Minneapolis
Community Planning and Economic Development

THIS BOX FOR CPED STAFF USE ONLY:	
Property Address	
Date Received	
Disposition Parcel Number	
Land Sale Review Approved	
Planning Commission Review Approved	
Neighborhood Notice Sent	

OFFER TO PURCHASE FROM THE CITY OF MINNEAPOLIS

VACANT LAND FOR NEW CONSTRUCTION OF A 1-4 UNIT RESIDENTIAL STRUCTURE

Quality Control Checklist

Review this checklist of common errors to ensure your offer is complete before submittal.

☐ **DO NOT SEND A CHECK** with your Offer. Payment is only collected after City Council approval.

☐ Good faith deposit is for $2,000 or 10% of posted purchase price, whichever is more in Section 1.

☐ The exact name used for deeds and legal contracts is indicated in Section 2.

☐ Experience as developer or general contractor is documented with a list of addresses indicating completed projects within the last two years in Section 3.

☐ Experience of sales or leasing team is described and occupancy intentions are clear in Section 4.

☐ If two signers were indicated in Section 2 (two individuals purchasing together or two business representatives), then both signers must sign Section 5.

☐ New construction concept plans are attached, including:

- Project description: include a narrative describing the project
- Site plan: show garage, house, sidewalks, and indicate site drainage
- Concept drawings: show the exterior elevations and floor plan

☐ Completed Project Budget is attached, detailing:

- Soft costs (include insurance, utilities, maintenance, marketing or leasing fees at a minimum)
- After-improved market value or sales price of completed property (complete regardless of rental or ownership proposal)
- Financing sources that will pay for the total development cost.

☐ Documentation of financing for the total development cost as indicated on the Project Budget is attached. Documentation of a combination of cash, credit, or financing can be submitted.

Property offered through the Residential and Real Estate Development Work Unit's Vacant Housing Recycling Program

Strengthening neighborhoods, one property at a time.

1. PROPERTY INFORMATION

Property address: _____ **Minneapolis, MN ZIP:** _____

Purchase Price: _____ **Good Faith Deposit*:** _____

*The Good Faith Deposit is the greater of 10% of the purchase price or $2,000. The City will not pay interest on the Good Faith Deposit and it shall not be applied to the Purchase Price. It is collected after offer approval by the Minneapolis City Council.

2. PURCHASER INFORMATION

Fill out with the exact name used on legal documents between the City of Minneapolis and yourself.

Complete either section A (for individuals) or section B (for businesses) below.

A. Individual Purchaser: complete this section if you are purchasing under your personal name.

Purchaser #1 Name: _____ Marital Status: _____

Current Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ E-mail: _____

Will two individuals be purchasing this property? ☐ Yes ☐ No

If No, you have completed this section. Move on to 3. Purchaser Experience and Qualifications.

If Yes, how do you wish to take title? ☐ Joint Tenants ☐ Tenants in Common

Purchaser #2 Name: _____ Marital Status: _____

Current Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ E-mail: _____

B. Business Purchaser: complete this section if you are purchasing as a business.

Business Name: _____

Contact Person: _____ E-mail: _____

Current Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Website: _____

Date organized: _____ **Organization Number:** _____

Organized and operating under the laws of the State of _____ **as a** (check one below):

☐ Joint Venture ☐ Non-profit ☐ Limited Liability Company

☐ Corporation ☐ Partnership ☐ Federal, State, Local Government

☐ Other (Describe "other"): _____

Who will be signing documents for your company? (Attach additional page if needed)

Signer #1 Name: _____ Title: _____

Signer #2 Name: _____ Title: _____

List partners, officers, principal members, or investors with an interest of ten percent (10%) or more:

Name	Title	Description of Interest	% of interest
			0%
			0%
			0%

3. PURCHASER EXPERIENCE AND QUALIFICATIONS

A. Who is your general contractor for this project?

Name of Firm: _____ License #: _____

Address: _____ City: _____ State: ____ Zip: _____

Contact Person: _____ Email: _____

Phone: _____ Website: _____

B. Describe your or your general contractor's experience rehabilitating existing or constructing new residential structures within the past two (2) years. List completed addresses. Attach additional page if needed.

C. Have you purchased property from the City of Minneapolis before? ☐ Yes ☐ No

D. 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

E. Do you currently have any defaults, liens, or judgements? ☐ Yes ☐ No

F. List addresses of properties that you or your company currently own, have constructed, or have rehabilitated in the City of Minneapolis within the last 2 years. Attach additional page if needed.

4. PLAN FOR OCCUPANCY

A. When the project is completed, what is your plan for occupancy? (Select one of the options below)

☐ 1. Live in as my personal home.
☐ 2. Sell to owner occupants only. Fill out Section B below.
☐ 3. Sell with no restrictions (sale to owners occupants or investors). Fill out Section B below.
☐ 4. Rent. Fill out Section C below.

B. If you plan to sell the property (option 2 or 3), please provide the following information:

Name of Marketing Agent: _____

Address: _____ City: _____ State: ____ Zip: _____

Describe marketing activities and timeline to promote property sale. Attach additional pages if necessary.

C. If you plan to lease the property (option 4), please provide the following information:

Anticipated monthly lease rate: _____ (Attach description if different units will have different lease rates)

Name of Leasing Company: _____

Address: _____ City: _____ State: ____ Zip: _____

Describe your leasing company's experience managing rental property. Detail policies and procedures for tenant screening, maintenance, and resolution of conflicts. Attach additional pages if necessary.

5. CERTIFICATION

A. Purchase Terms

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, the above described real property including land and improvements. This document is NOT a purchase agreement and the Contract shall be the binding agreement between the two parties.

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 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 not later than the following April 15. The Purchaser agrees to begin construction or rehabilitation within one (1) month from the date of closing and complete 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.

B. Statement of Non-Collusion

The Purchaser submitting this Offer to Purchase states that:

- They are fully informed respecting the preparation and contents of this Offer to Purchase and of all pertinent circumstances respecting such offer.
- 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.
- The price or prices quoted in this offer are fair and proper and the Purchaser or any of its officers, partners, agents, representatives, owner, 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.

C. 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 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 may be deemed incomplete. The City may, in its discretion, make the Offer to Purchase, or portions thereof, public for the purpose of soliciting input from the applicable neighborhood organizations and members of the community in order to meet the City's citizen participation goals.

The Purchaser submitting this Offer to Purchase consents to the release of its Offer to Purchase and waives all claims, if any, under Minnesota Statutes 13.08 against the City of Minneapolis for making 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 determination 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.

D. Certification: All individual(s) or business representatives must sign below.
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 United States.

Purchaser #1 Signature

☐ I have read the certifications above and am authorized to submit this Offer to Purchase. The information included in this Offer is true and correct to the best of my knowledge and belief. Typing in my name below indicates my signature to the above document and its related attachments.

_____ _____
PRINT NAME DATE

Purchaser #2 Signature*
***If the Purchaser consists of two or more persons jointly as described in Section 2.A or 2.B of this Offer to Purchase, this statement must be signed by each person.

☐ I have read the certifications above and am authorized to submit this Offer to Purchase. The information included in this Offer is true and correct to the best of my knowledge and belief. Typing in my name below indicates my signature to the above document and its related attachments.

_____ _____
PRINT NAME DATE

Attachments:

1) **New Construction Project Description and Concept Plans**

2) **Project Budget**

3) **Documentation of Financial Capacity** (Financial capacity documentation is not public.)

4) **Additional Information** (Applicants have the option to attach additional pages if needed to fully and clearly describe their project proposal.)

Attachment 1: New Construction Project Description and Concept Plans

1. **Describe what you intend to build at the project site.**

2. **Fill out the table below indicating what you plan to construct on the vacant lot.** If more than one unit of housing is proposed, fill out a separate line for each unit type.

Finished Square Feet/Unit Size	# of ¦ yŕúă	# Bath	# .ŜŘ№22Ÿă	Estimated Sales Price or Rent

3. **Indicate if the project will have any of the following amenities:**

☑ **Parking improvements**

Number of stalls provided: _____ as an: ☐ Attached garage ☐ Detached garage ☐ Parking pad

☐ **ADA improvements**

Number of visitable[1] units: _____ Number of accessible[2] units: _____

[1]Visitable means one no-step entry, 32" door clearance for primary doorways, and a ½ bath that meets minimum ADA clearance criteria on the main level.

[2]Accessible means a unit that is fully compliant with the most current ADA Standards for Design.

☐ **Sustainable improvements**

☐ Certified through Energy STAR, LEED, Enterprise Green Communities, or similar program. Describe the certification program that will be pursued and features related to the certification.

☐ Rain garden installation. Describe the estimated size and stormwater infiltration rate of the rain garden.

4. **Attach the following:**

☐ **Schematic designs:** show exterior elevations and floor plan proposed. Designs do not need to be customized to the specific site applied for.

☐ **Site plan:** provide a scale drawing that shows lot dimensions, house location, garage location, sidewalk improvements, porch or deck improvements, and indicate drainage patterns with arrows or topography lines.

Proforma: Attach a development proforma showing project sources and uses.

See Green Homes North website for a link to the CPED proforma.