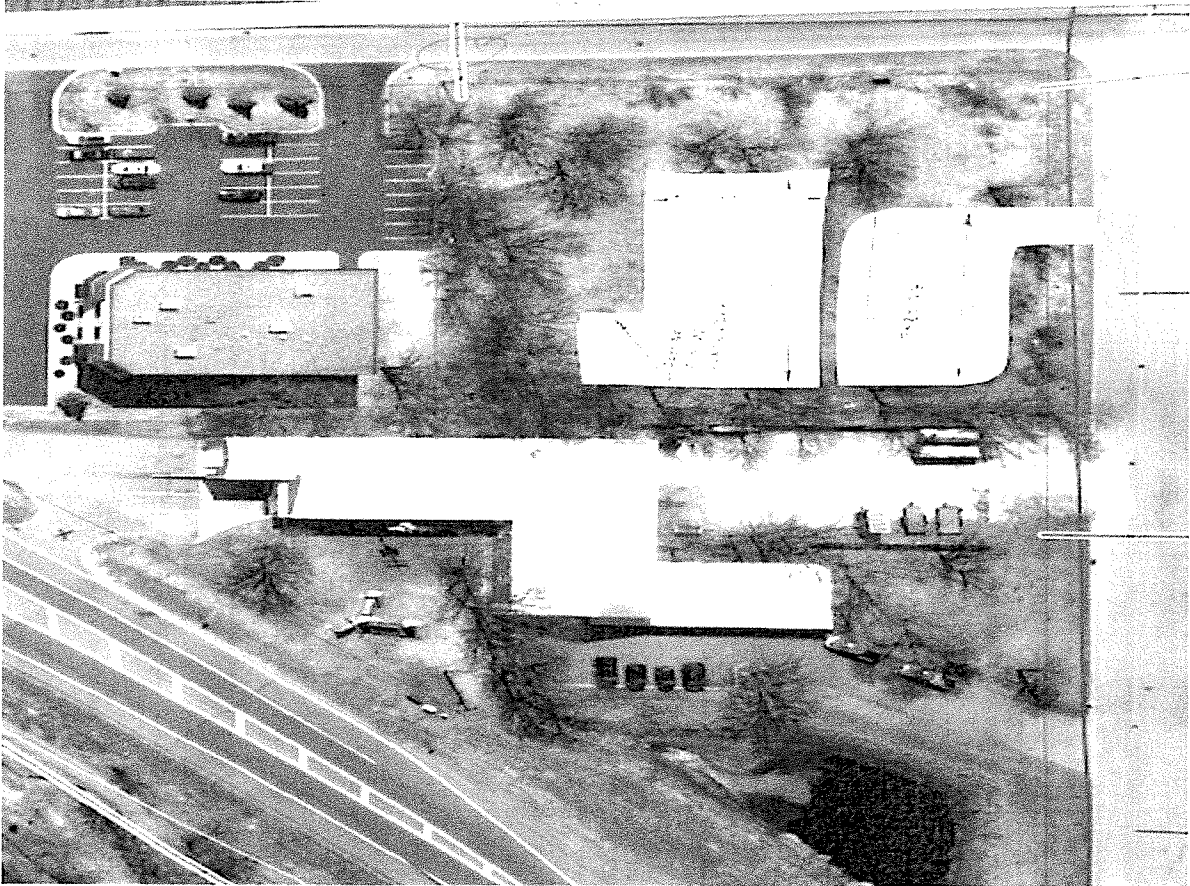
December 18, 2018



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

**EXHIBIT C**

**Site Concept**



# **POLICY FOR THE SALE OF CITY OWNED LAND**

City of Ramsey, Anoka County, Minnesota

This policy was adopted by the City Council on April 14, 2015.

This policy replaces the City's former *Policy for the Disposition of City Owned Land* adopted on June 12, 2012.

## **SECTION 1: PURPOSE**

- A. Establish a formal, equitable and efficient process for the sale of city owned land.
- B. Establish decision-making criteria to aid policy makers as they consider offers to purchase city owned land.
- C. Establish general policy direction to aid staff as they negotiate with prospect buyers interested in purchasing city owned land.

## **SECTION 2: GOVERNANCE**

This policy and process shall be facilitated by the Ramsey Economic Development Authority (EDA). The Ramsey EDA shall develop recommendations related to this process and policy for City Council consideration. The Ramsey EDA does not have final decision-making authority related to this policy and process. With reasonable cause, including responding to prospects in a timely manner, the City Council may bypass the EDA from any, or all, portions of this policy or process.

## **SECTION 3: PUBLIC BENEFIT**

The sale of surplus City-owned properties has a number of benefits to the community:

- (1) Reduced City property maintenance costs
- (2) Reduced City liability
- (3) Increased property tax revenues
- (4) Reduced City resources needed for management of City owned parcels
- (5) Reallocation of parcels to fit in line with long term City needs and goals

## **SECTION 4: SURPLUS CITY OWNED LAND PROCESS**

Upon direction from the City Council, city staff shall develop an inventory of city owned land; and determine properties unneeded for current or future city functions and available for sale. The City may consider parcels surplus City owned land if at least one of the following criteria/needs is not met:

- (1) Economic development purposes; including removal of blighted properties and enhancing the City's tax base
- (2) Housing development purposes; including removal of blighted properties
- (3) Public works, maintenance, engineering, administration, recreation or public safety: facilities, staging or storage areas
- (4) Public right of way; including roads, railroads and airports
- (5) Drainage, wetland and utility easements
- (6) Public parks, trails and open space
- (7) Any other reasonable use determined by the City Council

After a property is deemed surplus City owned land, consideration for the sale or disposition of property depend on the criteria outlined below.

- (1) Ability to develop (utilities, size, stormwater, soils, roads, legal restrictions, etc.)
- (2) Public input and feedback regarding potential future development
- (3) Feasibility Report:  
All costs incurred by the City in order to sell surplus City owned land should be weighed against a payback to the City in property taxes; and land sale proceeds. This specific calculation, and the City's acceptance threshold may change on a project-to-project basis.
- (4) Any other reasonable cost determined by the City Council

## SECTION 5: MARKETING PROCESS

Upon direction from the City Council, city staff shall actively market city surplus owned property available for sale. The process of marketing City owned land should include the following items:

### Marketing Process

- a. Establish whom shall actively market the sale of City owned land: city staff or a third-party professional services firm.
- b. Establish an asking price.
- c. Establish an acceptable sale price range\*
- d. Develop and Distribute Basic Marketing Materials and Site Information
- e. Complete site preparation due diligence; see below.  
Standard due diligence will be completed for all properties available for sale. Staff will develop a recommendation for EDA and Council consideration for optional due diligence.

### *STANDARD*

- (1) ALTA Survey (Table A, items: 1-4, 6, 8, 11a, 21)
- (2) Title Commitment

### *OPTIONAL (elected)*

- (3) Phase 1 Environmental Site Assessment (ESA), Phase 2 ESA, Limited Site Investigation (LSI), Response Action Plan (RAP)
- (4) Analysis of Site Specific Available Economic Development Incentives
- (5) Geotechnical Soils Evaluation
- (6) Hazardous Materials Survey
- (7) Wetland Delineation
- (8) Concept Site Design
- (9) Building Demolition/Site Clean-Up
- (10) Shovel Ready Certification
- (11) Other work as determined by the Ramsey City Council

### \*Acceptable Price Range

An acceptable sale price range will be developed by a third party professional; and subsequently adopted by the City Council in closed session. Staff will utilize this price range to negotiate land sale prices with prospects. Staff will attempt to maximize the sale price in all land transactions; and shall be authorized to make counter offers to prospective buyers. If offers received are below the acceptable price range, staff has the authority to deny an offer. The City may decide to sell a property below the acceptable sale price range for economic development purposes, to achieve strategic goals set by the City Council, or any other reasonable cause determined by the City Council. Economic development projects should be evaluated within the context of the City's adopted business subsidy policy.

## **SECTION 6: SALE PROCESS**

The purpose of this section is to outline the process in which staff shall work with prospect buyers to negotiate the sale of surplus City owned land.

### Step 1: Letter of Intent (LOI)

- A. Prospect buyer submits written correspondence identifying their interest in purchasing City owned land. Correspondence should include as much detail as reasonably possible. A “term-sheet” or “deal-summary” are acceptable for this step.
- B. Staff shall review the written proposal. Based on staff’s determination, if the proposal fails to meet the intent of this policy or direction from the City Council and EDA, staff shall provide a recommendation to the prospect buyer to reconsider/amend their LOI; or request additional information (see Section 7, G).
- C. EDA and City Council LOI consideration. Staff shall prepare a case write-up, decision alternatives, and recommendation for action. The EDA shall then provide a recommendation for City Council consideration. The City Council shall provide general policy direction. The City Council may provide direction to the prospect buyer to draft a formal purchase agreement for further consideration.

### Step 2: Purchase Agreement (PA)

- A. Prospect buyer submits a formal PA identifying their proposed terms and conditions for purchasing City owned land.
- B. Staff and the City attorney shall evaluate the proposed PA in context of the City’s preferred PA terms outlined in Section 7 of this policy. Based on staff’s determination, if the proposed PA fails to meet the intent of this policy or direction from the City Council and EDA, staff shall provide a recommendation to the prospect buyer to reconsider/amend terms and conditions within the proposed PA.
- C. EDA and City Council PA consideration. Staff shall prepare a case write-up, decision alternatives, and recommendation for action. The EDA shall then provide a recommendation for City Council consideration. The City Council shall then consider the proposed PA and may provide direction to reject, amend or execute.

### Step 3: Closing

- A. Staff and the City Attorney shall execute the closing of all PAs. Staff will execute closing based on language included in the respective PA and Section 7 and 8 of this policy.

### EDA Review Alternatives

The EDA may utilize the following methods for review: (1) regular monthly EDA meeting (2) special EDA meeting; which may not require a quorum (3) one-way, one-time email feedback from individual EDA members directly to staff only (4) EDA participation in City Council meeting (4) no EDA review. Review alternatives shall be utilized based on the order outlined in this provision. Please see Section 2 of this policy for details on governance.

## SECTION 7: REQUIRED TERMS & CONDITIONS

The purpose of this section is to outline minimum terms and conditions that shall be included in PAs for the sale of City owned land. These terms and conditions may be waived or negotiated by the City Council.

The City shall develop a “*Template PA*” based on terms and conditions outlined in this policy. Said *Template PA* shall be utilized when practical and possible. Use of said *Template PA* shall be determined on a case-by-case basis.

A. Termination Date/Initial Closing Date/ Due-Diligence Period

The initial closing date shall be set for within 10 days after all buyer and seller contingencies can be reasonably met. The normally acceptable due-diligence period shall be tied to when City entitlements are met; which commonly include: zoning verification, site plan approval, plat approval, and development agreement approval. City staff shall target about six (6) months as a standard due-diligence period. However, depending on the use, size and complexity of a proposed project, a longer due-diligence period may be acceptable.

B. Earnest Money

The City shall require earnest money for all land transactions. City staff shall have the authority to negotiate an acceptable level of earnest money and provide a recommendation for EDA and City Council review. A portion of said earnest money shall become non-refundable after 30-90 days. Earnest money terms shall be determined on a project-by-project basis.

C. Contract Extensions

Unforeseen circumstances may arise while completing due-diligence for the development of real estate. Often times, this results in a request from a prospective buyer for a PA due-diligence period extension. Staff will work with prospective buyer to develop a reasonable and attainable initial closing date; as outlined in Paragraph A above.

If the prospective buyer requests an extension to the initial closing date, the City shall require compensation. PA extensions shall require a portion, or all, earnest money to become non-refundable. If a PA is terminated, all non-refundable dollars shall be received by the City.

D. Construction Deadlines

As part of a standard PA, the City does not require a minimum construction deadline for buildings and improvements. However, on a case-by-case basis, the Council may request for this provision to be included in PAs.

NOTE: this statement does not prohibit construction deadlines within other government permits and agreements (development agreements, building permits, business subsidy agreements, etc.).

E. Tax Exempt Uses

The City owns a large inventory of land located within The COR. This land is situated within a prime location for intense commercial, office and residential development. The development of The COR is anticipated to generate significant local property taxes. The City

of Ramsey has identified several future high priority public improvement projects that rely on future property tax revenues from development within The COR. In order to meet future obligations to residents and businesses, the City is not seeking to sell City owned land located within The COR to tax exempt users.

NOTE: the City does anticipate a community center to be located within The COR. A community center user may be a tax exempt user. The City welcomes discussion of a community center with prospective developers.

F. Professional Services

City staff shall make a good faith effort to utilize local businesses for professional services required for land transactions (i.e. Title Commitment, Escrow Agent, Closing Services, ALTA Survey, etc.); subject to competitive pricing.

G. Pre-Development Meeting with City Staff

Before a PA is executed by the EDA or City Council, the City may require the buyer to meet with the City's development team to discuss project timelines, property specifications, required public infrastructure, land use regulations, and project feasibility (known as a "Pre-Development" meeting by staff). The purpose of this meeting is to confirm that the preliminary project concept is physically, schematically and financially possible. The City may require the buyer sign a non-binding MOU before executing a PA.

Staff is authorized to request the buyer supply a concept site plan for this process. A concept site plan is not intended to be a full, detailed site plan, but a generalized concept with sufficient detail to demonstrate compliance with zoning standards. Additionally, if deemed necessary, staff is authorized to request preliminary concept design to be reviewed by the Planning Commission as part of this process.

Staff should also consider the feasibility of the proposed project. If staff is unsure the proposed project is feasible for the buyer, staff shall be authorized to require supporting information from the buyer (e.g. statement from bank, developer, or architect, sources-and-uses sheet, etc.).

H. Land Sale Ordinance Contingency

The City Charter requires an ordinance be passed to sell City owned land. This process can take two to three months. The City shall include a provision in the contingencies section of all PAs requiring a land sale ordinance to be effective before closing.

I. Reassignment of Agreement

Agreement may not be reassigned without the written consent of the City.

## **SECTION 8: COST ASSIGNMENTS**

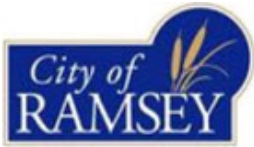
The purpose of this section is to outline an assignment of costs associated with negotiating and closing a PA. Staff shall utilize this information to develop a “net-proceeds” analysis for EDA and Council review.

### **A. City Costs**

1. Seller’s portion of the prorated property taxes and fees.
2. Seller’s own attorney’s fees.
3. One-half the cost of any closing fees.
4. State deed tax.
5. Real estate broker commission fees.
6. Title Commitment fees as prescribed in Section 5.
7. ALTA Survey fees as prescribed in Section 5.
8. The cost of any additional or elected marketing/site-prepping efforts by City as prescribed in Section 5.

### **B. Buyer Costs**

1. Buyer’s portion of the prorated property taxes and fees.
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 as required by the Buyer.
6. Environmental, architectural, engineering, financing, and developer fees associated with pre-development research and the entitlement process.
7. All other fees.



Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

**Economic Development Authority (EDA)**

**4. 3.**

**Meeting Date:** 04/11/2019

**By:** Sean Sullivan, Community  
Development

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**Title:**

Consider Purchase Agreement with Knoll Properties, LLC (portions may be closed to the public)

**Purpose/Background:**

**PURPOSE**

Consider purchase agreement (PA) from Knoll Properties LLC. for approximately 9.3 acres of City owned land located in Bury and Carlson Addition, west of Molin Concrete.

NOTE: if the EDA wishes, this case may be discussed in closed session. Closed session discussion shall be limited to reviewing the City's pricing strategy and developing a counter-offer (including all pricing and relevant terms).

**BACKGROUND (Subject Property)**

The subject property is located at 7XXX 143rd Avenue NW in Bury and Carlson Addition, just West of Molin Concrete. This 9.3 site is located at the SE corner of 143rd Avenue NW and Jasper St NW and is currently zoned E-2 Employment District. The entire 19.88 acre property was purchased by the City in 2008 for redevelopment/Public Works purposes for a price of \$1,593,500. The site is vacant, tax exempt, and is available. The City has the north 9.3 acres property listed on MNCAR through Anoka County for \$1,000,000. This is not a CBRE listing. Proceeds from the sale of this property would go to Public Works. A Sales radiance will need to be adopted prior to the sale of this property. The draft Ordinance #19-07 is attached to this case.

**BACKGROUND (Andersen Dahlen & Knoll Properties, LLC)**

Knoll Properties LLC is a holding company based out of Ramsey and managed by Tom and Dave Knoll. Knoll Properties LLC would purchase the subject property and Anderson Dahlen would operate additional operations from the subject property. The current campus would also be retained. Both entities are in good standing with State of Minnesota (business and lien system). There is a chance that another holding company could be created for this project but as of now, Knoll Properties, is anticipated to be the buyer/owner.

Anderson Dahlen was founded in the 1940's and was purchased by Richard Knoll in 1978. In 1984, Tom and Dave Knoll purchased 20% of the company. Tom and Dave Knoll purchased the remaining 80% of the company and consolidated into a 48,000 facility in Coon Rapids. In 2000, Anderson Dahlen built a 84,000 SF facility and moved its operations to Ramsey. In 2018, a 101,000 expansion opened at their Ramsey location. Currently, Anderson Dahlen employs over 300 employees.

Anderson Dahlen is now out of space at their current location and needs to secure additional space for the growth of its business. The development proposal includes commencing construction of 60-75,000 SF of manufacturing space (with the ability to add 40-60,000 SF at a later date) on the Subject Property (City owned property). The project would be completed no later than July 31, 2020. The total investment in Phase one of this project is anticipated to be Over \$6 Million Dollars. Anderson Dahlen plans to (a) keep their existing facility and (b) construct/operate from the new facility in Ramsey on the Subject Property. Anderson-Dahlen currently has over 300

full time employees and plans to add 60 over the next 3 years as a result of this proposed business expansion.

### **BACKGROUND (LOI, Purchase Agreement)**

Attached to this case is the the Letter of Intent from Knoll Properties, LLC and DRAFT version of the Purchase Agreement (PA).

#### **Notification:**

N/A

#### **Observations/Alternatives:**

### **OBSERVATIONS**

- **Zoning/Use:** Generally, the proposed development concept fits within the City's existing zoning regulations (will require official site plan review and approval). The Planning Commission reviewed the concept plan from this perspective and consensus was to move forward.
- **Sale Price:** The asking price for the subject property is \$2.47 per square foot (\$1,000,000). The offer price is \$1.66 per square foot (\$675,000). The offer price is "below the mid-range" (but within the total deal range) of the City's adopted "deal-range" for the subject property. Staff will recommend this offer price be accepted based on the project merits.
- **Property Taxes:** The proposed development is based on a 75,000 square foot building with the possibility for an additional 40,000 square foot expansion. Based on an estimated taxable market value of \$4,000,000 for Phase 1, this project will generate about \$133,000 in total annual property taxes, with the City receiving approximately 25% (\$33,250) annually when it hits the tax rolls.
- **Earnest Money:** This PA does include earnest money (\$67,500.00, 10%). Earnest money will become hard if the initial closing date is extended by the buyer.
- **Broker Commission:** There is no broker commission for this transaction
- **Net Proceeds:** \$675,000.
- **Closing Date:** To be determined. Attached to this case is a mock project timeline.
- **Land Sale Policy:** The attached PA generally meets the intent of the City's draft "Land Sale Policy" and has been reviewed by the City Attorney, and staff. Several changes (and negotiations) have taken place between staff and the buyer.
- **Buyer:** The buyer (Knoll Properties / Anderson Dahlen) has a history of success and delivering on projects in Ramsey as shown by its expansion to its ordinal building onsite and its commitment to creating "living wage" jobs in the community.

### **ALTERNATIVES**

#### **1. Approve** (staff recommendation)

The proposed deal provides several benefits to the City: (1) tax base (2) land-sale proceeds (3) retain and create jobs (4) quality project (5) positive momentum for development in Ramsey (6) the Council's general goal of selling tax-exempt surplus City owned land will be realized.

#### **2. Deny**

The EDA could recommend denial of the offer/project or direct Staff to counter-offer. If the proposed agreement is terminated, the Staff would restart marketing the subject property with Anoka County on MNCAR.

#### **3. Amend**

The EDA/Council may wish to recommend to adjust provisions included in the proposed PA. Staff would be happy to make adjustments as requested by the EDA/Council.

#### **Funding Source:**

This case is being handled as part of normal Staff duties.

#### **Recommendation:**

Staff recommends approval of the Purchase Agreement as presented.

**Action:**

Motion to recommend to the City Council approve the attached purchase agreement with Knoll Properties, LLC, contingent upon final review and amendments from the City Attorney.

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**Attachments**

Site Location Map

Knoll Properties LLC LOI

DRAFT Knoll Properties PA

Site Concept

Draft Project Schedule

City Land Sale Policy

Draft Ordinance #19-07

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**Form Review**

**Inbox**

Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Kurt Ulrich  
Form Started By: Sean Sullivan  
Final Approval Date: 04/05/2019

**Reviewed By**

Tim Gladhill  
Sean Sullivan  
Tim Gladhill  
JoAnn Shaw

**Date**

04/05/2019 08:01 AM  
04/05/2019 09:14 AM  
04/05/2019 09:41 AM  
04/05/2019 09:46 AM  
Started On: 04/01/2019 12:48 PM

Site #55, City Owned Land, Industrial Zoning

+ or - 9.3 Acres



# Letter of Intent

This Letter of Intent (the "Document") made this the 2nd day of April, 2019 (the "Execution Date"), between:

Knoll Properties, LLC of 6850 Sunwood Drive NW Ramsey, MN 55303  
(the "Purchaser")

-AND-

The City of Ramsey of 7550 Sunwood Drive NW Ramsey, MN 55303  
(the "Seller")

## BACKGROUND:

- A. The Seller is the owner of industrial property that is available for sale.
- B. The Purchaser wish to purchase industrial property from the Seller.

This Document will establish the basic terms to be used in a future real estate contract for sale (the "Contract") between the Seller and the Purchaser. The terms contained in this Document are not comprehensive and it is expected that addition terms maybe added, and existing terms may be changed or deleted. The basic terms are as follows"

### Non-Binding

1. This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the future Contract, dully executed by the Seller and the Purchaser, will be enforceable. The terms and conditions of any future Contract will supersede any terms and conditions contained in this Document. The Seller and the Purchaser are not prevented from entering into negotiations with third parties with regard to this Document.

### Transaction Description

2. The property (the "Property") that is the subject of this Document is located at the South East corner of 143<sup>rd</sup> and Jasper in the city of Ramsey MN.

### Purchase Price

3. The total purchase price for the property is \$675,000.00 USD.
4. The Purchaser will pay to the Seller the deposit amount of \$67,500.00 USD (the "Deposit") on or before the second of May, 2019 (the "Deposit Date").
5. The Purchaser will pay the Seller the balance amount of \$607,500.00 USD on or before the 1<sup>st</sup> of June 2019 (the "Closing Date") as payment in full for the Property.

6. The purchaser will take possession of the Property on the 1<sup>st</sup> day of June 2019.
7. The Purchaser will enter into a development agreement with the City of Ramsey to construct a minimum of 60,000 square foot industrial building on the Property within on year after the Closing Date.

**Real Property Disclosure**

8. The Seller does not know of any material facts that would affect the value of the Property, except those that are observable by the Purchaser or known to the Seller and stated in this Document.

**Representations**

9. The Seller represents and warrants that the Property is free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty.

**Terms and Conditions**

10. The final purchase agreement will be subject to the Purchaser being approved for all financing by the Closing Date. Either the Seller or the Purchaser may cancel the final agreement if the Purchaser cannot obtain adequate financing by the Closing Date despite due diligence and good faith on the part of the Purchaser.
11. The Purchaser accepts the property in its current state and condition without further work, repairs, treatments or improvements.

This Document accurately reflects the understanding between the Seller and the Purchaser, signed on this the 2<sup>nd</sup> day of April, 2019.

Per: \_\_\_\_\_

David J. Knoll

Partner

Knoll Properties, LLC.

Per: \_\_\_\_\_

Sean Sullivan

Economic Development Manager

City of Ramsey

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **KNOLL PROPERTIES, 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 **April 23, 2019** (the “Effective Date”).
- 2. SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller 9.3 acres of vacant land, legally described as follows:

The North 9.3 acres of Lot 1, Block 1, Bury and Carlson Addition, Anoka County, Minnesota. (the “Property”)

Addresses: 7XXX 143<sup>rd</sup> Avenue Northwest, Ramsey, MN 55303

Anoka County Property Identification: The North 9.3 acres of 27-32-25-34-0009;

- 3. PURCHASE PRICE.** The purchase price for the Property is \$675,000.00 (the “Purchase Price”).
- 4. EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within (5) business days after the Effective Date, Buyer must deposit the sum of \$67,500.000 (the “Earnest Money”) with Commercial Partners Title Company, 200 South 6<sup>th</sup> Street, #1300, Minneapolis, MN 55402 (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - a. If Buyer does not deposit the 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, than 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 23, 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: Knoll Properties , LLC  
David Knoll  
6850 Sunwood Drive NW  
Ramsey, MN 55303  
Email: knod@andersondahlen.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 two (2) times, each time for a period of thirty (60) days at a cost of Five Thousand and 00/100's Dollars (\$5,000.00). Each \$5,000.00 extension payment to the City shall be non-refundable, but applicable to the Purchase Price. 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 of occupancy from the City of Ramsey for the construction of a minimum of 60,000 SF manufacturing facility on the Property by July 31, 2020. 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

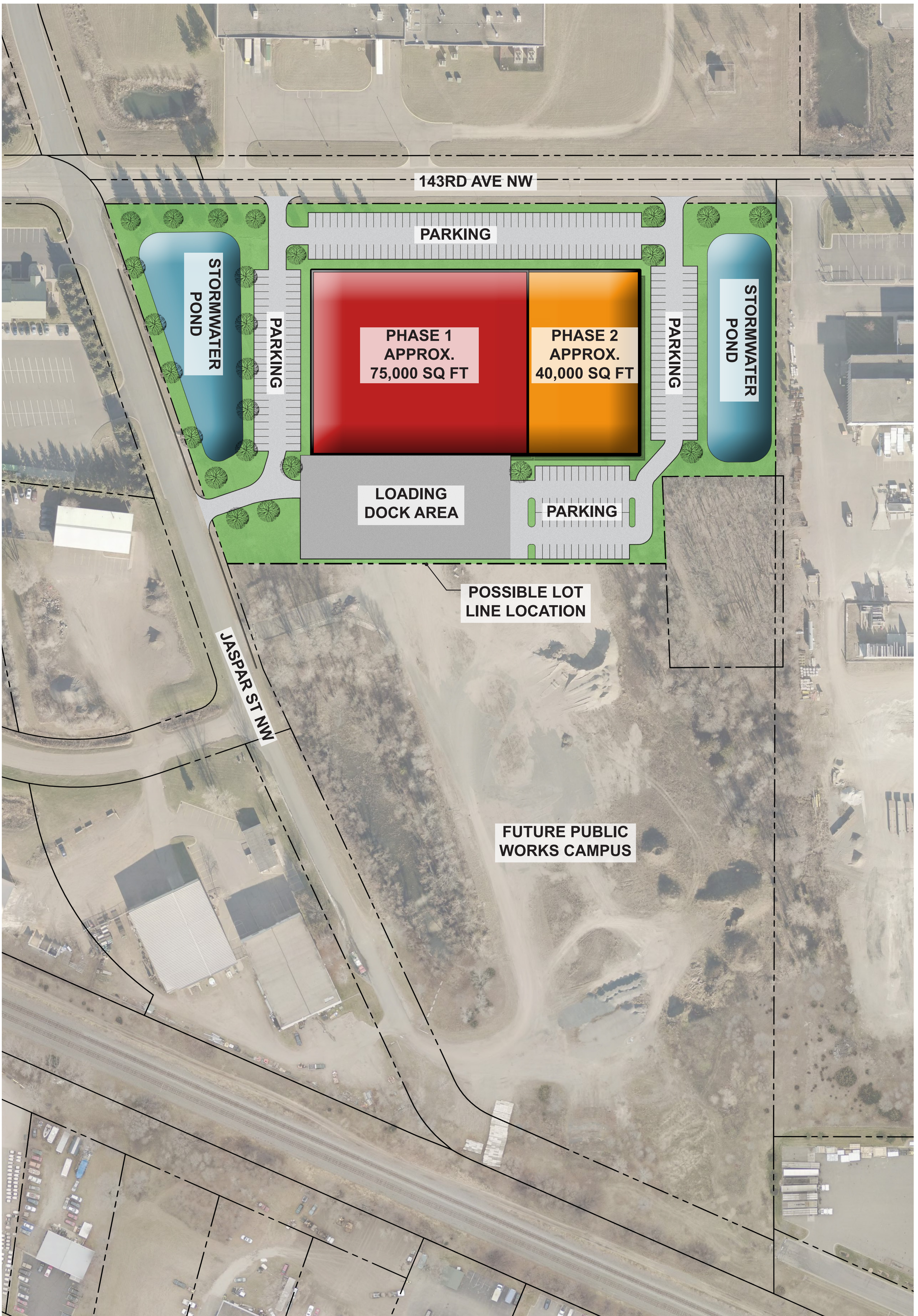
By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Dated: \_\_\_\_\_, 2019

**BUYER: KNOLL PROPERTIES, LLC**, a Minnesota Limited Liability Company.

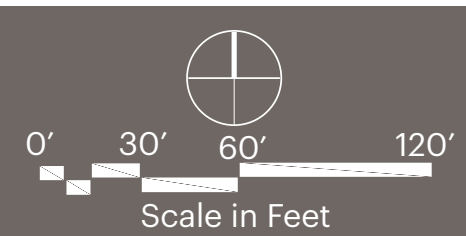
By: \_\_\_\_\_  
David J. Knoll, Chief Manager

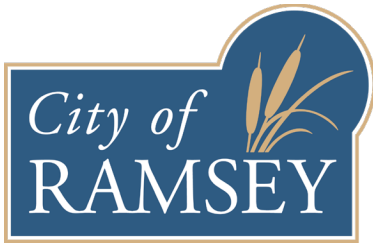
Dated: \_\_\_\_\_, 2019



# Anderson Dahlen Concept Site Plan

Ramsey, Minnesota  
 March 28, 2019 | WSB Project number: 013321-000





7550 Sunwood Drive NW • Ramsey, MN 55303

City Hall: 763.427.1410 • Fax: 763.427.5543

[www.cityoframsey.com](http://www.cityoframsey.com)

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Draft Schedule for Anderson Dahlen

Concept Review – Planning Commission	Thursday, April 4, 2019	Gladhill
Purchase Agreement – EDA	Thursday, April 11, 2019	Sullivan
Purchase Agreement – City Council	Tuesday, April 23, 2019	Sullivan
Pre-Application Meeting	Prior to May 2, 2019	Gladhill
Site Plan/Plat Submittal Deadline	Thursday, May 2, 2019 <i>Must submit electronically.</i>	Applicant
Site Plan/Plat – Planning Commission	Thursday, June 6, 2019	Gladhill
Site Plan/Plat – City Council	Tuesday, June 25, 2019	Gladhill
Post-Approval Meeting	After June 25, 2019	Gladhill
Building Permit	TBD (30 Days) <i>Can submit after Planning Commission. Must submit electronically.</i>	Szykulski
Pre-Construction Meeting	TBD <i>Scheduled Through City Engineer</i>	Westby

\*Likely construction start date mid-July.

# **POLICY FOR THE SALE OF CITY OWNED LAND**

City of Ramsey, Anoka County, Minnesota

This policy was adopted by the City Council on April 14, 2015.

This policy replaces the City's former *Policy for the Disposition of City Owned Land* adopted on June 12, 2012.

## **SECTION 1: PURPOSE**

- A. Establish a formal, equitable and efficient process for the sale of city owned land.
- B. Establish decision-making criteria to aid policy makers as they consider offers to purchase city owned land.
- C. Establish general policy direction to aid staff as they negotiate with prospect buyers interested in purchasing city owned land.

## **SECTION 2: GOVERNANCE**

This policy and process shall be facilitated by the Ramsey Economic Development Authority (EDA). The Ramsey EDA shall develop recommendations related to this process and policy for City Council consideration. The Ramsey EDA does not have final decision-making authority related to this policy and process. With reasonable cause, including responding to prospects in a timely manner, the City Council may bypass the EDA from any, or all, portions of this policy or process.

## **SECTION 3: PUBLIC BENEFIT**

The sale of surplus City-owned properties has a number of benefits to the community:

- (1) Reduced City property maintenance costs
- (2) Reduced City liability
- (3) Increased property tax revenues
- (4) Reduced City resources needed for management of City owned parcels
- (5) Reallocation of parcels to fit in line with long term City needs and goals

## **SECTION 4: SURPLUS CITY OWNED LAND PROCESS**

Upon direction from the City Council, city staff shall develop an inventory of city owned land; and determine properties unneeded for current or future city functions and available for sale. The City may consider parcels surplus City owned land if at least one of the following criteria/needs is not met:

- (1) Economic development purposes; including removal of blighted properties and enhancing the City's tax base
- (2) Housing development purposes; including removal of blighted properties
- (3) Public works, maintenance, engineering, administration, recreation or public safety: facilities, staging or storage areas
- (4) Public right of way; including roads, railroads and airports
- (5) Drainage, wetland and utility easements
- (6) Public parks, trails and open space
- (7) Any other reasonable use determined by the City Council

After a property is deemed surplus City owned land, consideration for the sale or disposition of property depend on the criteria outlined below.

- (1) Ability to develop (utilities, size, stormwater, soils, roads, legal restrictions, etc.)
- (2) Public input and feedback regarding potential future development
- (3) Feasibility Report:  
All costs incurred by the City in order to sell surplus City owned land should be weighed against a payback to the City in property taxes; and land sale proceeds. This specific calculation, and the City's acceptance threshold may change on a project-to-project basis.
- (4) Any other reasonable cost determined by the City Council

## SECTION 5: MARKETING PROCESS

Upon direction from the City Council, city staff shall actively market city surplus owned property available for sale. The process of marketing City owned land should include the following items:

### Marketing Process

- a. Establish whom shall actively market the sale of City owned land: city staff or a third-party professional services firm.
- b. Establish an asking price.
- c. Establish an acceptable sale price range\*
- d. Develop and Distribute Basic Marketing Materials and Site Information
- e. Complete site preparation due diligence; see below.  
Standard due diligence will be completed for all properties available for sale. Staff will develop a recommendation for EDA and Council consideration for optional due diligence.

#### *STANDARD*

- (1) ALTA Survey (Table A, items: 1-4, 6, 8, 11a, 21)
- (2) Title Commitment

#### *OPTIONAL (elected)*

- (3) Phase 1 Environmental Site Assessment (ESA), Phase 2 ESA, Limited Site Investigation (LSI), Response Action Plan (RAP)
- (4) Analysis of Site Specific Available Economic Development Incentives
- (5) Geotechnical Soils Evaluation
- (6) Hazardous Materials Survey
- (7) Wetland Delineation
- (8) Concept Site Design
- (9) Building Demolition/Site Clean-Up
- (10) Shovel Ready Certification
- (11) Other work as determined by the Ramsey City Council

#### \*Acceptable Price Range

An acceptable sale price range will be developed by a third party professional; and subsequently adopted by the City Council in closed session. Staff will utilize this price range to negotiate land sale prices with prospects. Staff will attempt to maximize the sale price in all land transactions; and shall be authorized to make counter offers to prospective buyers. If offers received are below the acceptable price range, staff has the authority to deny an offer. The City may decide to sell a property below the acceptable sale price range for economic development purposes, to achieve strategic goals set by the City Council, or any other reasonable cause determined by the City Council. Economic development projects should be evaluated within the context of the City's adopted business subsidy policy.

## **SECTION 6: SALE PROCESS**

The purpose of this section is to outline the process in which staff shall work with prospect buyers to negotiate the sale of surplus City owned land.

### Step 1: Letter of Intent (LOI)

- A. Prospect buyer submits written correspondence identifying their interest in purchasing City owned land. Correspondence should include as much detail as reasonably possible. A “term-sheet” or “deal-summary” are acceptable for this step.
- B. Staff shall review the written proposal. Based on staff’s determination, if the proposal fails to meet the intent of this policy or direction from the City Council and EDA, staff shall provide a recommendation to the prospect buyer to reconsider/amend their LOI; or request additional information (see Section 7, G).
- C. EDA and City Council LOI consideration. Staff shall prepare a case write-up, decision alternatives, and recommendation for action. The EDA shall then provide a recommendation for City Council consideration. The City Council shall provide general policy direction. The City Council may provide direction to the prospect buyer to draft a formal purchase agreement for further consideration.

### Step 2: Purchase Agreement (PA)

- A. Prospect buyer submits a formal PA identifying their proposed terms and conditions for purchasing City owned land.
- B. Staff and the City attorney shall evaluate the proposed PA in context of the City’s preferred PA terms outlined in Section 7 of this policy. Based on staff’s determination, if the proposed PA fails to meet the intent of this policy or direction from the City Council and EDA, staff shall provide a recommendation to the prospect buyer to reconsider/amend terms and conditions within the proposed PA.
- C. EDA and City Council PA consideration. Staff shall prepare a case write-up, decision alternatives, and recommendation for action. The EDA shall then provide a recommendation for City Council consideration. The City Council shall then consider the proposed PA and may provide direction to reject, amend or execute.

### Step 3: Closing

- A. Staff and the City Attorney shall execute the closing of all PAs. Staff will execute closing based on language included in the respective PA and Section 7 and 8 of this policy.

### EDA Review Alternatives

The EDA may utilize the following methods for review: (1) regular monthly EDA meeting (2) special EDA meeting; which may not require a quorum (3) one-way, one-time email feedback from individual EDA members directly to staff only (4) EDA participation in City Council meeting (4) no EDA review. Review alternatives shall be utilized based on the order outlined in this provision. Please see Section 2 of this policy for details on governance.

## SECTION 7: REQUIRED TERMS & CONDITIONS

The purpose of this section is to outline minimum terms and conditions that shall be included in PAs for the sale of City owned land. These terms and conditions may be waived or negotiated by the City Council.

The City shall develop a "*Template PA*" based on terms and conditions outlined in this policy. Said *Template PA* shall be utilized when practical and possible. Use of said *Template PA* shall be determined on a case-by-case basis.

A. Termination Date/Initial Closing Date/ Due-Diligence Period

The initial closing date shall be set for within 10 days after all buyer and seller contingencies can be reasonably met. The normally acceptable due-diligence period shall be tied to when City entitlements are met; which commonly include: zoning verification, site plan approval, plat approval, and development agreement approval. City staff shall target about six (6) months as a standard due-diligence period. However, depending on the use, size and complexity of a proposed project, a longer due-diligence period may be acceptable.

B. Earnest Money

The City shall require earnest money for all land transactions. City staff shall have the authority to negotiate an acceptable level of earnest money and provide a recommendation for EDA and City Council review. A portion of said earnest money shall become non-refundable after 30-90 days. Earnest money terms shall be determined on a project-by-project basis.

C. Contract Extensions

Unforeseen circumstances may arise while completing due-diligence for the development of real estate. Often times, this results in a request from a prospective buyer for a PA due-diligence period extension. Staff will work with prospective buyer to develop a reasonable and attainable initial closing date; as outlined in Paragraph A above.

If the prospective buyer requests an extension to the initial closing date, the City shall require compensation. PA extensions shall require a portion, or all, earnest money to become non-refundable. If a PA is terminated, all non-refundable dollars shall be received by the City.

D. Construction Deadlines

As part of a standard PA, the City does not require a minimum construction deadline for buildings and improvements. However, on a case-by-case basis, the Council may request for this provision to be included in PAs.

NOTE: this statement does not prohibit construction deadlines within other government permits and agreements (development agreements, building permits, business subsidy agreements, etc.).

E. Tax Exempt Uses

The City owns a large inventory of land located within The COR. This land is situated within a prime location for intense commercial, office and residential development. The development of The COR is anticipated to generate significant local property taxes. The City

of Ramsey has identified several future high priority public improvement projects that rely on future property tax revenues from development within The COR. In order to meet future obligations to residents and businesses, the City is not seeking to sell City owned land located within The COR to tax exempt users.

NOTE: the City does anticipate a community center to be located within The COR. A community center user may be a tax exempt user. The City welcomes discussion of a community center with prospective developers.

F. Professional Services

City staff shall make a good faith effort to utilize local businesses for professional services required for land transactions (i.e. Title Commitment, Escrow Agent, Closing Services, ALTA Survey, etc.); subject to competitive pricing.

G. Pre-Development Meeting with City Staff

Before a PA is executed by the EDA or City Council, the City may require the buyer to meet with the City's development team to discuss project timelines, property specifications, required public infrastructure, land use regulations, and project feasibility (known as a "Pre-Development" meeting by staff). The purpose of this meeting is to confirm that the preliminary project concept is physically, schematically and financially possible. The City may require the buyer sign a non-binding MOU before executing a PA.

Staff is authorized to request the buyer supply a concept site plan for this process. A concept site plan is not intended to be a full, detailed site plan, but a generalized concept with sufficient detail to demonstrate compliance with zoning standards. Additionally, if deemed necessary, staff is authorized to request preliminary concept design to be reviewed by the Planning Commission as part of this process.

Staff should also consider the feasibility of the proposed project. If staff is unsure the proposed project is feasible for the buyer, staff shall be authorized to require supporting information from the buyer (e.g. statement from bank, developer, or architect, sources-and-uses sheet, etc.).

H. Land Sale Ordinance Contingency

The City Charter requires an ordinance be passed to sell City owned land. This process can take two to three months. The City shall include a provision in the contingencies section of all PAs requiring a land sale ordinance to be effective before closing.

I. Reassignment of Agreement

Agreement may not be reassigned without the written consent of the City.

Sunset Clause

All agreements should have a sunset clause for execution. If the PA is not executed by the buyer within XXXX days the agreement shall be null and terminated. This is also called a construction deadline clause. May be valuable to indicate within the clause the City will expect compensation for extension of original deadlines.

## **SECTION 8: COST ASSIGNMENTS**

The purpose of this section is to outline an assignment of costs associated with negotiating and closing a PA. Staff shall utilize this information to develop a “net-proceeds” analysis for EDA and Council review.

### **A. City Costs**

1. Seller’s portion of the prorated property taxes and fees.
2. Seller’s own attorney’s fees.
3. One-half the cost of any closing fees.
4. State deed tax.
5. Real estate broker commission fees.
6. Title Commitment fees as prescribed in Section 5.
7. ALTA Survey fees as prescribed in Section 5.
8. The cost of any additional or elected marketing/site-prepping efforts by City as prescribed in Section 5.

### **B. Buyer Costs**

1. Buyer’s portion of the prorated property taxes and fees.
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 as required by the Buyer.
6. Environmental, architectural, engineering, financing, and developer fees associated with pre-development research and the entitlement process.
7. All other fees.

**ORDINANCE #19-07**

**CITY OF RAMSEY  
ANOKA COUNTY  
STATE OF MINNESOTA**

**AN ORDINANCE AUTHORIZING THE CITY OF RAMSEY TO SELL/CONVEY ONE  
(1) PARCEL OF REAL PROPERTY.**

The City of Ramsey Ordains:

**SECTION 1. PURPOSE**

It is the purpose of this Ordinance to authorize the City of Ramsey to convey certain real property which the City Council has determined is no longer necessary for the City's purposes. This Ordinance is adopted pursuant to and under the authority of Section 12.5 of the City Charter.

**SECTION 2. SALE/CONVEYANCE AUTHORIZATION**

The City Council hereby declares the following described real property owned by the City, as surplus City owned land, no longer needed for current or future City functions, and authorizes said property to be marketed for sale and conveyed/sold:

<b>Property ID</b>	<b>Address or Nearby Roadway</b>	<b>General Description</b>
Pt. 27-32-25-34-0009	Jaspar Street NW/ 143 <sup>rd</sup> Avenue NW	E-2: Employment District

Further described as the North 9.3 acres of Lot 1, Block 1, Bury and Carlson Addition, Anoka County, Minnesota

**SECTION 3. TERMS OF SALE/CONVEYANCE**

The City Council shall establish sale/conveyance terms and conditions in the future, at the time of purchase agreement negotiation, for each individual parcel identified in Section 2 of this Ordinance.

**SECTION 4. EFFECTIVE DATE**

This Ordinance becomes effective upon its passage and thirty (30) days after its publication according to law, subject to City Charter Provision, Section 5.7.

**PASSED** by the City Council of the City of Ramsey, Minnesota, the \_\_\_\_ day of \_\_\_\_\_, 2019

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John LeTourneau, Mayor

**ATTEST:**

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City Clerk Jo Ann M. Thieling

Introduction date: April 9, 2019

Posting dates: April 9, 2019

Adoption date:

Publication date:

Effective date:

**Economic Development Authority (EDA)**

4. 4.

**Meeting Date:** 04/11/2019

**By:** Sean Sullivan, Community  
Development

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**Title:**

Review Site Concept and Recommendation for Public Hearing for Delta ModTech

**Purpose/Background:**

**PURPOSE**

To review proposed project concept, schedule and to begin process of creating a TIF District.

**BACKGROUND (Subject Property)**

The subject property is located at 8200 Bunker Lake Blvd NW on the western 20+ acres of Lot 1, Block 1, Alpha Development. The property is currently owned by Hageman Holdings, LLC. The property is vacant and is currently zoned E-3 Employment District which permits the proposed use. A concept plan is attached showing the location of the proposed project.

**BACKGROUND (SLP EX, LLC, AMP EX, LLC & Delta Industrial Services, Inc. and Delta ModTech)**

SLP EX, LLC and AMP EX, LLC plans to acquire the Subject Property and will be leasing to Delta ModTech (Delta Industrial Services, Inc.). Delta ModTech was founded in 1978 and began as a provider for servo systems and motion control in the machine tool industry. Today, they offer design and full production of motion controlled converting and packaging lines. Delta ModTech currently employs 125 people at its three facilities in Coon Rapids. Delta is a growing company and they are in need of more space.

**BACKGROUND (Project , Assistance and Process)**

City Staff has been working diligently with Delta ModTech and it project team to bring an exciting project to Ramsey. The proposed project consists of acquisition of a 43 Acre Parcel (20 acres for the current project), and construction of a 185,000 square foot manufacturing facility. The new facility is estimated to have a tax assessed value between \$11-12 Million Dollars and generate between \$350-\$410,000 in property taxes annually. This new proposed facility would consolidate the three Coon Rapids facilities and create more efficiencies for the company now and into the future. The proposed project would result in a net gain of 145 jobs in Ramsey. 125 jobs would be relocated from the three Coon Rapids locations and the company is committed to hiring 20 more employees over the next two years with wages averaging \$25/hr.

Delta ModTech has submitted an application for business assistance that City Staff and Ehlers are currently reviewing . This review process will include generating a TIF estimate, review of the subsidy level and addressing the "But For" test. Once this review and analysis is complete it will be shared with the EDA/City Council to determine if, and what level of assistance is warranted. Delta has indicated that financial assistance is needed to move this project forward. A public hearing will be required for the creation of a TIF district and the granting of a Business Subsidy. Staff is asking the EDA to consider making a recommendation to the City Council to start this process to call for a public hearing based on the attached schedules.

**Notification:**

N/A

**Observations/Alternatives:**

Staff is looking for a recommendation by EDA to the City Council to call for a public hearing and to move this project concept forward and start the TIF process. If there are comments and suggestions relating to the Site Plan and/or project it should be included and communicated to the Developer.

**Funding Source:**

The Developer has submitted a TIF Application Fee of \$10,000 to cover the costs to process the TIF Application.

**Recommendation:**

Staff recommends that the City Council to call for a Public Hearing for the Modification to the Development Program for Development District No 1 and the Proposed Establishment of TIF District No. 17: Delta ModTech.

The Planning Commission reviewed the project from a Planning/Zoning perspective. Consensus of the Planning Commission was positive, and recommended moving forward to official Site Plan Review for compliance with the Comprehensive Plan and Zoning Code.

**Action:**

Motion to recommend to the City Council to Call for a Public Hearing for the Modification to the Development Program for Development District No 1 and the Proposed Establishment of TIF District No. 17: Delta ModTech

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**Attachments**

Site Location and Concept Plan

Draft Project Meeting Schedule

Detailed TIF Schedule and Process

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**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 04/05/2019

**Reviewed By**

Sean Sullivan  
Tim Gladhill

**Date**

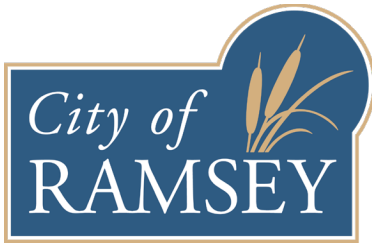
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[www.cityoframsey.com](http://www.cityoframsey.com)

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Draft Schedule for DeltaModTech

Concept Review – Planning Commission	Thursday, April 4, 2019	Gladhill
Concept Review – EDA	Thursday, April 11, 2019	Sullivan
Purchase Agreement – City Council	Tuesday, April 23, 2019	Sullivan
Pre-Application Meeting	Prior to May 2, 2019	Gladhill
Site Plan/Plat Submittal Deadline	Thursday, May 2, 2019 <i>Must submit electronically.</i>	Applicant
Call for TIF Public Hearing	Tuesday, May 14, 2019	Sullivan
Site Plan/Plat – Planning Commission	Thursday, June 6, 2019	Maass
TIF Review – EDA	Thursday, June 13, 2019	Sullivan
Site Plan/Plat/TIF – City Council	Tuesday, June 25, 2019	Maass
Post-Approval Meeting	After June 25, 2019	Gladhill
Building Permit	TBD (30 Days) <i>Can submit after Planning Commission. Must submit electronically.</i>	Szykulski
Pre-Construction Meeting	TBD <i>Scheduled Through City Engineer</i>	Westby

\*Likely construction start date mid-July.

## Schedule of Events

Ramsey Economic Development Authority  
 City of Ramsey  
 Anoka County, Minnesota

For the proposed Modification to the Development Program  
 for Development District No. 1 and

the proposed establishment of Tax Increment Financing District No. 17: Delta Modtech  
 (an economic development district)

### Draft as of April 1, 2019

- |                 |  |
|-----------------|--|
| April 11, 2019  | EDA meets at 7:30 AM and recommends the City Council call for public hearing on the proposed Modification to the Development Program for Development District No. 1 and the proposed establishment of Tax Increment Financing District No. 17: Delta Modtech (TIF District), and the granting of a business subsidies agreement. <i>[Ehlers will provide resolution by April 5, 2019.]</i>   |
| April 19, 2019  | Project information, property identification numbers, fiscal impacts and maps sent to Ehlers for drafting documentation.<br><br>Ehlers confirms whether building permits have been issued on the property to be included in the TIF District.  |
| N/A*            | Project information submitted to the County Board for review of county road impacts <i>if necessary</i> (at least 45 days prior to public hearing).<br>*The County Board, by law, has 45 days to review the TIF Plan to determine if any county roads will be impacted by the development. Because City staff believes that the proposed TIF district will not require unplanned county road improvements, the TIF Plan was not forwarded to the County Board 45 days prior to the public hearing. Please be aware the County Board could claim that tax increment should be used for county roads, even after the public hearing. |
| May 14, 2019    | City Council calls for public hearing on the proposed Modification to the Development Program for Development District No. 1 and the proposed establishment of the TIF District. <i>[Ehlers will provide resolution by May 7, 2019.]</i>   |
| By May 17, 2019 | Ehlers conducts internal review of Plans.  |
| May 24, 2019    | Fiscal/economic implications received by School Board Clerk and County Auditor (at least 30 days prior to public hearing). <i>[Ehlers will distribute.]</i>  |
| June 7, 2019    | Publication of hearing notice and map in the <b>Anoka County Union</b> (at least 10 days but not more than 30 days prior to hearing). <i>[Ehlers will submit notice, map and instructions by May 31, 2019. (Publication deadline: June 3, 2019 at noon)]</i>   |

- June 13, 2019 EDA meets at 7:30 AM and considers the Plans and resolution recommending adoption of the Plans and recommending the granting of a business subsidy / TIF agreement. *[Ehlers will provide packet information by June 4, 2019.]*
- June 25, 2019 City Council holds public hearing at 7:00 P.M. on a Modification to the Development Program for Development District No. 1 and the proposed establishment of TIF District No. 17: Delta Modtech and considers a resolution approving the Plans. *[Ehlers will provide packet information June 18, 2019.]*
- City Council considers an Interfund Loan resolution in connection with the TIF District.
- City Council considers the business subsidy / TIF agreement.
- June 26, 2019 City may issue building permits.
- TBD Ehlers files the Plans with the MN Department of Revenue, Office of the State Auditor, and requests certification of the TIF District with the County.

An action under subdivision 1, paragraph (a), contesting the validity of a determination by an authority under section 469.175, subdivision 3, must be commenced within the later of:

- (1) 180 days after the municipality's approval under section 469.175, subdivision 3; or
- (2) 90 days after the request for certification of the district is filed with the county auditor under section 469.177, subdivision 1.

**Economic Development Authority (EDA)**

4. 5.

**Meeting Date:** 04/11/2019

**By:** Chloe McGuire Brigl, Community  
Development

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**Title:**

Review Concept Plan for Zeolite/Bunker Townhomes; Case of Lennar

**Purpose/Background:**

Lennar (the "Applicant") has sent in a potential concept plan for townhomes in The COR District northeast of the Northstar Marketplace north of Sunwood Drive. The site is approximately 31 acres and is owned by the City of Ramsey. The Subject Property's PID is 28-32-25-22-0058.

The intent of this case is as follows:

- Does the EDA want Staff to get this project to the finish line? If so, Staff will chart a course with future cases on exactly how to get there?
- Are there any red flags in the concept plan?
- Are there questions the Planning Commission wants answered with any future official application?

**Notification:**

No notification required at this stage.

**Observations/Alternatives:**

The property is question in approximately 31 acres and is owned by the City of Ramsey. The site is zoned COR, a mixed use (mix of uses) type of district. The northern half of the project is generally consistent with the recent revisioning exercise for The COR. The southern half was anticipated as more of a retail use. Staff is seeking broad guidance on how to move forward.

This is more of a land use/zoning exercise at this point. There is not a formal purchase offer. The Developer is seeking feedback on the layout and use. However, since this is land owned by the City, real estate transactions are traditionally reviewed by the EDA. Therefore, Staff is updating the EDA early in the process to ensure alignment between EDA and Planning Commission.

**Funding Source:**

Staff is handling this portion of the review as part of normal duties.

**Recommendation:**

Provide the applicant high-level feedback on the use and whether or not to move forward with an official application and request for a Purchase Agreement. The Planning Commission was supportive of this development north of Sunwood Drive as presented, but was not supportive of medium density/townhomes south of Sunwood Drive.

**Action:**

Provide the applicant high-level feedback on the use and whether or not to move forward with an official application and request for Purchase Agreement.

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**Form Review**

**Inbox**

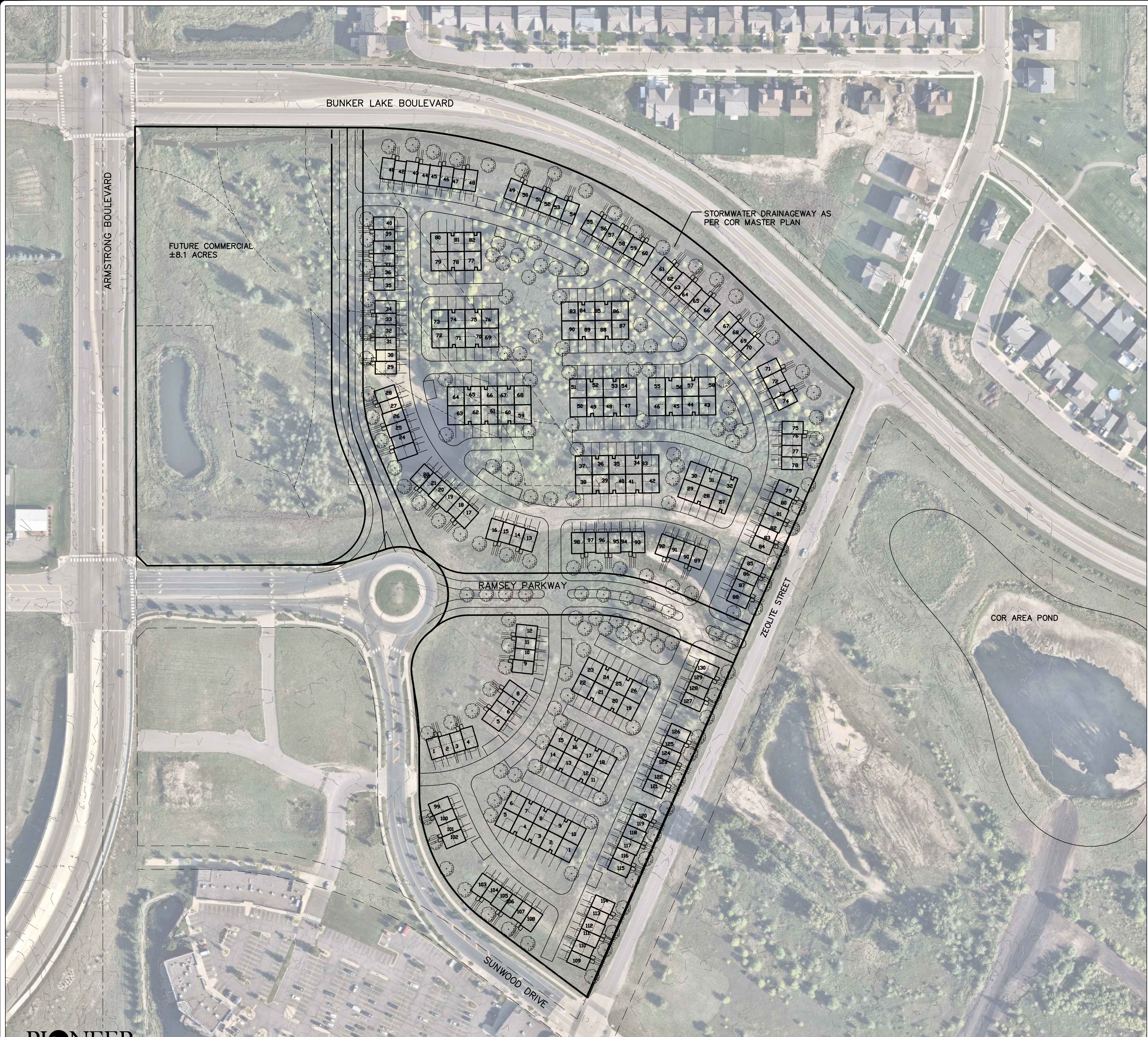
Tim Gladhill (Originator)  
Form Started By: Tim Gladhill  
Final Approval Date: 04/05/2019

**Reviewed By**

Tim Gladhill

**Date**

04/05/2019 08:59 AM  
Started On: 04/05/2019 08:55 AM



SITE DATA:

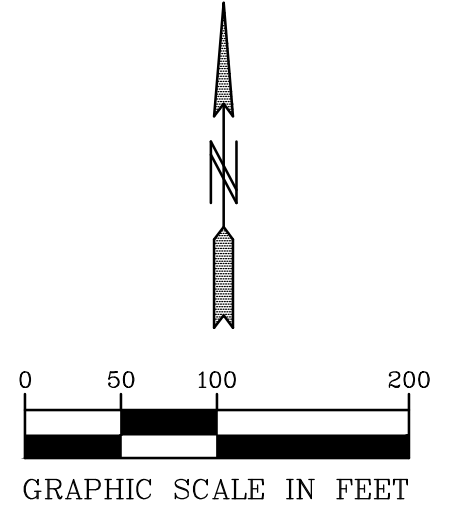
GROSS AREA: 22.7 ACRES  
 PROPOSED UNITS: 220  
 URBAN ROW: 130  
 BACK TO BACK: 90

DENSITY: ±9.7 UNITS/ACRE

COR AREA 4: 4-15 UNITS/ACRE

SETBACK STANDARDS FOR URBAN ROWHOME::  
 FRONT SETBACK: 20' TO ROW, 50' TO BUNKER LAKE BOULEVARD  
 SETBACK TO PRIVATE ROAD: 25'  
 SETBACK BETWEEN BUILDINGS: 20'  
 SETBACK STANDARDS FOR BACK TO BACK:  
 FRONT SETBACK: 25' TO PRIVATE ROAD  
 SETBACK BETWEEN BUILDINGS: 20'

CONCEPT PLAN BASED ON AVAILABLE DATA  
 NO ENGINEERING  
 NO FIELD WORK  
 NO WETLAND DELINEATION



**Economic Development Authority (EDA)**

4. 6.

**Meeting Date:** 04/11/2019**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:**

- City to 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.

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**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](#)

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**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 04/05/2019

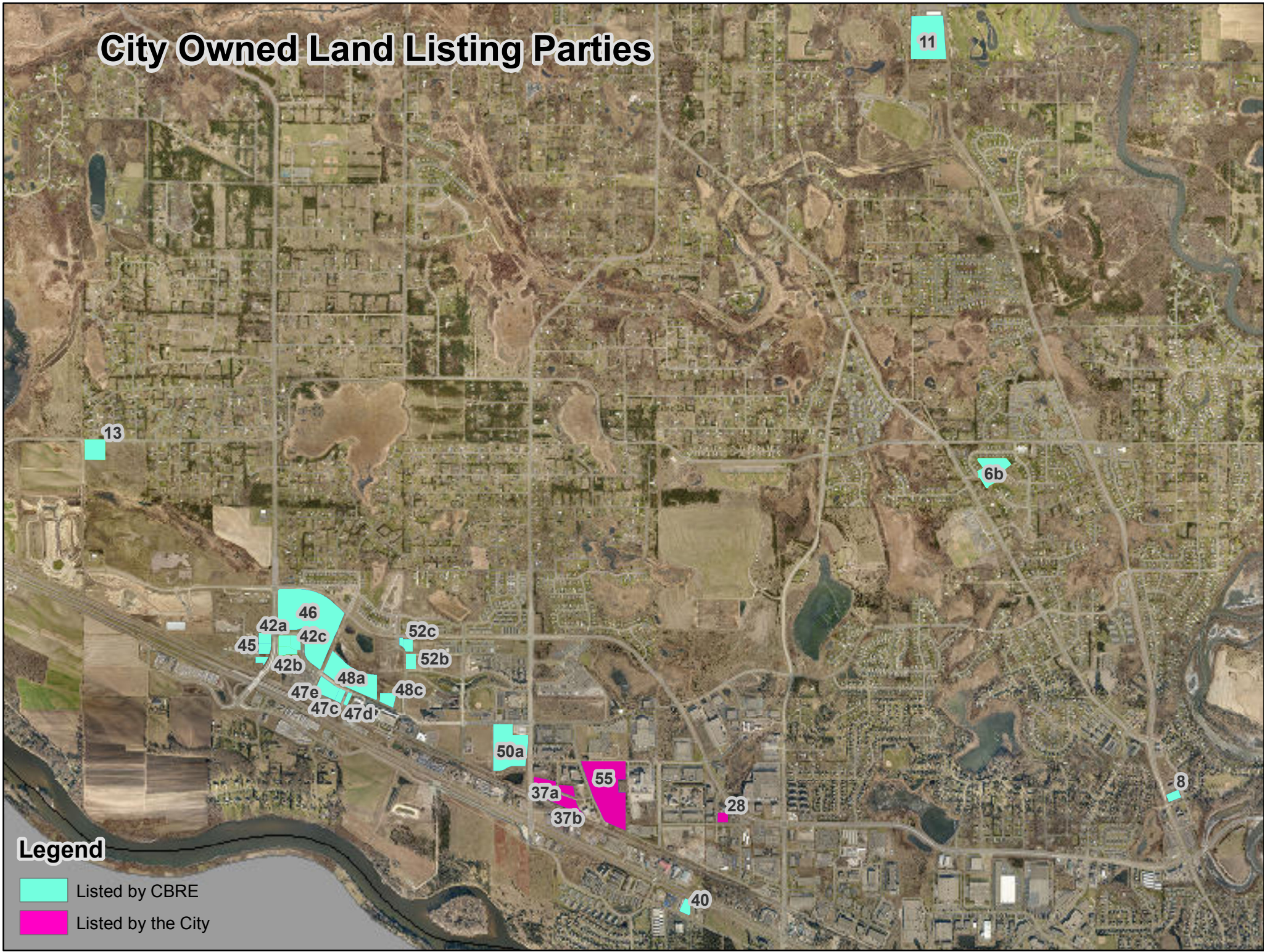
**Reviewed By**

Sean Sullivan  
Tim Gladhill

**Date**

04/02/2019 08:23 PM  
04/05/2019 07:54 AM  
Started On: 03/25/2019 04:28 PM

# 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**

<b>Project</b>	<b>Parcel</b>	<b>Listing Price</b>	<b>Sales Price</b>	<b>Lead Source</b>	<b>Commission Paid</b>
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**

<b>Project</b>	<b>Parcel</b>	<b>Listing Price</b>	<b>Sales Price</b>	<b>Lead Source</b>	<b>Commission Paid</b>
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 142<sup>nd</sup> 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

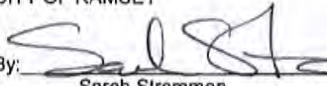
Address: 1900 LaSalle Plaza  
800 LaSalle Avenue  
Minneapolis, MN 55402

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 78<sup>th</sup> 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

<b>Property Name:</b>	City of Ramsey Land
<b>Property Address:</b>	(See Exhibit "A"), City of Ramsey, MN
<b>Broker(s):</b>	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

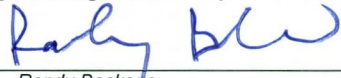
By:   
Kurt Ulrich

Title: City Administrator

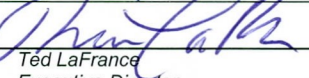
Date: January 28, 2014

**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.

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.

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.

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.

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).

<b>Property Identification Number (PID)</b>	<b>Ramsey ID</b>	<b>Prospect Buyer</b>
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. 7.

**Meeting Date:** 04/11/2019

**By:** Sean Sullivan, Community  
Development

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**Title:**

Receive Update and Feedback on City Marketing Materials

**Purpose/Background:**

City Staff has been working with WSB Associates to update City economic development marketing materials per the executed contract. This are still in draft status, with many final edits still required. Included in the updated document are the following items:

- Community Profile
- Infographics
- Regional Map
- Individual Site Maps
- Interactive PDF
- Trade Area Data
- COR Development Plan

The materials are plug and play to be included in a variety of presentations. Staff would like general feedback and suggestions from the EDA on the marketing materials.

**Notification:**

Notification is not required.

**Observations/Alternatives:**

The materials are currently based on the most current data available. When updated data is available each year, these materials can be easily updated. Marketing materials for number of businesses has been updated to include only Ramsey businesses, and not the Ramsey/Anoka Industrial Park combined, as was the case with previous versions. The COR Development Map (both Planning and Marketing Versions) is currently being reviewed by Staff and will contain several updates.

**Funding Source:**

EDA Budget

**Recommendation:**

Staff is looking for feedback and comments relating to the updated makerting materials. Ideas for new pictures, additional information, maps are welcome.

**Action:**

By consensus, provide feedback on the current draft materials.

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**Attachments**

Draft Interactive Marketing Document V8

EDA Wall Map DRAFT

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**Form Review**

**Inbox**

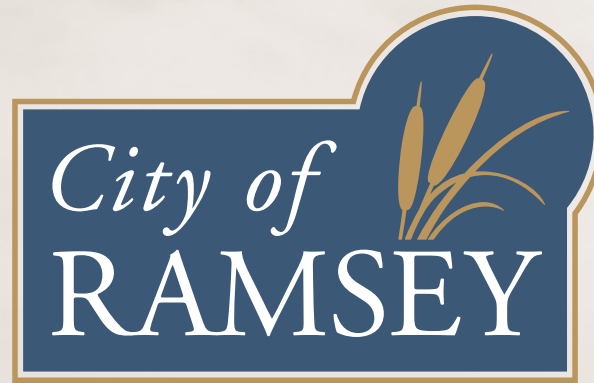
Sean Sullivan (Originator)  
Tim Gladhill  
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Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 04/05/2019

**Reviewed By**

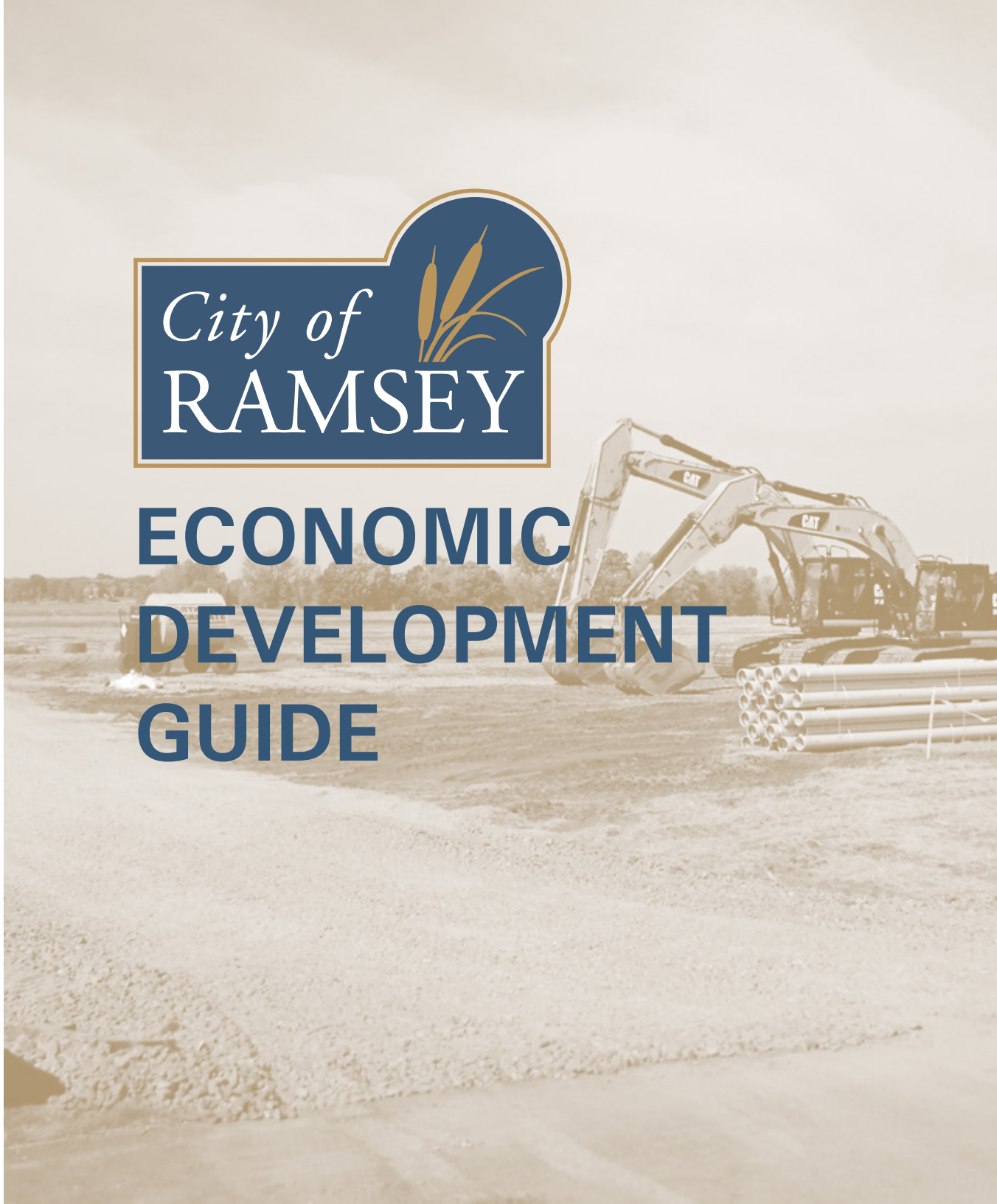
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Tim Gladhill

**Date**

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# ECONOMIC DEVELOPMENT GUIDE





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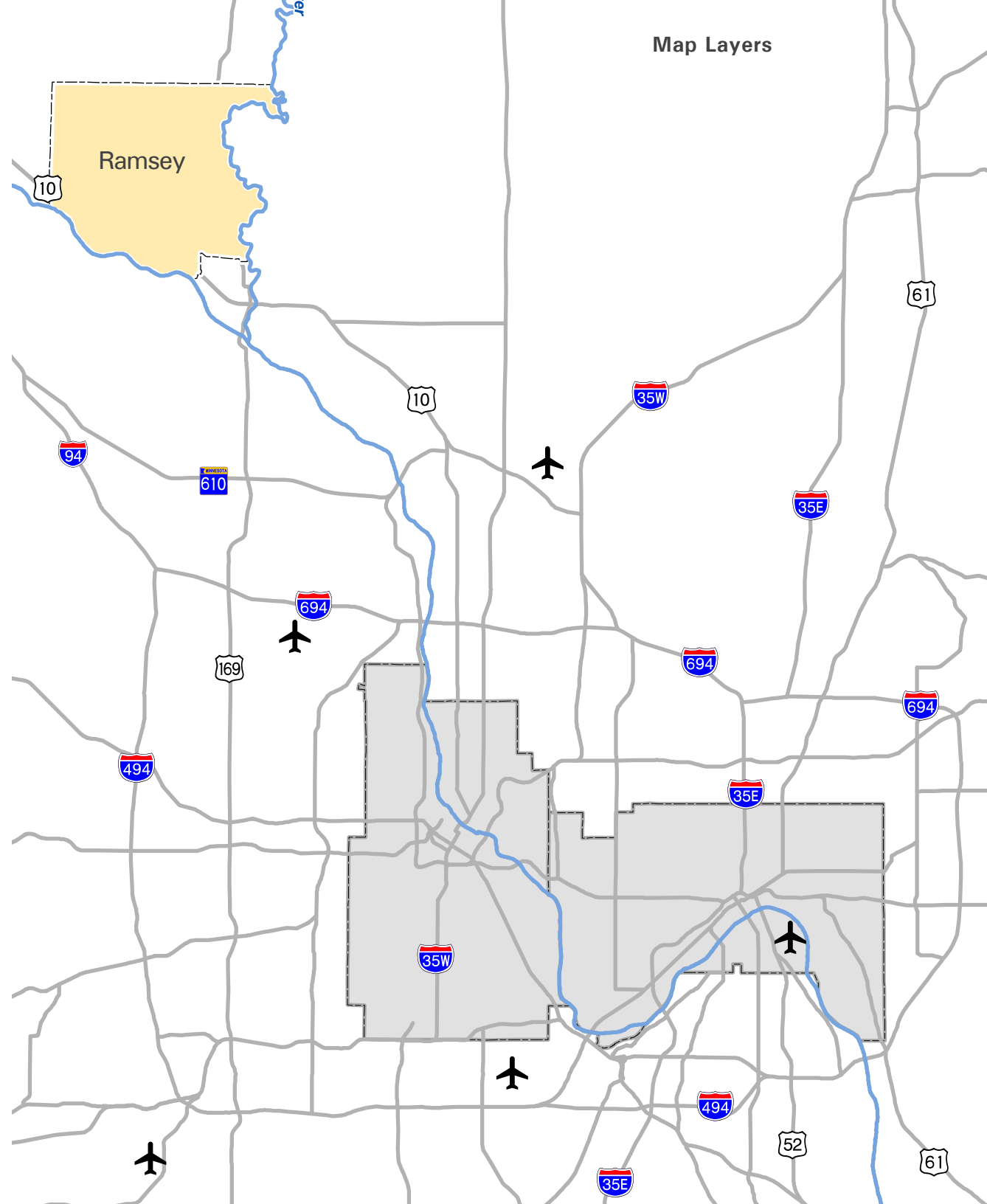
# Twin Cities Context

Located in the northwest Twin Cities Metro, the City of Ramsey boasts an urban downtown, outdoor recreation opportunities, an impressive manufacturing sector, and a pro-active local government.

The City of Ramsey has experienced strong and steady development over the past two decades. The Metropolitan Council is forecasting that by the year 2040 the City will have a population of 39,150 spread across 13,000 households and 8,100 jobs. Ramsey has over 1,000 acres of developable land located near U.S. Highway 10.

The City of Ramsey is a pro-economic development community demonstrated by its rich history of successful business park development and its commitment to the future of economic development. The City encourages development within its Council Strategic Plan, Economic Development Authority (EDA) Work Plan, and Comprehensive Plan.

This overview of development activity in Ramsey includes information on the City's residential attributes, business climate, and quality of life.



# Overview

- Bordered by the Mississippi River and the Rum River, offering unique outdoor amenities.
- Second fastest-growing City in Anoka County.
- Located along major transportation corridors: U.S. Highway 10, U.S. Highway 169, State Highway 47, and the Northstar Commuter Rail.
- A strong manufacturing hub with 44 percent of businesses in the industry; second highest in Anoka County
- Home to The COR - Ramsey's transit oriented downtown development presents green field mixed-use development opportunities including retail, commercial and housing sites.



# City Demographics

**26,587**

Estimated Population

**\$92,984**

Median Household Income

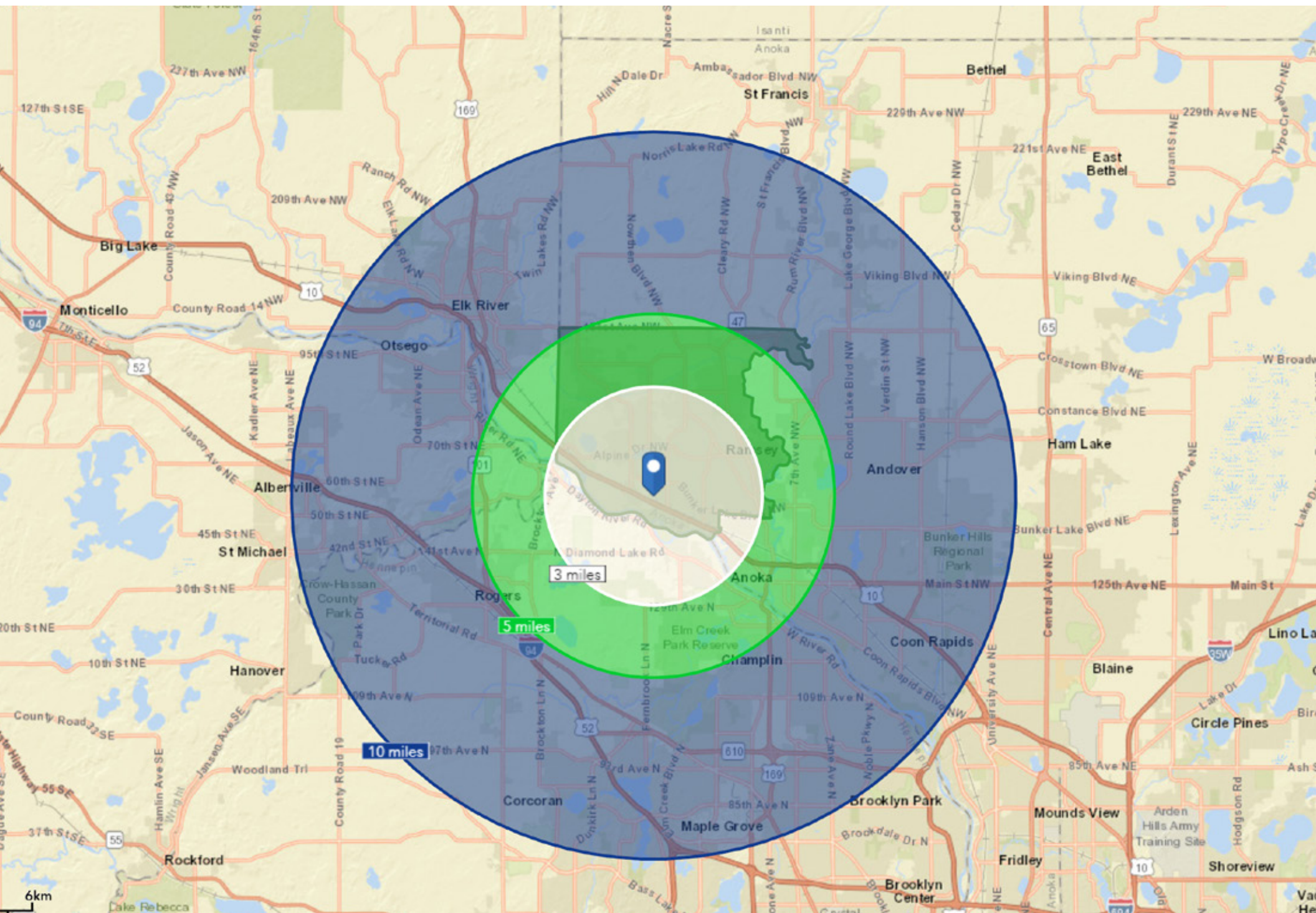
**514**

Businesses and non-profit organizations

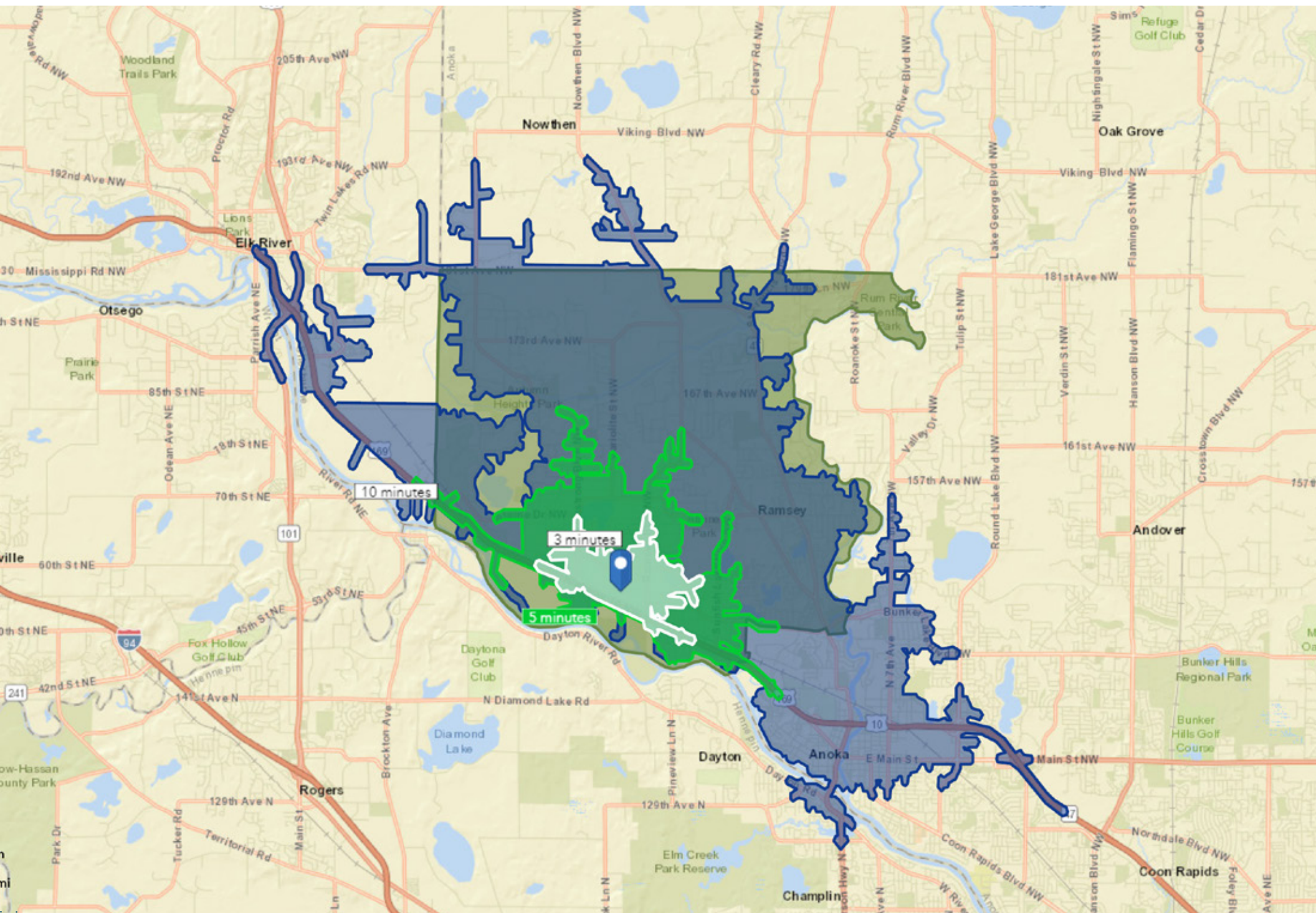
**6,881**

Jobs

# Local Market Area Demographics - Trade Areas



# Local Market Area Demographics - Drive Times



## Livability & Quality of Life

- 565 acres of parkland, over 50 miles of trails, 15 percent protected wetland, two championship golf courses, 160-acre regional scouts camping reserve.
- Diverse housing stock: single-family, apartments, townhomes, assisted living, and rural lots.
- Education
  - K-12 Education
    - » Ramsey Elementary
    - » Brookfield Elementary (Constructed 2019)
  - Anoka Technical College
- Exceptional Community Events:
  - Game Fair (50,000 + attendees)
  - Happy Days Festival (10,000 + attendees)
  - The Draw Summer Event Series (600 + attendees, 12 events)
  - Adrenaline Indoor Sports Center



## Top Employers

### Life Fitness

398 employees

### Vision Ease Lens

246 employees

### Sign Zone Inc

236 employees

### Connexus Energy

215 employees

### Zero-Zone Refrigeration

211 employees

### Anderson Dahlen

175 employees

### Green Valley Greenhouse

157 employees

### Coborn's Superstore

153 employees

### Diamond Graphics

151 employees

### In'Tech Industries

150 employees

### Ramsey Elementary School

148 employees

### Ace Solid Waste

130 employees

### PACT Charter School

127 employees

### Dedicated Networks

110 employees

### RJM / General Paper

100 employees



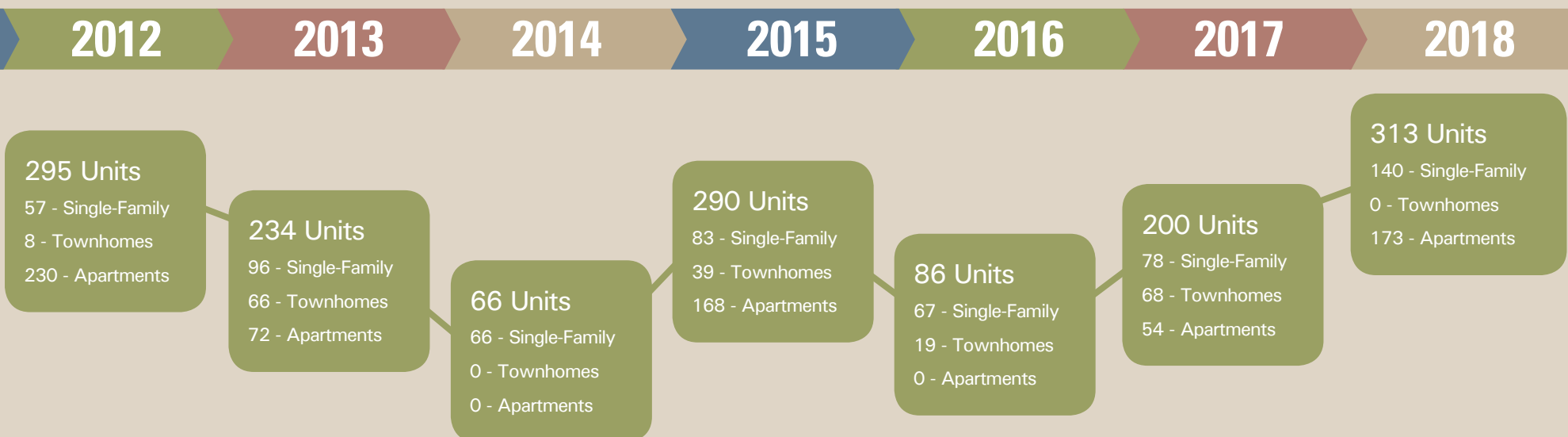
## Major Recent Developments

- **Manufacturing Expansion** – Life Fitness (Brunswick Corporation) expands existing 280,000-square-foot facility by 48,500-square-feet in 2016.
- **Office Expansion** – Anderson Dahlen expands 84,000-square-foot facility by 100,000-square-feet in 2017.
- **Affinity @ The COR** – 173 unit amenity-rich senior housing project completing construction in 2019.
- **Bunker Lake Business Park** – 180,000 square-feet of business / industrial space across 3 buildings.

## Major Active Single Family Developments

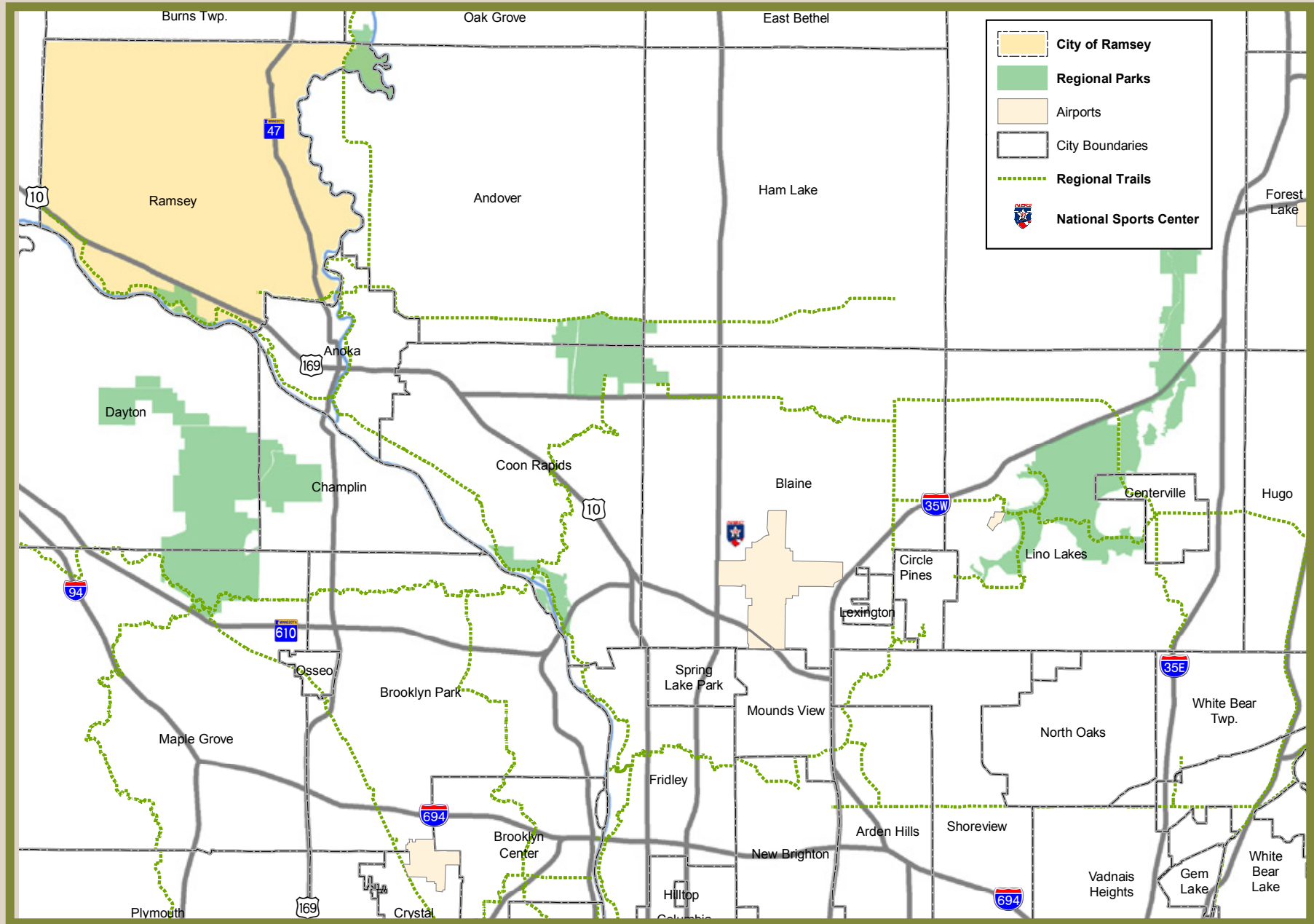
- Brookfield by Capstone Homes – 70 lots
- Woodlands by Lennar – 85 lots
- Riverstone by Capstone Homes – 297 lots
- Harvest Estates by G S Land, LLC – 33 lots
- Cottages @ The COR by Centra Homes – 40 lots
- Harvest Estates 2<sup>nd</sup> by Meadow Creek Builders – 15 lots

## Residential Development Patterns



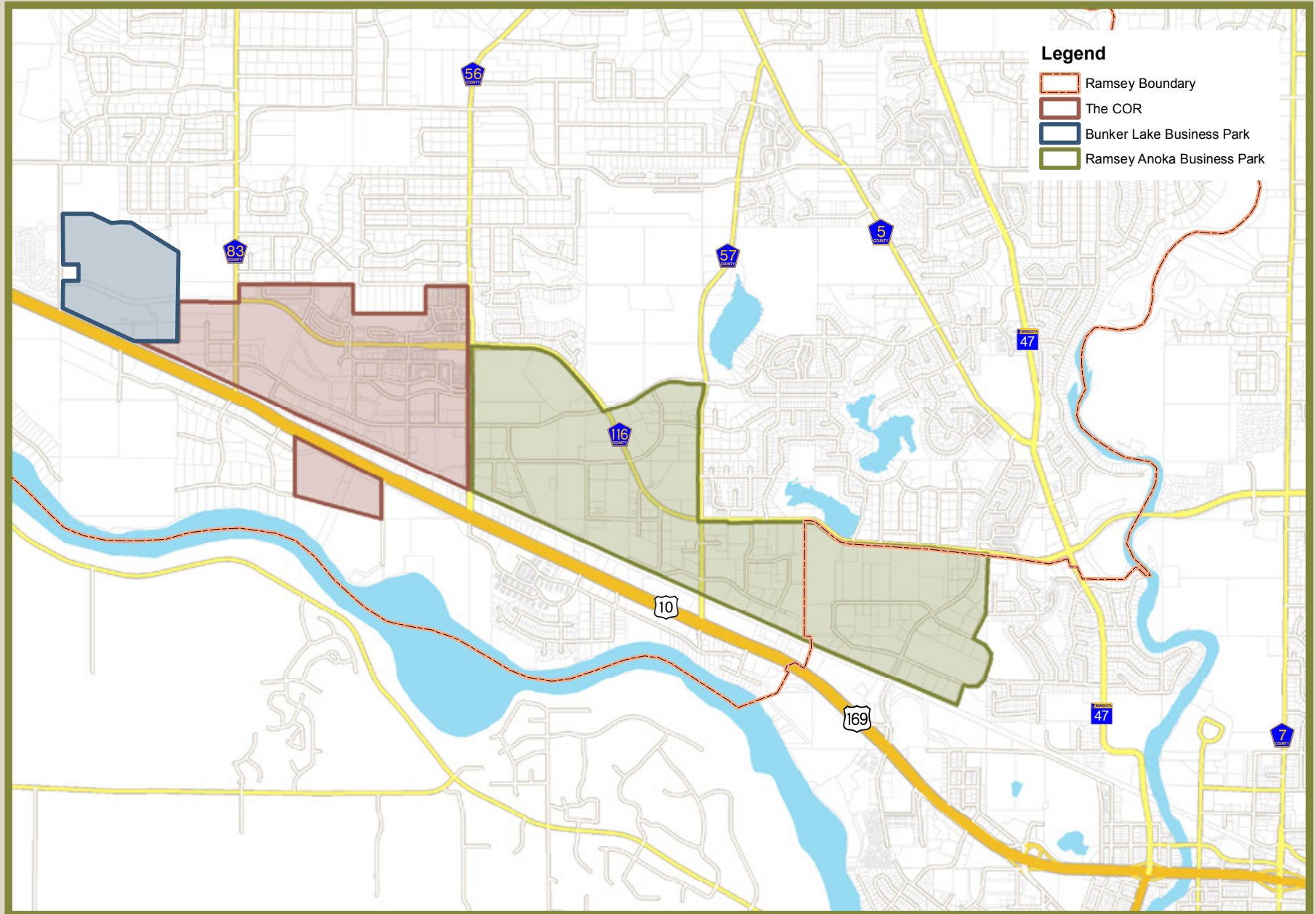


# Regional Context



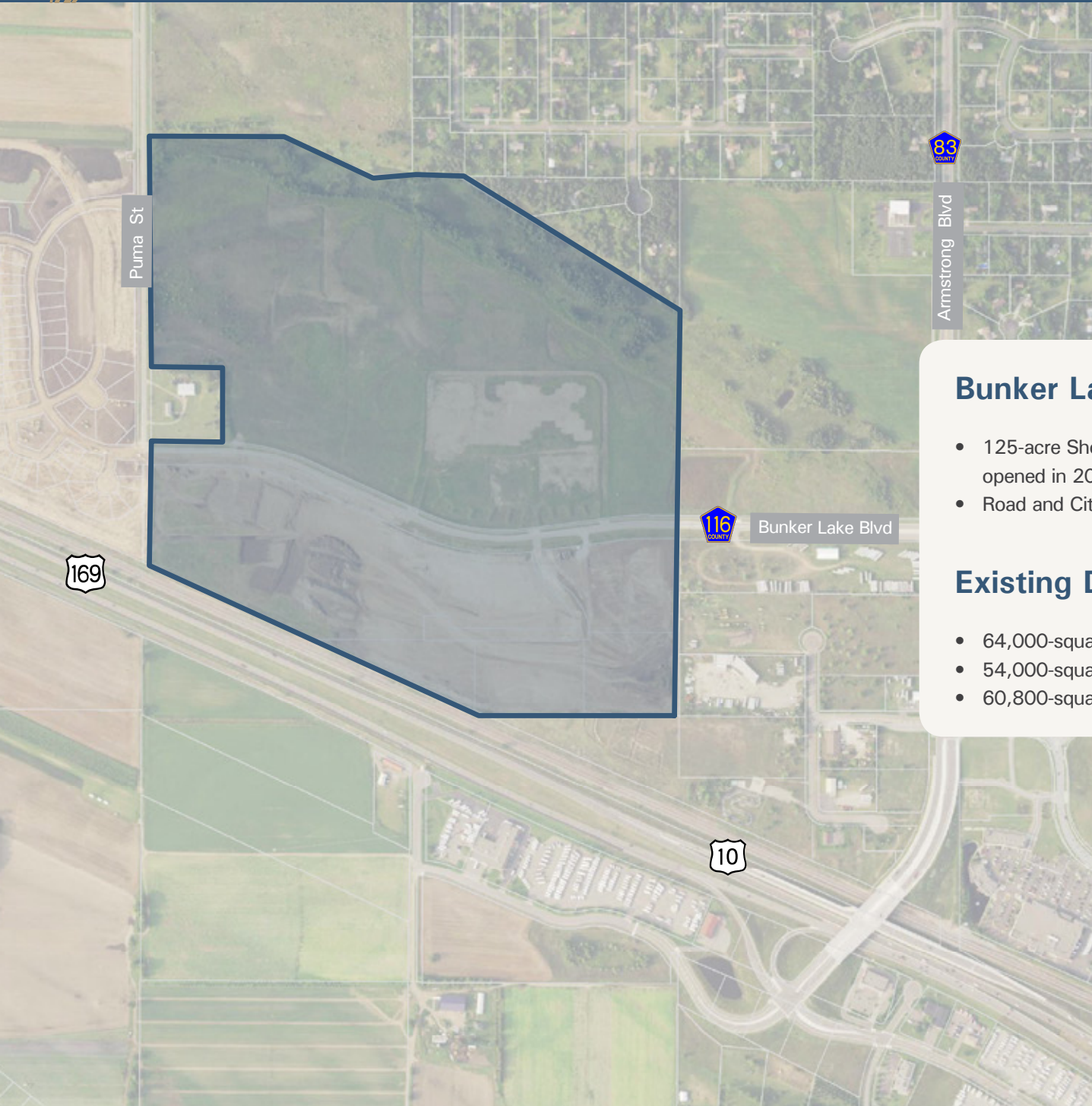


# Ramsey Commercial Industrial Centers





# Bunker Lake Business Park



## Bunker Lake Industrial Park

- 125-acre Shovel-Ready Certified Business Park opened in 2017
- Road and City Services installed to the curb.

## Existing Development

- 64,000-square-foot - Adrenaline Sports Anchor (2018)
- 54,000-square-foot industrial - fully leased (2018)
- 60,800-square-foot multi-tenant industrial (2019)





# The COR



Constructed

Planned



# The COR



The City of Ramsey's 300+ acre downtown area is a true, transit oriented and walkable urban development. The area is centered on U.S. Highway 10/ U.S. Highway 169 and the Ramsey Northstar Commuter Rail Station. This mixed-use development is home to a long list of successful development projects including residential, retail, office, recreation, government facilities, and much more.

The downtown area was purchased by the City of Ramsey in 2009. Nearly 130 acres of land is available for development in downtown and 90 acres is City-owned.



## Recent Major Activity

- **Affinity at Ramsey** - 173 unit market-rate senior (55+) amenity-rich housing project. Construction underway in September 2018.
- **Stone Brook Children's Academy & Childcare Center** - 9,200-square-foot, 144 student slots, located on Sunwood Drive just east of Coborn's grocery store. Construction completed 2018.
- **Rental apartments** - 121 units of market-rate apartments developed by PSD LLC adjacent to The Draw park and amphitheater. Construction completed in 2016.
- Rental apartments - 54 units of workforce housing developed by AEON, north of The Draw. Construction completed in 2018.
- Convenience Store - 4,500-square-foot convenience retail store completed by Casey's Retail Company, near Ramsey Boulevard and Sunwood Drive. Construction completed in 2016.
- Armstrong Boulevard Interchange - new full-access interchange at U.S. Highway 10 and Armstrong Boulevard. Construction completed in 2016.
- Townhomes - 77 units platted and constructed by D.R. Horton near The Draw park and amphitheater.
- Renovation - Coborn's grocery store completed a half-million-dollar remodel and upgrade to their convenience and liquor spaces in 2016.
- Single-Family Residential Development - 25 total units developed by Morning Sun Homes and Purmort Homes.
- Cottages @ The COR - 40 single-family villa units completed by Centra Homes



# The COR

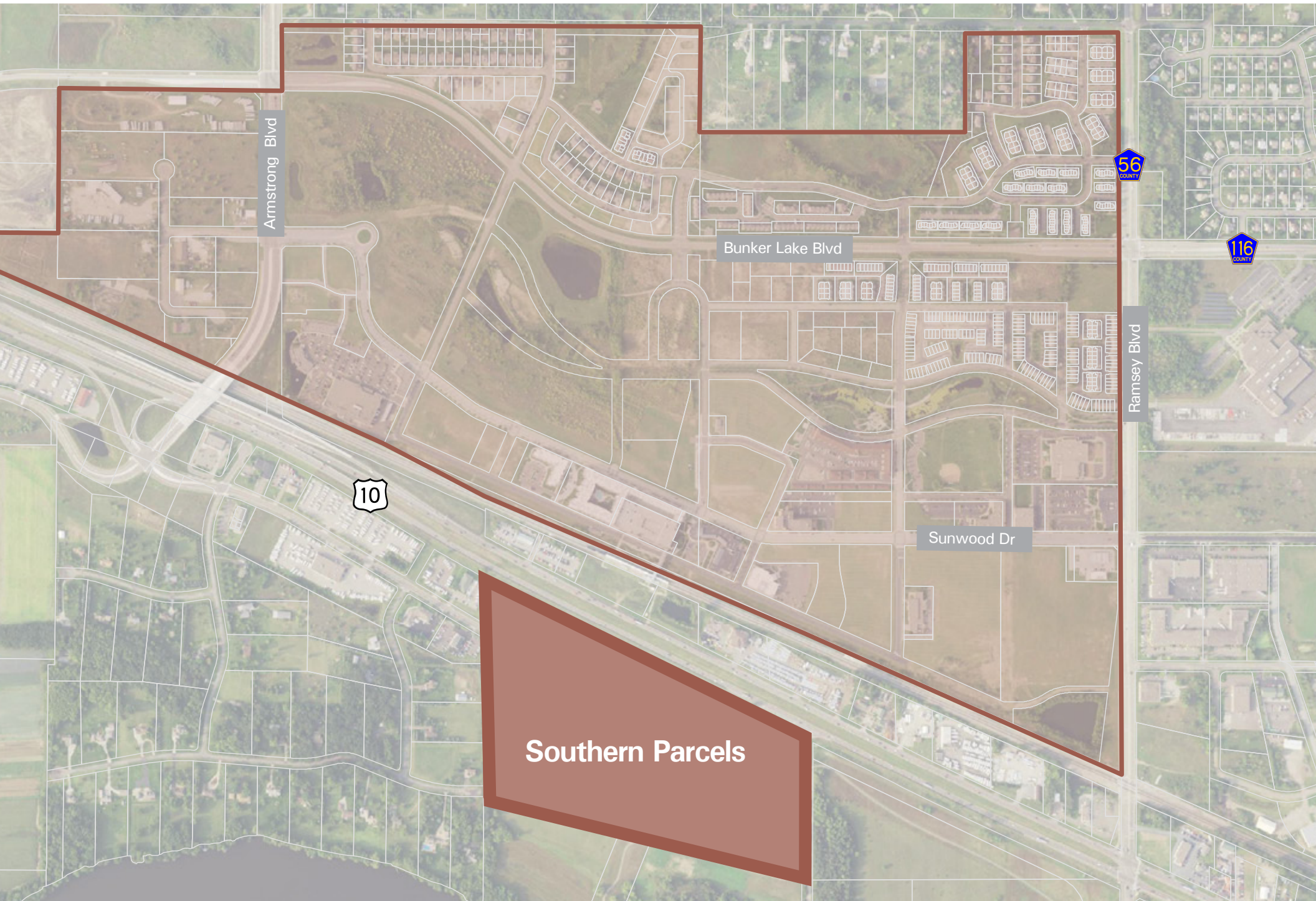


## Pre-2016 Projects

- Coborn's Grocery anchored multi-tenant retail center (95,000-square-feet)
- PACT Charter School (K-12)
- Ramsey Municipal Center (60,000-square-feet)
- Veterans Affairs Outpatient Clinic (40,000-square-feet)
- Ramsey Office Plaza (80,000-square-feet)
- Midwest Medical Examiner's office
- NAU County Insurance Office (42,000-square-feet)
- Northgate Church & Comm. Performance Center (500 seats)
- Allina Medical Clinic (25,000-square-feet)
- 230-unit luxury apartment complex (Residence at The COR)
- 47-unit workforce housing by Common Bond (Sunwood Village)
- \$3M The Draw Park & Amphitheater
- Ramsey Rail Station: connected to 800-stall covered parking ramp by skyway with service to City of Minneapolis as well as the Minneapolis/St. Paul International airport.
- Various single-family and townhome developments totaling over 1,000 households.



# The COR - Southern Parcels



Armstrong Blvd

Bunker Lake Blvd

Sunwood Dr

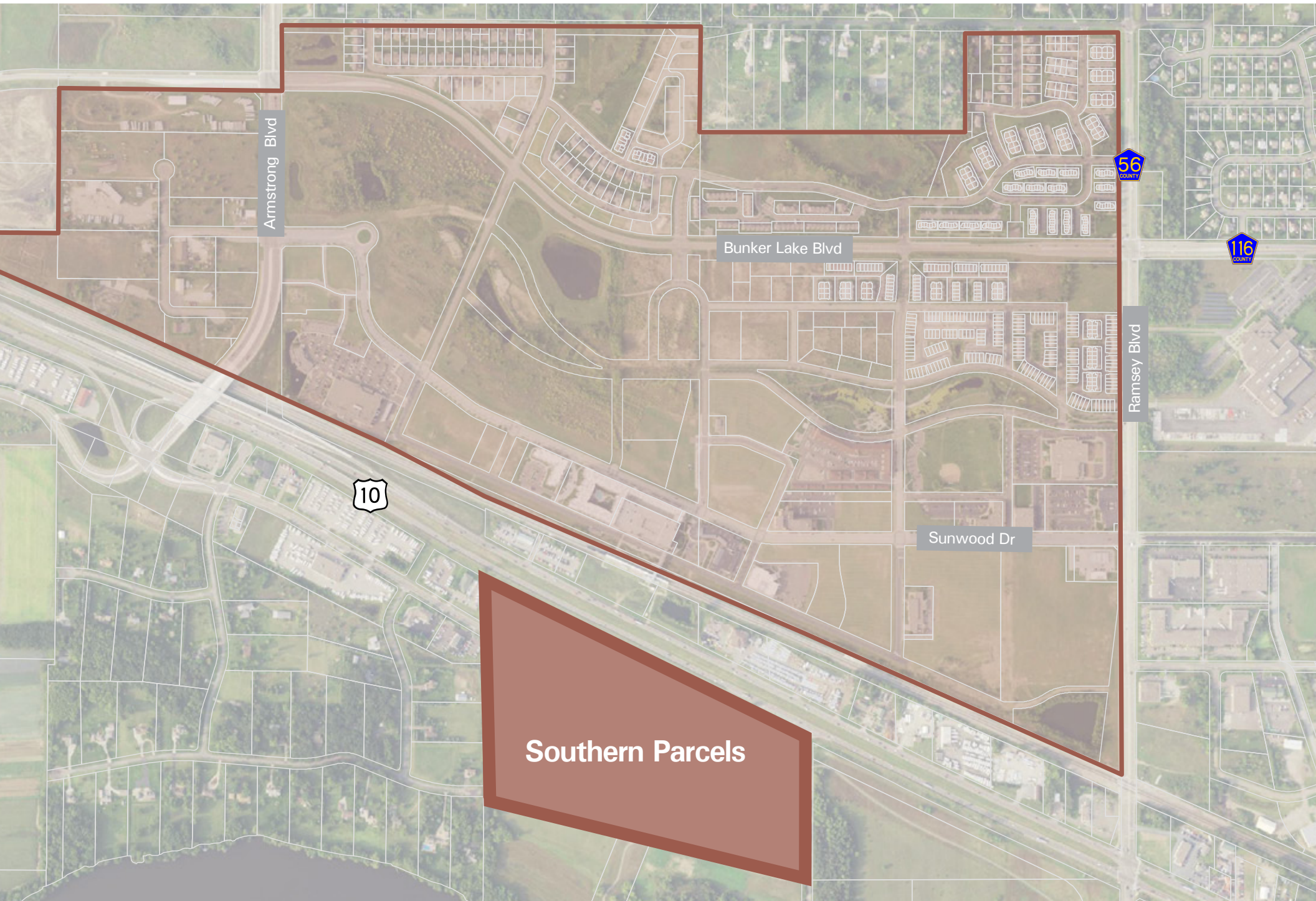
Ramsey Blvd

Southern Parcels





# The COR - Southern Parcels



Armstrong Blvd

Bunker Lake Blvd

Sunwood Dr

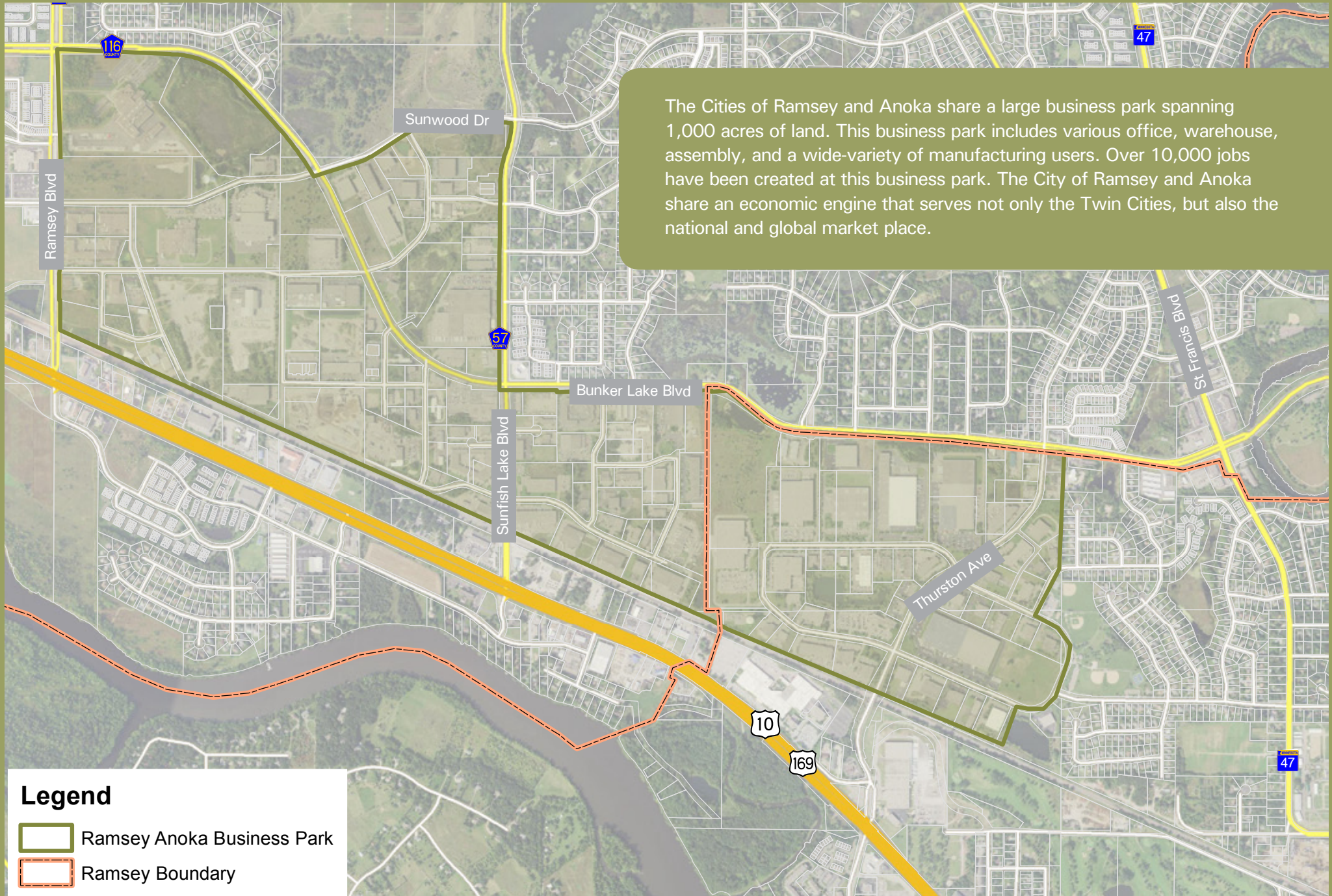
Ramsey Blvd



**Southern Parcels**





# Ramsey Anoka Business Park



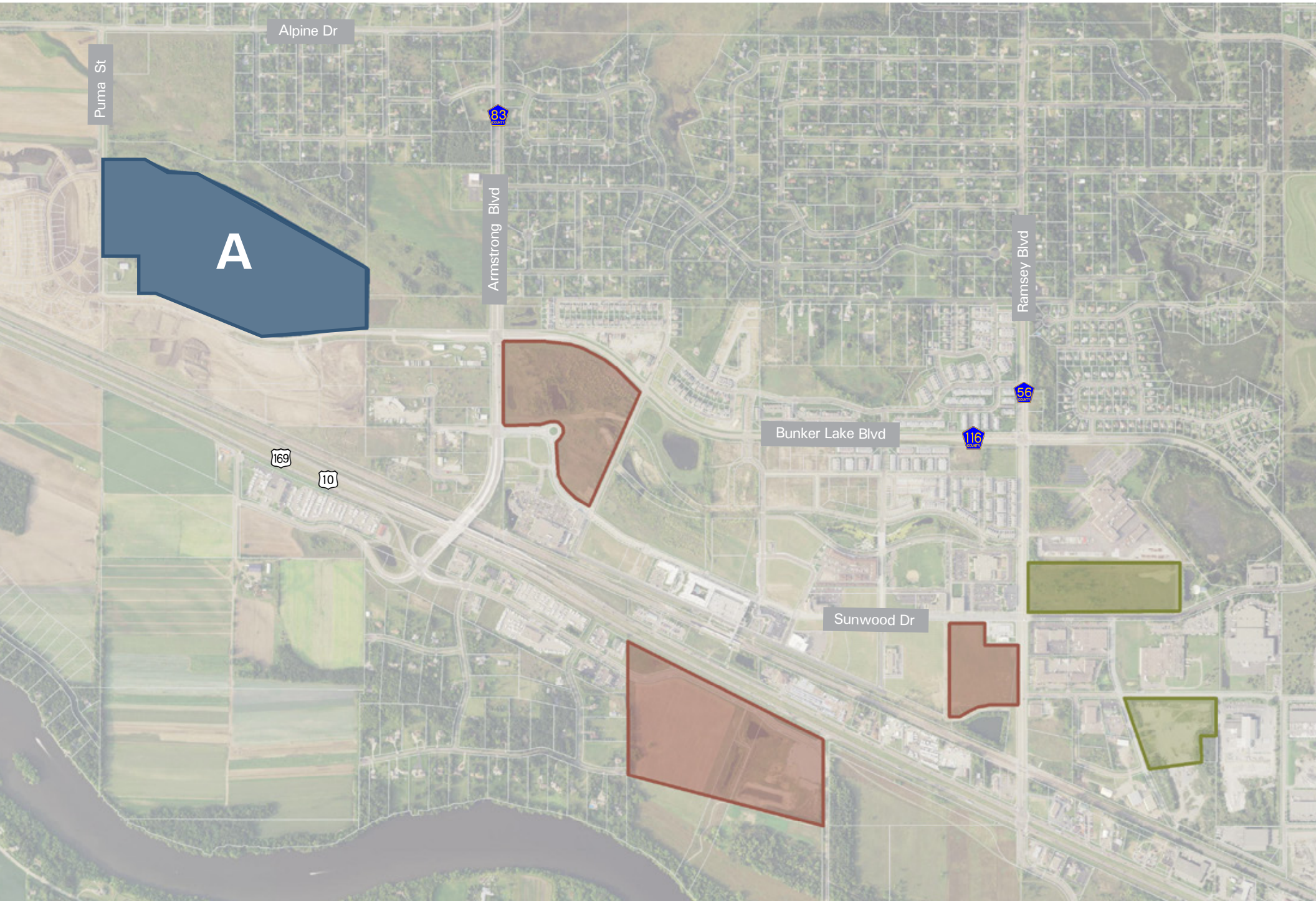
The Cities of Ramsey and Anoka share a large business park spanning 1,000 acres of land. This business park includes various office, warehouse, assembly, and a wide-variety of manufacturing users. Over 10,000 jobs have been created at this business park. The City of Ramsey and Anoka share an economic engine that serves not only the Twin Cities, but also the national and global market place.

## Legend

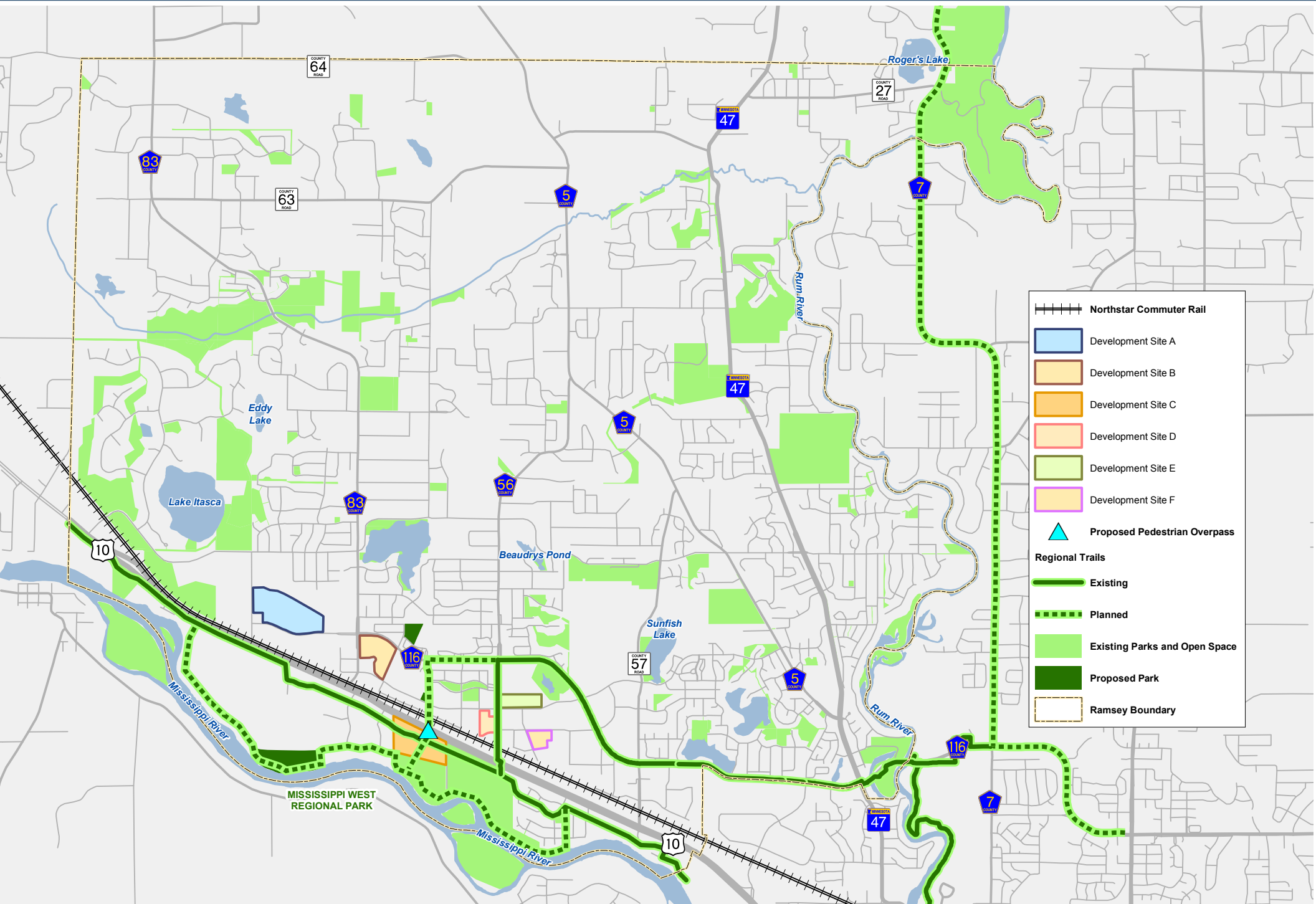
-  Ramsey Anoka Business Park
-  Ramsey Boundary



# Development Opportunity Sites



# Parks & Recreation Resource Map



	Northstar Commuter Rail
	Development Site A
	Development Site B
	Development Site C
	Development Site D
	Development Site E
	Development Site F
	Proposed Pedestrian Overpass
<b>Regional Trails</b>	
	Existing
	Planned
	Existing Parks and Open Space
	Proposed Park
	Ramsey Boundary



## Contacts

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300

6,650

6,150

7,300

4,350

1,000

3,150

2,200

200

36,000

3,050

4,000

650

6,100

8,850

8,850

5,900

5,400

COBORNS

aeon

D-R HORTON  
America's Builder

DRAW

PACTI

Alina Health

NORTHSTAR  
COMMUTER BUS

VISION EASE

CONNEX  
ENERGY

CASBY'S