

City of Ramsey
Agenda
Economic Development Authority (EDA)
Thursday, November 18, 2021
7:30 am
Council Chambers, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings. To maximize social distancing due to the COVID-19 Pandemic, those that can join remotely are encouraged to do so. Those joining remotely and requesting to speak are asked to use a webcam when speaking.

- 1. Call to Order**
- 2. Approve Agenda**
 1. Approve Meeting Minutes for October 14, 2021
- 3. Approve Minutes**
- 4. EDA Business**
 1. Consider Purchase Agreement for Parcel 50; Case of Java Properties
 2. Receive 2021 Business Expo Summary and Select 2022 Venue
 3. Approval of 2022 Business Network Meeting
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

2. 1.

Meeting Date: 11/18/2021

By: Wendy Schlueter, Community
Development

Title:

Approve Meeting Minutes for October 14, 2021

Purpose/Background:

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

Notification:

Observations/Alternatives:

Funding Source:

Recommendation:

Approval of October 14, 2021 meeting minutes

Action:

Motion to approve October 14, 2021 EDA meeting minutes.

Attachments

EDA Minutes

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Kathy Schmitz	11/04/2021 04:09 PM
Bruce Westby	Bruce Westby	11/04/2021 04:18 PM
Brian Hagen	Kathy Schmitz	11/04/2021 04:49 PM
Kurt Ulrich	Kurt Ulrich	11/04/2021 04:54 PM
Form Started By: Wendy Schlueter		Started On: 11/03/2021 11:22 AM
Final Approval Date: 11/04/2021		

**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, October 14, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Scott Cords
 Member Chelsee Howell
 Member Chris Riley
 Member Jim Steffen (virtual attendant)

Members Absent: Member Rachal Johnson
 Member William MacLennan
 Member Michael Olson

Also Present: Sean Sullivan, Economic Development Manager
 Kurt Ulrich, City Administrator

1. CALL TO ORDER

Chairperson Cords called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Riley, seconded by Member Howell, to approve the agenda.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Cords	aye
Member Steffen	aye

Motion carried.

3. CONSENT AGENDA

3.01: Approve Meeting Minutes Dated September 9, 2021

Motion by Member Riley, seconded by Member Howell, to approve the September 9, 2021, minutes as presented.

A roll call vote was performed:

Member Howell aye
Member Riley aye
Chairperson Cords aye
Member Steffen aye

Motion carried.

4. EDA BUSINESS

4.01: Review Development Proposal from Java Properties on Parcel 50

Economic Development Manager Sullivan presented the staff report.

Mark Krogh, Java Companies, stated that they currently own the O'Reilly's property, which will soon begin construction. He stated that they have been looking at the remainder of the property since their discussions began on the O'Reilly site. He stated that for good retail development, you need good access and traffic counts. He noted that charter schools are more flexible in location, and it would be a shame to develop anything but retail on this corner. He stated that for the tenants they have discussed on the site plan, the car wash and grocer want to remain anonymous at this time, but Caribou Coffee would be looking at its coffee cabin drive-thru model for this site. He stated that they have experience with all of the tenants they are in discussion with at this time in other locations. He stated that there is a financial institution and restaurant that are also interested in the space. He stated that the grocer moves slow but would most likely move faster when other tenants announce their presence. He stated that they vision this corner as the new retail hub for Ramsey.

Member Riley referenced the prospective tenants and asked if those are ideas or solid.

Mr. Krogh replied that they have relationships with these tenants but are at the letter of intent phase of development. He stated that the tenants are ready to go, but they still need to work through the City process. He would aim to move forward with phase one in 2022 and perhaps even begin in 2022 with phase two, depending on the timing of City approvals and plan development. He stated that if they could get the land under control and develop plans over the winter, they could begin construction in the spring.

Member Riley referenced the restaurant site in the northwest site and asked if that is a hot prospect as that has been a goal of the City and EDA.

Mr. Krogh stated that there are a few users interested in that pad, a dollar store and quick service/fast casual restaurant. He stated that currently the dollar store would like that location, but the locations are interchangeable for certain pads within the site.

Chairperson Cords stated that it sounds like there is a reasonable level of confidence in the prospects at this time. He asked if the developer is involved in the business case for the prospects

or whether that is something the tenant does itself. He asked in example how Caribou would look at traffic flow for a cabin model at this location.

Mr. Krogh stated that they have worked with Caribou and are aware of what that tenant looks for. He stated that the business will tell them which city they want to be in, and Java helps them to find the right location to meet their business needs. He stated that it also goes through corporate approval process. He stated that accessibility, visibility, and parking are important, and this site has all three. He confirmed that Java has done the research to ensure these uses would be supported. He stated that utilities would be a large portion of the cost and perhaps there would be opportunity to cost share the utilities portion of the project.

Chairperson Cords asked if the road utilities would have to be installed with phase one.

Economic Development Manager Sullivan replied that would depend on the phasing of the project and how access is granted. He stated that if they get to the position where they will work with the developer on a purchase agreement, they would work out those additional details. He noted that in the past the City has participated in the cost-sharing as a part of the negotiation process. He stated that they would also work with engineering in order to plan for sewer and water connections appropriately within the layout of the site. He stated that PACT is also interested in this site and would perhaps have a different idea of how sewer and water would be brought into the site.

Mr. Krogh stated that once they are under contract, they would spend additional money on civil planning. He stated that the utilities and those details can be worked out through negotiation. He stated that this a high scale layout and they would work on more detailed plans once they are sure they can secure the parcel.

Member Riley stated that in the original mockup from PACT, the school did not realize the O'Reilly site was already taken and therefore there was a football field in part of that location.

Economic Development Manager Sullivan stated that he requested a phased approach to determine if they could get both uses to work on the site. He stated that based on the last meeting with PACT he anticipates feedback on whether their needs could fit onto this site. He stated that staff is trying to work with PACT to find a solution as it would be very tight to get a school and football field onto the site. He believed that PACT saw that the site was limited once they realized O'Reilly's was already on a portion of the site. He stated that they are still awaiting the next iteration from PACT. He noted that while this was the preferred site because of the proximity to the existing campus, PACT also wants the school and football field on the same site and therefore are continuing to look at other sites as well. He stated that all of these uses will bring people to Ramsey, which is a good thing.

Mr. Krogh stated that a site like this is ideal for retail development and therefore it is disheartening to hear that a charter school would be considered for this property. He stated that he would be willing to help the charter school find a different location as that is a destination use in itself. He recognized that it is only his opinion.

City Administrator Ulrich commented that the PACT school proposal with the football field would not fit onto the city site. He stated that this site would have never fit the entire school and football field and would involve the privately owned property to the west as well.

Chairperson Cords commented that he likes the idea of retail development and has nothing against the school expanding but would prefer this site to be focused on retail and something that would be taxable.

Member Riley asked if Member Steffen has input.

Member Steffen stated that he echoes the comments of the Chairperson. He stated that the northwest corner of The COR already has a grocery store, Caribou and Mexican restaurant and would be cautious against adding the same things that already exist in The COR.

Mr. Krogh stated that in the long-term COVID has changed things in terms of retail development. He believed that more people would continue to work remotely. He referenced the recent events in Minneapolis and Saint Paul over the past year as well and believed that would cause people to move outward and Ramsey would only continue to grow. He stated that many communities have multiple retail corridors with duplication of tenants. He stated that Caribou would keep both locations, Coborn's would provide different grocery offerings from the other tenant and the Mexican fast casual business would be different than the full-service restaurant. He stated that nothing attracts a crowd like a crowd and more retail usually brings in more business for existing retail.

Member Howell stated that it would be nice to see another grocery store as many people go to Elk River for groceries as not everyone shops at Coborn's. She stated that this would bring more options for the community members.

Mr. Krogh commented that his family uses a combination of different grocery retailers.

Member Riley commented that before the problem Coborn's had been that the other grocer was going to be located in their parking lot, whereas this concept puts distance between the two.

Chairperson Cords stated that he would like to see staff continue to negotiate a two phased program, keeping in mind PACT and whatever they may have in mind. He stated that he would like to more aggressively pursue this opportunity and the phased approach seems reasonable.

Mr. Krogh stated that they are excited to work with staff and had a great experience working with Economic Development Manager Sullivan and his team on the O'Reilly's project. He stated that if PACT does need help finding a site, he would be happy to help them as he also has experience working with charter schools.

Member Riley stated that he wears different hats within the City and his job today is to act as a member of the EDA with those goals in mind. He stated that from an EDA standpoint, this proposal makes perfect sense as it is retail and creates jobs. He stated that at the same time he does not want to create a bigger decision or cause turmoil later if this conflicts with other plans on

a different tract. He asked if the projects could run on different tracts for a length of time. He asked if this could move forward to a point of waiting for an answer from PACT and the direction that will take.

Economic Development Manager Sullivan stated that PACT has made it clear that they are on a fast track, and they are aware there are other concepts on this site. He believed that more information will be known over the next month and anticipates that PACT should have an idea on whether the site would work for them or not by the next EDA meeting. He stated that if PACT states that the site will not work for them, staff could perhaps work on a purchase agreement with Java prior to the next EDA meeting. He stated that PACT had not accounted for Veterans Drive or the stormwater pond and therefore the site is very tight for the use PACT desired.

Member Steffen stated that the EDA could wait a month if the developer is in agreement. He stated that it appears the EDA favors the retail project, even if PACT does have interest in the site.

Member Howell stated that they are both good ideas. She recognized the convenience it would bring to have the high school location near the existing PACT school. She stated that if this site does not work for PACT, she would still like to see PACT remain in Ramsey.

City Administrator Ulrich stated that alternate layout options were reviewed and discussed with PACT. He stated that based on the fast track that PACT is on, the City directed them to other land currently owned by the City as that could be fast moving. He stated that there are other sites south of highway 10 that would fit a high school campus as well, along with land near Central Park. He recognized that it is important to try to help PACT find land within the City of Ramsey.

Member Riley stated that from an EDA standpoint and economic development, phase one would make sense to move forward. He stated that they could also continue to work with PACT with the understanding that PACT is on a fast track and there may be somewhat of a delay over the next month until there is clarity.

Economic Development Manager Sullivan confirmed that is the direction he was looking for. He stated that he would like to play it by ear to see what happens and transpires between now and the November meeting. He stated that if PACT moves on from this site, he would like the ability to begin working on a purchase agreement with Java. He stated that he agrees that the perspective of the EDA and Council can sometimes be different. He asked if the developer is comfortable with that direction.

Mr. Krogh stated that he would love to move forward with a purchase agreement for phase one and an option for phase two. He recognized that it would still need to go forward to the City Council.

Chairperson Cords summarized that the EDA likes the idea of some level of progress towards phase one while the City gives a few weeks for PACT to identify their path.

Motion by Chairperson Cords, seconded by Member Steffen, to direct staff to prepare a purchase agreement for phase one on the property and delay any action on phase two until the plans for PACT charter school are known.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Cords	aye
Member Steffen	aye

Motion carried.

Member Steffen noted that it appears Member Johnson is also present as a virtual attendant today.

Economic Development Manager Sullivan commented that due to noticing requirements, Member Johnson is present as a member of the audience but is not a formal participant.

Member Johnson commented that she is in agreement with the statements and decisions made by the EDA today.

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update. Economic Development Manager Sullivan asked of the Business Expo which will take place at Adrenaline Sports Saturday from 10 a.m. to 2 p.m. He stated that the Public Works Facility open house is also scheduled for Saturday at 1 p.m. He provided an update on ongoing development project and the construction process that has been made.

Chairperson Cords asked if there is an update from the hotel user.

Economic Development Manager Sullivan commented that it does not appear that the original hotel project anticipates moving forward but noted that there is interest from another hotel user on that site.

6. ADJOURNMENT

Motion by Member Riley, seconded by Member Howell, to adjourn the meeting.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Cords	aye
Member Steffen	aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 8:23 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

DRAFT

Economic Development Authority (EDA)

4. 1.

Meeting Date: 11/18/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Consider Purchase Agreement for Parcel 50; Case of Java Properties

Purpose/Background:

Purpose:

The purpose of this case is to consider entering into a Purchase Agreement with Java Properties

Background:

Java Properties has been working with City staff over the past few months to put together a development proposal on Parcel 50 in the COR. The Development Review Committee has reviewed multiple iterations of the plan and are generally acceptable to the concept included in the packet. Parcel 50 had originally been guided for an office type use but market conditions and the sale of a parcel to Casey's and Java Properties (O'Reilly Auto Parts) open up possibilities for it to develop in a different way. The EDA reviewed this concept plan in October 2021 and directed staff to moved forward with a phased purchase agreement approach with Java to allow time for PACT Charter School to evaluate all options in the City of Ramsey. PACT Charter School notified the city that they no longer had interest in purchasing Parcel 50.

Based on the decision by PACT Charter School to remove parcel 50 for consideration for their future high school, Java Properties has decided to make an offer to purchase the entire site (Parcel 50) in a phased approach. The offer price is \$4.50 / SF, which is \$.050/SF less than the asking price for the site. The offer was slightly reduced based on the fact that the cost for the internal roadways for the site likely will be the responsibility of the Developer. The attached Purchase Agreement gives Java control of the entire site for a 6 month period to conduct due diligence, develop a detailed development plan and to secure tenants. The City Attorney has reviewed the attached Purchase Agreement and Term sheet and is comfortable moving it forward to the EDA for consideration; subject to further review. There still may be some modifications to the specific language to protect the city's interest but the general terms allow for the due diligence period to begin.

Notification:

N/A

Observations/Alternatives:

The proposed development concept from Java includes a car wash and coffee shop in the initial phase. Future phases, or additions to the first phase, include a restaurant, a general retailer and potentially a grocer. These uses are subject to change but all buildings constructed in the COR will need to meet COR standards or be granted the approvals necessary to receive site plan approval. The City has expressed a willingness to consider cost sharing some of the costs of Peridot St and to pay for the Extnsion of Veteran's Drive. Based on the complexity and timing of this project the below terms are not consistent with a typical purchase agreement. The City attorney has reviewed the term sheet and draft PA and is generally acceptable to moving forward as is. The terms of the purchase agreement are provided below:

Real Estate Tax ID Number: Portion of 28-32-25-41-0020. Part of Outlot A, Java Auto Parts (Part of Parcel 50a)

Purchase Structure: Phase I with an Option on Phase II (see Exhibit A)

Acreage Approximately +/- 6.97 acres or (303,613 SF) Subject to Final Plat

Asking Price \$1,518,065 (\$5.00 / SF) (SF Subject to change based on approved Plat)

Offer Price \$4.50 per SF (\$1,366,258) (SF Subject to change based on approved Plat) for both Phase I and Phase II

Earnest Money \$10,000 Non-refundable upon **Notice to Proceed** being executed. Additional Earnest Money will need to be provided for Phase 2.

Inspection Period 180 days from the later of Effective Date (Date City Council approves) or a fully executed PA is delivered to buyer (city requires plat/ site plan approval before sale)

***Inspection period will be increase 180 days per Lot closing (see Exhibit A for Lots)

Closing Within 30 days of Notice to Proceed.

Commission This was a City generated lead for a CBRE Listed property. Per the terms of the listing agreement, the City will pay 3% of gross sales price to CBRE.

Extensions to Close Developer will deposit \$10,000.00 in escrow for each 90-day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.

***The Developer will be granted 2 additional 90-day extensions per Lot purchase closing with the terms stated above. (the extra 30 days (60 to 90) is required due to the platting process and the time it is taking Anoka County to review incoming plats)

City take care of Provide existing ALTA Survey and updated Title Work. The Developer will contract to plat the property as part of the site plan process. City will work with Anoka County to secure a Right in, Right out access for Veterans Drive on to Ramsey Blvd as part of the platting process.

Performance City to require construction of commercial/retail buildings compliant with COR Zoning requirements and obtain a Certificate of Occupancy one year after Closing of each lot. The inspection period will be increase by 180 days per Lot/phase closing. The Developer will enter into a Right of Re-Entry Agreement with minimum building square footage requirements for Lots 1, 2, 3 and 5, which will establish the time period to close and construct the minimum improvements for each lot. The City may exercise the Right of Re-Entry if performance requirement is not met.

Minimum SF for each lot:

Lot 1 6,000

Lot 2 550

Lot 3 9,000

Lot 4 3,000

Lot 5 20,000

Assignment Requires city approval if not same owners / company.

Alternatives include:

1) Recommendation to City Council to approve Purchase Agreement on Parcel 50 with Java Properties (as presented); subject to City Attorney Review

2) Recommendation to City Council to approve Purchase Agreement on Parcel 50 with Java Properties (with changes); subject to City Attorney Review

3) Something else.

Funding Source:

N/A

Recommendation:

Recommendation to City Council to approve Purchase Agreement on Parcel 50 with Java Properties (as presented); subject to City Attorney

Action:

Motion to recommend to City Council to approve Purchase Agreement on Parcel 50 with Java Properties (as presented); subject to City Attorney

Attachments

Site Location

Term Sheet

ACTION - Draft Purchase Agreement for Parcel 50

Java Development Concept - Parcel 50

Coffee Shop Graphic

Car Wash Graphic

Form Review

Inbox

Sean Sullivan (Originator)
Bruce Westby
Brian Hagen
Kurt Ulrich
Form Started By: Sean Sullivan
Final Approval Date: 11/12/2021

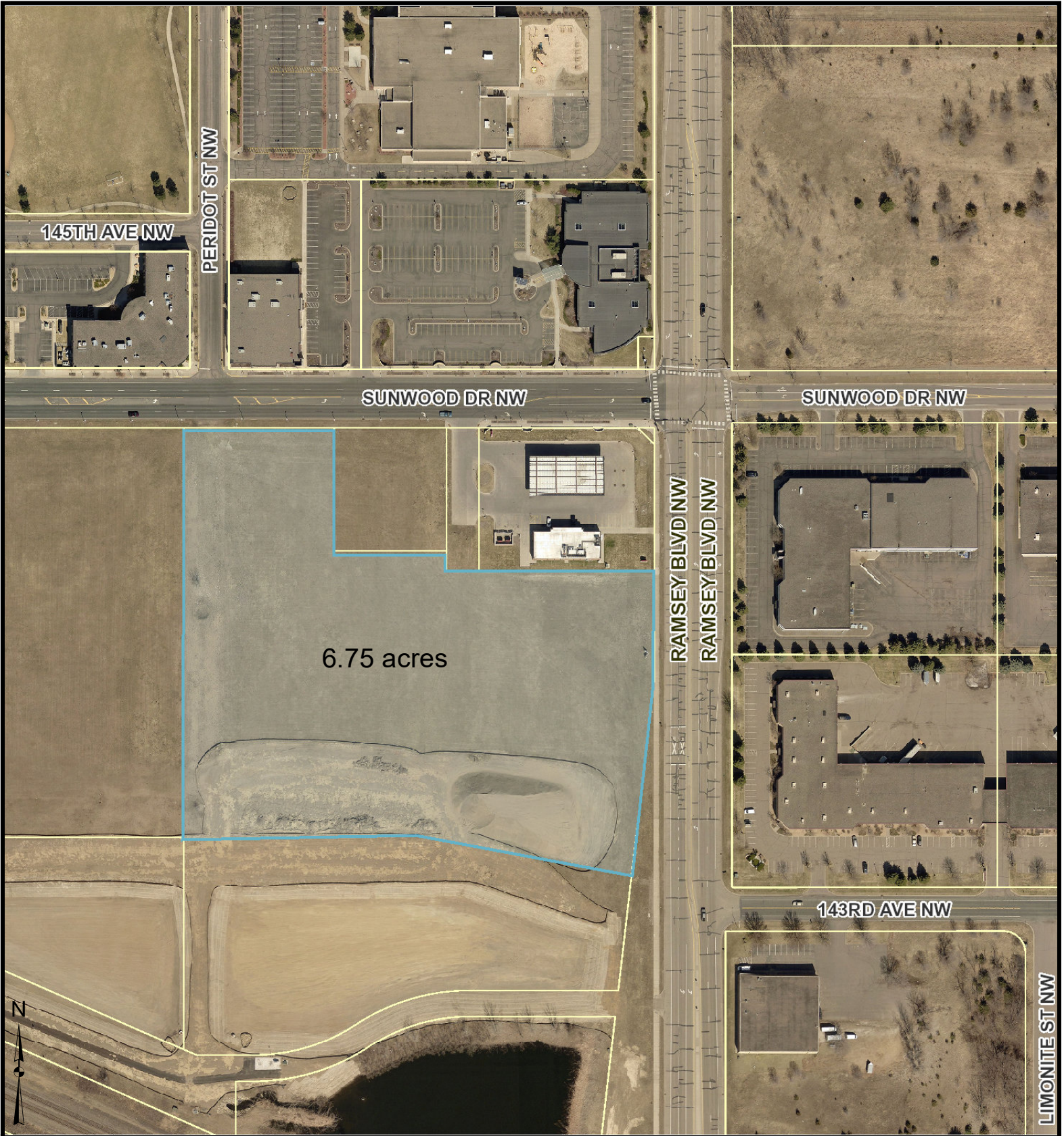
Reviewed By

Sean Sullivan
Bruce Westby
Brian Hagen
Kurt Ulrich

Date

11/10/2021 01:47 PM
11/10/2021 02:59 PM
11/12/2021 08:24 AM
11/12/2021 09:48 AM
Started On: 11/08/2021 06:52 PM

Parcel 50 - Available Land



Parcel Information:

Approx. Acres: 6.75
Commissioner: MATT LOOK

Owner Information:



RAMSEY
MN 55303
Plat:

Sean Sullivan

1:2,400

Date: 10/7/2021

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

TERM SHEET FOR JAVA PROPERTIES - Parcel 50A – 11/9/21

Real Estate	Tax ID Number: Portion of 28-32-25-41-0020. Part of Outlot A, Java Auto Parts (Part of Parcel 50a)
Purchase Structure:	<u>Phase I</u> with an Option on <u>Phase II</u> (see Exhibit A)
Acreage	Approximately + / - 6.97 acres or (303,613 SF) Subject to Final Plat
Asking Price	\$1,518,065 (\$5.00 / SF) (SF Subject to change based on approved Plat)
Offer Price	\$4.50 per SF (\$1,366,258) (SF Subject to change based on approved Plat) for both Phase I and Phase II
Earnest Money	\$10,000 Non-refundable upon Notice to Proceed being executed. Additional Earnest Money will need to be provided for Phase 2.
Inspection Period	180 days from the later of Effective Date (Date City Council approves) or a fully executed PA is delivered to buyer (city requires plat/ site plan approval before sale) ***Inspection period will be increase 180 days per Lot closing (see Exhibit A for Lots)
Closing	Within 30 days of Notice to Proceed.
Commission	This was a City generated lead for a CBRE Listed property. Per the terms of the listing agreement, the City will pay 3% of gross sales price to CBRE.
Extensions to Close	Developer will deposit \$10,000.00 in escrow for each 90-day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable. ***The Developer will be granted 2 additional 90-day extensions per Lot purchase closing with the terms stated above. (the extra 30 days (60 to 90) is required due to the platting process and the time it is taking Anoka County to review incoming plats)
City take care of	Provide existing ALTA Survey and updated Title Work. The Developer will contract to plat the property as part of the site plan process. City will work with Anoka County to secure a Right in, Right out access for Veterans Drive on to Ramsey Blvd as part of the platting process.
Performance	City to require construction of commercial/retail buildings compliant with COR Zoning requirements and obtain a Certificate of Occupancy one year after Closing of each lot. The inspection period will be increase by 180 days per Lot/phase closing. The Developer will enter into a Right of Re-Entry Agreement with minimum building square footage requirements for Lots 1, 2, 3 and 5, which will establish the time period to close and construct the minimum

improvements for each lot. The City may exercise the Right of Re-Entry if performance requirement is not met.

Minimum SF for each lot:

Lot 1 6,000

Lot 2 550

Lot 3 9,000

Lot 4 3,000

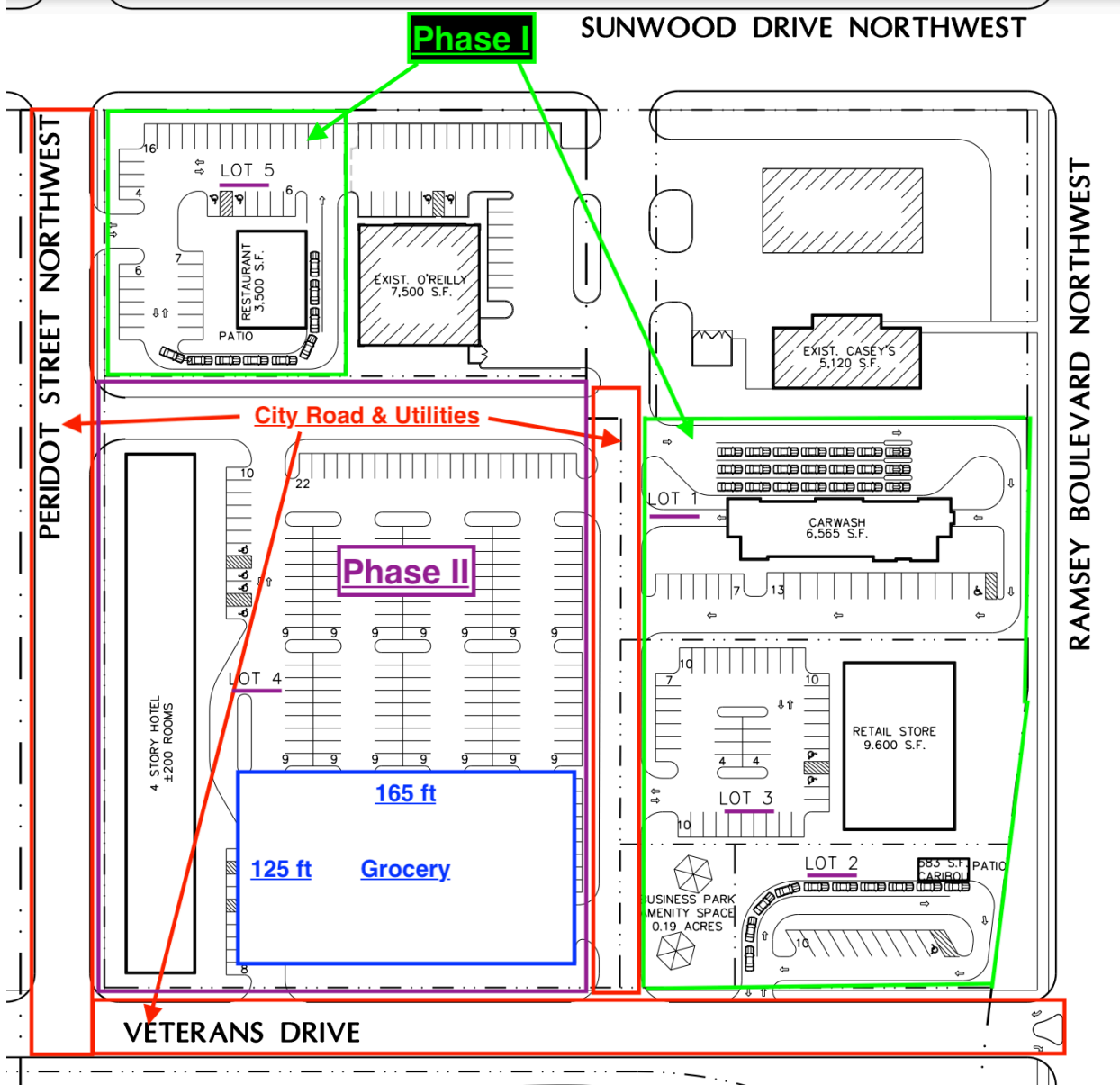
Lot 5 20,000

Assignment Requires city approval if not same owners / company.

Contingencies None at this time

Review EDA (Sean): Land Transaction/ Purchase Agreement/ Right of Re-Entry
Planning Commission (Chloe): Land Use, Development Agreement, Site Plan, Plat
City Council: Final Approval on both items

Exhibit A: City Street / Utilities / Lots / Phase I and II



PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Java Companies, LLC. & or Assigns**, a Minnesota Limited Liability Company (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Agreement is _____
(the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 6.97 acres (303,613 SF) of vacant land, legally described as follows:

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-41-0020 (“Property”)
3. **PURCHASE PRICE.** The purchase price for the Property is \$4.50 / Square foot or \$1,366,259 for Phase 1 and Phase 2 as depicted on attached Exhibit and subject to square footage of Platted properties (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$10,000.00 (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, 2, 3, 4, 5, 7A, 8, 11 and 14) for Part of Outlot GG, Ramsey Town Center Addition (the "Survey") from a duly licensed surveyor dated August 11, 2016. 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.

The payment and indemnification provisions of this Section 7 shall survive any termination or cancellation of this Agreement and are referred to herein as the “Surviving Obligations.”

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 [REDACTED] **Date to be inserted based on 180 days from 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: Java Companies, LLC & or Assigns.
Mark R. Krogh
879 Scheffer avenue
St Paul, MN 55102
Email: andy@javacompanies.com and mark@javacompanies.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 for each lot 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 Ten Thousand and 00/100 Dollars (\$10,000.00) earnest money with Escrow Agent for each extension. Each \$10,000 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;
 - iii. The Right of Re-Entry Agreement provided for in Section 28 below; and
 - iv. 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;
 - ii. Execute and deliver the Right of Re-Entry Agreement provided for in Section 28 below; and
 - iii. 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 2022 for the Property.

2. Seller shall pay all special assessments levied or pending against the Property as of the Closing Date.
 3. Seller's own attorney's fees.
 4. One-half the cost of any closing fees.
 5. The cost of real estate broker commission fees as prescribed in Section 14.
 6. 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 11 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. Within one year from the Closing Date for each lot, Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a minimum SF building for each lot as defined below compliant with COR Zoning requirements to be further defined by an approved Site Plan.. At Closing, a “Right of Re-Entry Agreement” shall be executed and recorded against 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. The deadline for obtaining the required C/O for each lot is defined below:

- a. Lot 1, 6,000 SF – C/O 12/31/2023 (Phase 1)
- b. Lot 2, 550 SF - C/O 12/31/2023 (Phase 1)
- c. Lot 3, 9,000 C/O 12/31/2023 (Phase 1)
- d. Lot 4, 3,000 C/O 12/31/2024 (Phase 2)
- e. Lot 5, 20,000 C/O 12/31/2023 (Phase 1)

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. Central 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 be in the process of obtaining an approved final plat, development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards, including The COR Design Standards.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____
Mark E. Kuzma, Mayor

Dated: _____, 2022

By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2022

BUYER: JAVA COMPANIES, LLC. & OR ASSIGNS

By: _____
Mark Krogh, Chief Manager

Dated: _____, 2022

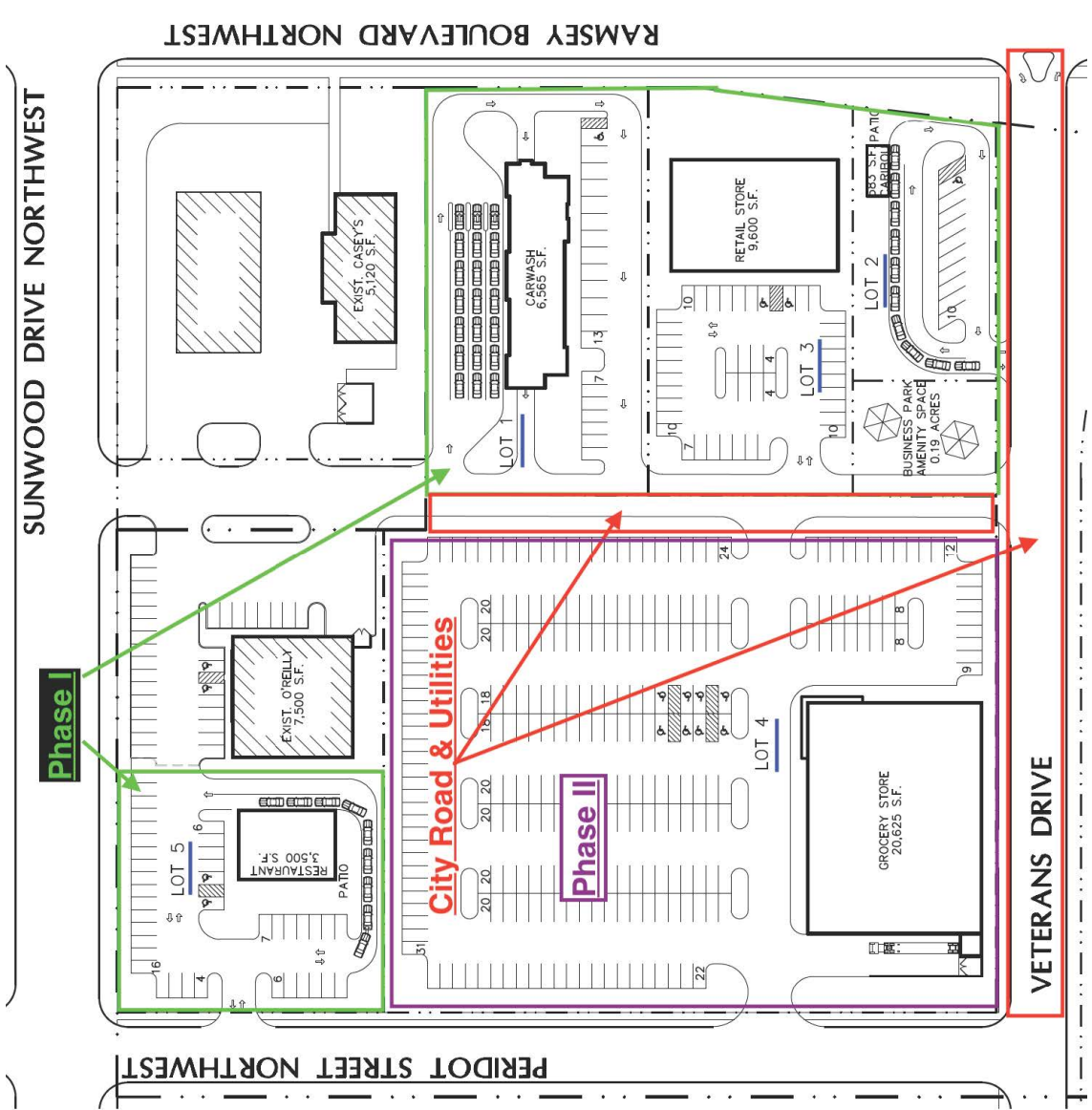
Exhibit A

Legal Description

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-41-0020 (“Property”)



SUNWOOD DRIVE NORTHWEST

RAMSEY BOULEVARD NORTHWEST

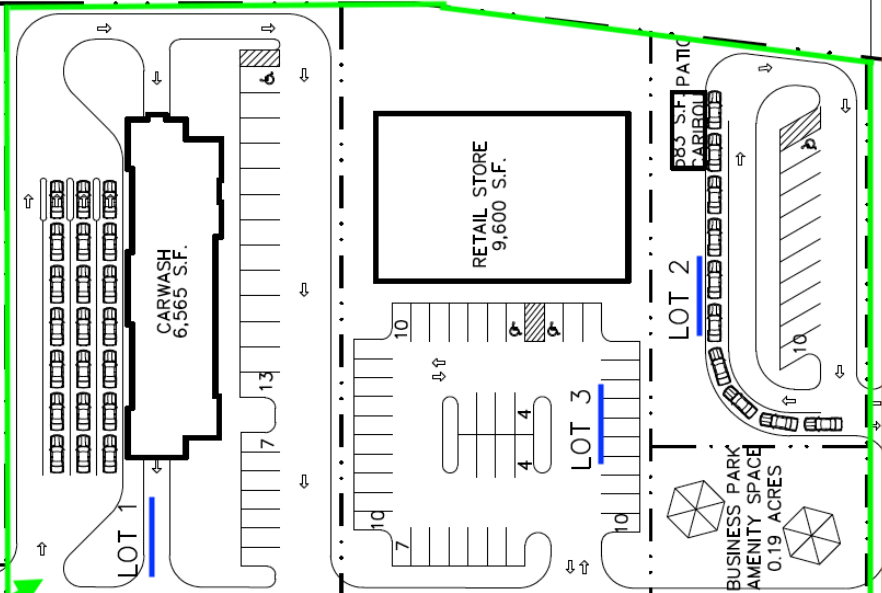
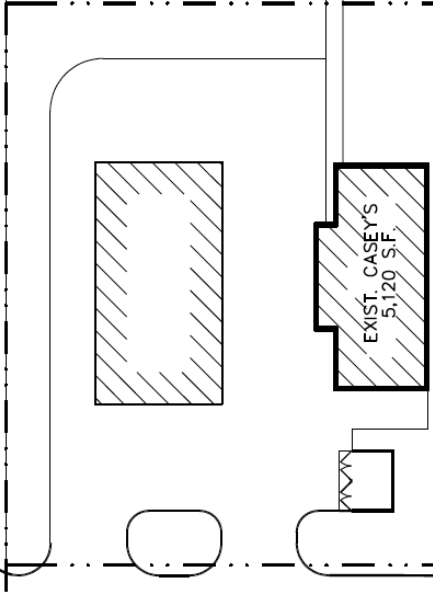
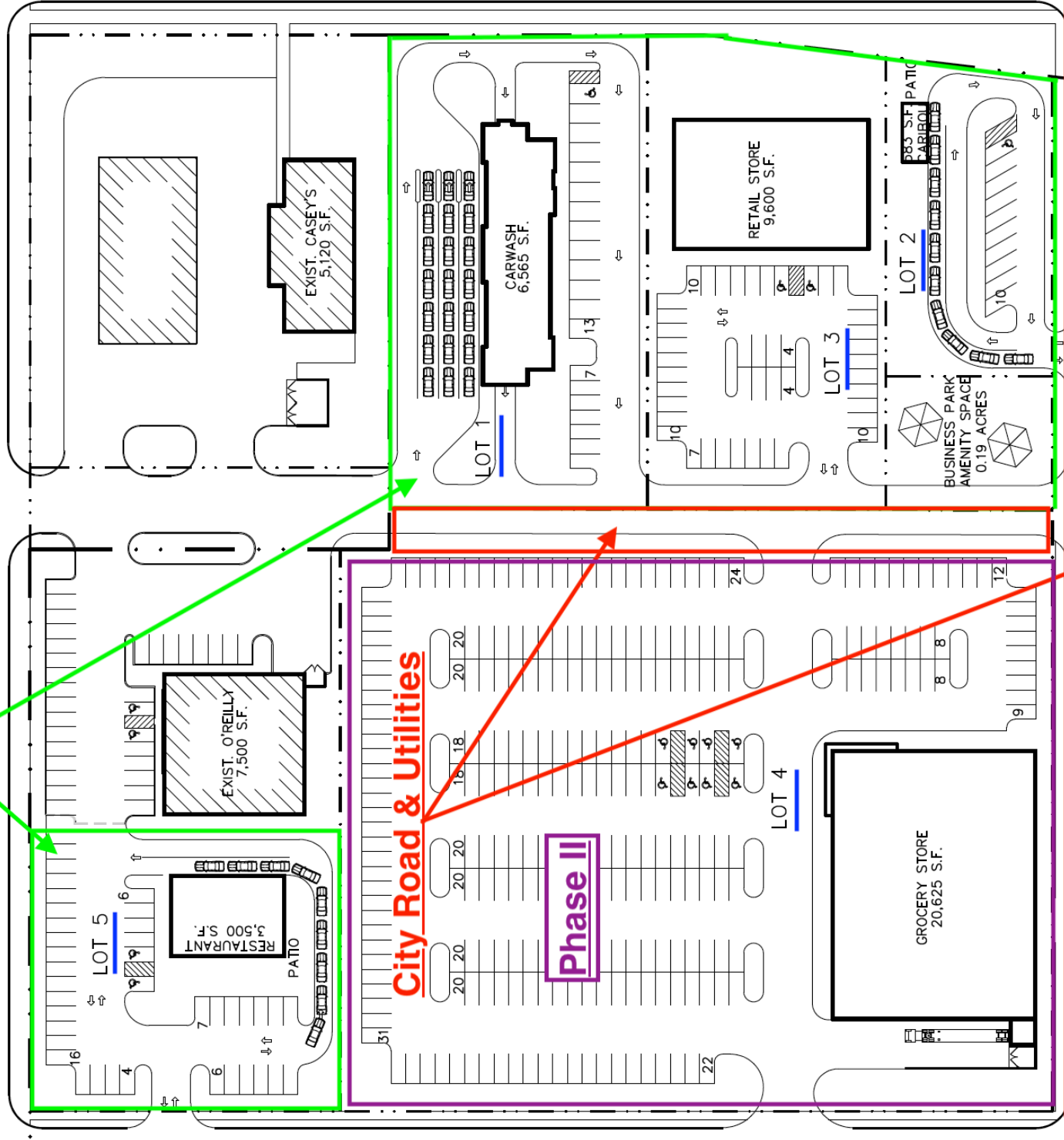
PERIDOT STREET NORTHWEST

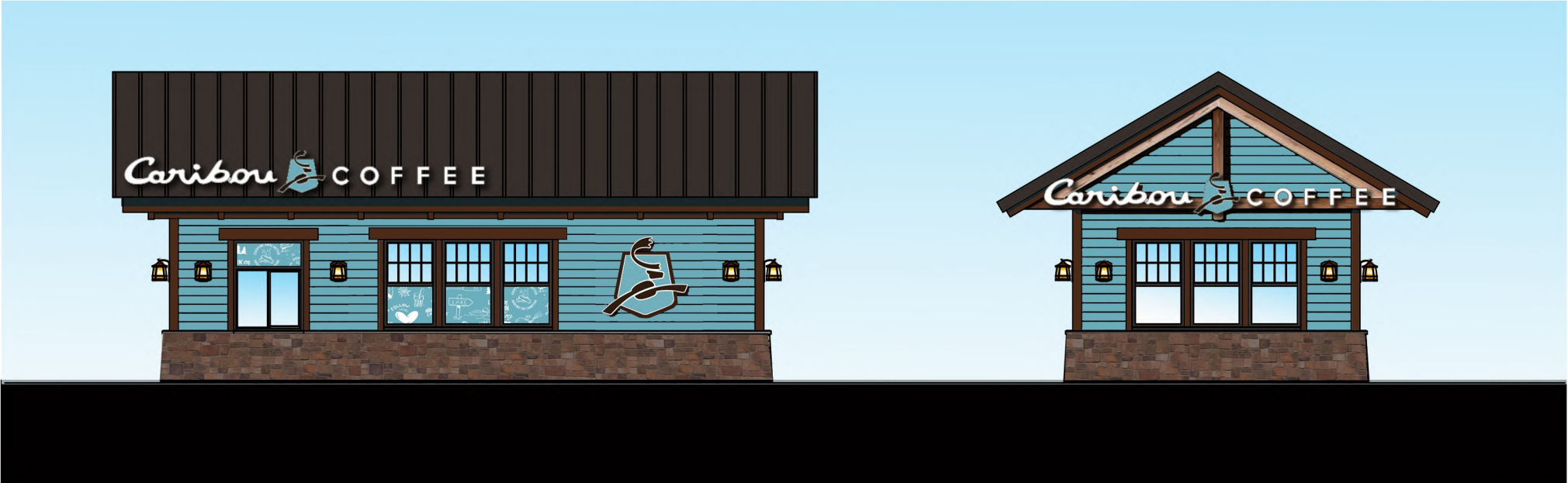
VETERANS DRIVE

Phase I

Phase II

City Road & Utilities







Mister





Mister

Mister
CAR WASH
FREE Vacuums



Mister



Mister

EXIT ONLY



Mister



Mister
CAR WASH
FREE Vacuums



Mister











Economic Development Authority (EDA)

4. 2.

Meeting Date: 11/18/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Receive 2021 Business Expo Summary and Select 2022 Venue

Purpose/Background:

Purpose:

Provide EDA with 2021 Business Expo event summary

Background:

The City of Ramsey EDA moved the venue from The Fountains at Ramsey to Adrenaline Sports Center in 2019. Due to Covid-19, the City had to cancel the event in the Spring of 2020 and 2021. The Expo was brought back on October 16, 2021 at Adrenaline Sports Center. Staff has received positive feedback from the exhibitors, venue and attendees. Staff will provide a short presentation summarizing the 2021 Event.

Notification:

N/A

Observations/Alternatives:

The Event:

Exhibitor attendance was down from 61 booths to 52 booths. Estimated attendance, not including exhibitors was also down from 600 people to 250. The feedback from the vendors was overwhelmingly positive in relation to venue and experience. Staff anticipated a lower number of vendors and participants due to Covid and unfortunately that came to fruition. A beautiful sunny fall day and a large craft event at Lord of Life Church might have also held down turnout. However, the event was successful for those who participated as it gave Ramsey businesses the opportunity to market to Ramsey residents coming out of the Covid Pandemic. Staff believes that this event should be continued.

The Budget:

Due to expenses incurred, and credits provided in 2020 for the canceled event the EDA allocation was less for the 2021 Event. The EDA allocated \$4,000.00 for the 2021 Business Expo which was \$3,000 less than 2 years ago. Total Revenues (including EDA Allocation) for 2021 were \$6,910.00 with 2021 Expenses coming in at \$3,955.24 leaving a \$2,954.76 net cash reserve for the 2021 event. Based on the reserve the net contribution in 2021 by the EDA was \$1,045.24. Looking at the event as a whole (2020 expenditures and 2021 expenditures) the event was \$176.74 over budget.

The Future:

Staff anticipates the April 2022 Spring Business Expo Event to have more vendors and to be better attended. Staff found there was still some hesitation to participate due to Covid by some vendors and residents based on feedback received. Based on the budget summary, Staff will likely ask the EDA for a small increase in the budget for 2022 to ensure the costs are covered within the budget. There had been questions relating to the benefit, format and success of the event over the past few years. The new venue, project team and businesses seemed to like event again and it makes sense to continue into the future. Based on the overwhelming positive feedback, Staff is recommending that we select Adrenaline Sports Center as the venue for 2022. Staff is looking for some direction to work with Adrenaline to identify a date in April for 2022. If that is the direction, Staff will report back to the EDA at a later meeting to finalize a date that works for the event

Funding Source:

N/A

Recommendation:

Select Adrenaline Sports Center as the home of the 2022 Business Expo and to reserve the venue for a Saturday in April of 2022.

Action:

Motion to select Adrenaline Sports Center as the home of the 2022 Business Expo and to reserve the venue for a Saturday in April of 2022.

Attachments

[2021 Biz Expo Summary](#)

[2021 Business Expo Budget Summary](#)

Form Review**Inbox**

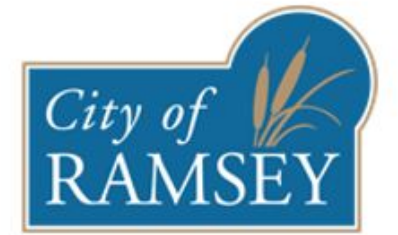
Sean Sullivan (Originator)
Bruce Westby
Brian Hagen
Kurt Ulrich
Form Started By: Sean Sullivan
Final Approval Date: 11/12/2021

Reviewed By

Sean Sullivan
Bruce Westby
Brian Hagen
Kurt Ulrich

Date

11/09/2021 12:05 PM
11/10/2021 11:21 AM
11/12/2021 08:13 AM
11/12/2021 09:49 AM
Started On: 11/08/2021 06:54 PM

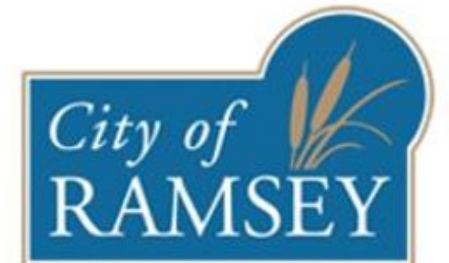


ECONOMIC DEVELOPMENT

2021 Business Expo Summary

2021 BUSINESS EXPO - OVERALL SUMMARY

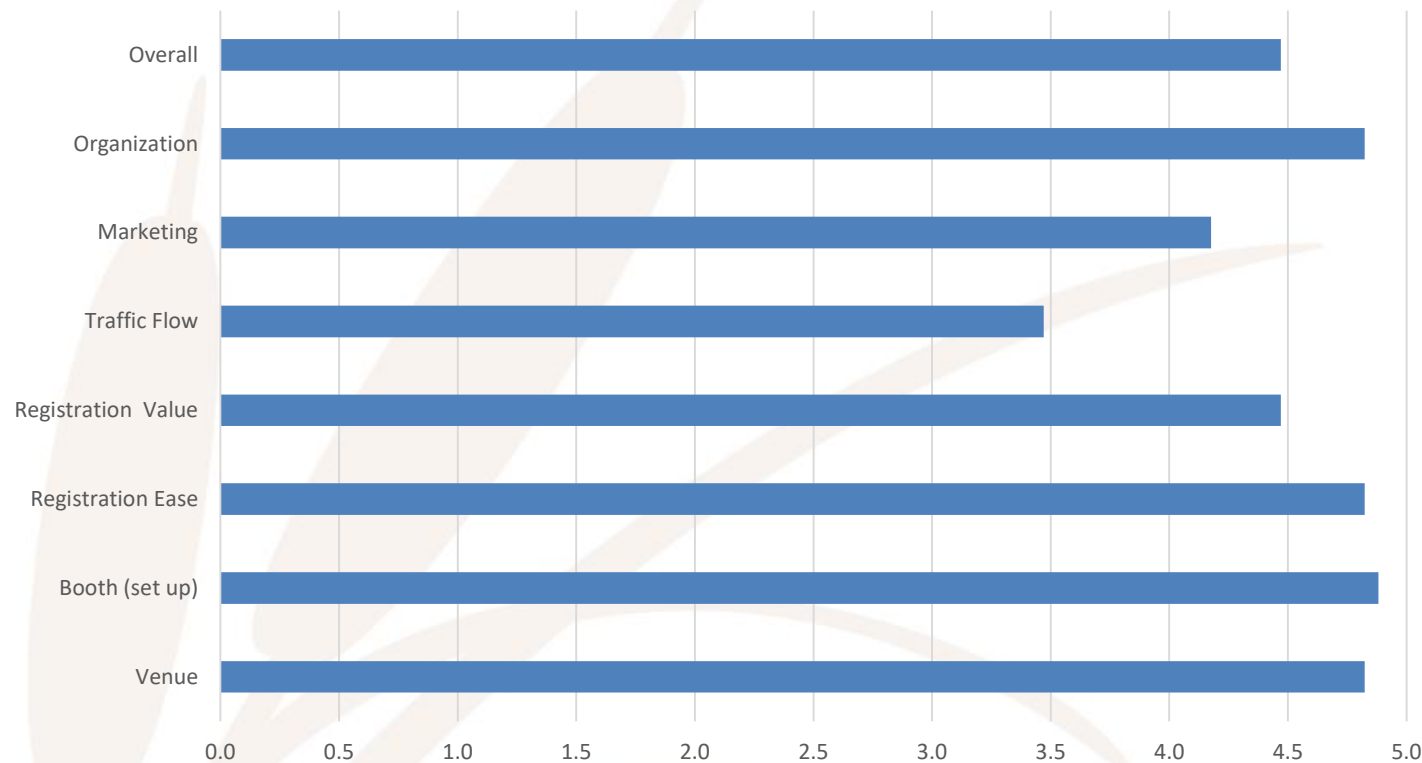
- Estimated Attendees: 200-250
- 225 Tote bags handed out
- 52 Registered Exhibitor/Vendors (+ Adrenaline, 2 Not Attend)
- 66% Vendors were Ramsey Businesses
- Kid-focused vendor section & activities was popular again
- Lots of Activity at City of Ramsey Booth
- Newer Ramsey businesses expressed positive feedback



2021 BUSINESS EXPO - VENDOR FEEDBACK

Post-Expo Vendor Average Survey Ratings

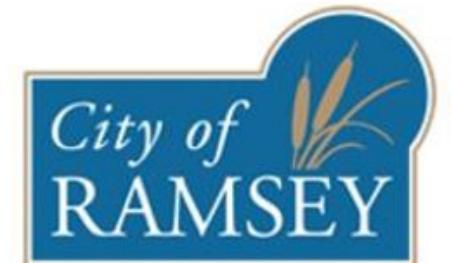
Scale: 5 = Very Satisfied, 3 = Neutral, 1 = Very Dissatisfied



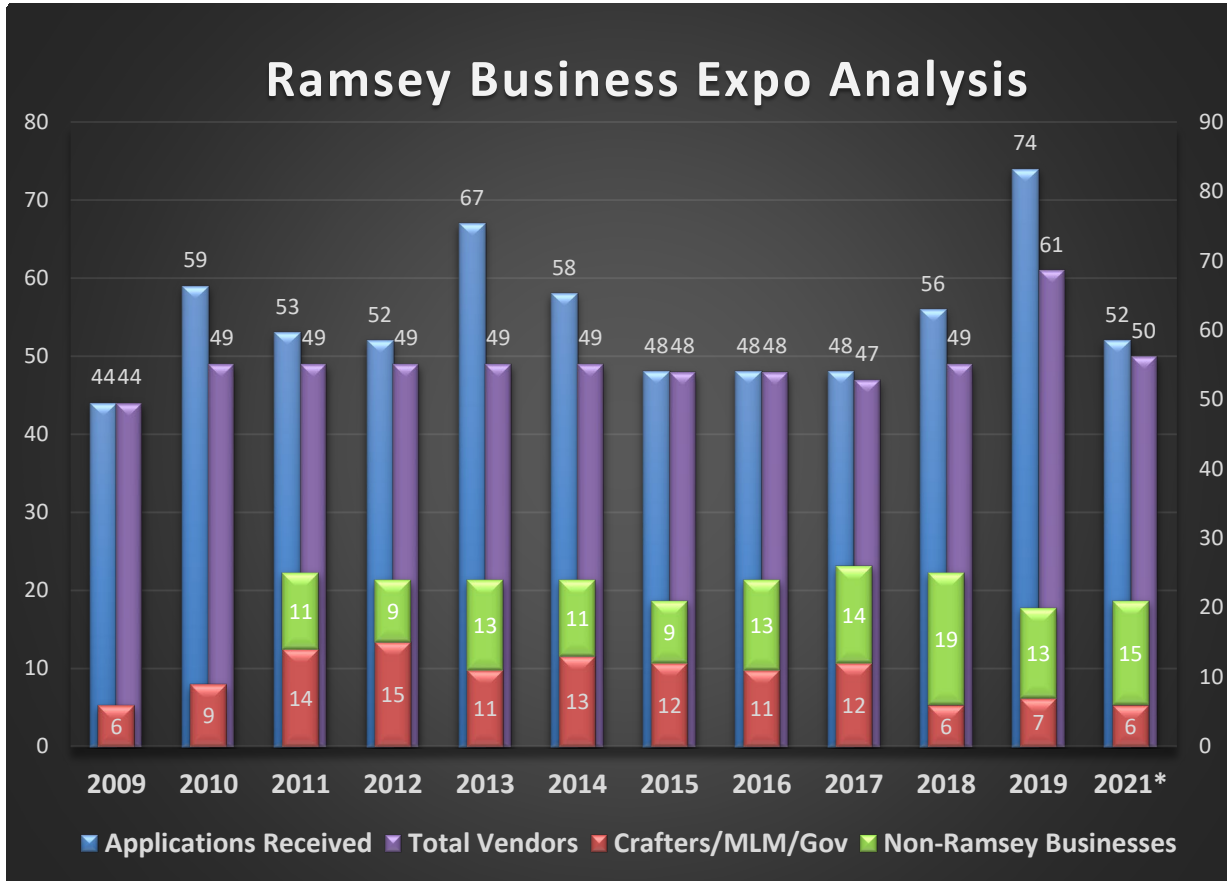
- 17 out of 50 (34%) responded to survey
- Come back next year? 71% said Yes, 29% Maybe
- Average contacts made = 27

Comments:

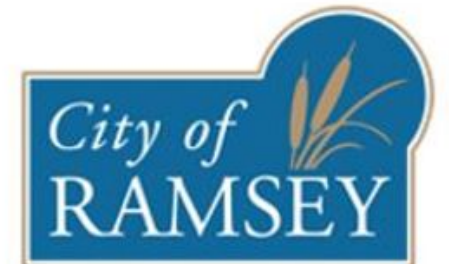
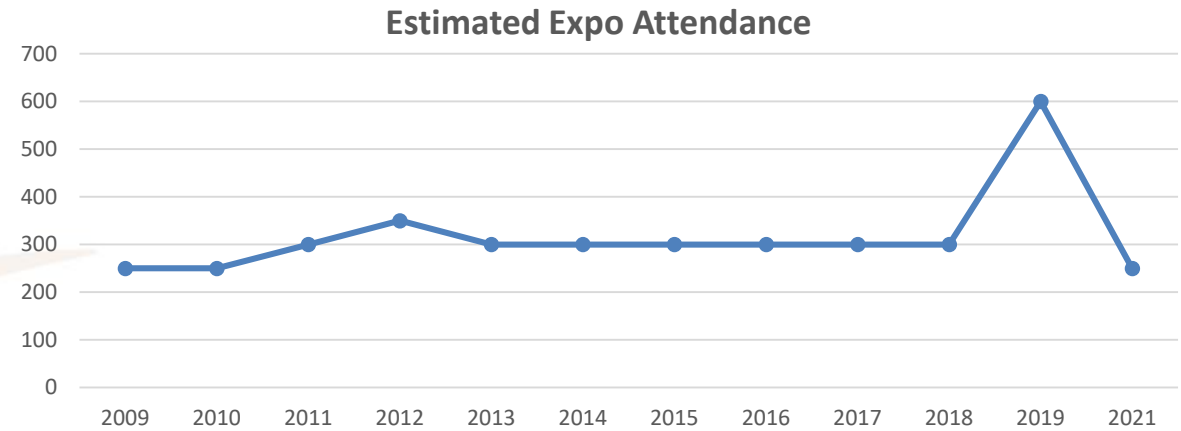
- *Good place to have event*
- *Well organized!*
- *Great day!*
- *Amazing!*
- *Traffic flow low*



BUSINESS EXPO ANALYSIS 2009-2021

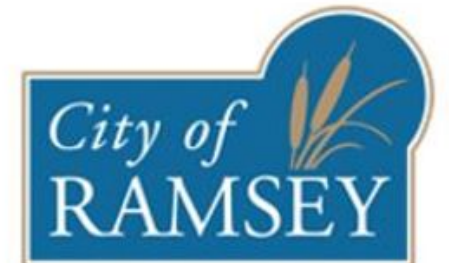


**Postponed due to COVID/Held in October*



BUSINESS EXPO 2022

- Staff Recommendations & Input for 2022
 - Select venue as Adrenaline Sports Center
 - Reserve April x, 2022
 - Allocate \$5000 for event (increase from \$4000)
- Questions?
- Comments?



2021 EDA Business Expo Budget

		Acct 9230-6249		-6246 Marketing	
EXPENSES	Details	2019 Actual	2021 Projected	2021 Actual	Notes:
Venue-Adrenaline Sports Ctr		\$ (800.00)	\$ (800.00)	\$ (800.00)	
Electricity / Venue	Venue Charge \$75/booth (max \$500)		\$ (500.00)	\$ (500.00)	
Booths: Pipe/Draping, Tables, Chairs, set up, take down	Cenaiko Expo w/\$175 weekend pick up	\$ (6,237.00)	\$ (2,335.00)	\$ (949.50)	Total for 2021 is \$2117 - \$1,167.50 (2020 credit) = \$949.50 Balance due
Giveaway at door	2020 - Ace Sales 400 bags x 1.72/bag + \$79 Shipping	\$ (787.50)	\$ (1,000.00)	\$ -	500 bags from 2020 so \$0 expense for 2021
Express Signs	5 signs	\$ (675.00)	\$ (725.00)	\$ (725.00)	
Inky Elf - 4 Sandwich board signs	8 - 2' x3' posters for 4 sandwich boards x \$24	\$ (192.00)	\$ (250.00)	\$ (180.00)	Used Inky Elf instead of Do All. Signs are reusable next year.
Shopper Ad space	Front page "A"section	\$ (150.00)	\$ (200.00)	\$ (183.00)	
Balloon Artist (A Touch of Magic)	Balloon Art/Airbrush tattoo	\$ (1,068.00)	\$ (964.00)	\$ (271.00)	Total for 2021 is \$1,235 - \$964 (2020 credit) = \$271 Balance due
Social media advertising	Facebook, Connexus, AAC, Explore MN online advertising	\$ -	\$ -	\$ -	
Do All - parking sign covers*	20 covers, rush 12	\$ (150.00)	\$ -	\$ (288.00)	Reuseable for future events
Pin boards (2)	29"x 66" on wheels (\$25/show)		\$ (50.00)	\$ -	Included in Cenaiko fees above
Misc. Supplies	Candy, Water, hand sanitizers	\$ (62.09)	\$ (100.00)	\$ (58.74)	
Total Expenses		\$ (10,121.59)	\$ (6,924.00)	\$ (3,955.24)	
REVENUES					
Applications		\$ 3,690.00	\$ 2,700.00	\$ 2,760.00	Based on 29 Ramsey businesses @\$50 fee, 15 Non-Ramsey Businesses @\$75
Electrical hookup	Based on 2019: 14 booths		\$ 210.00	\$ 150.00	\$15 elec fee x 10 booths
EDA allocation		\$ 7,000.00	\$ 4,000.00	\$ 4,000.00	
Total Revenues		\$ 10,690.00	\$ 6,910.00	\$ 6,910.00	
BALANCE:		\$ 568.41	\$ (14.00)	\$ 2,954.76	
	<i>Fees Charged</i>		<i>Ramsey</i>	\$60	\$50
			<i>Non-Ramsey</i>	\$75	\$75
Inputs/estimated		# Booths	61	54	
Public/Non Profit		No Fee Booths		5	

2021 Booth fees waived for: City of Ramsey, Anoka Co Water Task Force, Rum River Art Center, Touch of Magic, Bob FM (free ad)

Economic Development Authority (EDA)

4. 3.

Meeting Date: 11/18/2021**Submitted For:** Sean Sullivan, Community Development**By:** Sean Sullivan, Community Development**Title:**

Approval of 2022 Business Network Meeting

Purpose/Background:

The purpose of this case is to allocate a budget, approve the program, and to select a date for the 2022 Business Network Meeting.

Staff was directed to begin planning for the 2021-2022 Business Network Event. The EDA identified the Hwy 10 Corridor Construction projects and its impact on Ramsey Businesses as the featured topic for the 2021-2022 meeting. The City would also provide a development / city update as part of this meeting. The EDA was also open to find a keynote speaker if Staff was able to identify one that would complement the presentation. Unfortunately, Staff was not able to identify a keynote speaker for this year's event. As such, Staff is asking the EDA to keep this year's event simple and provide a breakfast, networking opportunity, a robust Hwy 10 update, with Q & A (led by County Engineer Joe MacPherson and his team), a Commercial/Industrial Market Report by CBRE and, of course, a City Update. The event has been pushed to January due to some key approvals (preferred layout, environmental review) for the Hwy 10 project not being completed until late December. Staff wanted to give sufficient time to Mr. MacPherson to put together a meaningful presentation.

Notification:

N/A

Observations/Alternatives:

Staff is excited to go back to an in person event. Traditionally, the event has been held at the Fountains of Ramsey and this venue has served the event well. Staff looked at other venues (i.e. Adrenaline) but felt that this one provided a comfortable atmosphere fitting for the networking event. In addition, the onsite catering (Kitchen Table) makes this an easy venue to manage. The only city cost for this event is the venue and breakfast. Based on previous cost and past attendance of about 130 people at this venue, staff is asking for an allocation of \$5,000 for this event to have flexibility if the number of attendees exceed 130 and if an audio system needs to be rented (See proposed budget and invoice).

The Business Network Event has traditionally has a start time of 8 AM and usually runs for just over an hour. Staff has consulted with County Engineer, Joe MacPherson and Brian Pankratz from CBRE and they are available the week of January 24, 25 and 26. The Hwy 10 presentation would include timing for all aspects of the project in Anoka and Ramsey as well an opportunity to ask questions. Traditionally this event has been held on a Tuesday but Staff and Mr. MacPherson are open to other days of the week.

City Staff (Sullivan, Ulrich, Others) would also put together a City presentation and be available for some questions on relevant topics. Included in the City presentation, or potentially separate, a Commercial Industrial Market report from Brian Pankratz from CBRE would also be given.

Staff is proposing the following agenda:

1. Networking & Breakfast - Will have displays set up with Hwy 10 intersections and alignments
2. Welcome & Introductions
3. City Update – City of Ramsey - City Staff
4. Market Update - Brian Pankratz - CBRE (Could be included in City update)

- 5. Highway 10 Presentation and Q & A: - Joe MacPherson – Anoka County Highway Engineer and Team
- 6. Closing Remarks

Funding Source:

EDA allocation of \$5,000 from 9230-6249 (Operating) and 9230-6246 (Marketing)

Recommendation:

Staff recommends the following actions:

- 1) Allocate \$5,000 for the 2022 Business Network Meeting.
- 2) Approve the proposed Agenda
- 3) Select Business Network Meeting date of January X, 2022

Action:

Motion to:

- 1) Allocate \$5,000 for the 2022 Business Network Meeting
- 2) Approve the proposed Agenda
- 3) Select Business Network Meeting date of January X, 2022

Attachments

Proposed Budget - Biz Network Meeting

Quote for Food from Kitchen Table

Form Review

Inbox

Sean Sullivan (Originator)
Bruce Westby
Brian Hagen
Kurt Ulrich
Form Started By: Sean Sullivan
Final Approval Date: 11/12/2021

Reviewed By

Sean Sullivan
Bruce Westby
Brian Hagen
Kurt Ulrich

Date

11/10/2021 02:59 PM
11/10/2021 02:59 PM
11/12/2021 08:07 AM
11/12/2021 09:51 AM
Started On: 11/08/2021 08:08 PM

2022 Projected Budget - Business Network Meeting

EXPENSES		Plan	Actual
Breakfast- Kitchen Table	\$	2,350.00	
Linens	\$	280.00	
Room Cleaning Fee	\$	200.00	
Service Charge	\$	652.00	
Sales Tax	\$	248.09	
Subtotal	\$	3,730.09	\$ -
Room Rental	\$	300.00	
Per Person Charge	\$	130.00	
Contingency (sound,Mkt)	\$	500.00	
Total	\$	4,660.09	\$ -
REVENUES			
EDA Allocation		\$5,000	
BALANCE	\$	339.91	

Menu: scrambled eggs, bacon, sausage, ham, cheesy potatoes, fruit platters, mini danishes, coffee, orange juice, water



INVOICE

BILLED TO:
City of Ramsey (Quote)

Invoice No. 148
Nov 10th, 2021

Description		Amount Due
Linens	Total	\$ 280
Room Cleaning Fee	Total	\$ 200
Food	Total	\$ 2350
Room Rental	Total	\$ 300 (no tax)
Fountains of Ramsey Charge	Total	\$ 130 (Per person charge)
Service Charge	Total	\$ 652
Sales Tax	7.125%	\$ 248.32

Please make payments to:

Kitchen Table

Food Served: Scrambled eggs, cheesy hash browns, ham, bacon, sausage, fresh fruit, coffee, water, apple juice and orange juice.

Total Amount

\$4160.32