

The information being requested in this Offer to Purchase is required to be submitted before the City of Minneapolis will consider any land sale to the Purchaser. Failure to submit this information may disqualify the Purchaser from eligibility to purchase the property. All information provided by the Purchaser in this document will be treated in accordance with the Minnesota Data Privacy Act unless the Purchaser has submitted a waiver of such protections pursuant to a request for proposals process.

FOR CPED STAFF USE ONLY

Date Received: _____
Land Sale Review Approval: _____
Disposition Parcel Number: _____
Date Neighborhood Notice Sent: _____

**OFFER TO PURCHASE RESIDENTIAL LAND AND IMPROVEMENTS
FROM THE CITY OF MINNEAPOLIS**

1. Purchaser and Property Information

“Purchaser” name(s): _____

Property address: _____, Minneapolis, MN Zip: _____

Property legal description:

Purchaser agrees to purchase from the City of Minneapolis, a Minnesota municipal corporation (the “City”), upon approval of its City Council and its execution of a Contract, at the price and under the terms set forth herein, the above described real property, including land and improvements thereon. This document is NOT a purchase agreement. The Contract shall be the binding agreement between the parties.

2. Purchase Price and Good Faith Deposit

Purchase Price: _____

*Good Faith Deposit: _____

*The Good Faith Deposit amount is the greater of 10% of the purchase price or \$2,000. It shall be submitted upon execution of the Contract and held by the City until completion of development in accordance with the Contract. The City will not pay interest on the Good Faith Deposit and it shall not be applied to the Purchase Price.

3. Enclosures

Provide the following documents as an attachment to the Offer to Purchase. Offers submitted without Enclosures shall be considered incomplete and shall receive no consideration.

- New construction: A complete set of concept plans** including all elevations, all floors, and foundation plan and a **site plan to scale** showing location of house, garage, parking pad, sidewalks, and directions of water drainage
- Rehabilitation: Rehab specifications** detailing planned improvements and a **site plan to scale** showing any exterior site improvements proposed. If reconfiguring home floor plan, provide concept drawings showing current floor plan and proposed changes.
- Documentation of interim and permanent financing** (Any combination of the following):
 - Loan financing: provide conditional commitment letter that includes name and contact of loan officer, rate, terms, and amount financed.
 - Cash: provide evidence of available cash dated within 30 days.
 - Sale proceeds of other real estate: provide a “Net Sheet” from your realtor.
- Proforma:** Submit proforma showing costs to complete the project and intended financing.
- General Contractor Credentials:** Provide a [certificate of good standing](#).

4. Terms and Conditions

In submitting this Offer to Purchase, it is understood that the following terms and conditions apply:

- **Right to reject:** The right to reject the Offer to Purchase is reserved by the City. If the Offer to Purchase is rejected, the City shall notify the Purchaser in writing and the notification shall release the City from any and all claims arising from this transaction.
- **Timeline:** If this Offer to Purchase is accepted, the Purchaser agrees to execute a Contract in the form prepared by the City within seven (7) days after receipt of said Contract and to close on the property within ninety (90) days of the City Council's acceptance of this Offer, except when a new construction project is proposed and the City Council's acceptance of this Offer occurs between October 15 and January 15, the closing must occur no later than the following April 15. The Purchaser agrees to begin construction or rehabilitation within 1 month from the date of closing and complete the construction within 12 months unless otherwise agreed upon.
- **Improvement Requirements:** The Purchaser agrees to develop the Property in conformity with City, State, and Federal statutes and ordinances, with the Redevelopment Plan/Program if applicable, and with construction plans and specifications approved by the City for the proposed development.

STATEMENT OF NON-COLLUSION

The Purchaser submitting this Offer to purchase so states that:

- 1) They are fully informed respecting the preparation and contents of this Offer to Purchase and of all pertinent circumstances respecting such offer.
- 2) Such offer is genuine and is not a collusive or sham offer, nor does the Purchaser intend to hold said Property as a "speculative" investment.
- 3) The price or prices quoted in this offer are fair and proper and the Purchaser or any of its officers, partners, agents, representatives, owners, or employees has not in any manner, sought to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City, or any person interested in the proposed contract and/or redevelopment.

The information contained herein is true and correct to the best of my/our knowledge and belief.

Signature

Title

Date

Signature

Title

Date

Purchaser's Statement for Public Disclosure

Address Applying For: _____

- 1) Have you purchased property from the City of Minneapolis before? Yes No
- 2) Are you currently or have you previously been involved in a lawsuit with the City of Minneapolis, one of its departments, or agencies? Yes No
- 3) Do you currently have any defaults, liens, or judgements? Yes No

Please explain any "Yes" answers to questions 1-3.

4) List properties you currently own in the City of Minneapolis.

5) List properties you have constructed or rehabilitated in the City of Minneapolis within the last 3 years.

Certification: All individual(s) or business representatives sign below.

I (We) certify that this Purchaser's Statement for Public Disclosure is true and correct to the best of my/our knowledge and belief.*

Signature Title Date

Signature Title Date

* If the Purchaser consists of two or more persons jointly, this statement must be signed by each person. The Penalty for False Certification: Section 1001, Title 18, of the US Code, provide a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry in this matter within the jurisdiction of any Department of the United States.

Purchasers: Your response in this section will be the basis for all legal documents between the City of Minneapolis and yourself. Please be certain that your name is spelled as it would appear on legal documents.

Individual purchaser: complete this section if purchasing as an individual(s)

Purchaser #1 Name _____ Marital Status _____
Current Address _____
City _____ State _____ Zip _____
Phone _____ Email _____

Purchaser #2 Name _____ Marital Status _____
Current Address _____
City _____ State _____ Zip _____
Phone _____ Email _____

If there are two purchasers, how do you wish to take title?

Joint Tenants Tenants in Common

Business purchaser: complete this section if purchasing as a business.

Business Name _____
Current Address _____
City _____ State _____ Zip _____
Contact Person _____ Website _____
Phone _____ Email _____

Full name of person(s) who will be signing documents for your company

Name _____ Title _____
Name _____ Title _____

This business was organized on (date): _____

and assigned the following organization number: _____

and organized or operating under the laws of the state of: _____ as a:

<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> A joint venture	<input type="checkbox"/> Corporation
<input type="checkbox"/> A non-profit institution	<input type="checkbox"/> A federal, state, or local government	<input type="checkbox"/> A partnership
<input type="checkbox"/> Other _____		

List partners, officers, principal members, or investors with a business interest of ten percent (10%) or more.

Attach additional sheets as necessary.

Name	Title	Description of Interest	% interest
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Purchaser Name: _____

Property Address: _____

Proposed Development (Check all that apply)

New Construction	<input type="checkbox"/>	Single-Family	<input type="checkbox"/>	Occupied by Purchaser	<input type="checkbox"/>
Rehabilitation	<input type="checkbox"/>	Multi-Family	<input type="checkbox"/>	Owner Occupied	<input type="checkbox"/>
Visitable*	<input type="checkbox"/>	Accessible^	<input type="checkbox"/>	Rental	<input type="checkbox"/>

*Visitable means one no-step entry, 32" door clearance for all primary doorways, and a 1/2 bath that meets minimum ADA clearance criteria on the main level.

[^ Accessible means fully compliant with 2010 ADA Standards for Design.](#)

Unit Description

	# Units	Finished Sq Ftge per unit	# Bath	Estimated Sales Price or Rent
1 Bedroom	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
2 Bedroom	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
3 Bedroom	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
4 Bedroom	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
___ Bedroom	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____

Unit Amenities (Check all that apply)

Proposed Sustainable:		Garage Size:		Garage:	
Energy STAR certify	<input type="checkbox"/>	Single car	<input type="checkbox"/>	Attached	<input type="checkbox"/>
Rain gardens	<input type="checkbox"/>	Double car	<input type="checkbox"/>	Detached	<input type="checkbox"/>
Other:	_____				

Builder/General Contractor Information

Name of Firm: _____

Address: _____ License #: _____

City, State and Zip: _____

Contact Person: _____ Phone: _____

E-mail: _____ Web: _____

List projects completed by the general contractor in the last 2 years (attach additional page as needed)

Describe your general contractor's qualifications and experience (attach additional page as needed)

Marketing Information for Sale or Lease

Marketing agent or leasing company: _____

Describe your marketing activities and timeframe (attach additional page as needed)

PRIVACY NOTICE

The City of Minneapolis uses the information provided in the Offer to Purchase to review offers for eligibility and selection criteria consistent with City of Minneapolis programs.

Certain of the information provided in the Offer to Purchase may constitute private data on individuals or nonpublic data under the Minnesota Government Data Practices Act. You have the right to refuse to provide such information. You are not legally or otherwise being required to provide the information, as you are not required to participate in City of Minneapolis programs. However, if you do not provide the information your offer will be deemed incomplete and will not be eligible for selection.

The City may, in its discretion, make the Offer to Purchase, or portions thereof, public for the purpose of soliciting input from applicable neighborhood organizations and members of the community, in order to meet the City's citizen participation goals. _____, on behalf of _____ hereby consents to the release of its Offer to Purchase for _____ and waives all claims, if any, it may have under Minnesota Statutes Section 13.08 against the City of Minneapolis for making such information public.

Notwithstanding the foregoing, you may claim that trade secrets or particularly sensitive financial, personal, or business information submitted under separate confidential cover is nonpublic or private data along with a description of the legal basis for such classification under the Minnesota Government Data Practices Act. The City shall make any final determinations as to whether such information is nonpublic or private, but will notify you if the City intends to release such information so that you can be afforded an opportunity (not to exceed five business days) to bring legal action to prevent its disclosure. Overly broad claims of nonpublic or private information that hinder the City's ability to meet its citizen participation goals will be grounds for rejection of the entire Offer to Purchase as unresponsive.

SIGNATURE

DATE

PRINT NAME