

**City of Ramsey**  
**Agenda**  
**Economic Development Authority (EDA)**

**Tuesday, April 7, 2020**

**7:30 am**

**Meeting by telephone or other electronic means in accordance with Minnesota Statute 13D.021**

Join from PC, Mac, Linux, iOS or Android: <https://web.accessionmeeting.com/j/1161271743>

Or Telephone:

Dial:

+1 480 712 7555 (US Toll)

Meeting ID: 116 127 1743

Voice mail comments can be left at 763-433-9819

**1. Call to Order**

1. Receive Update on Remote Meeting Procedures

**2. Approve Agenda**

**3. Approve Minutes**

1. Approve Meeting Minutes for March 12, 2020

**4. EDA Business**

1. Appoint Chairperson and Vice Chairperson
2. Receive Update on COVID-19 Impacts and Response Plans
3. Consider Approval of Tax Increment Financing (TIF) Agreement for Ramsey Hotel Group, LLC
4. Consider Programs to Assist Restaurants and Retailers Impacted by COVID-19
5. Consider Waiver of Registration Fees for 2020 Ramsey Business Expo and Discuss Future Planning and Dates

**5. Member/Staff Input**

**6. Adjournment**

**Economic Development Authority (EDA)**

**1. 1.**

**Meeting Date:** 04/07/2020

**By:** Tim Gladhill, Community Development

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**Title:**

Receive Update on Remote Meeting Procedures

**Purpose/Background:**

Staff will read a required disclaimer due to the need to hold a remote meeting during the current Emergency Declaration for the COVID-19 Pandemic.

**Notification:**

**Observations/Alternatives:**

**Funding Source:**

**Recommendation:**

**Action:**

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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	04/03/2020 12:10 PM
Tim Gladhill (Originator)	Tim Gladhill	04/03/2020 01:45 PM
Form Started By: Tim Gladhill		Started On: 04/03/2020 12:00 PM
Final Approval Date: 04/03/2020		

**Economic Development Authority (EDA)**

**3. 1.**

**Meeting Date:** 04/07/2020

**By:** Wendy Schlueter, Community  
Development

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**Title:**

Approve Meeting Minutes for March 12, 2020

**Purpose/Background:**

Purpose: The purpose is to approve the meeting minutes for the EDA meeting held the prior months. Background: The meeting minutes are attached for review and approval.

**Notification:**

**Observations/Alternatives:**

**Funding Source:**

**Recommendation:**

Approval of March 12, 2020 meeting minutes

**Action:**

Motion to approve March 12, 2020 EDA meeting minutes.

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**Attachments**

March Minutes

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Sean Sullivan	Sean Sullivan	04/01/2020 03:33 PM
Tim Gladhill	Tim Gladhill	04/03/2020 10:42 AM
Form Started By: Wendy Schlueter		Started On: 03/27/2020 10:35 AM
Final Approval Date: 04/03/2020		

**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, March 12, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:     Chairperson Jim Steffen  
                          Member Brian Burandt  
                          Member Scott Cords  
                          Member Glen Hardin  
                          Member Chris Riley

Members Absent:     Member Mark Kuzma

Also Present:         Sean Sullivan, Economic Development Manager  
                          Tim Gladhill, Deputy 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 Burandt, seconded by Member Hardin, to approve the agenda.

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

**3.     APPROVE MINUTES**

**3.01:   Approve Meeting Minutes Dated February 13, 2020**

Motion by Member Riley, seconded by Member Cords, to approve the February 13, 2020, minutes as presented.

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

**4.     EDA BUSINESS**

**4.01:   Consider First Amendment to Purchase Agreement for Part of Outlot A, COR Stone Brook Academy; Case of Cobblestone Hotel Development, LLC (Portions may be closed to the public)**

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked if the salon would be taking more land as Cobblestone will be taking a little less.

Economic Development Manager Sullivan explained that the area around the well will be retained as greenspace buffer. The two businesses are almost splitting the remaining parcel in half.

Member Cords asked if the name change means that the entity is based in Minnesota.

Economic Development Manager Sullivan stated that the new LLC entity is based in Minnesota which is common practice when businesses open in new states. He further explained that it is the same ownership group, which was based out of Wisconsin.

Motion by Member Cords, seconded by Member Burandt, to recommend to City Council to approve the First Amendment to Purchase Agreement for Part of Outlot A, COR Stonebrook Academy, subject to City Attorney approval as to legal form.

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

**4.02: Consider Purchase of 6336 Highway 10 NW (JAC Auto) (Portions of this case may be closed to the public)**

Deputy City Administrator Gladhill presented the staff report.

Member Cords stated that staff mentioned that Anoka County has discussed possible interchange designs that could impact Do All Printing. He asked if the City or Anoka County would be responsible for the property acquisition if that land is needed for the Highway 10 project.

Deputy City Administrator Gladhill stated that the hope is that the funding would come from the 47M bonding bill being considered by the state legislature. He noted that if there is a gap in funding for the project there would be a continued negotiations. An example is the Armstrong interchange project where the City acquired some parcels and the County acquired some parcels. He noted that if the City purchases the property that cost would likely count towards the City's contribution for the project.

Member Hardin asked if the city would be eligible to be reimbursed for the cost of this parcel if it ends up being part of the Highway 10 project.

Deputy City Administrator Gladhill stated that the City may not see cash back, but if the parcel is used for the highway project, that purchase cost would be counted towards the City's contribution towards the overall project.

Member Hardin asked if the value of the structure is known.

Deputy City Administrator Gladhill explained that he would not believe that the structures would have much value. He explained that the purpose of the purchase would be to remove blight in the corridor.

Member Hardin asked for information on recent sales adjacent to this parcel.

Deputy City Administrator Gladhill provided an update on the adjacent parcels which are currently listed for sale (and have been for some time) and/or may have been purchased recently.

Member Hardin asked about the offer that was previously placed on the bookstore location, believing that it was around \$2 per square foot.

Economic Development Manager Sullivan was not sure what the offer was for that site for the previous project. (Staff later identified the offer to purchase was at \$2.33 per square foot) He stated that the previous bookstore location that is owned by the City has some challenges because the site does not have access to storm water system and the size of the site seems to limit the onsite storm water treatment options available.

Chairperson Steffen asked when the realignment of Highway 10 would be known.

Deputy City Administrator Gladhill stated that the City hopes to have a much better sense of the alignment within the next two years.

Chairperson Steffen asked if the City would remove the building, clean up the site and put it back on the market if the site is ultimately not needed for the highway project.

Deputy City Administrator Gladhill confirmed that to be true. He noted that the site would most likely be occupied by another business at that time looking for additional space.

Chairperson Steffen asked how long the property has been listed on the market.

Deputy City Administrator Gladhill confirmed that the property has been on the market listed for sale for multiple years.

Motion by Member Hardin, seconded by Member Cords, to recess the meeting to Closed Session at 7:51 a.m.

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

The meeting reconvened to Open Session at 8:05 a.m.

Deputy City Administrator Gladhill summarized the discussion of the closed session noting that the EDA directed staff to negotiate at a different price and the item will come back to the EDA for additional discussion.

**5. MEMBER / STAFF UPDATE**

The EDA reviewed the Staff Update.

Economic Development Manager Sullivan highlighted the upcoming Business Expo. He indicated it was full with 70% of the registered business coming from Ramsey. He reported on a recent sale of the Dahlheimer/Grosslein building for 2.5M to Global Glove, an expanding Ramsey business.

**6. ADJOURNMENT**

The regular meeting of the Economic Development Authority adjourned at 8:08 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:** 04/07/2020

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

**By:** Sean Sullivan, 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, 2020 - March 31, 2021.

**Notification:**

**Observations/Alternatives:**

**Funding Source:**

**Recommendation:**

**Action:**

Motion to appoint \_\_\_\_\_ as Chairperson of the Economic Development Authority through March 31, 2021.

-and-

Motion to appoint \_\_\_\_\_ as Vice Chairperson of the Economic Development Authority through March 31, 2021.

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 04/03/2020

**Reviewed By**

Sean Sullivan  
Sean Sullivan  
Sean Sullivan  
Tim Gladhill

**Date**

03/26/2020 01:58 PM  
03/26/2020 02:53 PM  
03/26/2020 02:53 PM  
04/03/2020 10:37 AM  
Started On: 03/17/2020 02:02 PM

**Economic Development Authority (EDA)**

4. 2.

**Meeting Date:** 04/07/2020

**By:** Tim Gladhill, Community Development

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**Title:**

Receive Update on COVID-19 Impacts and Response Plans

**Purpose/Background:**

Staff will provide a broad overview of the City's current Response Plans to the COVID-19 Pandemic as it relates to City operations, especially Board and Commission Meetings.

**Notification:**

**Observations/Alternatives:**

**Funding Source:**

**Recommendation:**

**Action:**

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

Sean Sullivan

Tim Gladhill (Originator)

Form Started By: Tim Gladhill

Final Approval Date: 04/03/2020

**Reviewed By**

Sean Sullivan

Tim Gladhill

**Date**

04/03/2020 01:57 PM

04/03/2020 01:59 PM

Started On: 04/03/2020 01:51 PM

**Economic Development Authority (EDA)**

4. 3.

**Meeting Date:** 04/07/2020

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

**By:** Sean Sullivan, Community Development

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**Title:**

Consider Approval of Tax Increment Financing (TIF) Agreement for Ramsey Hotel Group, LLC

**Purpose/Background:**

The purpose of this case is to consider approval of the attached TIF Agreement and to make a formal recommendation to the City Council. The City and Cobblestone Hotel Development, LLC (now Ramsey Hotel Group, LLC) have entered into a PA and in the process of executing an approved First Amendment to Purchase Agreement. The general terms of the approved Purchase Agreement and First Amendment to Purchase Agreement include a land cost write down of \$311,020, and a requirement by the developer to build a 36,578 square foot 60-unit hotel, restaurant and related facilities on a 1.428 acres lot on a portion of Outlot A, COR Stone Brook Academy. There are additional contingencies in the Purchase Agreement that include:

1. Satisfactory review of the underwriting by the Seller demonstrating the need of financial assistance in the form of a land write down of \$311,020.
2. City Council approval and execution of a Tax Increment Financing Agreement between the Seller and Buyer and or its assigns.
3. City Council approval of Business Subsidy for Buyer and or its assigns.

The attached TIF Agreement has been drafted by Taft (Formerly Briggs and Morgan) and it captures the spirit of the purchase agreement and includes protections for the city that include a Minimum Assessment Agreement for 4.275M, a 5 year requirement to operate on the Development Property.

Prior to the City Council approving the TIF Agreement, if recommended by the EDA, Ehlers will re-evaluate the rate of return and need for assistance, based upon on a sworn construction statement and better defined project costs. Being that the project is being provided upfront assistance and not a TIF Note, a look-back provision has not been included in the TIF Agreement. The City has not used a look-back provision in any of its previous TIF Projects, although this is a tool at the City's disposal.

This does not approve the proposed project. Traditionally, this step in the process of City Land Sale Transactions only includes consideration for the Purchase Agreement while the TIF Agreement would come at a later date. However, since the TIF Agreement is an integral part of the Land Sale Price, Staff and Ehlers (financial advisor) have done preliminary analysis to determine if assistance in the form of land write-down is warranted.

**Notification:**

Notification is not required.

**Observations/Alternatives:**

**Observations:**

The request for a Business Subsidy in the form of a land write-down (reduced sales price) triggers the need for business subsidy analysis. The Anoka County Assessor has reviewed the proposed project and has it valued at \$4.275M. There are many positive components to construction of a 60 Unit, 4-Story Hotel with Restaurant that address EDA, City Council and community goals. They include, but are not necessarily limited to the following.

- Estimated Tax Assessed Value \$4.275M
- Estimated Annual Property Taxes \$139,000

- Filling demand for more lodging in the City of Ramsey
- High-Quality Full-Service Restaurant
- Pool
- 12FT, 13PT (25 total new jobs)
- Sale of a City parcel in the The COR with the City receiving \$311,020 in TIF (Est. 9-10 year payback)
- Value of land is within the City deal range
- Parcel begins to generate taxes (currently tax exempt)
- Increased traffic/commerce to The COR

In order to ensure that the assistance is truly needed for the project to move forward, the Application has been reviewed/underwritten by Ehlers, the City's Financial Advisor. The underwriting determines whether the rate of return by the Developer is within industry standards, and is truly needed for the project to happen (satisfy the TIF, "But For" Test) and includes a reasonable return on investment for the City. Ehlers has completed the underwriting including the land write down resulting in a cash return of 4.8% and a cash on cost return of 7% by year 3, which are below industry standards. It is clear that provision of the land cost write down is not unduly enriching the developer, but it is providing enough incentive to draw investment into the City of Ramsey. "But-for" the provision of the incentive, the project would not occur in the City of Ramsey. This will be reviewed to ensure it remains within industry standards prior to City Council consideration for approval in May.

**Deal Structure:**

The proposed deal structure is similar to projects in Sunfish Lake Business Park and other previous TIF Developments in the City, although it has been a number of years since the City has utilized this structure. Up-front TIF Financing in the form of reduced land sale price is being asked for by the Developer to inject more equity into the project on the front end in order to increase ratios for primary, traditional financing. Rather than the Developer taking a TIF Note as equity in the project to be reimbursed over time and paying for the land up front as is the case with more recent projects in the COR, the Developer is asking the City to receive payment for the land over time. The City will ultimately be made whole on the land transaction and a TIF Agreement and Minimum Assessment Agreement would be drafted to ensure this. Staff estimated 9-10 years of TIF will be sufficient time for the payback. In other words, the City's return on investment would be delayed over time but still achieved. The City's reimbursement would come with property tax collection on the parcel, so there is little risk involved if the City finds the delayed return approach acceptable.

Based on the Memo by Ehlers, Staff will work with the Developer regarding the potential for look back provisions, specifically reviewing a sworn construction statement and updated development costs prior to approval and execution of the TIF Agreement. There currently is not any language in the TIF Agreement as it is not necessary.

It would be possible to ask for a look-back provision based on the sale of the real estate at a later date. Markets change and determining what would be a reasonable sale amount in the future would be difficult. Also, these type of look-back provisions do not share on the downside, if a project under-performs. This practice is not common and it could be looked at as a barrier to develop in Ramsey. In light of the current economic conditions and future growth potential, Staff believes that a look-back provision would likely be a obstacle to development and does not recommend proposing a look-back provision relating to the future sale of the real estate.

**Funding Source:**

This case is being handled as part of normal Staff duties. If financial assistance is provided, TIF District 14 will also be a funding source.

**Recommendation:**

Staff recommends the EDA approve the attached TIF Agreement and recommend approval to the City Council.

**Action:**

Motion to recommend approval of the attached TIF Agreement and recommend approval to the City Council, subject to City Attorney approval as to legal form.

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## Attachments

Draft TIF Agreement

Executed Purchase Agreement

First Amendment to PA

Ehlers Analysis Memo

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## Form Review

### Inbox

Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 04/03/2020

### Reviewed By

Sean Sullivan  
Tim Gladhill

### Date

03/26/2020 01:52 PM  
04/03/2020 01:49 PM  
Started On: 03/24/2020 03:51 PM

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF RAMSEY, MINNESOTA

AND

RAMSEY HOTEL GROUP LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP  
2200 IDS Center  
80 South 8th Street  
Minneapolis, Minnesota 55402

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Ramsey, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and Ramsey Hotel Group LLC, a Minnesota limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133, the City has heretofore established Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to Minnesota Laws, 2010, Chapter 389, Article 7, Section 22, as amended by Minnesota Laws, 2011, Chapter 112, Article 11, Section 16 ("Special Legislation") and the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing (Redevelopment) District No. 14 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to finance certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement;

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit B attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and Project and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

City means the City of Ramsey, Minnesota;

County means Anoka County, Minnesota;

Developer means Ramsey Hotel Group LLC, a Minnesota limited liability company, its successors and assigns;

Development District means Development District No. 1, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Interfund Loan means the interfund loan in the amount of \$311,020 with interest at a rate of 5.00% per annum authorized by the City's Interfund Loan Resolution adopted on \_\_\_\_\_, 2020;

Legal and Administrative Expenses means the fees or expenses incurred by the City in connection with the establishment of the Tax Increment District and the preparation of this Agreement;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the approximately 36,578 square foot 60-unit hotel, restaurant and related facilities to be located on the Development Property;

Purchase Agreement means that certain agreement between the City and the Developer for the purchase of the Development Property from the City;

Special Legislation means Minnesota Laws, 2010, Chapter 389, Article 7, Section 22, as amended by Minnesota Laws, 2011, Chapter 112, Article 11, Section 16;

State means the State of Minnesota;

Tax Increments means the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing (Redevelopment) District No. 14 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on December 14, 2010, and any amendments thereto;

Termination Date means the date on which the City has been reimbursed the amount of the Interfund Loan.

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the Special Legislation.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness,

agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence no later than \_\_\_\_\_, 2020 and barring Unavoidable Delays, will be substantially completed by \_\_\_\_\_, 20\_\_.

(9) Until the Termination Date, the Developer will not seek a reduction in the market value as determined by the County Assessor of the Project.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property. The City agrees to sell the Developer the Development Property for the purchase price set forth in the Purchase Agreement in accordance with the provisions of the Purchase Agreement. The City shall use the Tax Increments to pay the Interfund Loan. It is expected that the Tax Increments to be received by the City will be in the principal amount of \$311,020 plus interest at 5.00%.

Section 3.2 Legal and Administrative Expenses. The Developer has deposited \$5,000 with the City to pay actual out of pocket Legal and Administrative Expenses and any excess will be returned to the Developer after payment of all Legal and Administrative Expenses. If the City determines the deposit to be inadequate, the Developer shall provide additional funds in the amount determined by the City to be escrowed.

#### Section 3.3 Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is \$311,020 which is the value of the Development Property which is being sold to the Developer for \$1.00 and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The Tax Increment District is an economic development district and the public purpose of the Business Subsidy is to encourage the construction of the Project in the City (the "Goals"). After holding a public hearing on \_\_\_\_\_, 2020, the City has determined that creation and retention of jobs is not a goal of the subsidy for the Project and consequently has set the wage and job goals hereunder at zero.

(2) If the Goals are not met, the Developer agrees to repay all of the Business Subsidy to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the date the Goals are not met, compounded semiannually.

(3) The Developer agrees to (i) report its progress on achieving the Goals to the City until the date the Goals are met or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Minnesota Statutes, Section 116J.994, Subdivision 7 on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file these reports no later than March 1 of each year commencing March 1, 2021, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) The Developer agrees to continue operations within the City for at least five (5) years after the date the Project is placed in service.

(5) There are no other state or local government agencies providing financial assistance for the Project other than the City.

(6) Cobblestone Hotel Development, LLC, a Wisconsin limited liability company, is the parent corporation of the Developer.

(7) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.4 Execution of Assessment Agreement. Simultaneously with the execution of this Agreement, the Developer and the City shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Project which will result in a market value as of January 2, 20\_\_ of not less than \$4,275,000 until December 31, 20\_\_ (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the property in excess of such Assessor's Minimum Market Value. The Assessment Agreement shall remain in effect until the earlier of (i) December 31, 20\_\_; or (ii) the date of termination of this Agreement. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property.

## ARTICLE IV

### EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed, special assessments or other City charges with respect to the Development Property.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due;  
or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this

indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as an "economic development district" under Section 469.174, Subdivision 12, of the Act and Section 469.176, Subdivision 4c. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

## ARTICLE V

### ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a hotel, restaurant and related facilities and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Ramsey Hotel Group LLC  
Attention: R. Hansen  
980 American Drive  
Neenah, WI 54956

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Ramsey, Minnesota  
Attention: City Administrator  
Ramsey City Hall  
7550 Sunwood Drive NW  
Ramsey, MN 55303

with a copy to:

Taft Stettinius & Hollister LLP  
Attention: Mary Ippel  
2200 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall terminate on the Termination Date, unless earlier terminated or rescinded in accordance with its terms.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9 Transfer of Development Property; Assignability of Agreement. The Development Property may be transferred only with the consent of the City and this Agreement may be assigned only with the consent of the City, which shall not be unreasonably withheld, delayed or conditioned.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

This is a signature page to the Development Agreement by and between the City of Ramsey and Ramsey Hotel Group LLC.

RAMSEY HOTEL GROUP LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

This is a signature page to the Development Agreement by and between the City of Ramsey and Ramsey Hotel Group LLC.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Ramsey, Anoka County, Minnesota with the following legal description:

EXHIBIT B

FORM OF ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this 1st day of April, 2020, is by and among the City of Ramsey, Minnesota (the "City"), and Ramsey Hotel Group LLC, a Minnesota limited liability company (the "Developer"), and the Anoka County Assessor (the "Assessor").

WITNESSETH

WHEREAS, the City and the Developer have entered into a Development Agreement dated as of \_\_\_\_\_, 2020 (the "Development Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will construct a Project on the Development Property as described in the Development Agreement.

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth below is reasonable.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 20\_\_ through and thereafter until December 31, 20\_\_ the minimum market value which shall be assessed for the Project shall be not less than \$4,275,000.
2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on the earlier of: (i) December 31, 20\_\_; or (ii) the date of termination of the Development Agreement.
3. This Agreement shall be recorded by the City with the County Recorder of Anoka County, Minnesota. The Developer shall pay all costs of recording.
4. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Agreement between the City and the Developer.
5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF RAMSEY, MINNESOTA

(SEAL)

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by John LeTourneau, the Mayor, and Kurtis G. Ulrich, the City Administrator of the City of Ramsey on behalf of said City.

\_\_\_\_\_  
Notary Public

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, Ramsey Hotel Group LLC, and the Anoka County Assessor.

RAMSEY HOTEL GROUP LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of Ramsey Hotel Group LLC, a Minnesota limited liability company, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, Ramsey Hotel Group LLC, and the Anoka County Assessor.



CONSENT TO ASSESSMENT AGREEMENT

\_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Bank"), does hereby consent to all terms, conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it purchases the Development Property at a foreclosure sale or acquires the Development Property through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the Developer, it and its respective successors and assigns, shall be bound by all terms and conditions of the Assessment Agreement, including but not limited to the provision which requires that the minimum market value of the Development Property and the Project shall be not less than the amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be executed in its name and on its behalf as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ banking corporation on behalf of the corporation.

\_\_\_\_\_  
Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT  
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **COBBLESTONE HOTEL DEVELOPMENT, LLC** and/or its assigns, a Wisconsin 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 February 5, 2020 (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.5 acres of vacant land, legally described as follows:

The East half of Outlot A, COR Stone Brook Academy, to be platted as: T.B.D.

Anoka County PID Number: Portion of 28-32-25-23-0018

3. **PURCHASE PRICE.** The purchase price for the Property is \$1.00 including the easement area on +/- 1.5 acres (65,340 square feet) subject to a lot split as outlined in Exhibit A plus or minus the prorations and credits as provided for herein (the “Purchase Price”). The property valuation is \$326,700, is proposed to be reimbursed through Tax Increment Financing.
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$1.00 (the “Earnest Money”) with Commercial Partners Title Company (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - a. If Buyer does not deposit the Earnest Money 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 has provided the Buyer an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) for Outlot B, COR One (the "Survey") from a duly licensed surveyor dated April 18, 2017. 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 **180 days from the effective date** \_\_\_\_\_ (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:** COBBLESTONE HOTEL DEVELOPMENT, LLC  
Brian Wogernese  
980 American Drive  
Neenah, WI 54956  
Email: bwogernese@staycobblestone.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 One Thousand and 00/100 Dollars (\$1,000.00) earnest money with Escrow Agent for each extension. Each \$1,000 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 Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
    1. Seller shall pay all outstanding property taxes, including but not limited to, Payable 2020 for the Property.
    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 14.
    5. State Deed Tax
  - 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.

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. ("Sellers Broker"). Seller shall pay Seller's Broker as required by their agreement 3% of final gross 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 for 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 ventures 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 minimum 60 unit 4 story hotel with restaurant compliant with COR Zoning requirements to be further defined by an approved Site Plan a year after closing. 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.

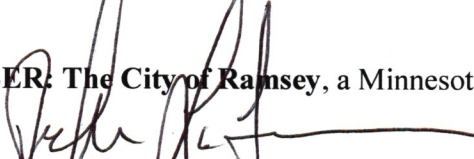
**29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Pacific Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any 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. City of Ramsey will reimburse Buyer up to \$3500 for re-platting expense. The reimbursement will only take place upon a successful closing and City of Ramsey is not responsible for any cost reimbursement if Buyer does not close on subject property. Buyer to provide written documentation of platting costs for reimbursement.

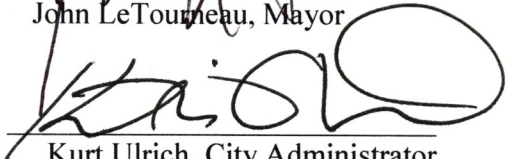
**31. CONTINGENCIES.** In addition to all other requirements and contingencies by the Buyer and Seller herein, the Purchase Price of \$1.00 is contingent on the following:

- a. Satisfactory review of the underwriting by the Seller demonstrating the need of financial assistance in the form of a land write down of \$326,699.
- b. City Council approval and execution of a Tax Increment Financing Agreement between the Seller and Buyer and or its assigns.
- c. City Council approval of Business Subsidy for Buyer and or its assigns.

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

By:   
John LeTourneau, Mayor

Dated: 02/05/2020, 2020

By:   
Kurt Ulrich, City Administrator

Dated: 02/03/2020, 2020

**BUYER: COBBLESTONE HOTEL DEVELOPMENT, LLC .**

By: Cobblestone Hotel Development, LLC

  
\_\_\_\_\_  
Brian Wogernese, Managing Member

Dated: January 30, 2020

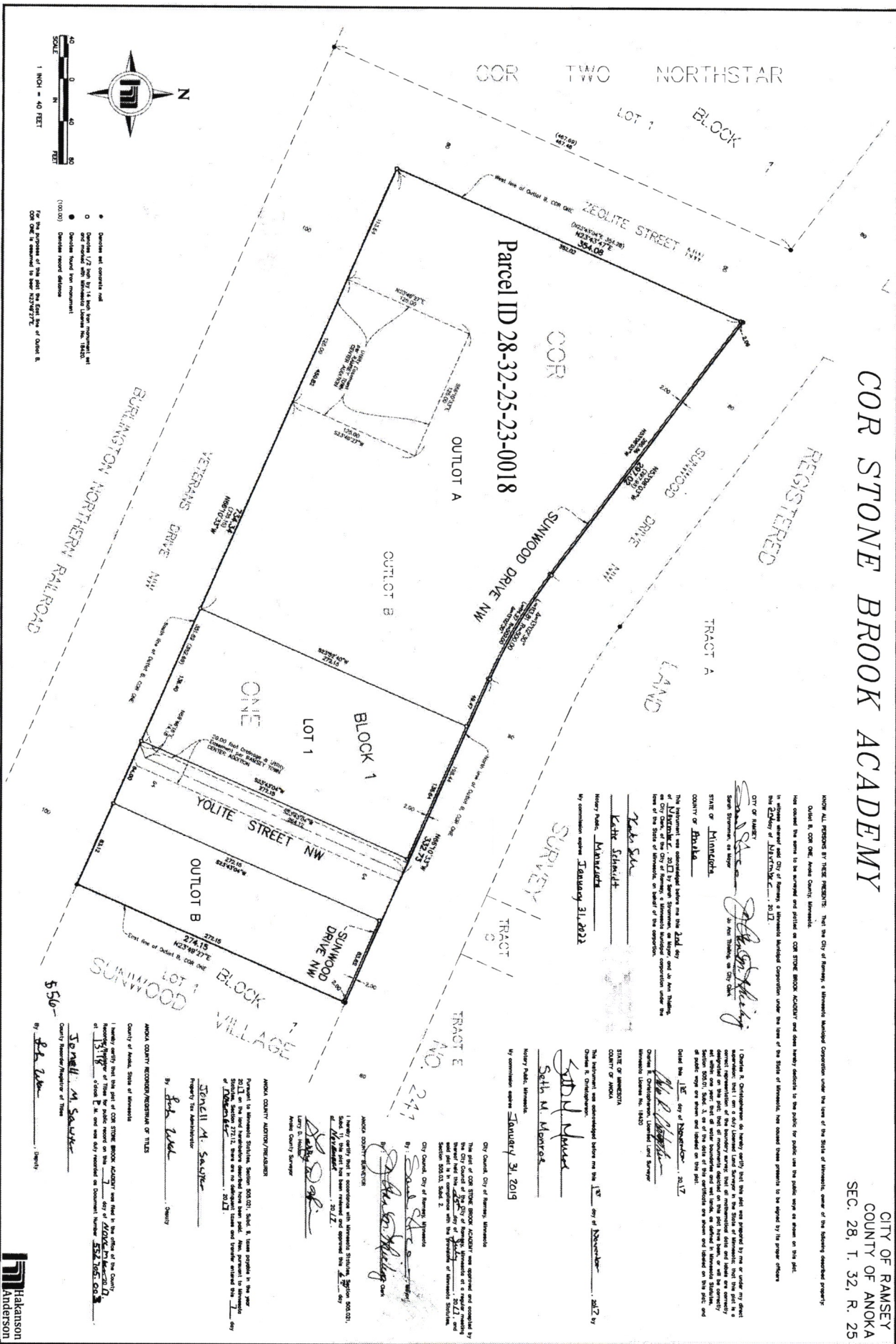
EXHIBIT A

COR STONE BROOK ACADEMY

OFFICIAL PLAN

552-765-003

CITY OF RAMSEY  
COUNTY OF ANOKA  
SEC. 28, T. 32, R. 25



KNOW ALL PERSONS BY THESE PRESENTS, that the City of Ramsey, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

Parcel ID 28-32-25-23-0018

has caused the same to be surveyed and plotted as COR STONE BROOK ACADEMY and does hereby dedicate to the public for public use the public ways as shown on this plat.

In witness whereof and City of Ramsey, a Minnesota Municipal Corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers the City Clerk of Ramsey, Minnesota, this 21st day of December, 2017.

CITY OF RAMSEY  
City Clerk  
By commission expires January 31, 2022

STATE OF MINNESOTA  
COUNTY OF ANOKA

City Clerk  
By commission expires January 31, 2022

STATE OF MINNESOTA  
COUNTY OF ANOKA

City Clerk  
By commission expires January 31, 2022

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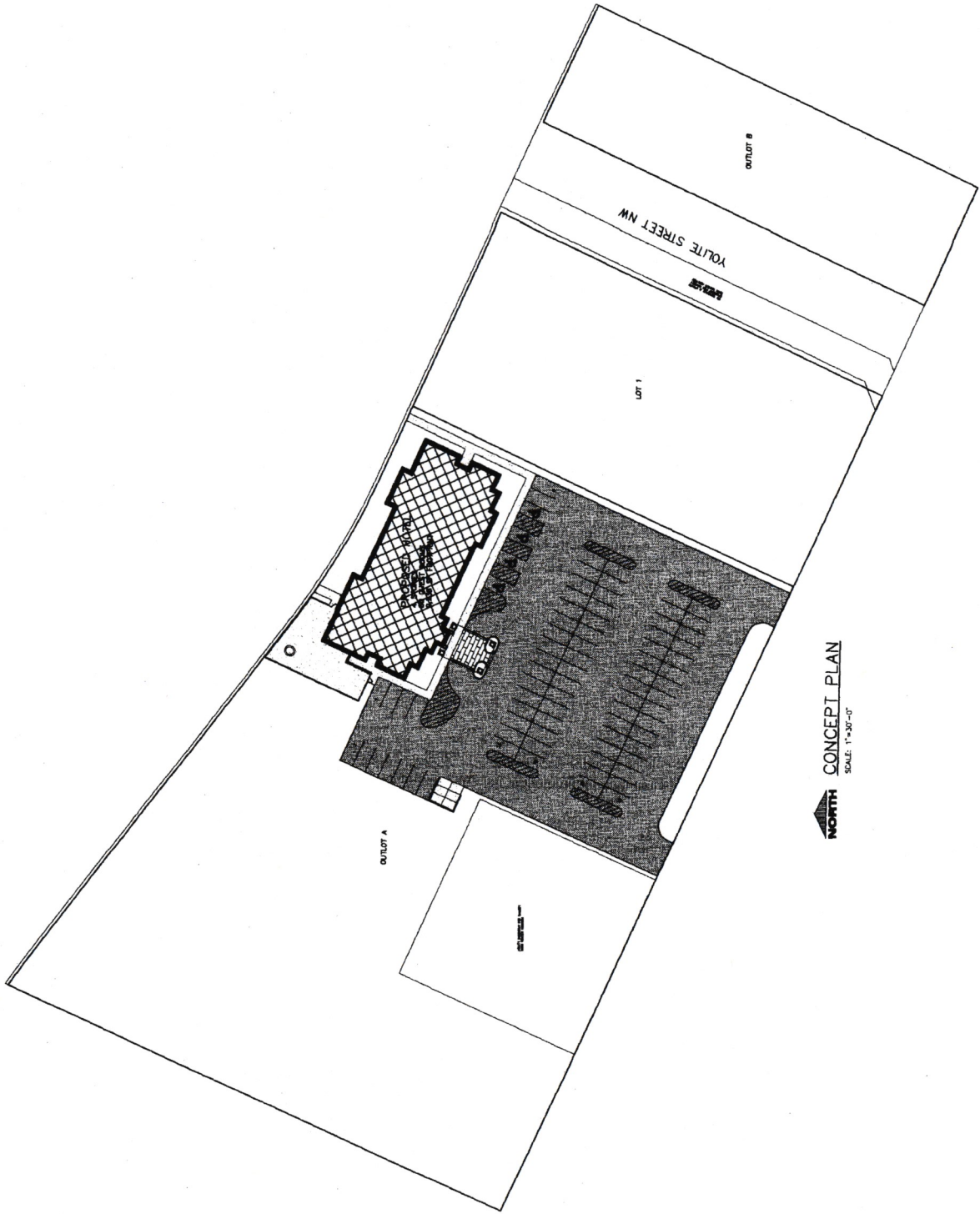
KNOW ALL PERSONS BY THESE PRESENTS, that the City of Ramsey, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

Parcel ID 28-32-25-23-0018

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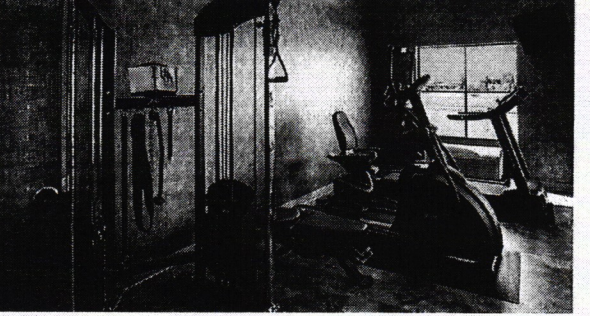
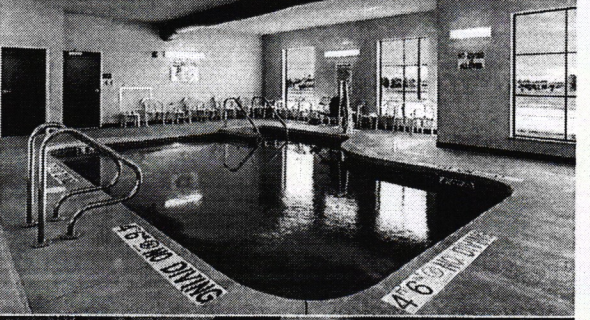
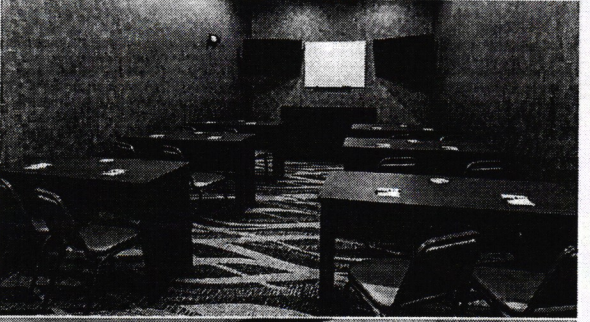
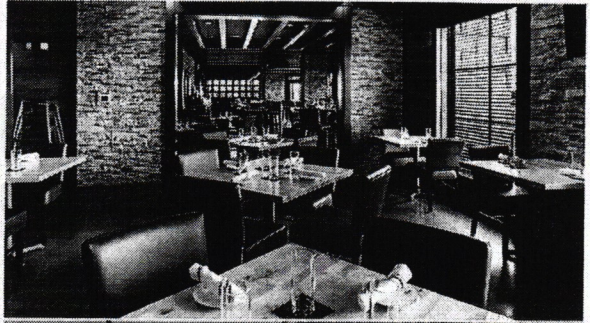
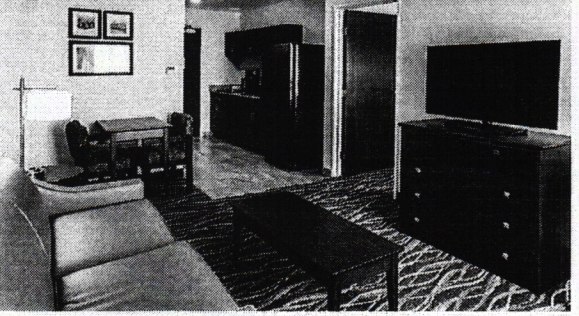
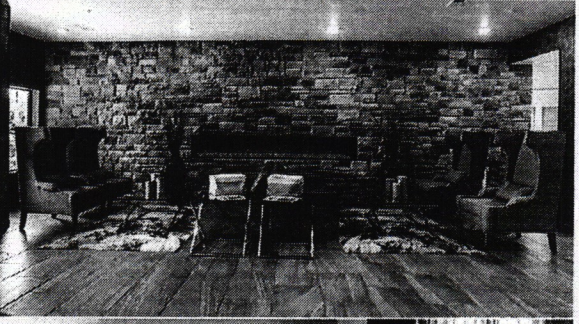
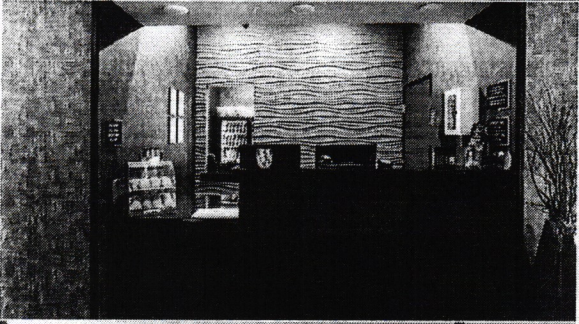
In witness whereof and City of Ramsey, a Minnesota Municipal Corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers the City Clerk of Ramsey, Minnesota, this 21st day of December, 2017.





**CONCEPT PLAN**  
SCALE: 1"=30'-0"





**FIRST AMENDMENT  
TO  
PURCHASE AGREEMENT**

This is the First Amendment to the Purchase Agreement by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **COBBLESTONE HOTEL DEVELOPMENT, LLC** and/or its assigns, a Wisconsin limited liability company (“Buyer”), dated February 5, 2020.

Recitals

1. The Buyer desires to change the Buyer entity from Cobblestone Hotel Development, LLC, a Wisconsin limited liability company to Ramsey Hotel Group LLC, a Minnesota limited liability company.
2. **EFFECTIVE DATE.** The Effective Date remains February 5, 2020.
3. **SALE OF PROPERTY.** The Buyer and Seller desire to amend the acreage of the parcel to approximately 1.428 acres (62,204 SF).
4. **PURCHASE PRICE.** The purchase price for the approximate 1.428 acre (62,204 SF) parcel is \$1.00 (the “Purchase Price”), subject to the proposed site plan depicted in attached Exhibit A plus or minus the prorations and credits as provided for herein. The property valuation is \$311,020.
5. **CONTINGENCIES.** In addition to all other requirements and contingencies by the Buyer and Seller herein, the Purchase Price of \$1.00 is contingent on the following:
  - a. Satisfactory review of the underwriting by the Seller demonstrating the need of financial assistance in the form of a land write down of \$311,020.
  - b. City Council approval and execution of a Tax Increment Financing Agreement between the Seller and Buyer and or its assigns.
  - c. City Council approval of Business Subsidy for Buyer and or its assigns.

Agreement

1. **AMENDMENT APPROVAL.** Seller hereby approves this First Amendment to Purchase Agreement and the changes included in the above Recitals.
2. **REMAINING TERMS.** All other provisions of the Purchase Agreement, as amended, remain unchanged except to the extent inconsistent with the terms of this First Amendment to Purchase Agreement. The terms used in this First Amendment to Purchase Agreement have the same meaning as in the Purchase Agreement.

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

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

Dated: \_\_\_\_\_, 2020

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

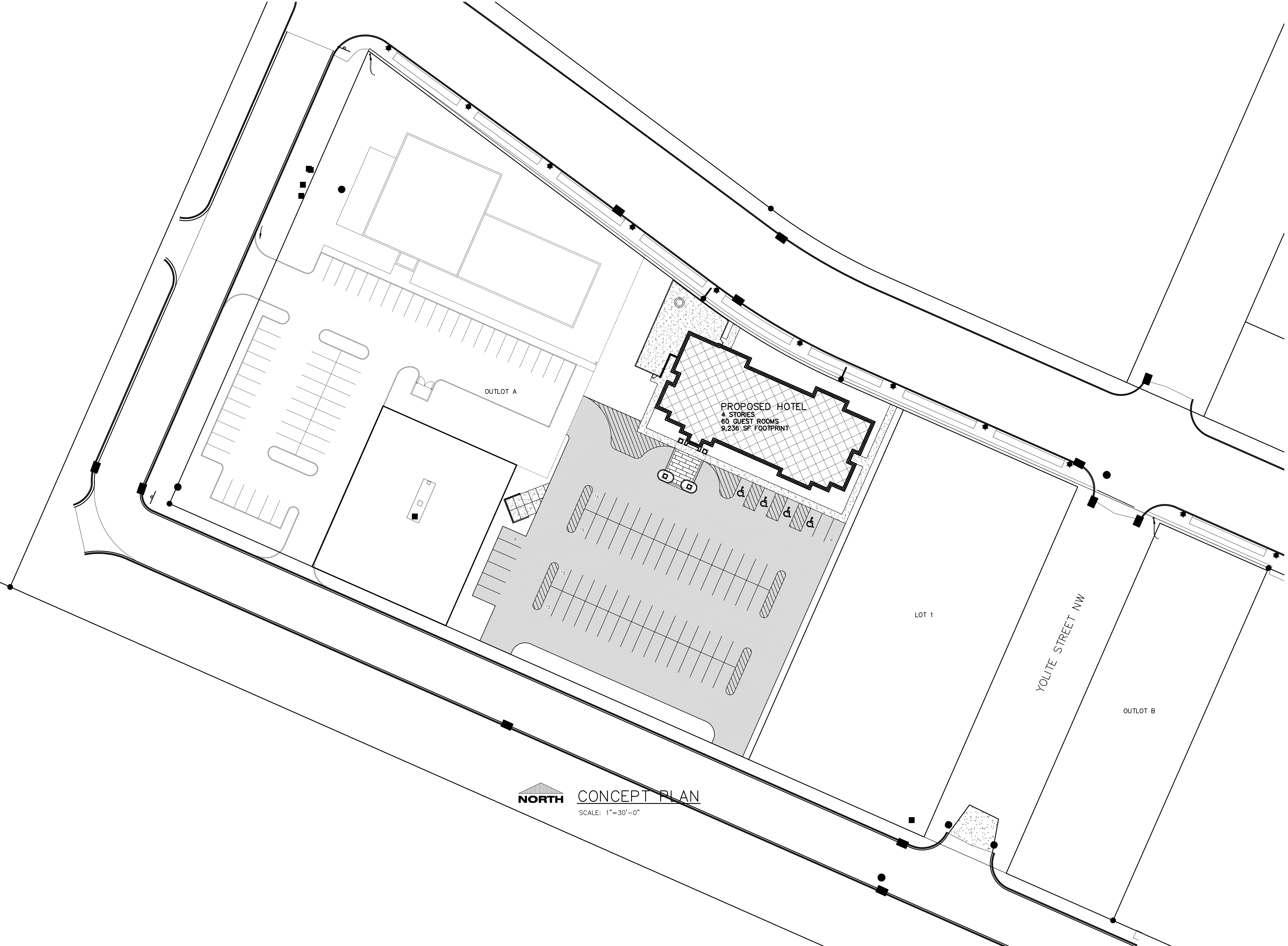
Dated: \_\_\_\_\_, 2020


**BUYER: Cobblestone Hotel Development, LLC**, a Wisconsin Limited Liability Company.

By: \_\_\_\_\_  
Brian Wogernese, Managing Partner

Dated: \_\_\_\_\_, 2020

**EXHIBIT A**



**NORTH**  **CONCEPT PLAN**  
SCALE: 1" = 30'-0"

**PROJECT INFORMATION**

NEW HOTEL FOR:  
**COBBLESTONE HOTEL AND SUITES**  
SUNWOOD DRIVE NW • RAMSEY, MINNESOTA

PROFESSIONAL SEAL

**PRELIMINARY DATES**

AUG. 6, 2019  
FEB. 20, 2020

**NOT FOR CONSTRUCTION**

**JOB NUMBER**

1946540

**SHEET NUMBER**

**C**

# Memo

**To:** Sean Sullivan, Economic Development Manager  
**From:** Jason Aarsvold, Ehlers  
**Date:** 1-2-2020  
**Subject:** Cobblestone Hotel – Request for Assistance

The City of Ramsey received a request for assistance to construct a 60 room Cobblestone Hotel and Suites project within the COR area on City-owned land. The developer is requesting the City write-down the cost of the land to \$1 to make the project financially feasible.

You requested that Ehlers review the developer’s proposal to determine whether the request is reasonable and within industry standards. Ehlers conducted a thorough review of the developer’s budget and operating pro forma to ensure all development costs, anticipated revenues, and expenditures were represented appropriately. The table below depicts the sources and uses of funds for the project as proposed by the developer.

<b>SOURCES</b>			
	<b>Amount</b>	<b>Pct.</b>	<b>Per Room</b>
First Mortgage	5,000,000	62.7%	83,333
Developer Equity	2,970,001	37.3%	49,500
<b>TOTAL SOURCES</b>	<b>7,970,001</b>	<b>100%</b>	<b>132,833</b>

<b>USES</b>			
	<b>Amount</b>	<b>Pct.</b>	<b>Per Room</b>
Acquisition Costs	1	0.0%	0
Construction Costs	5,800,000	72.8%	96,667
Furniture, Fixtures, & Equipment	1,385,000	17.4%	23,083
Professional Services	265,000	3.3%	4,417
Financing Costs	170,000	2.1%	2,833
Developer Fee	250,000	3.1%	4,167
Cash Accounts/Escrows	100,000	1.3%	1,667
<b>TOTAL USES</b>	<b>7,970,001</b>	<b>100%</b>	<b>132,833</b>

## Analysis

Generally, this project meets the expectations of a limited service, or upper midscale, hotel project regarding the financing structure, projected revenues, developer fee, and on-going operational costs. Following are our findings from the analysis completed for the project:

- The Developer proposes to finance the entire hotel project with a combination of equity and debt. The proposed financing includes just over 37% equity and 62.7% debt in the form a first mortgage. For a project of this nature, we would expect to see an equity

contribution of at least 25%. The developer indicates the first mortgage would include a 20-year term with 5.5% interest. While these terms are within industry standards and are used for the analysis, we were not given an actual lending commitment to review.

- The total development cost (TDC) for this project is \$7.97 million or \$132,833 per room, assuming no payment for the land. Based on our experience with similar projects, we would expect total development costs to range between \$125,000 and \$150,000 per room with a payment for land. The development costs are within an acceptable range, but we did not receive a detailed breakdown for review. **Using a look-back provision for development costs in the purchase/development agreement is advised.**
- The development fee of \$250,000 is 3.1% of total development costs. For a project of this nature, we would expect to see a developer fee of no more than 5%. The proposed fee is acceptable.
- The developer proposes an Average Daily Rate (ADR) of \$112 in year one with a 60% percent occupancy assumption. This increases to an ADR of \$121 by year three with a 68% occupancy assumption. We typically see ADR assumptions of between \$110 and \$125 in year 1 depending on the local market. The projected ADR is on the lower-end of the acceptable range. Occupancy should be at or above 68% upon stabilization, and this project is exceeding that benchmark. Given the lower projected ADR, however, a look-back provision is recommended.
- The total operating costs are projected at just over \$20,800 per room. The proposed operating costs are within industry standards.
- The projected rates of return for this project, with the full land write-down, are below industry standards. Upon stabilization, the projected cash on cost return (net operating income / TDC) is 7%. Hotel developer/owners would like to see a cash on cost of up to 9%. The projected cash on cash return (annual cash flow / equity) is 4.8%. Hotel developer/owners would like to see a cash on cash return of up to 10%.

## Recommendations

In summary, the lower than average projected return on investment means the project does demonstrate a need for assistance. Providing the requested land write-down will help facilitate development of the hotel without unduly enriching the developer.

In addition, we estimate the project will generate approximately \$45,000 annually in tax increment within the COR TIF district. These funds will be available as a result of this project to repay the City for land costs and other investment in the COR area.

To provide added assurance that the assistance is warranted, including a look-back provision in the purchase/development agreement is recommended. This provision will help ensure the actual TDC is as much as projected and that the returns on investment do not exceed industry standard.

## Economic Development Authority (EDA)

4. 4.

**Meeting Date:** 04/07/2020

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

**By:** Sean Sullivan, Community Development

---

### **Title:**

Consider Programs to Assist Restaurants and Retailers Impacted by COVID-19

### **Purpose/Background:**

The purpose of this case is to identify potential tools to assist local businesses during the current COVID-19 Pandemic. Nothing in this case should be interpreted as the City formally considering any programs. This case is simply to identify tools the EDA and City Council may want to consider. Based on discussion, Staff will explore additional details on desired programs.

The City has established a Resource Webpage focused on the business community available online at <https://www.cityoframsey.com/752/COVID-19-Business-Resources>.

Please note that there are two levels of response that have been established during this time.

- Enhanced Social Distancing (Original Order)
- Stay at Home (Current Order)

On March 17, 2020, Governor Walz issued Executive Order 20-04 that essentially created Enhanced Social Distancing. While this did not direct Minnesotans to stay home and establish essential vs. non-essential businesses, this closed restaurants to dine-in service amongst other social distancing provisions. Restaurants are able to continue delivery and pick up.

Subsequently, Governor Walz issued Executive Order 20-20 that established a Stay at Home Order until April 10 as well as an extended Social Distancing Order until May 4. These dates are subject to extension depending on the current COVID-19 forecasts.

To backstop the economic impacts of social distancing, stay at home orders and business closures, the State of Minnesota and Federal Government have established multiple programs aimed at assisting employers and employees impacted by the current pandemic. However, not all businesses are covered by these various programs or able to access these funds. The restrictions of this order are in place until April 10, but it is very possible that it could be extended to April 30, 2020.

Businesses Impacted by Enhanced Social Distancing Orders (highlighted sections have local Ramsey Business impacts):

1. **Restaurants**, food courts, **cafes, coffeehouses, and other places of public accommodation offering food or beverage for on-premises consumption**, excluding institutional or in-house food cafeterias that serve residents, employees, and clients of businesses, child care facilities, hospitals, and long-term care facilities.
2. **Bars, taverns**, brew pubs, breweries, microbreweries, distilleries, **wineries, tasting rooms, clubs, and other places of public accommodation offering alcoholic beverages for on-premises consumption**.
3. Hookah bars, cigar bars, and **vaping lounges** offering their products for on-premises consumption.
4. Theaters, cinemas, indoor and outdoor performance venues, and museums.
5. **Gymnasiums, fitness centers, recreation centers, indoor sports facilities, indoor exercise facilities, exercise studios, and spas**.
6. Amusement parks, arcades, bingo halls, **bowling alleys**, indoor climbing facilities, skating rinks, trampoline parks, and **other similar recreational or entertainment facilities**.
7. **Country clubs, golf clubs**, boating or yacht clubs, **sports or athletic clubs**, and dining clubs.

The current Stay at Home Order has had a much broader impact, especially pertaining to general retail. For more information on the Stay at Home Order, please visit [mn.gov/stayathomemn](http://mn.gov/stayathomemn).

Restaurants, retail, sports and service have been impacted the most and longest. The purpose of this case is to determine what, if any, action(s) the EDA or City of Ramsey can take to help Ramsey Businesses succeed during these difficult times. Providing helpful assistance to these hardest hit businesses identified above is the focus of this case. Staff is requesting that the EDA direct Staff on where to go with this discussion, and Staff will bring back a case at a future meeting mapping out how to get there.

**Notification:**

Notification is not required.

**Observations/Alternatives:**

**What is happening now:**

The State and Federal Governments have put out resources designed to assist businesses and workers. The City has created a page on its website highlighting some of these programs and linking to all of them. Staff has been assisting Ramsey businesses and directing them to the resources they need.

Staff has been contacted by tenants of City owned property regarding the ability to defer or make partial rent payments for a period of time. This is also happening in the private sector and some businesses are offering deferrals or payment arrangements for a periods of time (60-120 days).

Area cities have relaxed signage requirements (duration) to allow for businesses to market new hours types, and levels of service to their customers. In addition, fees are being waived for the sign permits during this time. The City of Ramsey has already implemented this change.

Other cities are have, or are considering the reduction/waiver of late fees, business license fees, liquor licenses, and other items that could temporarily help businesses get through this tough time. The City of Minneapolis has several good examples, as outlined in an attachment to this case.

The State of Minnesota has temporarily allowed cities to relax their Revolving Loan Fund (RLF) policies to allow for use with retail businesses until June 30, 2020. Ramsey's RLF program is geared to industrial type businesses as the money was seed through Minnesota Investment Fund (MIF). At this time, Staff has concerns about using these dollars. Based on current inquiries to the City, Staff feels that there are other programs available. This fund currently has an available balance of \$345,000. This program could be drawn down to a zero-balance in a short timeframe. Staff will continue to monitor and adjust recommendations.

Staff has already developed a marketing piece highlighting Ramsey Restaurants and other food services businesses currently open for pick up or delivery and can be found on the City's website. This is a working document and additions could be made as more information is provided or consider businesses with food as a secondary use such as gas stations and grocery stores.

**Things to that the City could consider:**

1. Continue waiver or reduction of Sign Permits Fees (currently being done)
2. Continue flexibility in Temporary Sign Regulations (currently being done)
3. Waiver or reduction of Business License Fees
4. Waiver, reduction or deferral of lease payments for City-Owned Property Management
5. Loans or grants to retailers or restaurants to assist with lease payments
6. \$100-\$500 grants to businesses to assist in advertising (internet, print, signage)
7. Free advertising in next Ramsey Resident and/or restaurant-focused insert
8. Purchase of Gift Cards from Retailers and Restaurants for use at City Events or other City use.
9. Revolving Loan Fund (RLF) Loans and/or Grants to retailers and restaurants for general use

10. Forgivable Loans, Low Interest Loans, 0% Interest Loans for general use

**Funding Source:**

Staff has identified the following potential funding sources.

- EDA Fund
- Anoka County Housing and Redevelopment Authority (ACHRA)
- Ramsey Revolving Loan Fund (RLF)

**Recommendation:**

Based on discussion.

**Action:**

Based on discussion.

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**Attachments**

[Executive Order 20-04](#)

[Executive Order 20-15](#)

[Executive Order 20-20](#)

[Ramsey Restaurant Guide](#)

[Business License Fee Schedule](#)

[Minneapolis Example of Assistance](#)

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**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Kurt Ulrich  
Form Started By: Sean Sullivan  
Final Approval Date: 04/03/2020

**Reviewed By**

Sean Sullivan  
Sean Sullivan  
Sean Sullivan  
Tim Gladhill  
Sean Sullivan  
Tim Gladhill  
Kurt Ulrich

**Date**

04/02/2020 10:23 AM  
04/02/2020 01:19 PM  
04/02/2020 02:50 PM  
04/03/2020 11:43 AM  
04/03/2020 11:56 AM  
04/03/2020 11:58 AM  
04/03/2020 12:36 PM  
Started On: 03/27/2020 03:13 PM

# STATE OF MINNESOTA

Executive Department



## Governor Tim Walz

### Emergency Executive Order 20-04

#### **Providing for Temporary Closure of Bars, Restaurants, and Other Places of Public Accommodation**

**I, Tim Walz, Governor of the State of Minnesota**, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic presents an unprecedented challenge to our State. Minnesota has taken proactive steps to ensure that we are ahead of the curve on COVID-19 prevention and response. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency because this pandemic, an act of nature, threatens the lives of Minnesotans, and local resources are inadequate to address the threat.

Confirmed cases of COVID-19 in Minnesota are rapidly increasing. On March 15, 2020, Minnesota detected the first confirmed cases caused by “community spread”—infections not epidemiologically linked to overseas travel. This development requires Minnesota to take additional proactive measures, including enhanced community mitigation, to slow the spread of this pandemic. Slowing the spread of COVID-19 is critical to ensuring that our healthcare facilities remain able to accommodate those who require intensive medical intervention.

In this time of uncertainty and peacetime emergency, Minnesotans must continue to maintain their essential activities. I encourage supermarkets, pharmacies, and other establishments providing essential retail goods and services to remain open, subject to best practices, including social distancing, established by the Centers for Disease Control and Prevention and the Minnesota Department of Health. That said, certain other public accommodations in which Minnesotans congregate pose a threat to the public health by providing environments for the spread of COVID-19.

Pursuant to Minnesota Statutes 2019, section 12.21, subdivision 3(1), the Governor may “make, amend, and rescind the necessary orders and rules to carry out the provisions” of Minnesota Statutes, Chapter 12. When approved by the Executive Council and filed in the Office of the Secretary of State, such orders and rules have the force and effect of law during the peacetime emergency. Any inconsistent rules or ordinances of any agency or political subdivision of the state are suspended during the pendency of the emergency. Any person who willfully violates

such an order or rule is guilty of a misdemeanor and upon conviction must be punished by a fine not to exceed \$1,000 or by imprisonment for not more than 90 days.

For these reasons, I order as follows:

1. Beginning no later than March 17, 2020 at 5:00 pm, and continuing until March 27, 2020 at 5:00 pm, the following places of public accommodation are closed to ingress, egress, use, and occupancy by members of the public:
  - a. Restaurants, food courts, cafes, coffeehouses, and other places of public accommodation offering food or beverage for on-premises consumption, excluding institutional or in-house food cafeterias that serve residents, employees, and clients of businesses, child care facilities, hospitals, and long-term care facilities.
  - b. Bars, taverns, brew pubs, breweries, microbreweries, distilleries, wineries, tasting rooms, clubs, and other places of public accommodation offering alcoholic beverages for on-premises consumption.
  - c. Hookah bars, cigar bars, and vaping lounges offering their products for on-premises consumption.
  - d. Theaters, cinemas, indoor and outdoor performance venues, and museums.
  - e. Gymnasiums, fitness centers, recreation centers, indoor sports facilities, indoor exercise facilities, exercise studios, and spas.
  - f. Amusement parks, arcades, bingo halls, bowling alleys, indoor climbing facilities, skating rinks, trampoline parks, and other similar recreational or entertainment facilities.
  - g. Country clubs, golf clubs, boating or yacht clubs, sports or athletic clubs, and dining clubs.
2. Places of public accommodation subject to this Executive Order are encouraged to offer food and beverage using delivery service, window service, walk-up service, drive-through service, or drive-up service, and to use precautions in doing so to mitigate the potential transmission of COVID-19, including social distancing. In offering food or beverage, a place of public accommodation subject to this section may permit up to five members of the public at one time in the place of public accommodation for the purpose of picking up their food or beverage orders, so long as those individuals are at least six feet apart from one another while on premises.
3. This Executive Order does not prohibit an employee, contractor, vendor, or supplier of a place of public accommodation from entering, exiting, using, or occupying that place of public accommodation in their professional capacity.

4. The restrictions imposed by this Executive Order do not apply to any of the following:
  - a. Places of public accommodation that offer food and beverage not for on-premises consumption, including grocery stores, markets, convenience stores, pharmacies, drug stores, and food pantries, other than those portions of the place of public accommodation subject to the requirements of section 1;
  - b. Health care facilities, child care facilities, residential care facilities, congregate care facilities, and juvenile justice facilities;
  - c. Crisis shelters, soup kitchens, or similar institutions; and
  - d. Restaurants and food courts inside the secured zones of airports.
5. For purposes of this Executive Order, “place of public accommodation” means a business, or an educational, refreshment, entertainment, or recreation facility, or an institution of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.
6. This Executive Order does not alter any of the obligations under law of an employer affected by this Executive Order to its employees or to the employees of another employer.
7. Pursuant to Minnesota Statutes 2019, section 12.45, a person who willfully violates paragraphs 1 of this Executive Order is guilty of a misdemeanor and upon conviction must be punished by a fine not to exceed \$1,000, or by imprisonment for not more than 90 days.
8. Local law enforcement and public health authorities are directed to monitor and enforce this Executive Order in accordance with the law.
9. The prohibitions set forth in paragraph 1 may be extended by a future Executive Order and with approval of the Executive Council.

Pursuant to Minnesota Statutes 2019, section 4.035, subdivision 2, and section 12.32, this Executive Order is effective immediately upon approval by the Executive Council. It remains in effect until the peacetime emergency declared in Executive Order 20-01 is terminated or until it is rescinded by proper authority.

A determination that any provision of this Executive Order is invalid will not affect the enforceability of any other provision of this Executive Order. Rather, the invalid provision will be modified to the extent necessary so that it is enforceable.

Signed on March 16, 2020.



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**Tim Walz**  
Governor

Filed According to Law:



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**Steve Simon**  
Secretary of State

Approved by the Executive Council on March 16, 2020:



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**Alice Roberts-Davis**  
Secretary, Executive Council

Filed on March 16, 2020  
Office of the Minnesota  
Secretary of State,  
Steve Simon

# STATE OF MINNESOTA

Executive Department



## Governor Tim Walz

### Emergency Executive Order 20-15

#### Providing Immediate Relief to Small Businesses During the COVID-19 Peacetime Emergency

**I, Tim Walz, Governor of the State of Minnesota**, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic presents an unprecedented challenge to our State. Minnesota has taken proactive steps to ensure that we are ahead of the curve on COVID-19 prevention and response. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency because this pandemic, an act of nature, threatens the lives of Minnesotans, and local resources are inadequate to address the threat. In Executive Order 20-01, I directed all state agencies to submit proposed orders and rules to protect and preserve public health and safety.

In Minnesota Statutes 2019, section 12.02, the Minnesota Legislature conferred upon the Governor emergency powers “in order to (1) ensure that preparations of this state will be adequate to deal with disasters, (2) generally protect the public peace, health, and safety, and (3) preserve the lives and property of the people of the state.” Pursuant to Minnesota Statutes 2019, section 12.21, subdivision 1, the Governor has general authority to control the state’s emergency management as well as carry out the provisions of Minnesota’s Emergency Management Act. Pursuant to subdivision 3 of that same section, the Governor may “make, amend, and rescind the necessary orders and rules to carry out the provisions” of Minnesota Statutes 2019, Chapter 12. When approved by the Executive Council and filed in the Office of the Secretary of State, such orders and rules have the force and effect of law during the pendency of a peacetime emergency. Any inconsistent rules or ordinances of any agency or political subdivision of the state are suspended during the pendency of the emergency.

Small businesses are vital economic engines in Minnesota. But certain public accommodations, especially small businesses, where Minnesotans congregate pose a threat to the public health by providing environments for the spread of COVID-19. On March 15, 2020, Minnesota detected the first confirmed cases caused by “community spread”—infections not epidemiologically linked to overseas travel. This development required Minnesota to take additional proactive measures. As such, thousands of small businesses were closed directly or indirectly by Executive Orders 20-04 and 20-08, which were issued as proactive measures to slow the spread of the

COVID-19 pandemic. Small businesses rely on their business for personal income. Loans for small businesses, especially during an emergency, provide access to basic necessities, safeguard the health of their owners, their families, and other Minnesotans, and provide vital economic support to help overcome temporary revenue losses. Currently, resources are available for such a program, but law and regulations prevent the Department of Employment and Economic Development (“DEED”) from providing immediate relief to small businesses during the COVID-19 pandemic.

For these reasons, I order as follows:

1. Effective immediately, I direct DEED to develop a forgivable loan program to award grants to nonprofit corporations to fund forgivable loans to small businesses (the “Small Business Emergency Loan Program”), regardless of such business’s organizational form (*i.e.*, independent contractor, sole proprietorship, limited liability company, etc.).
2. Under the Small Business Emergency Loan Program, nonprofit corporation lenders participating in the loan program under Minnesota Statutes 2019, Chapter 116M will be allowed to make zero percent interest loans during the period of emergency.
3. Any business will be able to receive a loan through the Small Business Emergency Loan Program at the discretion of the DEED Commissioner. The business must demonstrate to the lender that it was directly and adversely affected by the COVID-19 peacetime emergency Executive Orders 20-04 and 20-08. Under the Small Business Emergency Loan Program, small businesses are required to have claimed all applicable private insurance and utilized all other sources of applicable assistance available from other private and public sources.
  - a. The minimum loan is \$2,500 and the maximum is \$35,000.
  - b. No matching contribution is required.
  - c. A nonprofit corporation that receives funds under the Small Business Emergency Loan Program may not use such funds to provide a loan to a related business.
  - d. The loan must not be used to refinance debt that existed at the time of the COVID-19 peacetime emergency declaration.
  - e. If additional financing is received from other sources, the Small Business Emergency Loan Program funds will be repaid to DEED in an expeditious manner.
  - f. Loan applications received during the COVID-19 peacetime emergency declaration will be eligible to be approved under these conditions.

4. On the placing of a loan under the Small Business Emergency Loan Program, money equal to ten percent of the loan must be paid to the lender for the purpose of financing administrative costs.
5. Up to 50 percent of a loan may be forgiven if the DEED Commissioner approves and the business remains operating in the community at substantially the same levels for two years following loan disbursement.
6. The DEED Commissioner is further authorized to accept applications from additional nonprofit corporation lenders to administer loans in the Small Business Emergency Loan Program.
7. The DEED Commissioner is also authorized to make loans to eligible businesses under the Small Business Emergency Loan Program if demand exceeds capacity of approved lenders.
8. Lenders participating in the Small Business Emergency Loan Program must provide quarterly reports of small business emergency loans to the DEED Commissioner that includes a description of businesses supported by the program, an accounting of the loans made during the quarter, the source and amount of money collected and distributed by the program, the program's assets and liabilities, and an explanation of administrative expenses.
9. Notwithstanding Minnesota Statutes 2019, sections 116J.423 and 116J.8731, to ensure that adequate funds are available to make loans, I direct the DEED Commissioner to transfer up to a total of \$30 million from the special accounts of the 21st Century Fund and Minnesota Investment Fund to meet business demand under the Small Business Emergency Loan Program.
10. Effective immediately, in an effort to make more resources available to businesses impacted by the COVID-19 peacetime emergency, any local unit of government or lending partner that has revolving loan funds that were provided by the State Minnesota Investment Fund program appropriations or Minnesota Investment Fund Disaster program appropriations, may over the next 90 days issue loans to retail and service providers.
11. Because strict compliance with Minnesota Statutes 2019, Chapters 16A, 16C, and associated rules and policies will limit DEED's ability to move swiftly in deploying resources, DEED is hereby permitted to avoid strict compliance with Minnesota Statutes 2019, Chapters 16A and 16C.
12. Because strict compliance with Minnesota Statutes 2019, sections 116J.423 and 116J.8731, will prevent, hinder, or delay necessary action under this Executive Order, those provisions, and any other provisions in Minnesota Statutes or Rules that are inconsistent with this Executive Order, are waived and suspended during the peacetime emergency declared in Executive Order 20-01.

Pursuant to Minnesota Statutes 2019, section 4.035, subdivision 2, and section 12.32, this Executive Order is effective immediately upon approval by the Executive Council. It remains in effect until the peacetime emergency declared in Executive Order 20-01 is terminated or until it is rescinded by proper authority.

A determination that any provision of this Executive Order is invalid will not affect the enforceability of any other provision of this Executive Order. Rather, the invalid provision will be modified to the extent necessary so that it is enforceable.

Signed on March 23, 2020.



**Tim Walz**  
Governor

Filed According to Law:



**Steve Simon**  
Secretary of State

Approved by the Executive Council on March 23, 2020:



**Alice Roberts-Davis**  
Secretary, Executive Council

Filed March 23, 2020  
Office of the Minnesota  
Secretary of State,  
Steve Simon

# STATE OF MINNESOTA

Executive Department



## Governor Tim Walz

### Emergency Executive Order 20-20

#### Directing Minnesotans to Stay at Home

**I, Tim Walz, Governor of the State of Minnesota**, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic presents an unprecedented challenge to our State. On March 11, 2020, the World Health Organization (“WHO”) characterized the COVID-19 outbreak as a pandemic. Despite efforts to contain COVID-19, the WHO and the Centers for Disease Control (“CDC”) indicate that it is expected to spread. Confirmed cases of COVID-19 in Minnesota are rapidly increasing. On March 15, 2020, Minnesota detected the first confirmed cases caused by “community spread”—infections not epidemiologically linked to overseas travel. By March 17, 2020, all fifty states had reported a confirmed case of COVID-19. By March 20, 2020, the CDC had confirmed more than 15,000 COVID-19 cases in the United States. And on March 21, 2020, the Minnesota Department of Health (“MDH”) announced the first confirmed fatality due to COVID-19 in Minnesota.

Community spread of COVID-19 in Minnesota and nationwide is increasing. As of March 24, 2020, Minnesota had 287 confirmed COVID-19 cases, with 35 hospitalizations. It is further expected that increased testing capacity would demonstrate that COVID-19 is circulating in communities across Minnesota that currently have not identified a confirmed case.

Minnesota has already taken proactive steps to ensure that we are ahead of the curve on COVID-19 prevention and response. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency because this pandemic, an act of nature, threatens the lives of Minnesotans, and local resources are inadequate to address the threat. On March 15, 2020, I issued Executive Order 20-02 ordering the temporary closure of public schools. On March 16, 2020, I issued Executive Order 20-04 ordering the closure of bars, restaurants, and other places of public accommodation.

Recent developments, including the presence of community spread in Minnesota, the rapid increase in COVID-19 cases both globally and in Minnesota, and the first COVID-19 related death in our state, require Minnesota to take additional proactive measures to slow the spread of this pandemic. Slowing the community spread of COVID-19 is critical to ensuring that our

healthcare facilities remain able to accommodate those who require intensive medical intervention.

This Executive Order is consistent with a growing nationwide effort to contain the spread of COVID-19. On March 16, 2020, President Donald Trump issued guidelines to limit gatherings of more than 10 people. As of March 24, 2020, twenty-four states representing almost 200 million Americans have issued orders or public health directives closing non-essential businesses or limiting residents from participating in non-essential activities. Limiting activities to only those which are most essential and practicing social distancing at all times are vital tools required to mitigate the community spread of COVID-19 in Minnesota and nationwide.

On March 23, 2020, the U.S. Department of Homeland Security issued Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response (“CISA Guidance”—attached to, and incorporated into, this Executive Order). The CISA Guidance identifies workers who conduct a range of operations and services that are essential to continued critical infrastructure viability. This federal guidance provides a baseline for Minnesota’s efforts to ensure critical infrastructure and services are maintained while slowing the spread of COVID-19.

In Minnesota Statutes 2019, section 12.02, the Minnesota Legislature conferred upon the Governor emergency powers “in order to (1) ensure that preparations of this state will be adequate to deal with disasters, (2) generally protect the public peace, health, and safety, and (3) preserve the lives and property of the people of the state.” Pursuant to Minnesota Statutes 2019, section 12.21, subdivision 1, the Governor has general authority to control the state’s emergency management as well as carry out the provisions of Minnesota’s Emergency Management Act.

Minnesota Statutes 2019, section 12.21, subdivision 3(7), authorizes the Governor to cooperate with federal and state agencies in “matters pertaining to the emergency management of the state and nation . . .” including “the direction or control of . . . the conduct of persons in the state, including entrance or exit from any stricken or threatened public place, occupancy of facilities, and . . . public meetings or gatherings . . .” Pursuant to subdivision 3 of that same section, the Governor may “make, amend, and rescind the necessary orders and rules to carry out the provisions” of Minnesota Statutes 2019, Chapter 12. When approved by the Executive Council and filed in the Office of the Secretary of State, such orders and rules have the force and effect of law during the peacetime emergency. Any inconsistent rules or ordinances of any agency or political subdivision of the state are suspended during the pendency of the emergency. Any person who willfully violates such an order or rule is guilty of a misdemeanor and upon conviction must be punished by a fine not to exceed \$1,000 or by imprisonment for not more than 90 days.

For these reasons, I order as follows:

1. Beginning on Friday, March 27, 2020 at 11:59 pm through Friday, April 10, 2020 at 5:00 pm, all persons currently living within the State of Minnesota are ordered to stay at home or in their place of residence except to engage in the Activities and Critical Sector work set forth below in Paragraphs 5 and 6.

2. For purposes of this Executive Order, homes or residences include hotels, motels, shared rental units, shelters, and similar facilities, to the extent they are used for lodging.
3. This Executive Order does not restrict virtual work or telework (*i.e.* work from home), and Minnesotans working in any field are encouraged to work from their home or residence as much as possible.
4. **Definitions.** As used in this Executive Order, “workers” and “personnel” are broadly defined to include employees, contractors, vendors, and volunteers. As used in this Executive Order, “Critical Sectors” is defined to include the categories found in the CISA Guidance and the additional categories listed below.
5. **Exemptions – Activities.** Minnesotans may leave their homes or residences to engage in the following activities, provided that all persons follow the guidelines set forth and maintained by the Minnesota Department of Health (“MDH Guidelines”), including but not limited to social distancing, to the maximum extent possible. This list of Activities may be clarified, as deemed necessary by the Governor, to ensure the health, safety, and security of all Minnesotans. Clarifications will be available for public review at: <https://www.health.state.mn.us/diseases/coronavirus/>
  - a. **Relocation to ensure safety.** Individuals whose homes or residences are unsafe or become unsafe, including individuals who have suffered or are at risk of domestic violence or for whom the safety, sanitation or essential operations of the home or residence cannot be maintained, are allowed and urged to leave their home or residence and relocate to a safe alternative home or residence.
  - b. **Health and safety activities.** Individuals may seek emergency services, obtain medical services, supplies, and medications, and visit a health care or dental professional or facility, or a veterinarian. Individuals may also donate blood.
  - c. **Outdoor activities.** Individuals may engage in outdoor activities (*e.g.*, walking, hiking, running, biking, driving for pleasure, hunting, or fishing), and may go to available public parks and other public recreation lands, consistent with remaining at least six feet apart from individuals from other households. This does not exempt public accommodations that may feature outdoor activities from closure under Executive Order 20-04 and does not permit trespass upon private property.
  - d. **Necessary supplies and services.** Individuals may obtain food, including delivery or carry-out services, beverages (alcoholic and non-alcoholic), and other grocery items, gasoline, supplies needed to work from home, and products needed to maintain the safety, sanitation, and essential operation of homes and residences, businesses, and personally owned vehicles, including

automobiles and bicycles. Individuals may also visit and use the services of laundromats and dry cleaners.

- e. **Essential intrastate and interstate travel.** Individuals may travel to exempted activities and may travel to return to a home or place of residence. Individuals may also travel into and out of Minnesota.
- f. **Care of others.** Individuals may care for a family member, friend, or pet in another household, and may transport family members, friends, or pets as allowed by this Executive Order, including the transport of children pursuant to existing parenting time schedules or other visitation schedules pertaining to a child in need of protective services (“CHIPS”) proceeding.
- g. **Displacement.** Individuals without a home are exempt from the restrictions in this Executive Order, and they may move between emergency shelters, drop-in centers, and encampments. Encampments should not be subject to sweeps or disbandment by state or local governments, as such sweeps or disbandment increase the potential risk and spread of COVID-19.
- h. **Tribal Activities & Lands.**
  - i. Activities by tribal members within the boundaries of their tribal reservations are exempt from the restrictions in this Executive Order but may be subject to restrictions by tribal authorities.
  - ii. Activities within the boundaries of federal land held in trust for one of the 11 Minnesota Tribal Nations are exempt from the restrictions in this Executive Order but may be subject to restrictions by tribal authorities.
  - iii. Activities by tribal members to exercise their federal treaty rights within the boundaries of their treaty territory (also known as “ceded territory”) are exempt from the restrictions in this Executive Order but may be subject to restrictions by applicable tribal authorities.
  - iv. Tribal members may travel to and from their tribal reservations in accordance with applicable tribal law.

6. **Exemptions – Critical Sectors. All workers who can work from home must do so.** Workers in the following Critical Sectors, who are performing work that cannot be done at their home or residence through telework or virtual work and can be done only at a place of work outside of their home or residence, are exempted from the prohibition in paragraph 1 as set forth below. **These critical services exemptions apply only to travel to and from an individual’s home or residence and place of work and an individual’s performance of work duties that cannot be done at their homes or residence. Travel may include transportation to and from child care or school settings as necessary to ensure the safe care of children.** This list of Critical Sectors may be clarified, as deemed necessary by the Governor, to ensure the

health, safety, and security of all Minnesotans. Clarifications will be available for public review at: <http://mn.gov/deed/critical/>

- a. **Healthcare and public health.** This category is limited to:
  - i. Healthcare and public health workers listed in the CISA Guidance.
  - ii. Providers of, and workers supporting, reproductive health care, childbirth services, mental health care, and substance use treatment.
  - iii. Workers supporting manufacturers, technicians, logistics and warehouse operators, and distributors of personal care, hygiene, and healthcare products.
  - iv. Workers providing home care and human services workers from government or non-profit providers who are delivering food, prescriptions, case management services, mental health and substance abuse therapy, or who are otherwise caring for a client.
  - v. Workers providing or supporting home-based care for adults, seniors, and children, including but not limited to people who are blind, deaf, deafblind, or hard of hearing and people with disabilities, including physical disabilities, developmental disabilities, intellectual disabilities, substance use disorders, or mental illness. This includes workers who must travel to a person's home to provide care or other in-home services including meal delivery and one-on-one interpreting services for people who are blind, deaf, deafblind, or hard of hearing. This includes personal care attendants, paid employees of government and non-profit providers, or volunteers representing government and non-profit providers.

As applicable, such healthcare and public health workers are subject to the restrictions on elective surgeries and procedures as set forth in Executive Orders 20-09 and 20-17.

- b. **Law enforcement, public safety, and first responders.** This category is limited to law enforcement and public safety workers and first responders listed in the CISA Guidance, including all corrections personnel, state and county probation officers, and supervision agents, in addition to victims' advocates, animal control officers, humane officers, and all workers who support electronic security and life-safety services.
- c. **Food and agriculture.** This category is limited to food and agriculture workers listed in the CISA Guidance, including agricultural equipment repair services. For clarity, and for the purposes of this Executive Order, references to "beverages" include alcoholic beverages. The restrictions on restaurants, bars, and other places of public accommodation adopted in Executive Orders 20-04 and 20-18 remain in effect.

- d. **Energy.** This category is limited to energy workers listed in the CISA Guidance.
- e. **Water and wastewater.** This category is limited to water and wastewater workers listed in the CISA Guidance, including State Parks workers who maintain water and wastewater infrastructure, in addition to workers who perform work related to residential wells and septic tanks, and workers who supply bottled water or home filtration systems in areas where that is a health necessity.
- f. **Transportation and logistics.** This category is limited to the transportation and logistics workers listed in the CISA Guidance, in addition to:
  - i. State, county, and local government agencies and agency workers, as well as private sector workers, who support or enable transportation functions, including engineers, dispatchers, maintenance and repair technicians (including workers at maintenance and repair shops), warehouse workers, truck stop and rest area workers, and workers that maintain and inspect infrastructure (including those that require cross-border travel).
  - ii. Workers engaged in roadway construction, maintenance, and utility projects.
  - iii. Public transit workers.
  - iv. Bicycle shops and distribution facilities.
  - v. Automobile sales that are necessary to allow for essential travel, when conducted by appointment, and only when CDC and MDH guidelines, including social distancing, can be met.
- g. **Public Works.** This category is limited to public works workers listed in the CISA Guidance, in addition to construction material suppliers and workers providing services necessary to maintain construction material sources.
- h. **Communications and information technology.** This category is limited to communications and information technology workers listed in the CISA Guidance, in addition to all workers who support news services of all kinds, including newspapers, radio, television, and other forms of news media.
- i. **Other community-based government operations and essential functions.** This category is limited to the other community-based and government essential functions listed in the CISA Guidance, in addition to workers who support the following functions and services:
  - i. Election support services and election administration workers

- ii. Housing, shelter, and homelessness-prevention staff of state and local agencies and organizations responsible for ensuring safe and stable housing, including workers from state and local agencies and organizations with responsibility for ensuring safe and stable housing; shelter outreach or drop-in center programs; financing affordable housing; and administering rent subsidies, homeless interventions, operating supports, and similar supports. This includes workers necessary to provide repairs, maintenance, and operations support to residential dwellings.
- iii. Workers performing all other governmental functions which are necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government, and to continue priority services as determined by a political subdivision of the State. All political subdivisions of the State will determine the minimum personnel necessary to maintain these governmental operations.
- iv. Workers supporting building code enforcement necessary to maintain public safety and health of essential infrastructure and any construction as required in response to the COVID-19 peacetime emergency including but not limited to construction of health care facilities and essential businesses and services, or construction as required for emergency repairs and safety purposes.
- j. **Critical manufacturing.** This category is limited to critical manufacturing workers listed in the CISA Guidance. This category includes iron ore mining and processing operations and supplier/vendor industries essential to such mining and processing operations.
- k. **Hazardous materials.** This category is limited to hazardous materials workers listed in the CISA Guidance.
- l. **Financial services.** This category includes workers at banks, credit unions, insurance companies, insurance agencies, and other financial services workers identified in the CISA Guidance.
- m. **Chemical.** This category is limited to chemical workers listed in the CISA Guidance.
- n. **Defense industrial base.** This category is limited to defense industrial base workers listed in the CISA Guidance.
- o. **Tribal Governments.** Tribal officers and workers deemed essential by the relevant Tribal government, regardless of residence.

- p. **The Judicial Branch.** This category is limited to judicial officers and personnel deemed essential by the Chief Justice to ensure the continued operations of Minnesota's court system.
- q. **The Executive Branch.** This category is limited to personnel deemed necessary to continue priority services of executive branch agencies, offices, departments, divisions, boards, bureaus, councils, committees, institutions, authorities, and commissions, as well as, the Minnesota State Colleges and Universities system, Minnesota State Retirement System, Public Employees Retirement Association, and Teacher's Retirement Association, as determined by the Commissioner of Management and Budget in consultation with those agencies and entities.
- r. **Executive Constitutional Offices.** This category is limited to Constitutional Officers and personnel deemed essential by the applicable Constitutional Officer to ensure the continued operations of the Constitutional Office.
- s. **The Legislative Branch.** This category is limited to personnel deemed essential by the presiding officers of each body.
- t. **Federal Employees.** Nothing in this Executive Order will be construed to limit, prohibit, or restrict in any way the operations of the federal government, or the movement of federal officials in Minnesota while acting in their official capacity, including federal judicial, legislative, and executive staff and personnel.
- u. **National Guard.** This category is limited to National Guard members that are on orders, to include state active duty, Title 32, or Title 10 orders and members in an Inactive Duty for Training status. At the discretion of the Adjutant General, this category also includes full-time staff of the Minnesota National Guard or Department of Military Affairs that are necessary for the execution of the National Guard's mission.
- v. **Faith leaders and workers.** This category includes officials, workers, and leaders in houses of worship and other places of religious expression or fellowship, wherever their services may be needed. This category also includes workers necessary to plan, record, and distribute online or broadcast content to community members.
- w. **Education.** Educators and other workers supporting public and private schools, as well as higher education (*e.g.*, colleges and universities). This category includes educators and other workers providing care to children as provided by Executive Order 20-19. Executive Order 20-02 remains in effect.
- x. **Construction and critical trades.** This category includes workers in the skilled trades such as electricians, plumbers, HVAC and elevator technicians, and other related construction of all kind. This category also includes exterminators, cleaning and janitorial staff for commercial and governmental

properties, moving and relocation services, security staff, operating engineers, and all other service providers who provide services that are necessary to maintain the safety, sanitation, and essential operation of homes and residences and the Critical Sectors listed in this Executive Order.

- y. **Child care providers.** This category includes workers in child care centers, family child care, schools, and other facilities. Such providers are encouraged to remain open to provide child care services for workers in the Critical Sectors listed in this Executive Order as possible and insofar as public health guidance can be followed. This category also applies to individuals providing child care for Critical Sector workers in a personal home, such as family, friend, and neighbor care required for Critical Sector workers to continue to perform their duties.
- z. **Hotels, residential facilities and shelters.** This category includes workers supporting hotels and motels, facilities and shelters for adults, seniors, and children, including victims of domestic violence, people with developmental disabilities, intellectual disabilities, substance abuse disorders, or mental illness. Such facilities and shelters include halfway houses and residential treatment programs. This category also includes workers needed to keep apartment complex buildings and other congregate residences or homes operational and sanitary.
- aa. **Shelters for displaced individuals.** This category is limited to workers supporting emergency shelters, drop-in centers, and encampments, as well as outreach workers. Governmental and other entities are strongly urged to make 24-hour shelter available as soon as possible, to the maximum extent practicable, and in compliance with CDC guidance.
- bb. **Charitable and social services organizations.** This category is limited to workers supporting organizations that are engaged in hunger relief work, and those that provide food, shelter, prescription delivery, mental health and substance abuse treatments, and other social services, as well as other necessities of life for individuals in need of such services, older adults who live alone, people with disabilities, and those who need assistance as a result of this emergency.
- cc. **Legal services.** This category is limited to workers who are necessary to provide essential legal services. Essential legal services include:
  - i. Advice and representation needed to aid the delivery of all critical government services.
  - ii. Advice and representation required to ensure the immediate and critical health, safety, and liberties of Minnesotans, including but not limited to, end-of-life planning, immigration, essential services to elders and persons with disabilities, child supports, child-protection

and domestic abuse matters, protection of personal financial resources necessary to meet basic needs, prosecution or defense in ongoing criminal matters, or all matters in which individuals are held in custody pending a legal proceeding, and proceedings held in the district or appellate courts during the effective period of this order.

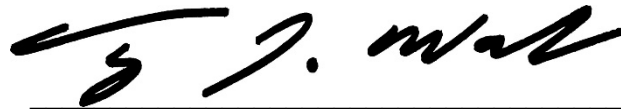
- iii. Advice and representation related to the continuation of the Critical Sectors identified in this Executive Order, including ensuring compliance with this Executive Order, previous Executive Orders, and all applicable laws, rules, and regulations applying to Critical Sectors.
  - iv. Supporting housing and shelter-related efforts, including loan applications, loan processing, seeking temporary relief from residential and commercial loan or lease provisions, retention of gas, electric, or water utility services, and seeking temporary relief from residential evictions or foreclosures, or other actions intended to keep people in their homes.
- dd. **Notaries.** This category is limited to notaries performing services that cannot be deferred and which cannot be accomplished via remote services under Minnesota Statutes 2019, section 358.645.
- ee. **Critical Labor Union Functions.** This category includes labor union essential activities, including the administration of health and welfare funds, and monitoring the wellbeing and safety of members providing services in the Critical Sectors.
- ff. **Laundry services.** This category is limited to workers who support laundromats, dry cleaners, industrial laundry services, and laundry service providers for other Critical Sectors.
- gg. **Animal shelters and veterinarians.** This category is limited to veterinarians and workers at animal care facilities or Department of Natural Resources workers who provide food, shelter, veterinary services, and other necessities of life for animals. Workers in this category are subject to the restrictions on elective surgeries and procedures as set forth in Executive Orders 20-09 and 20-17.
- hh. **Real Estate Transactions.** This category is limited to workers who facilitate and finance real estate transactions and real estate services, including appraisers and title services.
- ii. **Essential Supply Stores.** This category is limited to workers at businesses that sell products, tools, materials, or supplies necessary for: (1) the above Critical Sectors to continue their essential operations, (2) for workers to work from home, or (3) for the maintenance of the safety, sanitation, and essential operation of homes or residences.

7. Allowed activities and work performed in the above Critical Sectors should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.
8. Except as necessary to seek medical care and obtain other necessities of life, people at high risk of severe illness from COVID-19 (*e.g.*, elderly people and those with underlying health conditions) are strongly urged to stay in their home or residence, even when the terms of this Executive Order would allow them to do leave their home or residence.
9. I urge all Minnesotans to voluntarily comply with this Executive Order. Pursuant to Minnesota Statutes 2019, section 12.45, a person who willfully violates this Executive Order is guilty of a misdemeanor and upon conviction must be punished by a fine not to exceed \$1,000 or by imprisonment for not more than 90 days. Nothing in this Executive Order is intended to encourage or allow law enforcement to transgress individual constitutional rights.
10. I direct the cabinet agencies to coordinate expeditiously in developing relevant guidance related to this Executive Order and to provide that guidance to the public.
11. I direct all state agencies to continue to coordinate expeditiously in developing plans to mitigate the economic effects of closures and restrictions necessitated by this peacetime emergency, including potential financial support, regulatory relief, and other executive actions.
12. This Executive Order may be extended by a future Executive Order, with the approval of the Executive Council.

Pursuant to Minnesota Statutes 2019, section 4.035, subdivision 2, and section 12.32, this Executive Order is effective immediately upon approval by the Executive Council. It remains in effect until the peacetime emergency declared in Executive Order 20-01 is terminated or until it is rescinded by proper authority.

A determination that any provision of this Executive Order is invalid will not affect the enforceability of any other provision of this Executive Order. Rather, the invalid provision will be modified to the extent necessary so that it is enforceable.

Signed on March 25, 2020.

A handwritten signature in black ink, appearing to read "T. J. Walz", written in a cursive style.

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**Tim Walz**  
Governor

Filed According to Law:

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**Steve Simon**  
Secretary of State

Approved by the Executive Council on March 25, 2020:

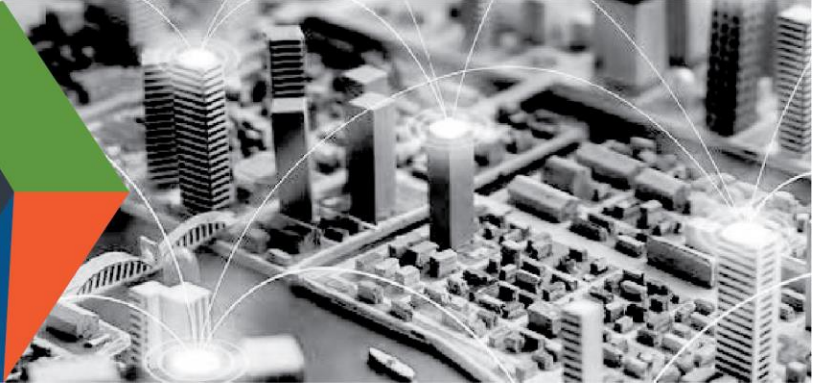
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**Alice Roberts-Davis**  
Secretary, Executive Council



**CISA**  
CYBER+INFRASTRUCTURE

DEFEND TODAY, SECURE TOMORROW



# Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response

Version 1.1 (March 23, 2020)

## THE IMPORTANCE OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations.

This guidance and accompanying list are intended to support State, Local, and industry partners in identifying the critical infrastructure sectors and the essential workers needed to maintain the services and functions Americans depend on daily and that need to be able to operate resiliently during the COVID-19 pandemic response.

This document gives guidance to State, local, tribal, and territorial jurisdictions and the private sector on defining essential critical infrastructure workers. Promoting the ability of such workers to continue to work during periods of community restriction, access management, social distancing, or closure orders/directives is crucial to community resilience and continuity of essential functions.

## CONSIDERATIONS FOR GOVERNMENT AND BUSINESS

This list was developed in consultation with federal agency partners, industry experts, and State and local officials, and is based on several key principles:

1. Response efforts to the COVID-19 pandemic are locally executed, State managed, and federally supported
2. Everyone should follow guidance from the CDC, as well as State and local government officials, regarding strategies to limit disease spread.
3. Workers should be encouraged to work remotely when possible and focus on core business activities. In-person, non-mandatory activities should be delayed until the resumption of normal operations.
4. When continuous remote work is not possible, businesses should enlist strategies to reduce the likelihood of spreading the disease. This includes, but is not necessarily limited to, separating staff by off-setting shift hours or days and/or social distancing. These steps can preserve the workforce and allow operations to continue.

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5. All organizations should implement their business continuity and pandemic plans, or put plans in place if they do not exist. Delaying implementation is not advised and puts at risk the viability of the business and the health and safety of the employees.
6. In the modern economy, reliance on technology and just-in-time supply chains means that certain workers must be able to access certain sites, facilities, and assets to ensure continuity of functions.
7. Government employees, such as emergency managers, and the business community need to establish and maintain lines of communication.
8. When government and businesses engage in discussions about critical infrastructure workers, they need to consider the implications of business operations beyond the jurisdiction where the asset or facility is located. Businesses can have sizeable economic and societal impacts as well as supply chain dependencies that are geographically distributed.
9. Whenever possible, jurisdictions should align access and movement control policies related to critical infrastructure workers to lower the burden of workers crossing jurisdictional boundaries.

## IDENTIFYING ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

The following list of sectors and identified essential critical infrastructure workers are an initial recommended set and are intended to be overly inclusive reflecting the diversity of industries across the United States. CISA will continually solicit and accept feedback on the list (both sectors/sub sectors and identified essential workers) and will evolve the list in response to stakeholder feedback. We will also use our various stakeholder engagement mechanisms to work with partners on how they are using this list and share those lessons learned and best practices broadly. We ask that you share your feedback, both positive and negative on this list so we can provide the most useful guidance to our critical infrastructure partners. Feedback can be sent to [CISA.CAT@CISA.DHS.GOV](mailto:CISA.CAT@CISA.DHS.GOV).



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## HEALTHCARE / PUBLIC HEALTH

- Workers providing COVID-19 testing; Workers that perform critical clinical research needed for COVID-19 response
- Caregivers (e.g., physicians, dentists, psychologists, mid-level practitioners, nurses and assistants, infection control and quality assurance personnel, pharmacists, physical and occupational therapists and assistants, social workers, speech pathologists and diagnostic and therapeutic technicians and technologists)
- Hospital and laboratory personnel (including accounting, administrative, admitting and discharge, engineering, epidemiological, source plasma and blood donation, food service, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians, respiratory therapists, etc.)
- Workers in other medical facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric Residential, Rural Health Clinics and Federally Qualified Health Centers)
- Manufacturers, technicians, logistics and warehouse operators, and distributors of medical equipment, personal protective equipment (PPE), medical gases, pharmaceuticals (including materials used in radioactive drugs), blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissue and paper towel products
- Public health / community health workers, including those who compile, model, analyze and communicate public health information
- Blood and plasma donors and the employees of the organizations that operate and manage related activities
- Workers that manage health plans, billing, and health information, who cannot practically work remotely
- Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information, who cannot practically work remotely
- Workers performing cybersecurity functions at healthcare and public health facilities, who cannot practically work remotely
- Workers conducting research critical to COVID-19 response
- Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions, who cannot practically work remotely
- Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters
- Pharmacy employees necessary for filling prescriptions
- Workers performing mortuary services, including funeral homes, crematoriums, and cemetery workers
- Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident

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## LAW ENFORCEMENT, PUBLIC SAFETY, FIRST RESPONDERS

- Personnel in emergency management, law enforcement, Emergency Management Systems, fire, air medical, and corrections, including front line and management
- Emergency Medical Service Technicians
- 911 call center employees
- Fusion Center employees
- Hazardous material responders from government and the private sector.
- Workers – including contracted vendors – who maintain, manufacture, or supply digital systems infrastructure supporting law enforcement emergency service, and response operations.

## FOOD AND AGRICULTURE

- Workers supporting groceries, pharmacies, convenience stores, and other retail that sells human food, animal/pet food, and beverage products
- Restaurant carry-out and quick serve food operations - Carry-out and delivery food employees
- Food manufacturer employees and their supplier employees—to include those employed in food processing (packers, meat processing, cheese plants, milk plants, produce, etc.) facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging
- Farm workers to include those employed in animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport; farm and fishery labor needed to produce our food supply domestically
- Farm workers and support service workers to include those who field crops; commodity inspection; fuel ethanol facilities; storage facilities; and other agricultural inputs
- Employees and firms supporting food, feed, and beverage distribution, including warehouse workers, vendor-managed inventory controllers and blockchain managers
- Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail
- Company cafeterias - in-plant cafeterias used to feed employees
- Workers in food testing labs in private industries and in institutions of higher education
- Workers essential for assistance programs and government payments
- Employees of companies engaged in the production, storage, transport, and distribution of chemicals, medicines, vaccines, and other substances used by the food and agriculture industry, including pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids
- Animal agriculture workers to include those employed in veterinary health; manufacturing and distribution of animal medical materials, animal vaccines, animal drugs, feed ingredients, feed, and bedding, etc.; transportation of live animals, animal medical materials; transportation of deceased animals for disposal; raising of animals for food; animal production operations; slaughter and packing plants, renderers, and associated regulatory and government workforce
- Workers who support the manufacture and distribution of forest products, including, but not limited to timber, paper, and other wood products
- Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution

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## ENERGY

### Electricity industry:

- Workers who maintain, ensure, or restore, or are involved in the development, transportation, fuel procurement, expansion, or operation of the generation, transmission, and distribution of electric power, including call centers, utility workers, reliability engineers and fleet maintenance technicians
- Workers needed for safe and secure operations at nuclear generation
- Workers at generation, transmission, and electric blackstart facilities
- Workers at Reliability Coordinator (RC), Balancing Authorities (BA), and primary and backup Control Centers (CC), including but not limited to independent system operators, regional transmission organizations, and balancing authorities
- Mutual assistance personnel
- IT and OT technology staff – for EMS (Energy Management Systems) and Supervisory Control and Data Acquisition (SCADA) systems, and utility data centers; Cybersecurity engineers; cybersecurity risk management
- Vegetation management crews and traffic workers who support
- Environmental remediation/monitoring technicians
- Instrumentation, protection, and control technicians

### Petroleum workers:

- Petroleum product storage, pipeline, marine transport, terminals, rail transport, road transport
- Crude oil storage facilities, pipeline, and marine transport
- Petroleum refinery facilities
- Petroleum security operations center employees and workers who support emergency response services
- Petroleum operations control rooms/centers
- Petroleum drilling, extraction, production, processing, refining, terminal operations, transporting, and retail for use as end-use fuels or feedstocks for chemical manufacturing
- Onshore and offshore operations for maintenance and emergency response
- Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them

### Natural and propane gas workers:

- Natural gas transmission and distribution pipelines, including compressor stations
- Underground storage of natural gas
- Natural gas processing plants, and those that deal with natural gas liquids
- Liquefied Natural Gas (LNG) facilities
- Natural gas security operations center, natural gas operations dispatch and control rooms/centers natural gas emergency response and customer emergencies, including natural gas leak calls
- Drilling, production, processing, refining, and transporting natural gas for use as end-use fuels, feedstocks for chemical manufacturing, or use in electricity generation
- Propane gas dispatch and control rooms and emergency response and customer emergencies, including propane leak calls
- Propane gas service maintenance and restoration, including call centers

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- Processing, refining, and transporting natural liquids, including propane gas, for use as end-use fuels or feedstocks for chemical manufacturing
- Propane gas storage, transmission, and distribution centers

## WATER AND WASTEWATER

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

- Operational staff at water authorities
- Operational staff at community water systems
- Operational staff at wastewater treatment facilities
- Workers repairing water and wastewater conveyances and performing required sampling or monitoring
- Operational staff for water distribution and testing
- Operational staff at wastewater collection facilities
- Operational staff and technical support for SCADA Control systems
- Chemical suppliers for wastewater and personnel protection
- Workers that maintain digital systems infrastructure supporting water and wastewater operations

## TRANSPORTATION AND LOGISTICS

- Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, and workers that maintain and inspect infrastructure (including those that require cross-jurisdiction travel)
- Employees of firms providing services that enable logistics operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
- Mass transit workers
- Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
- Maritime transportation workers - port workers, mariners, equipment operators
- Truck drivers who haul hazardous and waste materials to support critical infrastructure, capabilities, functions, and services
- Automotive repair and maintenance facilities
- Manufacturers and distributors (to include service centers and related operations) of packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
- Postal and shipping workers, to include private companies
- Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
- Air transportation employees, including air traffic controllers and maintenance personnel, ramp workers, aviation and aerospace safety, security, and operations personnel and accident investigations
- Workers who support the maintenance and operation of cargo by air transportation, including flight crews, maintenance, airport operations, and other on- and off- airport facilities workers

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## PUBLIC WORKS

- Workers who support the operation, inspection, and maintenance of essential dams, locks and levees
- Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues
- Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences
- Support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications
- Support to ensure the effective removal, storage, and disposal of residential and commercial solid waste and hazardous waste

## COMMUNICATIONS AND INFORMATION TECHNOLOGY

### Communications:

- Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, undersea cable landing stations (including cable marine depots and submarine cable ship operators), Internet Exchange Points, and manufacturers and distributors of communications equipment
- Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering and reporting
- Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and/or technicians to manage the network or operate facilities
- Engineers, technicians and associated personnel responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables
- Installation, maintenance and repair technicians that establish, support or repair service as needed
- Central office personnel to maintain and operate central office, data centers, and other network office facilities
- Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, and troubleshooting
- Dispatchers involved with service repair and restoration

### Information Technology:

- Workers who support command centers, including, but not limited to Network Operations Command Center, Broadcast Operations Control Center and Security Operations Command Center
- Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers, data transfer solutions engineers, software and hardware engineers, and database administrators
- Client service centers, field engineers, and other technicians supporting critical infrastructure, as well as

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manufacturers and supply chain vendors that provide hardware and software, and information technology equipment (to include microelectronics and semiconductors) for critical infrastructure

- Workers responding to cyber incidents involving critical infrastructure, including medical facilities, SLTT governments and federal facilities, energy and utilities, and banks and financial institutions, and other critical infrastructure categories and personnel
- Workers supporting the provision of essential global, national and local infrastructure for computing services (incl. cloud computing services), business infrastructure, web-based services, and critical manufacturing
- Workers supporting communications systems and information technology used by law enforcement, public safety, medical, energy and other critical industries
- Support required for continuity of services, including janitorial/cleaning personnel

## OTHER COMMUNITY-BASED GOVERNMENT OPERATIONS AND ESSENTIAL FUNCTIONS

- Workers to ensure continuity of building functions
- Security staff to maintain building access control and physical security measures
- Elections personnel
- Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
- Trade Officials (FTA negotiators; international data flow administrators)
- Weather forecasters
- Workers that maintain digital systems infrastructure supporting other critical government operations
- Workers at operations centers necessary to maintain other essential functions
- Workers who support necessary credentialing, vetting and licensing operations for transportation workers
- Customs workers who are critical to facilitating trade in support of the national emergency response supply chain
- Educators supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other essential functions, if operating under rules for social distancing
- Hotel Workers where hotels are used for COVID-19 mitigation and containment measures

## CRITICAL MANUFACTURING

- Workers necessary for the manufacturing of materials and products needed for medical supply chains, and for supply chains associated with transportation, energy, communications, food and agriculture, chemical manufacturing, nuclear facilities, the operation of dams, water and wastewater treatment, emergency services, and the defense industrial base. Additionally, workers needed to maintain the continuity of these manufacturing functions and associated supply chains.

## HAZARDOUS MATERIALS

- Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
- Workers who support hazardous materials response and cleanup
- Workers who maintain digital systems infrastructure supporting hazardous materials management operations

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## FINANCIAL SERVICES

- Workers who are needed to process and maintain systems for processing financial transactions and services (e.g., payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities)
- Workers who are needed to provide consumer access to banking and lending services, including ATMs, and to move currency and payments (e.g., armored cash carriers)
- Workers who support financial operations, such as those staffing data and security operations centers

## CHEMICAL

- Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, and paper products.
- Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
- Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, and packaging that prevents the contamination of food, water, medicine, among others essential products
- Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
- Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing

## DEFENSE INDUSTRIAL BASE

- Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military. These individuals, include but are not limited to, aerospace; mechanical and software engineers, manufacturing/production workers; IT support; security staff; security personnel; intelligence support, aircraft and weapon system mechanics and maintainers
- Personnel working for companies, and their subcontractors, who perform under contract to the Department of Defense providing materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities

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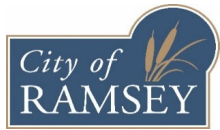
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# Ramsey Local Restaurant List

Offering alternative service options. Online ordering & payment is highly encouraged where available.

Name	Address	Phone #	Take-out	Drive-thru or Curbside	Delivery	Website
\$5 Pizza Ramsey	13939 St Francis Blvd NW Suite 100	763-422-4555				<a href="http://5dollarpizza.com/">http://5dollarpizza.com/</a>
Acapulco Restaurant	7988 Sunwood Drive	763-269-8195				<a href="http://www.acapulcomn.com/">http://www.acapulcomn.com/</a>
Aurelio's Pizza	6415 Highway 10 NW Suite 120	763-323-1049				<a href="https://www.aureliospizza.com/location/ramsey-minnesota/">https://www.aureliospizza.com/location/ramsey-minnesota/</a>
Burger King	7205 Highway 10 NW	763-433-0546				<a href="https://www.bk.com/">https://www.bk.com/</a> or <a href="http://www.3cityfoods.com/">http://www.3cityfoods.com/</a>
Caribou Coffee Co., Inc.	7988 Sunwood Dr NW Suite 500	763-427-7420				<a href="https://www.cariboucoffee.com/">https://www.cariboucoffee.com/</a>
Caribou Coffee Co., Inc.	14050 St Francis Blvd NW Suite A	763-427-8381				<a href="https://www.cariboucoffee.com/">https://www.cariboucoffee.com/</a>
China Dragon	7962 Sunwood Dr NW Suite 800	763-323-9883				<a href="https://www.chinadragonramseymn.com">https://www.chinadragonramseymn.com</a>
Domino's Pizza	6014 167th Ave NW	763-753-3200				<a href="https://www.dominos.com">https://www.dominos.com</a>
Ginger Café	14017 St Francis Blvd NW	763-323-8333				<a href="https://www.facebook.com/Ginger-Cafe">https://www.facebook.com/Ginger-Cafe</a>
Jimmy Johns	14050 St Francis Blvd NW Ste H	763-323-7829				<a href="https://www.jimmyjohns.com/">https://www.jimmyjohns.com/</a>
JR's Outpost Bar and Grill	6141 Highway 10 NW	763-427-3381		Temporarily Closed		<a href="http://www.jrsoutpost.com">http://www.jrsoutpost.com</a>
Kitchen Table	7533 Sunwood Dr NW	763-999-4635		Temporarily Closed		<a href="https://www.kitchentablemn.com">https://www.kitchentablemn.com</a>
McDuff's Bar & Grill	16659 St Francis Blvd	763-753-2291		Temporarily Closed		<a href="http://mcduffsrestaurant.com/">http://mcduffsrestaurant.com/</a>
Papa Murphy's	14050 St Francis Blvd NW Ste B2	763-323-7272				<a href="https://www.papamurphys.com">https://www.papamurphys.com</a>
Riversbend Bar & Grill	14077 St Francis Blvd NW	763-323-3296		Temporarily Closed		<a href="https://www.facebook.com/riversbendbargrill/">https://www.facebook.com/riversbendbargrill/</a>
Subway	14001 St Francis Blvd NW	763-427-3035				<a href="https://www.subway.com">https://www.subway.com</a>
Subway #37481	7876 Sunwood Dr NW #400	763-421-3082				<a href="https://www.subway.com">https://www.subway.com</a>
Willy McCoy's	6415 Highway 10 NW	763-717-8916		Temporarily Closed		<a href="http://willymccoys.com/">http://willymccoys.com/</a>

Delivery options may be available through third-party such as Door Dash, Uber Eats, or GrubHub.

The City of Ramsey apologizes if any local restaurant was missed inadvertently. If restaurants want to be added to this list, please email [econdev@cityoframsey.com](mailto:econdev@cityoframsey.com)

## 2020 Business License Requirements

Business Licenses	2020 Fee	Expires	Renewal	2020 Updated ordinance in process							Documents Required			Can Be Prorated?	Total Fee w/bkgd ck (in-state)	
				Background Check	Notarized App?	Background Check Fee	Prop Owner Permission	City Council Approval	Public Hearing	Cert of worker's comp ins	Cert of liability ins	Cert of vehicle ins				
Amusement Center (Carnival Circus) License	\$ 250.00	14 Days		X		\$ 35.00			X			X			No	\$ 285.00
Garbage and Refuse Hauler's License	\$ 50.00	Dec 31	X						X			X	X	X	No	\$ 50.00
Massage Therapist License	\$ 50.00	Dec 31	X	Annual	1st Time	\$ 35.00			X						No	\$ 85.00
Massage Therapy Business New License <sup>1</sup>	\$ 100.00	Dec 31	X	Annual	1st Time	\$ 50.00			X			X	X		No	\$ 150.00
Pawnbroker License	\$ 4,000.00	Dec 31	X	Annual	1st Time	\$ 500.00			X			X	X		Yes	\$4,500.00
Peddler, Solicitor (door to door)	\$ 100.00	Dec 31		Annual		\$ 35.00			X			X			No	\$ 135.00
Second Hand Goods Dealer License	\$ 2,000.00	Dec 31		Annual	1st Time	\$ 500.00			X			X	X		No	\$2,500.00
Special Events <sup>2</sup> (Music Festival)	\$ 50.00	Valid date of event				0	Yes		X				X		No	\$ 50.00
Temporary Intoxicating (uses state form)	\$ -	Valid date of event							X				X			-
Tobacco Sales License <sup>3</sup>	\$150-250	Dec 31	X	Annual		\$ 35.00			X			X			Yes	\$150-250
Transient Merchant License (parks in single place)	\$ 100.00	60 days		Annual		\$ 35.00	Yes		X						No	\$ 135.00

### Liquor Licenses

Liquor - 3/2 Beer Off Sale	\$ 100.00	Jun 30	X	Annual	YES	\$ 500.00			X	1st time*		X		Yes	\$ 600.00
Liquor - 3/2 Beer On Sale	\$ 200.00	Jun 30	X	Annual	YES	\$ 500.00			X	1st time*		X		Yes	\$ 700.00
Liquor - 2 AM Closing, addition to \$5000	\$ 300.00	Jun 30	X	-					X	1st time*		X		Yes	\$ 300.00
Liquor - Off Sale <sup>4</sup>	\$ 380.00	Jun 30	X	Annual	YES	\$ 500.00			X	1st time*		X		Yes	\$ 880.00
Liquor - On Sale	\$ 5,000.00	Jun 30	X	Annual	YES	\$ 500.00			X	1st time*		X		Yes	\$5,500.00
Liquor - On Sale Sunday, addition to \$5000	\$ 200.00	Jun 30	X	-					X	1st time*		X		Yes	\$ 200.00
Liquor - Business name change only	\$ 50.00	Jun 30	X	Annual	YES	\$ 500.00			X					Yes	\$ 550.00
Wine On-sale	\$ 1,000.00	Jun 30	X	Annual	YES	\$ 500.00			X	1st time*				Yes	\$1,500.00

Full schedule of rates/fees located in I:\WEBPAGE\2019\Finance Dept

<sup>1</sup> New Business fee \$100 + \$50 per massage therapist (+ \$35 backgrd ck)

<sup>2</sup> Excludes special events for Non-Profits, no fee charged

<sup>3</sup> With age verification technology fee \$150, without \$250

<sup>4</sup> Gets \$100 discount if meet state statutes conditions + \$100 discount purchasing/utility ID technology

**Non-Profit** Peddler, Solicitor or Transient Merchant License - Doesn't have to have a license

### Notes

- Consumption license (no sale) special, no city license required per Sept 2017 email in Laserfiche

- 1st time liquor licenses have \$500 fee for background checks (or change of name; none for change in ownership)

- All **NEW** liquor licenses require a public hearing (includes change in owners)

**\* NEED COLOR COPY OF DRIVER'S LICENSE for Background Checks**

### Transient Merchant/Peddler/Solicitor

1. Make sure form fully filled out.

- Background check is required each year.
- Get **COLOR** copy of Driver's License.
- Take photo of applicant (camera in Wendy's bottom drawer).

2. Take payment \$100.00 fee + \$35 per B/C (CC enter into Clover Mini, checks give to Pam) Provide receipt if needed.

NOTE: One form filled out per company, one background check for each employee

Update 12/3/2019



Photo courtesy of Meet Minneapolis

## **NO LATE FEES – SUSPENSION OF RENEWAL NOTICES & COLLECTION**

Mayor Jacob Frey proclaimed no late fees applied to the renewal of any food, taxi, liquor, wine, beer, or catering licenses and granted the suspension of license fees for any liquor, wine, and beer license renewals while we are in the current state of emergency. [Emergency Regulation 2020-05](#), And [Emergency Regulation 2020-07](#)

### **NO LATE FEES**

Following the proclamation, no business has been assessed a late fee for application renewals. In instances where payment is received on or after Tuesday, March 17, 2020 with a late fee already included in the payment, City staff will contact the licensee to adjust the payment, in accordance with the late fee waiver proclamation.

### **PLEASE MAINTAIN YOUR LICENSE**

Every type of business license is an annual license. To maintain a license in good standing, a business must maintain minimum qualifications, insurance (including liquor liability) and pay the established license fee if they wish to maintain their license.

### **WITHDRAW YOUR LICENSE ONLY IF YOU ARE PERMANENTLY CLOSING**

Businesses wish to permanently close and do not wish to reopen within the timeframe of their annual license may withdraw and a prorated portion of the license fee(s) paid will be refunded. A business license is not transferrable, and if a license is withdrawn, the business would need to apply for a new license, pay new license surcharge and meet any new health, zoning and building code requirements of a new business.

### **HOW WILL I KNOW WHEN TO SUBMIT MY RENEWAL FEES?**

We just will be suspending sending out any new notices effective Friday, March 20, 2020. Any business that had a renewal due date on or before Tuesday, March 17, 2020 and did not renew will receive a second notice to renew within 30 days of the orders being lifted.

## **RETURN PAYMENTS**



Payments for the above listed license types received on or after Friday, March 20, and prior to the expiration of this emergency regulation shall be returned to sender with explanation and the payment not processed.

**Economic Development Authority (EDA)**

4. 5.

**Meeting Date:** 04/07/2020

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

**By:** Sean Sullivan, Community Development

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**Title:**

Consider Waiver of Registration Fees for 2020 Ramsey Business Expo and Discuss Future Planning and Dates

**Purpose/Background:**

In light of the impacts of COVID-19 and "social distancing" have had on restaurant, retail and service industries, Staff is asking the EDA to consider waiving the registration fee for Ramsey Businesses for the 2020 Business Expo. The cost of this waiver would be up to \$2,700. Staff believes that supporting our local businesses in this way will strengthen our bond and help them recover more quickly.

The event scheduled for April 4, 2020 has officially been postponed until at least the end of July. Staff will continue to monitor the current pandemic and make more detailed recommendations as we get closer to that date. In light of these uncertain times, Staff is not comfortable setting an official date, but wants to know if the EDA would be to continue to plan for the end of July.

**Notification:**

N/A

**Observations/Alternatives:**

If a Registration Waiver is recommended, Staff could contact all of the businesses that have already signed up and have paid for the event and see if they are still interested in participating at a later date. If vendors are not interested in the new date, the registration fee will be refunded. Those that remain committed to the event will be eligible for a waiver or the registration fee. If the waiver is approved, Staff would simply contact business and let them know that their fee will be refunded after they attend the event. In the event that a Ramsey Business retains their registration for the new date and fails to attend (assuming the event is still held), the fee would not be refunded. This helps to ensure that the vendor remains committed to the event and does not unduly tie up a space.

**Funding Source:**

EDA General Fund Item 9230-6249 (Operating)

**Recommendation:**

Staff recommends that the EDA waive Registration Fees for Ramsey Businesses and to continue to plan for a late-July event, unless the current pandemic requires continued social distancing.

**Action:**

Motion to waive Registration Fees for 2020 Business Expo for Ramsey Businesses and continue to plan for a late July date, pending the status of the current COVID-19 Pandemic.

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**Attachments**

2020 Business Expo Budget

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**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Sean Sullivan (Originator)  
Tim Gladhill  
Form Started By: Sean Sullivan  
Final Approval Date: 04/03/2020

**Reviewed By**

Sean Sullivan  
Sean Sullivan  
Sean Sullivan  
Tim Gladhill  
Sean Sullivan  
Tim Gladhill

**Date**

03/26/2020 02:43 PM  
04/01/2020 03:32 PM  
04/01/2020 03:36 PM  
04/03/2020 11:57 AM  
04/03/2020 12:09 PM  
04/03/2020 01:46 PM  
Started On: 03/24/2020 04:39 PM

## 2020 EDA Business Expo Budget

EXPENSES	Details	2019 Actual	2020 Projected	2020 Actual
Venue-Adrenaline Sports Ctr		\$ (800.00)	\$ (800.00)	
Set up-Pipe/Draping, Tables, Chairs	2019 Event Architect includes \$1080 Elec cost for 12 booths	\$ (6,237.00)	\$ (2,160.00)	
Electricity / Venue	Venue Charge		\$ (500.00)	
Giveaway at door	Ace Sales (bags) Qty 300 x 1.99/bag+Setup/Shipping	\$ (787.50)	\$ (1,000.00)	
Express Signs	5 Express signs + 3-4 PW signs	\$ (675.00)	\$ (800.00)	
New Sandwich Boards (Purchase)	Vendor TBD		\$ (800.00)	
Do All - 4 Sandwich board signs	8 - 2' x3' posters for 4 sandwich boards	\$ (192.00)	\$ (250.00)	
Shopper Ad space		\$ (150.00)	\$ (200.00)	
Balloon Artist (A Touch of Magic)	Balloon Art/Airbrush tattoo	\$ (1,068.00)	\$ (1,100.00)	
Facebook advertising	Social media, Connexus, AAC, Explore MN online advertising	\$ -		
Do All - parking sign covers*	20 covers, rush 12	\$ (150.00)	\$ (300.00)	
Misc. Supplies	Misc (candy,water, trsh bags)	\$ (62.09)	\$ (100.00)	
<b>Total Expenses</b>		<b>\$ (10,121.59)</b>	<b>\$ (8,010.00)</b>	<b>\$ -</b>
<b>REVENUES</b>				
Applications (2018 = 48 Total 2019 = 61 Total)	Electricity (\$15 per/12 booths)	\$ 3,690.00	\$ 2,700.00	
EDA allocation		\$ 7,000.00	\$ 6,000.00	
<b>Total Revenues</b>		<b>\$ 10,690.00</b>	<b>\$ 8,700.00</b>	<b>\$ -</b>
<b>BALANCE:</b>		<b>\$ 568.41</b>	<b>\$ 690.00</b>	<b>\$ -</b>
	<i>Fees Charged</i>			
	<i>Ramsey</i>	\$60	\$50	
	<i>Non-Ramsey</i>	\$75	\$75	
Inputs/estimated	<i># Booths</i>	61	59	
Public/Non Profit			5	