

**City of Ramsey**  
**Agenda**  
**Economic Development Authority (EDA)**  
**Thursday, July 14, 2022**  
**7:30 am**  
**Council Chambers, 7550 Sunwood Drive NW**

Remote Attendance available at [www.cityoframsey.com/meetings](http://www.cityoframsey.com/meetings).  
Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. **Call to Order**
2. **Approve Agenda**
3. **Approve Minutes**
  1. Approve Meeting Minutes for June 9, 2022
4. **EDA Business**
  1. Consider First Amendment to Purchase Agreement for Parcel 50; Case of Java Properties
  2. Consider Application for Sign and Awning Program: Miss Iz Ice Cream LLC
5. **Member/Staff Input**
6. **Adjournment**

**Economic Development Authority (EDA)**

**3. 1.**

**Meeting Date:** 07/14/2022

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

**By:** Wendy Schlueter, Community Development

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**Title:**

Approve Meeting Minutes for June 9, 2022

**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 June 9, 2022 meeting minutes.

**Action:**

Motion to approve June 9, 2022 EDA meeting minutes.

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**Attachments**

[EDA Minutes](#)

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**Form Review**

**Inbox**

Sean Sullivan

Brian Hagen

Form Started By: Wendy Schlueter

Final Approval Date: 07/05/2022

**Reviewed By**

Sean Sullivan

Brian Hagen

**Date**

06/17/2022 09:33 AM

07/05/2022 04:27 PM

Started On: 06/16/2022 12:01 PM

**ECONOMIC DEVELOPMENT AUTHORITY  
CITY OF RAMSEY  
ANOKA COUNTY  
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, June 9, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:     Chairperson Michael Olson  
                          Member Chelsee Howell  
                          Member Rachal Johnson  
                          Member Chris Riley  
                          Member Shanna Stewart  
                          Member Scott Wiyninger (remote attendee)

Members Absent:     Member William MacLennan

Also Present:         Sean Sullivan, Economic Development Manager

**1.     CALL TO ORDER**

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

**2.     APPROVE AGENDA**

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

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Member Wiyninger	aye
Chairperson Olson	aye
Member Johnson	aye
Member Stewart	aye

Motion carried.

**3.     APPROVE MINUTES**

**3.01:   Approve Meeting Minutes Dated May 12, 2022**

Motion by Member Riley, seconded by Member Howell, to approve the May 12, 2022 minutes as presented.

A roll call vote was performed:

Member Stewart	aye
Member Johnson	aye
Chairperson Olson	aye
Member Wiyninger	aye
Member Riley	aye
Member Howell	aye

Motion carried.

#### **4. EDA BUSINESS**

##### **4.01: Highway 10 Construction Project Presentation**

Economic Development Manager Sullivan introduced the members present to provide presentations.

Kent Barnard, MnDOT, provided an overview of projects in the area and an overview of the Anoka Highway 10 project.

Codie Leseman, MnDOT, reviewed the business and stakeholder engagement that has been completed thus far as well as the engagement that will continue forward. He stated that his focus has been on business engagement while other members of the communications team handle communications with the County, City, and residents.

Economic Development Manager Sullivan commented that information is helpful as the City will need to develop a communications plan for the Ramsey project. He explained that the Anoka project is MnDOT led, with the Ramsey project will be County led.

Member Riley recognized the difference between the lead agencies. He noted that residents have mentioned the end date of 2023/2024, which is true for the Anoka portion of the project but commented that will lead directly into the Ramsey project, therefore that time length is not correct.

Mr. Leseman confirmed that on the overview of projects in the area the other area projects are included but agreed that they could be more specific in that time length. He reviewed a broad overview of 2022 work zone and closures. He provided details on the Thursday meetings they have been holding and other methods where stakeholders can gain updates and information.

Mr. Barnard commented that Mr. Leseman's involvement is more on the business side, and he provided details on the communications plan they are following with residents including the use of social media.

Mr. Leseman provided additional details on the low clearance alerts that will begin in July through November 2023, limiting clearance to less than ten feet. He also reviewed what to expect during

the winter months and through spring of 2024. He stated that the Anoka project will be completed by spring of 2024. He also provided contact information and explained how they follow up to input received from businesses and stakeholders.

Jason Orcutt, project manager for the Ramsey Highway 10 project, noted that he was the lead for the Armstrong interchange project as well and therefore is familiar with completing projects in Ramsey. He reviewed the proposed improvements for the Ramsey Highway 10 project and needed right-of-way. He noted the flexibility of design which has allowed them to downsize the needed right-of-way and impacts to businesses. He stated that this time they are at 60 percent design and reviewed the proposed staging for the project. He stated that there will be a communications person brought on board for the project to ensure that there are good lines of communication. He stated that the next open house will be June 29<sup>th</sup>, with businesses hosted in the morning and general public in the afternoon/evening.

Economic Development Manager Sullivan referenced the businesses north of Highway 10 that currently have individual access and asked when it would be anticipated to convert that access to a frontage road.

Mr. Orcutt commented that will occur once the frontage road is constructed. He noted that the businesses will always have access during the project.

#### **4.02: Consider Contracting Services for Traffic Count Updates in COR and Surrounding Area**

Economic Development Manager Sullivan presented the staff report.

Chairperson Olson asked if the Highway 10 construction would impact the numbers.

Economic Development Manager Sullivan commented that they could follow up once the project is completed as well, noting that the City was previously collecting this data every two years but was delayed because of COVID and its impacts. He noted the large residential projects and industrial developments that have been completed since the last count was done in 2017.

Member Riley asked if Bunker Lake Boulevard would be counted in this work, as his driving is focused along Bunker rather than Highway 10 at this time.

Economic Development Manager Sullivan highlighted the area that would be included in the counts.

Member Riley commented that sometimes businesses use this information, but others complete the counts themselves. He asked if this information would be used.

Economic Development Manager Sullivan commented that while traffic counts from the County are available, this provides more accurate local numbers. He stated that this type of information is helpful to share with businesses that may be interested in coming to Ramsey and is also helpful information for the City to have.

Motion by Member Wiyninger, seconded by Member Howell, to recommend to City Council to Contract Services to update traffic counts for the COR and surrounding area.

Further discussion: Member Johnson stated that the traffic patterns have changed because of the highway construction and asked if there is a way to isolate the Bunker segment to identify that increase. She commented that the results would most likely be skewed as Bunker is a main access during construction. Economic Development Manager Sullivan confirmed that there would be detailed information at each intersection. He noted that this would provide the City with good data on how people are getting to where they are going.

A roll call vote was performed:

Member Stewart	aye
Member Johnson	aye
Chairperson Olson	aye
Member Wiyninger	aye
Member Riley	aye
Member Howell	aye

Motion carried.

#### **4.03: Receive 2022 Business Expo Summary and Select 2023 Venue and Date**

Economic Development Manager Sullivan presented the staff report.

Member Johnson asked if there are any holidays around the two dates proposed.

Economic Development Manager Sullivan replied that there are not any holidays around those dates and staff is not yet aware of any overlapping events.

Member Howell commended staff for their hard work in running a successful event.

Member Stewart noted the low marketing score and asked if there is a plan to improve that.

Economic Development Manager Sullivan replied that the marketing score was 4.7 out of 5, which is very high.

Member Stewart stated that she would link that result to traffic flow.

Economic Development Manager Sullivan stated that they reduced the scale by a few booths to improve the flow of traffic within the building. He stated that they added Facebook for marketing and believe that helped as the attendance was up this year.

Chairperson Olson asked if the comments are tracked year to year to determine if there have been improvements.

Member Stewart asked for clarification on what traffic flow means.

Economic Development Manager Sullivan recognized that traffic flow can mean different things to vendors and stated that perhaps a better question is developed. He stated that he interpreted it as the number of people getting to a booth.

Chairperson Olson stated that overall, they were great scores and a great event.

Motion by Member Johnson, seconded by Member Stewart, to select Adrenaline Sports Center as the home of the 2023 Business Expo and to reserve the venue for April 22 or April 29 and to allocate \$5,000 from the EDA.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Member Wiyninger	aye
Chairperson Olson	aye
Member Johnson	aye
Member Stewart	aye

Motion carried.

## **5. MEMBER / STAFF UPDATE**

Economic Development Manager Sullivan provided an update on recent and upcoming development activity.

## **6. ADJOURNMENT**

Motion by Member Johnson, seconded by Member Stewart, to adjourn the meeting.

A roll call vote was performed:

Member Stewart	aye
Member Johnson	aye
Chairperson Olson	aye
Member Wiyninger	aye
Member Riley	aye
Member Howell	aye

Motion carried. Voting Yes: Chairperson Olson, Members Howell, Johnson, MacLennan, Riley, Stewart, and Wiyninger. Voting No: None. Absent: None.

The regular meeting of the Economic Development Authority adjourned at 8:47 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.*

DRAFT

**Economic Development Authority (EDA)**

**4. 1.**

**Meeting Date:** 07/14/2022

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

**By:** Sean Sullivan, Community Development

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**Title:**

Consider First Amendment to Purchase Agreement for Parcel 50; Case of Java Properties

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider amending the Purchase Agreement with Java Properties LLC to extend the Inspection Period 180 days.

**Background:**

The City entered into a Purchase Agreement with Java Properties, LLC on December 15, 2021 to purchase and develop approximately 7 acres located South of Casey's General Store and O'Reilly Auto Parts. The Inspection Period Ended on June 15, 2022. The City received the request for the extension on June 14, 2022 prior to the Inspection Period ending. During the Inspection Period more information relating to the timing of the Hwy 10 project, specifically the Ramsey Blvd interchange, was shared with the developer. Coordination with the City and Anoka County for timing and cost of construction of the necessary turn lane from Ramsey Boulevard to Veteran's Drive and the closure of Ramsey Boulevard from Hwy 10 in 2025 are factors that need more time to be resolved. The Developer is asking the City for an extension of 6 months at the cost of \$5,000 in Additional Earnest Money to re-evaluate the project and better define project costs. Staff is supportive of this request.

**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 or other user. 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 Peridot St and to help pay for the Extension of Veteran's Drive but these costs have not been defined. The impacts of the Highway 10 project and definition of project costs have been cited as a reason for the developer to take more time to evaluate the project before it is comfortable giving a Notice To Proceed. The construction of a right turn lane to Veteran's Drive and Ramsey Boulevard being closed for a period of time in 2025 specifically are impacting this potential project. The only changes being requested to the purchase agreement include the following:

- 1) 180 Extending the Extension Period from June 15, 2022 to December 15, 2022.
- 2) Provision of \$5,000 in Additional Earnest Money. (total of \$15,000)

Alternatives include:

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

**Action:**

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

**Attachments**

Site Location

ACTION- Term Sheet Revised Redline

ACTION - First Amendment to Purchase Agreement - Java

REFERENCE - Current Purchase Agreement (Executed)

Java Development Concept - Parcel 50

Coffee Shop Graphic

Car Wash Graphic

**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Brian Hagen  
Form Started By: Sean Sullivan  
Final Approval Date: 07/05/2022

**Reviewed By**

Sean Sullivan  
Brian Hagen

**Date**

07/01/2022 03:29 PM  
07/05/2022 04:32 PM  
Started On: 06/30/2022 01:53 PM

# Parcel 50 - Available Land



**Parcel Information:**    Approx. Acres: 6.75  
                                 Commissioner: MATT LOOK

RAMSEY  
MN 55303  
Plat:

**Owner Information:**



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 COMPANIES L.L.C. - Parcel 50A – ~~7/14/22~~8/21

<b>Real Estate</b>	Tax ID Number: Portion of 28-32-25-41-0020. Part of Outlot A, Java Auto Parts (Part of Parcel 50a)
<b>Purchase Structure:</b>	<u>Phase I</u> with an Option on <u>Phase II</u> (see Exhibit A)
<b>Acreage</b>	Approximately + / - 6.97 acres or (303,613 SF) Subject to Final Plat
<b>Asking Price</b>	\$1,518,065 (\$5.00 / SF) (SF Subject to change based on approved Plat)
<b>Offer Price</b>	\$4.50 per SF (\$1,366,258) (SF Subject to change based on approved Plat) for both Phase I and Phase II
<b>Earnest Money</b>	\$10,000 Non-refundable upon <b>Notice to Proceed</b> being executed. Additional Earnest Money will need to be provided for Phase 2. <u>An additional Non-refundable \$5,000 upon Notice to Proceed being executed</u>
<b>Inspection Period</b>	<del>360</del> 180 days from <del>the later of Effective Date (Date City Council approves) December 15, 2021 or a fully executed PA is delivered to buyer</del> (city requires plat/ site plan approval before sale)  ***Inspection period will be increased 180 days per Lot closing (see Exhibit A for Lots)
<b>Closing</b>	Within 30 days of Notice to Proceed.
<b>Commission</b>	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.
<b>Extensions to Close</b>	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)
<b>City take care of</b>	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.
<b>Performance</b>	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

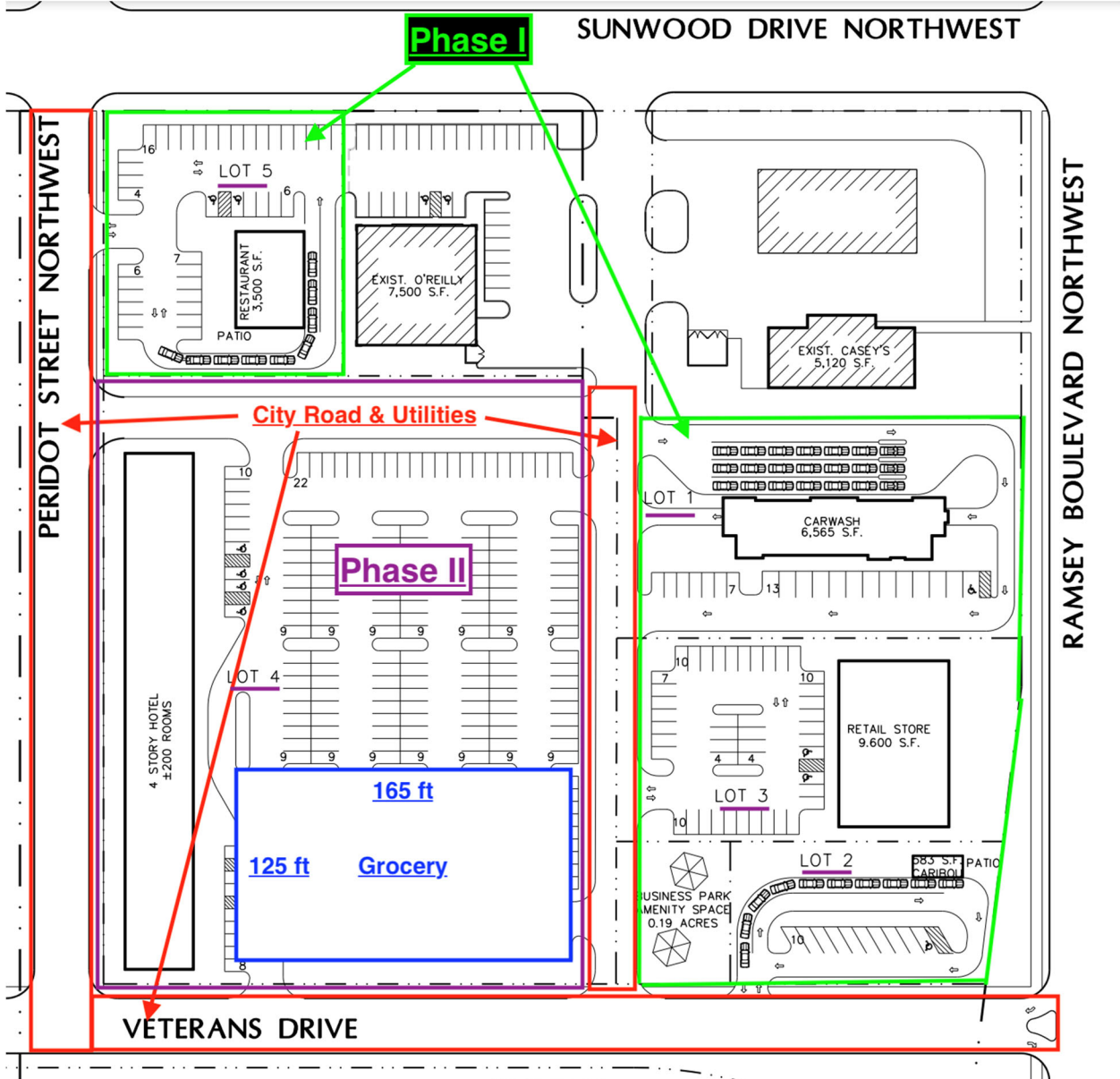
Lot 5                      20,000

**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~~TBD): Land Use, Development Agreement, Site Plan, Plat  
City Council: Final Approval on both items

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



**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 **Java Companies, L.L.C.** and/or its assigns, a Minnesota Limited Liability Company (“Buyer”), with an Effective Date of December 15, 2021.

Recitals

- 1. EFFECTIVE DATE.** The Effective Date remains December 15, 2021.
- 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.** The Buyer has deposited the sum of \$10,000.00 (the “Earnest Money”) with Servion Title (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent. The Buyer shall deposit the sum of \$5,000 (the “Additional Earnest Money”) with the Escrow Agent in addition to the \$10,000.00 of Earnest Money previously submitted.
- 5. INSPECTION PERIOD.** Buyer desires to extend the Inspection Period from June 15, 2022 to December 15, 2022.

Agreement

- 1. AMENDMENT APPROVAL.** Buyer and Seller hereby approve this First Amendment to Purchase Agreement as modified by the above Recitals, which are hereby incorporated herein.
- 2. REMAINING TERMS.** All other provisions of the Purchase Agreement 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: City of Ramsey**, a Minnesota municipal corporation

By: \_\_\_\_\_  
Mark E, Kuzma, Mayor

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Brian Hagen, City Administrator

Dated: \_\_\_\_\_, 2022

**BUYER: JAVA COMPANIES L.L.C.**

By: \_\_\_\_\_  
Mark Krogh, Chief Manager

Dated: \_\_\_\_\_, 2022

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Java Companies, L.L.C. & 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 **December 15, 2021** (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 or other title company that is mutually agreed upon (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - 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.
  - 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 **June 15, 2022** (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](mailto:kulrich@cityoframsey.com)

Buyer: Java Companies, LLC & or Assigns.  
Mark R. Krogh  
879 Scheffer avenue  
St Paul, MN 55102  
Email: [andy@javacompanies.com](mailto:andy@javacompanies.com) and [mark@javacompanies.com](mailto: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: \_\_\_\_\_, 2021

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

Dated: \_\_\_\_\_, 2021

**BUYER: JAVA COMPANIES L.L.C. & OR ASSIGNS**

By: \_\_\_\_\_  
Mark Krogh, Chief Manager

Dated: \_\_\_\_\_, 2021

**Exhibit A**

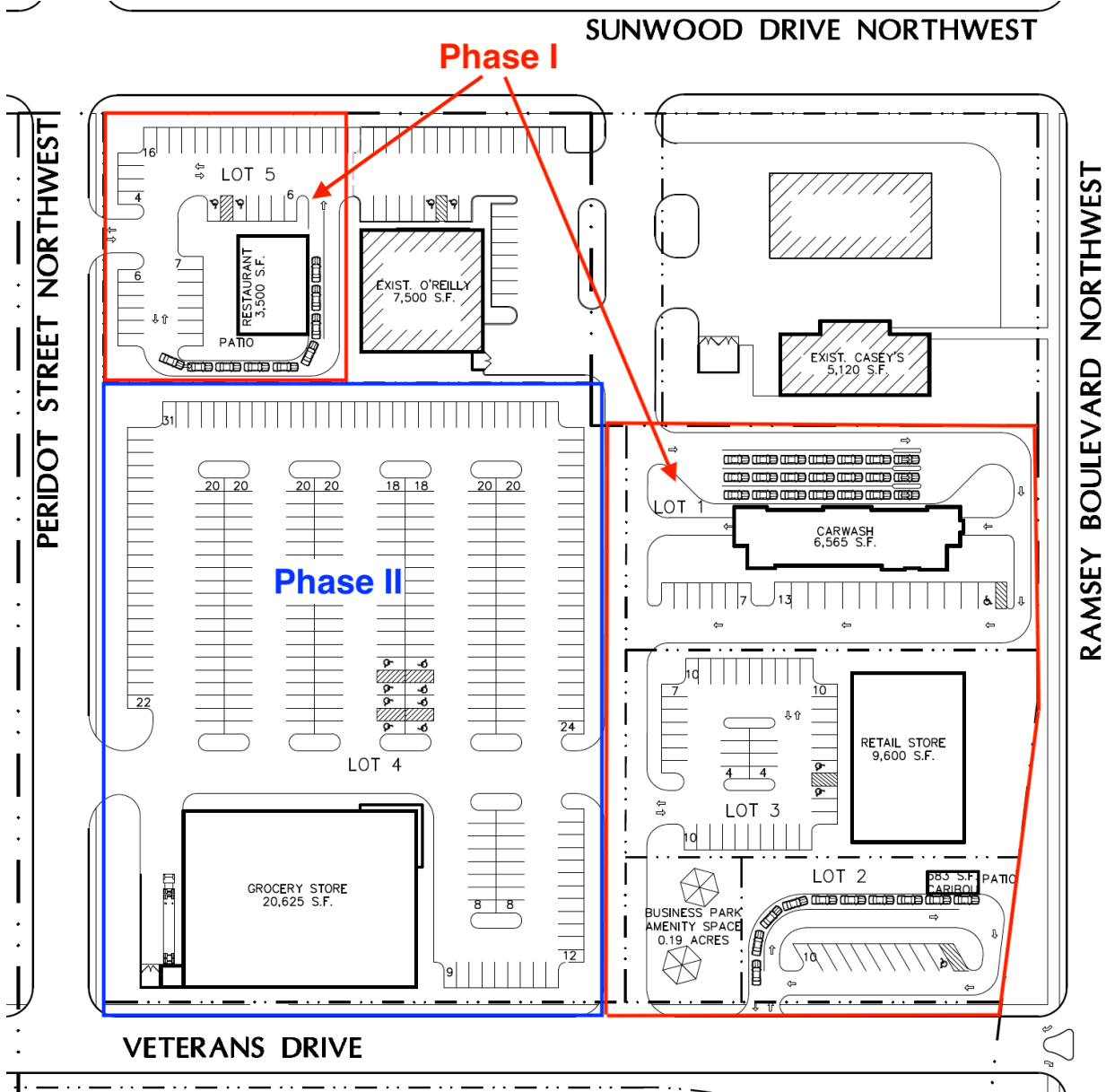
**Legal Description**

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”)  
approximately 6.97 acres (303,613 SF)

**Exhibit B**



SUNWOOD DRIVE NORTHWEST

RAMSEY BOULEVARD NORTHWEST

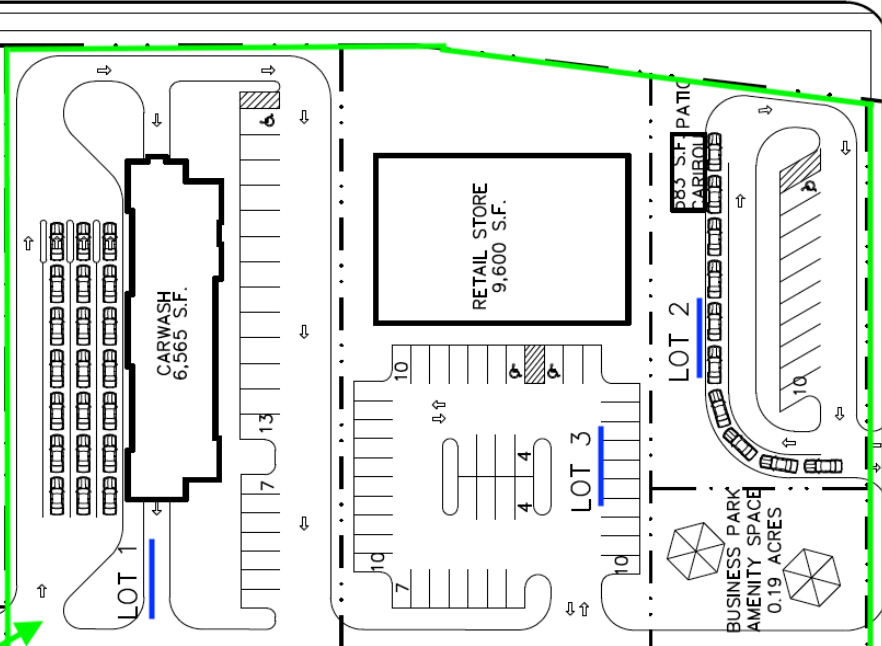
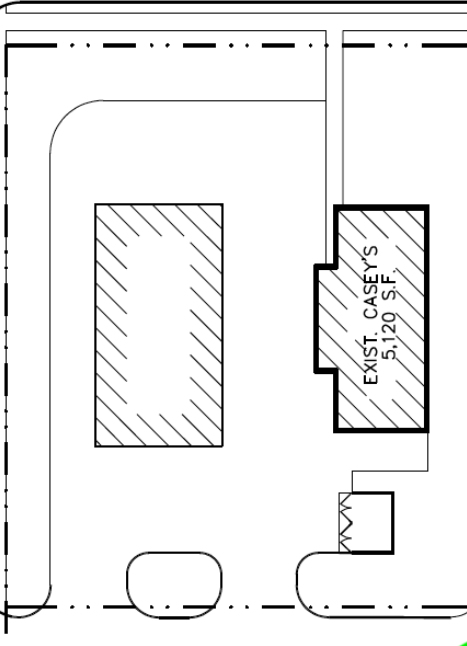
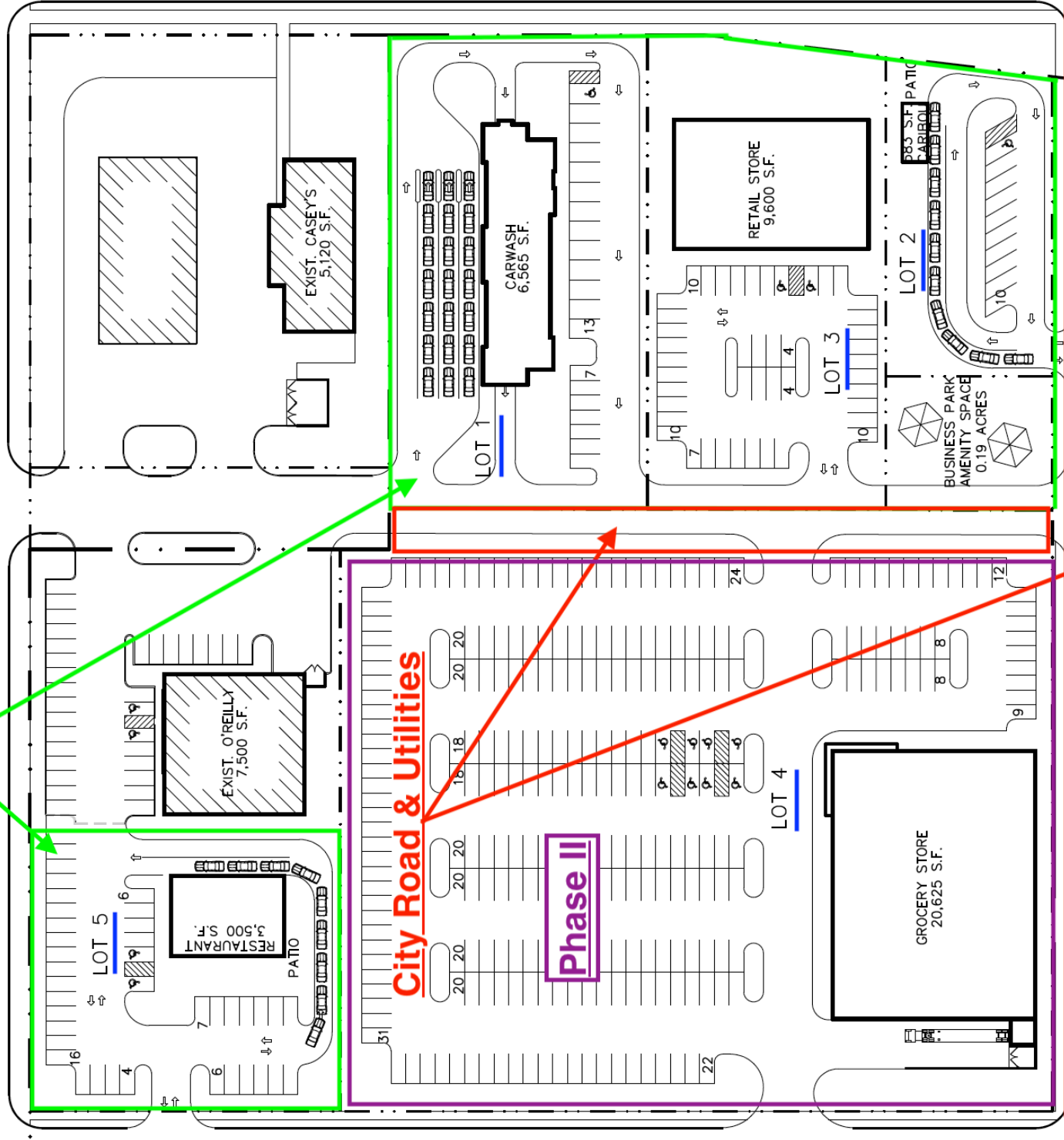
PERIDOT STREET NORTHWEST

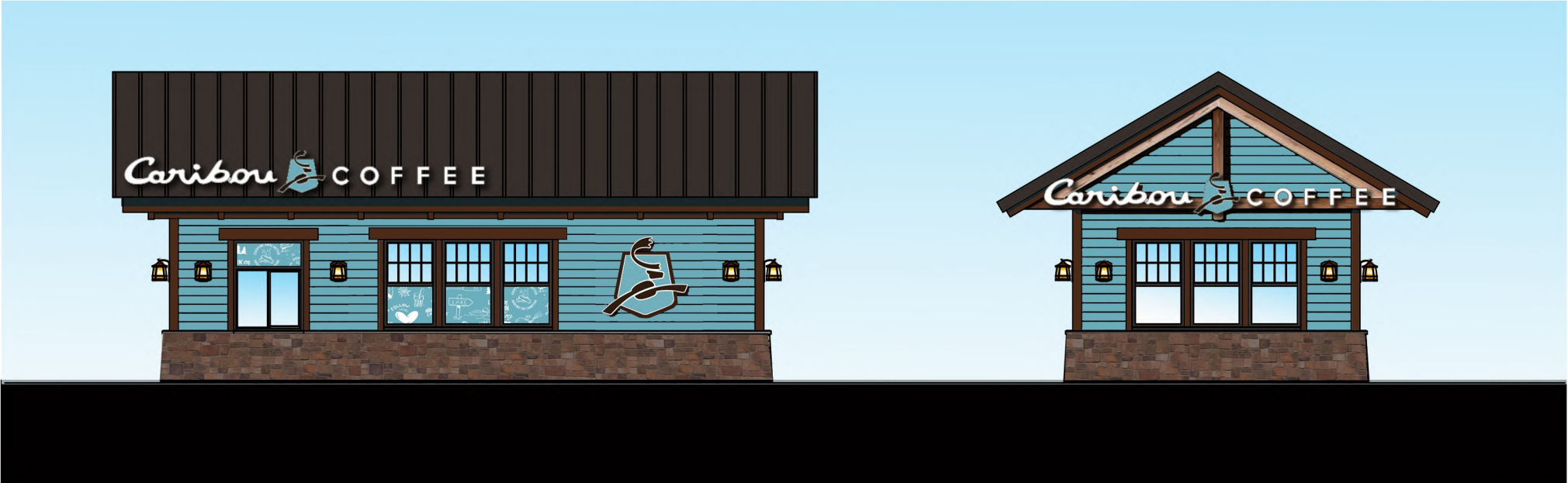
VETERANS DRIVE

**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







Mister

Mister

2976





**Economic Development Authority (EDA)**

4. 2.

**Meeting Date:** 07/14/2022

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

**By:** Sean Sullivan, Community Development

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**Title:**

Consider Application for Sign and Awning Program: Miss Iz Ice Cream LLC

**Purpose/Background:**

**PURPOSE**

Consider Recommendation to approve Miss Iz Ice Cream LLC Sign and Awning Program request.

The City of Ramsey City Council adopted the Restaurant Subsidy: Sign and Awning Program on July 24, 2018 per Resolution #18-158. This program along with the SAC and WAC deferral loan program was part of an initiative to encourage more investment in new restaurants in the City of Ramsey. To date, only the Kitchen Table and Alison's Petite Pastries have been granted funds from the Sign and Awning Program.

Staff has been working with Miss Iz Ice Cream this year to open up a new shop at 14050 St Francis Blvd NE, Suite B2 (Former Papa Murphy's location). The business will operate as a 50's theme ice cream / soda shop with counter service period decor and seating

Staff has received a complete application and is looking for the EDA to consider a recommendation to consider this grant request for \$1,500 from the Sign and Awning Program.

**Notification:**

N/A

**Observations/Alternatives:**

Miss Iz Ice Cream has signed a Five-year lease in Ramsey Town Square at 10450 St. Francis Boulevard NW Suite B2. Staff is viewing this new ice cream business as a new restaurant due to the onsite seating options and proposed operation of its business. This business is unique as well and brings a new restaurant type to the community. The applicant has received two bids for the onsite signage. Staff is looking for confirmation by the EDA that this business is eligible for the Restaurant Sign and Awning Program and support by the EDA of the grant request of \$1,500.

**Alternatives Include:**

- 1) EDA recommendation to City Council to Approve \$1,500 in Assistance from the Sign and Awning Program for Miss Iz Ice Cream
- 2) EDA recommendation to City Council to Deny \$1,500 in Assistance from the Sign and Awning Program for Miss Iz Ice Cream.
- 3) Something Else.

**Funding Source:**

Funding would come from the EDA 9230.6246 (marketing). The Applicant is requesting a \$1,500 grant from the City Sign and Awning Program. This is the maximum allowable amount proposed under the program guidelines. The total estimated cost of the project is approximately \$11,000. Miss Iz Ice Cream would be responsible for the balance.

**Recommendation:**

Staff recommends approving a \$1,500 grant from the Sign and Awning Program for Miss Iz Ice Cream.

**Action:**

Motion to recommend that the City Council approve a \$1,500 grant from the Sign and Awning Program for Miss Iz Ice Cream.

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**Attachments**

ACTION - Miss Iz Ice Cream Application and Attach

REFERENCE - Adopted Sign And Awning Program Policy

REFERENCE - Resolution #18-158

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**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Brian Hagen  
Form Started By: Sean Sullivan  
Final Approval Date: 07/05/2022

**Reviewed By**

Sean Sullivan  
Brian Hagen

**Date**

07/01/2022 04:18 PM  
07/05/2022 04:30 PM  
Started On: 06/27/2022 11:52 AM

# Restaurant Subsidy: Sign and Awning Program Application

Business Owner:

Jess Pratt

Property Owner/Management Contact Name:

Gregg Sutherland - Ramsey Towne Sq.

Business Name:

Miss 12 Ice Cream

Address to be improved:

1450 St. Francis Blvd. Ramsey

Phone(s): 763-350-5055

Email: Jess@miss12icecream.com

Short Project Description:

New Signage on exterior - light-up

Total Improvement Cost: \$11,000 Grant Request: \$1,500

Contractor Name Bid Amount

- Indigo - \$6100 cabinet sign \$11095 channel letters
- JDI - \$ 7,779.41 Channel Letters

Your application is not complete if you do not include:

1. Minimum two bids

(If you are doing the work yourself, attach a copy of the material costs on letterhead from the material supplier)

1. Sketch/Image of Project
2. Sign Permit

(You may apply without a permit, but EDA staff must receive it prior to disbursing funds)

3. W-9 Form
4. Photograph(s) of building prior to improvement

I AGREE with and UNDERSTAND the following:

I have read and am within the guidelines for the Sign & Awning Grant Program. I understand that if any information is incorrect or incomplete, my chances of receiving funding will be delayed and/or hindered.

Prop. Owner/Mgmt Name: Gregg Sutherland - Ramsey Town Square

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Name: Jess Pratt

Signature: Jessica Pratt

Date: 7/1/22

Applications will be reviewed in the order they are received.

Quote # 88382

Miss Iz Ice Cream

Ramsey, MN

Project Manager:  
Russ Anderson

Drawn by: GAN

Page Scale: 3/4" = 1' 0"  
Page Size: 11 x 17

X

Drawing Date: 6/28/2022  
Rev1 Date:  
Rev2 Date:

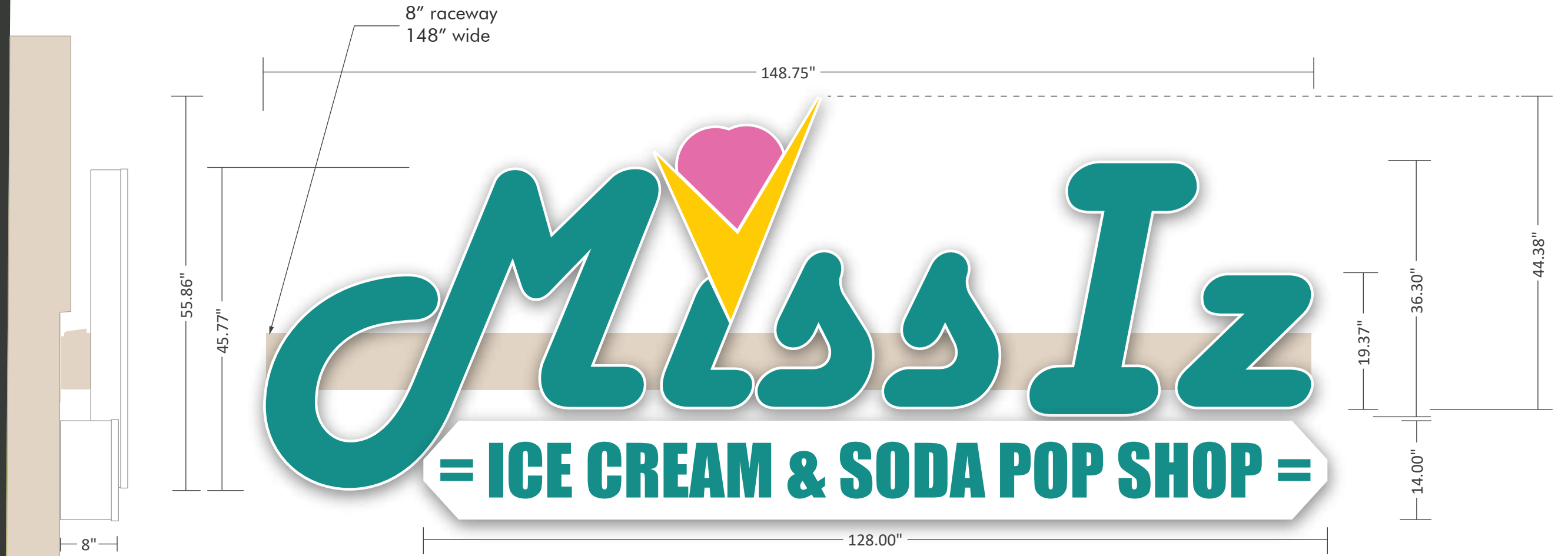
**NOTICE**

ALL SIGNS MANUFACTURED  
FOR 120v ELECTRICAL SERVICE  
UNLESS OTHERWISE NOTED

File location: Sharepoint\M\Miss Iz Ice Cream\  
Working Sketch Files\Ramsey\_Channel\_88382

The ideas and designs contained in this original and unpublished drawing are the property of Indigo Signs and may not be used or reproduced in whole or part without written permission from Indigo Signs.

Due to the limitation of the printing process, the colors shown may not reflect actual colors.



**Illuminated Channel Letters**

Lighting Direction: Face-Lit

Faces: Acrylic, white; with vinyl overlay

• Turquoise 3630-236

• Pink 3630-108

• Yellow 3630-015

Backs: 0.063 inch aluminum

Trimcap: White

Returns: White; 5 inch depth & 8 inch depth (pillbox)

Mounting: Raceway (letters), Remote (pillbox)

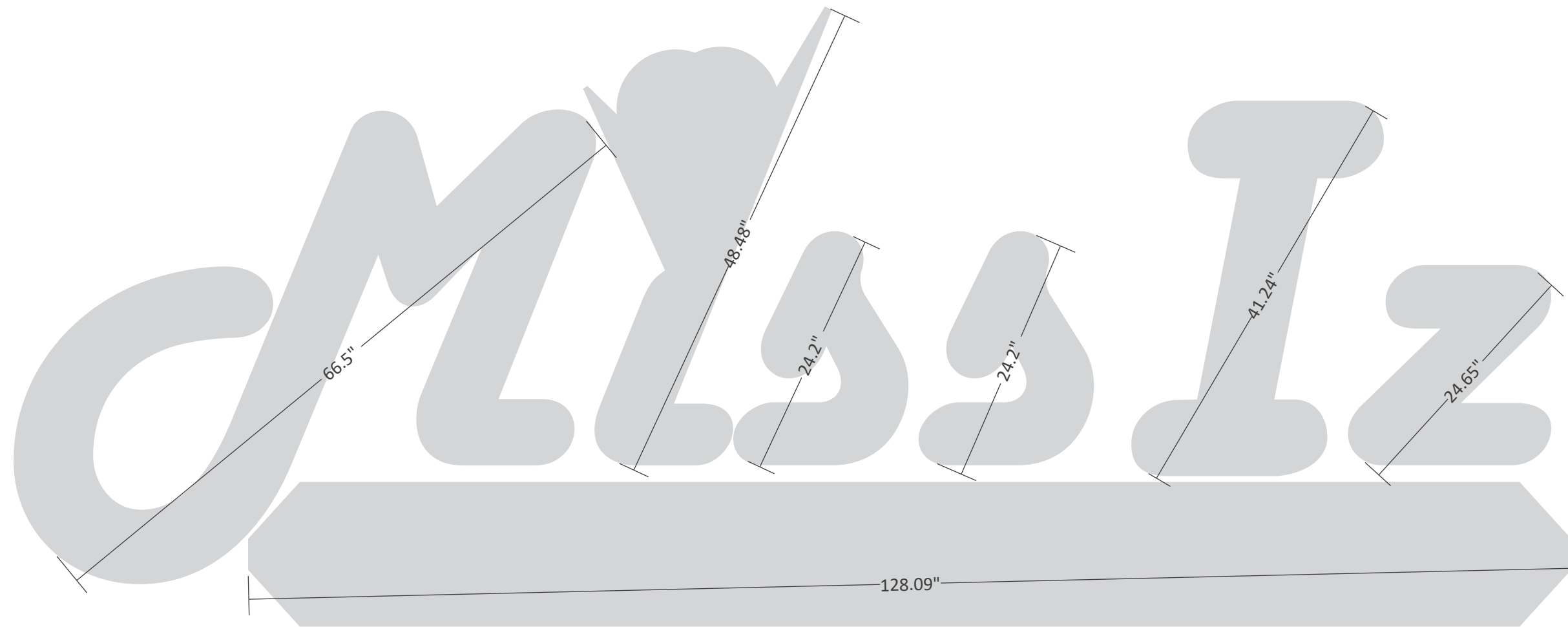
Raceway: 8 inch aluminum extrusion

• Paint to match building

# Miss Iz

= ICE CREAM & SODA POP SHOP =





Miss Iz Ice Cream & Soda Shop

- Fabricate & Install (1) new illuminated sign
- On Raceway to match building
- Please provide specific logo colors
- Fabricate (2) sets of graphics for pylon sign



(x1) Illuminated sign on Raceway



(x2) Tenant Panel Graphic for top half section



**CUSTOMER:** Miss Iz

**CREATION DATE:** 6.27.2022

**REVISION DATE:** XXXXXXXXXXXXX

**FILE PATH:** Daily Jobs/Miss Iz

**ARTIST:** Chad Honer

**SALESPERSON:** Michael Dick

**REVISIONS:** 0

**SPOT COLORS:** XXXXXXXXXXXXXXXX

**PROFILE:** XXXXXXXXXXXXXXXX

**SIGN TYPE:** XXXXXXXXXXXXXXXX

**FILE NAME:** Miss Iz Ice Cream - Exterior sign Concept 6.27.2022

6451 McKinley Street NW, Suite P. Ramsey, MN 55303 Office# 763.786.3825 Fax# 763.390.0512 www.jdisigns.com

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PO Box 1476 · Fargo, ND 58107-1476  
 1622 Main Avenue · Fargo, ND 58103  
 o: 701-297-9696 · f: 701-297-9696

# PROPOSAL

## Proposal #: 80295

**Proposal Date:** 07/01/22  
**Customer #:** CRM039873  
**Page:** 1 of 3

indigosigns.com

SOLD TO:	JOB LOCATION:
Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

INDIGO SIGNS - Chanhassen (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88382 Provide & Install: CATALOG CHANNEL LETTERS & LOGO	\$11,045.50	\$11,045.50

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$11,045.50**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit & Debit Card Transactions will be charged a 3.5% Transaction Fee. Indigo Signs accepts Checks, ACH, Credit Cards and Debit Cards.

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, CRATING AND/OR SHIPPING OR TAX UNLESS SPECIFICALLY STATED.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

**TERMS AND CONDITIONS**

- UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNS - Chanhassen MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
- BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
- IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



PO Box 1476 · Fargo, ND 58107-1476  
1622 Main Avenue · Fargo, ND 58103  
o: 701-297-9696 · f: 701-297-9696

# PROPOSAL

## Proposal #: 80295

**Proposal Date:** 07/01/22  
**Customer #:** CRM039873  
**Page:** 2 of 3

indigosigns.com

4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. INDIGO SIGNS - Chanhassen SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, FOR A PERIOD OF TWO YEARS (2) YEARS, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY WILL BE GUARANTEED FOR 60 DAYS FROM INSTALL DATE. LED LIGHTING AND POWER SUPPLIES WILL BE COVERED FOR AN ADDITIONAL 2 YEARS, EXCLUDING LABOR TO REPLACE THE COMPONENTS. LED ROPE LIGHTING WILL HAVE A 1 YEAR WARRANTY FOR COMPONENTS AND 90 DAYS FOR LABOR. THE COST OF LABOR WILL BE CHARGED AT STANDARD INDIGO SIGNS HOURLY RATES FOR REPLACEMENT AND TRAVEL. THIS WARRANTY DOES NOT APPLY TO VANDALISM, MISUSE, OR ACTS OF GOD.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



PO Box 1476 · Fargo, ND 58107-1476  
 1622 Main Avenue · Fargo, ND 58103  
 o: 701-297-9696 · f: 701-297-9696

# DEPOSIT INVOICE

Invoice #: **DP80295**

Inv Date: 07/01/22  
 Customer #: CRM039873  
 Page: 3 of 3

indigosigns.com

SOLD TO:	JOB LOCATION:
Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jess Pratt		Russ Anderson	06/24/22	50.0% Due Upon Receipt	08/01/22

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88382 Provide & Install: CATALOG CHANNEL LETTERS & LOGO	\$11,045.50	\$11,045.50
	TOTAL PROPOSAL AMOUNT		----- \$11,045.50
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		

PLEASE PAY THIS DEPOSIT AMOUNT:	<b>\$5,522.75</b>
---------------------------------	-------------------



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 1622 Main Avenue · Fargo, ND 58103  
 o: 701-297-9696 · f: 701-297-9696

# PROPOSAL

## Proposal #: 80294

Proposal Date: 07/01/22  
 Customer #: CRM039873  
 Page: 1 of 3

indigosigns.com

SOLD TO:	JOB LOCATION:
Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

INDIGO SIGNS - Chanhassen (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88383 Provide & Install: Illuminated Sign Cabinet	\$6,100.00	\$6,100.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$6,100.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit & Debit Card Transactions will be charged a 3.5% Transaction Fee.  
 Indigo Signs accepts Checks, ACH, Credit Cards and Debit Cards.

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, CRATING AND/OR SHIPPING OR TAX UNLESS SPECIFICALLY STATED.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

**TERMS AND CONDITIONS**

- UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNS - Chanhassen MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
- BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
- IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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1622 Main Avenue · Fargo, ND 58103  
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# PROPOSAL

## Proposal #: 80294

**Proposal Date:** 07/01/22  
**Customer #:** CRM039873  
**Page:** 2 of 3

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4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. INDIGO SIGNS - Chanhassen SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALE WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
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SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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# DEPOSIT INVOICE

Invoice #: **DP80294**

Inv Date: 07/01/22  
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 Page: 3 of 3

indigosigns.com

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Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jess Pratt		Russ Anderson	06/24/22	50.0% Due Upon Receipt	08/01/22

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88383 Provide & Install: Illuminated Sign Cabinet	\$6,100.00	\$6,100.00
	TOTAL PROPOSAL AMOUNT		----- \$6,100.00
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		

<b>PLEASE PAY THIS DEPOSIT AMOUNT:</b>	<b>\$3,050.00</b>
--	-------------------



QUOTE

DATE: **07/01/2022**  
 EXP. DATE: **07/31/2022**  
 QUOTE # 13656

JDI Signs & Graphics  
 www.jdisigns.com  
 14000 Sunfish Lake Blvd NW  
 Suite i  
 Ramsey, MN 55303  
 Phone: (763) 786-3825  
 Email: mdick@jdisigns.com

**BILL TO:**

Miss Iz Ice Cream  
 Jess Pratt  
 14050 Saint Francis Boulevard Northwest  
 Ramsey, MN 55303, United States

**SERVICE TO:**

Miss Iz Ice Cream  
 Jess Pratt  
 14050 Saint Francis Boulevard Northwest  
 Ramsey, MN 55303, United States

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
Custom Item	(1) set of LED lit channel letters mounted to a raceway to read: Miss Iz Ice Cream & Soda Pop Shop.	1.00	\$5,124.81	Item	\$5,124.81	N
Custom Item	(1) translucent tenant panel for (1) pylon sign.	2.00	\$452.30	Item	\$904.60	N
Custom Item	Labor to install channel letter sign and tenant panels.	1.00	\$1,650.00	Item	\$1,650.00	N

SUBTOTAL **\$7,679.41**  
 TAX RATE\* **7.1250%**  
 TAX **\$0.00**  
 OTHER -  
**TOTAL \$7,679.41**

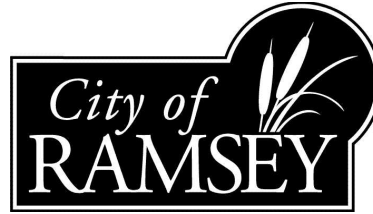
**MEMO**

Project: Channel Letter Sign on Raceway - Ramsey, MN.  
 \* Final sign circuit and hookup by owner's electrician.  
 \*\* Permit fees, if any, will be extra.

**TERMS & CONDITIONS**

\* 50% down, balance due on completion.  
 We accept: VISA, MasterCard, Discover and American Express

Approved 7.24.18



## **Restaurant Subsidy: Sign and Awning Program**

### **The Program**

The purpose of this program is to offer assistance to new Restaurants in The City of Ramsey to create or change their signs and awnings. The signs and awnings should be designed to enhance and compliment the community as well as attract customers. The Sign and Awning program uses a grant to fund the applicant's project. The grant amount is up to \$1,500. Only one Sign and Awning Program Grant shall be approved per new business. If the cost of the signs and awning exceeds \$1,500, the applicant is responsible for the difference.

### **Eligibility**

Eligible applicants are new for-profit restaurant businesses operating in The City of Ramsey and apply within 12 months of opening to receive this assistance. All signs and awnings must be in compliance with The City of Ramsey zoning ordinance; including any required sign permits. The applicant and/or company must be in good standing with the City, applicant and/or landlords must be current on all municipal taxes, special assessments, City utility bills, or EDA loans.

The Ramsey EDA will review each application on a case-by-case basis and reserves the right to exclude activities not consistent with the City's Comprehensive Plan, or if the concept does not benefit the health, safety and welfare of the community.

### **Application Process**

The applicant must submit all required information. The Ramsey Economic Development Authority will make a recommendation on the Restaurant Subsidy: Sign and Awning Program. Applicants will be notified of EDA and City Council meetings and may be asked to attend to present their request for assistance. Any financial assistance for Sign and Awning grants as part of this program is subject to City Council approval. Moreover, such financial assistance is limited by the availability of the Ramsey EDA Fund.

### **Contractor & Permits**

A minimum of two bids per project must be obtained from contractors, the lower of which will be reimbursed, unless the work is done by the applicant. All required permits are the responsibility of the applicant.

\*\*\*Important: Please work with sign professionals and be clear about the sign specifications (i.e. wood vs. metal) when soliciting bids.

### **Work Completion**

Weather permitting; all projects must be completed within 120 days of the funding approval date. If work is completed prior to obtaining funding approval, the applicant can submit an application requesting reimbursement under the guidelines of this program. If the applicant is seeking reimbursement, a final invoice must be included with the application. The final invoice must be dated within 60 days of the date the EDA receives the application.

**Disbursement Process**

After an inspection by the city to verify completion of the work, a check will be issued payable to the program applicant. Before funds can be released, the following must be received by the EDA:

- 1) Final invoice from contractor (or materials list from supplier).
- 2) Photograph(s) of completed project.
- 3) Confirmation of city sign permit and final inspection.
- 4) Final inspection by the city's Economic Development Manager.

# Restaurant Subsidy: Sign and Awning Program Application

Business Owner: \_\_\_\_\_

Property Owner/Management Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address to be improved: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Email: \_\_\_\_\_

Short Project Description: \_\_\_\_\_

Total Improvement Cost: \_\_\_\_\_ Grant Request: \_\_\_\_\_

Contractor Name Bid Amount

1. \_\_\_\_\_
2. \_\_\_\_\_

**Your application is not complete if you do not include:**

1. Minimum two bids  
(If you are doing the work yourself, attach a copy of the material costs on letterhead from the material supplier)
  1. Sketch/Image of Project
  2. Sign Permit  
(You may apply without a permit, but EDA staff must receive it prior to disbursing funds)
  3. W-9 Form
  4. Photograph(s) of building prior to improvement

**I AGREE with and UNDERSTAND the following:**

I have read and am within the guidelines for the Sign & Awning Grant Program. I understand that if any information is incorrect or incomplete, my chances of receiving funding will be delayed and/or hindered.

Prop. Owner/Mgmt Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Applications will be reviewed in the order they are received.

Councilmember Shryock introduced the following resolution and moved for its adoption:

**RESOLUTION # 18-158**

**RESOLUTION APPROVING UPDATED RESTAURANT SUBSIDY PROGRAM**

**WHEREAS**, attracting restaurants to the community has been identified as a key priority for the City of Ramsey; and

**WHEREAS**, attracting new restaurant users to the community via economic development tools has been recognized as a viable and reasonable approach; and

**WHEREAS**, the City of Ramsey has developed three (3) strategic initiatives to attract new restaurant users including a Water Availability Charge forgiveness program, a sign and awning grant program, and an expansion of the Business Welcome Services program; and

**WHEREAS**, these new initiatives are intended to result high benefits at low cost to the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:**

1. That the Ramsey City Council hereby approves the following initiatives as part of the Business Subsidy Program:
  - a. Water Availability Charge Forgiveness Program
  - b. Establishment of a Sign & Awning Grant Program
  - c. Expansion of the Business Welcome Services Program

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Riley, and upon vote being taken thereon, the following voted in favor thereof:

Acting Mayor LeTourneau  
Councilmember Shryock  
Councilmember Riley  
Councilmember Johns  
Councilmember Kuzma

and the following voted against the same:

None

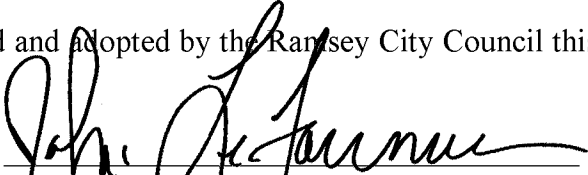
and the following abstained:

None

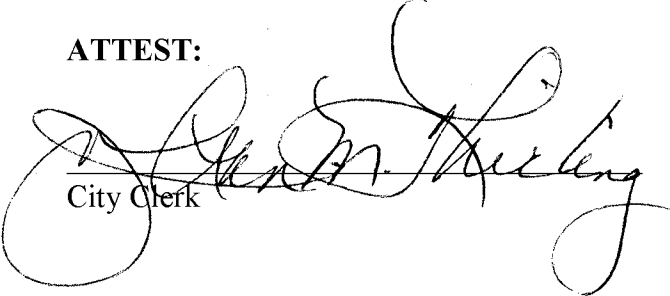
and the following were absent:

Existing Vacancy  
Existing Vacancy

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 24<sup>th</sup> day of July, 2018

  
\_\_\_\_\_  
Acting Mayor

**ATTEST:**

  
\_\_\_\_\_  
City Clerk