

**Meeting Date:** 07/25/2017

**Submitted For:** Patrick Brama, Administrative Services

**By:** Patrick Brama, Administrative Services

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**Information**

**Title:**

Riverstone Development Purchase Agreement [portions may be closed to the public]

**Purpose/Background:**

**PURPOSE**

The purpose of this case is to consider approving the attached purchase agreement with Capstone Homes (Riverstone Development).

**BACKGROUND**

This purchase agreement comes to the city as a result of the proposed 298-unit Riverstone Development which received preliminary plat approval by the City in June (final plat approval expected on July 25). Please see attached preliminary plat. A portion of this development requires the realignment of Puma street, and subsequently, the purchase of city-owned land by Riverstone.

**Notification:**

**Observations/Alternatives:**

**OBSERVATIONS**

Listed below are terms/ conditions/ observations related to the attached purchase agreement that staff considers important to highlight for potential discussion.

***(1) Policy Compliance***

Staff has no policy compliance concerns.

This project is not requesting a formal business subsidy, the City's Revolving Loan Fund, or State DEED Programs. The attached PA is simply an edited version of the City's adopted "template PA." Therefore, generally appears to be in compliance with City's Land Sale Policies.

***(2) Offer Price***

\$25,000 per acre 47 cents psf (\$47,500 estimated total).

The buyer is making an offer that is at the low end of the City's standard deal range for green field residential land. However, it is within the City's acceptable/ adopted deal range. If desired, this item should be discussed in closed session.

It should be noted, Capstone Homes (Riverstone Development) believes \$25,000 per acre is the market rate for residential land--this is their direct experience in the nearby marketplace (with other recent purchase agreements). Also, this property is not currently served by sewer/ water, and will be responsible for future arterial infrastructure assessments. This is the rationalization for the proposed purchase price.

***(3) Earnest Money***

\$5,000, to become hard after inspection period.

***(4) Inspection Period***

February 08, 2018 (July 15, 2018 closing). This is consistent with the PA in place with Pearson Properties for the north half of this project.

**(5) Extension Option**

If the buyer decides to extend the PA, they will be required to place \$5,000 of additional non-refundable dollars in earnest for each 60 day extension

**Funding Source:**

NA

**Recommendation:**

**STAFF**

Staff is comfortable with this proposed purchase agreement. It fits within City policies/ procedures. Land proceeds are to be dedicated to the City's Park Fund (per previous agreements). CBRE commission will be paid via land proceeds, and per our listing agreement. This transaction is a direct result of the city's desire to realign Puma Street (i.e. Capstone didn't seek the purchase of this property originally, the City made this request/ suggestion). The sale price matches the market rate (i.e. nearby/ recent purchase agreements for similar property).

Staff does not feel there is a need to go into closed session. If the Council does desire to further negotiate price, staff would suggest going into closed session. In closed session, staff would suggest deciding on an agreeable price. Then, in open session, pass a motion to approve the purchase agreement with the updated price.

**EDA**

The EDA discussed this case on 7/13, in open session only. The EDA is generally supportive of this purchase agreement and is excited for the Riverstone project. The EDA recommends the City should sell this land to Riverstone. The EDA did specifically suggest staff counter-offer Riverstone's original offer price. The original Riverstone offer price was \$25,000 per acre. Staff did provide Riverstone with a counter-offer (\$35,000 per acre). Riverstone has indicated they are not willing to accept the EDA's counter offer--as they believe the market price is \$25,000 (based upon recent land transaction in the immediate area)--and they feel \$35,000 is unreasonable. Attached are EDA minutes.

**Action:**

**Motion to:**

Adopt the attached purchase agreement between the City of Ramsey and Riverstone Development for roughly 1.9 acres of city-owned land.

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**Attachments**

PA

Riverstone Project

EDA Minutes

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**Form Review**

**Inbox**

Kurt Ulrich  
Patrick Brama (Originator)  
Kurt Ulrich  
Form Started By: Patrick Brama  
Final Approval Date: 07/17/2017

**Reviewed By**

Kathy Schmitz  
Patrick Brama  
Kurt Ulrich

**Date**

07/17/2017 02:48 PM  
07/17/2017 02:56 PM  
07/17/2017 03:45 PM  
Started On: 07/14/2017 06:32 PM

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Riverstone Development, LLC.**, 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 July 25, 2017 (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, roughly 1.9 acres of the Property, described as follows:

*39,249 sf of existing right-of-way located on Puma Street, just South of Alpine Drive, and 43,592 sf of land located on OUTLOT C, ALPHA DEVELOPMENT PLAT (20-32-25-31-0003). Total estimated site of 1.90 acres or 82,841 square feet.*
3. **PURCHASE PRICE.** The purchase price for the Property is \$25,000 per acre (the “Purchase Price”). Buyer intends to purchase roughly 1.9 acres of land. Buyer is responsible for subdividing property, providing the City of Ramsey with a legal description of the new parcel, and an official parcel size 14 days before Closing. The final purchase price will be prorated based on a \$25,000 per acre index.
4. **EARNEST MONEY.** By August, 11 2017, Buyer must deposit the sum of \$5,000 (the “Earnest Money”) with Title One Inc., 7533 Sunwood Drive NW, Ramsey, MN 55303 (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - a. If Buyer does not deposit the Earnest Money with Escrow Agent 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. Unless Buyer has previously terminated this Agreement pursuant to Section 8, \$5,000 of the Earnest Money (the “Initial Disbursement”) becomes non-refundable to Buyer (except in accordance with Section 22 as a result of a default by Seller) on February 1, 2018, and on that date Escrow Agent must disburse the Initial Disbursement to Seller.

- c. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 8(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).
- d. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 8(b), this Agreement automatically terminates and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer, other than Earnest Money Escrow Agent is obligated to disburse to Seller pursuant to Sections 4(b) and (c).
- e. 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. 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 ten business 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 13, 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 13, 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 (other than Earnest Money that Escrow Agent has disbursed to

Seller pursuant to Sections 4(b) and (c)) (“**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.

**6. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the expiration of the Inspection Period (as defined in Section 8), 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. Upon the earlier of the date one week after Buyer’s completion of its activities on the Property or the date 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 9, 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. 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. The cost of any test or additional survey work will be borne solely by Buyer.

**7. PROPERTY SOLD AS IS.** Subject to Buyer’s right to terminate this Agreement pursuant to Section 8, 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.

## 8. 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 February 01, 2018 (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 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 8(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, other than Earnest Money Escrow Agent is obligated to disburse to Seller pursuant to Sections 4(b) and (c).

**9. 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.

- 10. RELEASE.** 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.

**11. INDEMNITY.** Buyer agrees to indemnify, hold harmless and defend Seller or anyone acting on its behalf for, from and against 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, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. 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, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller's actions or inactions.

**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, fax or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if delivered in any other manner, when the party to whom the notice is directed actually receives the notice. 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

Buyer: Riverstone Development, LLC  
Steve Bona  
14015 Sunfish Lake Blvd, Suite 400  
Ramsey, MN 5530

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

**13. CLOSING.** This transaction shall close on or before July 15, 2018. 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 quit claim deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
  - ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer; and
  - iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.
- b. **Buyer's Obligations at Closing.** At Closing, Buyer must:
  - i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 13(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement; and
  - ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value.
- c. **Closing Costs.**
  - i. At Closing Seller must pay the following costs and expenses:
    1. Seller's portion of the prorated property taxes.
    2. Seller's own attorney's fees.
    3. One-half the cost of any closing fees.
    4. The cost of providing Title Commitment as prescribed in Section 6
    5. The cost of real estate broker commission fees as prescribed in Section 14.
  - 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.
6. State deed tax

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. ("Seller's Broker"), which represents Seller. Seller shall pay Seller's Broker as required by their agreement. 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 from 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.
- 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 venturers 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, and the related Development Agreement, if any, 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. In the event the terms of this Agreement conflict with the terms of the Development Agreement, the latter shall control.
- 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 ~~57~~ or ~~12-10~~ 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. 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. OPTION TO EXTEND.** In the event Buyer requests a 60-day extension of the Inspection Period or Closing Date, and the extension is agreed to in writing by Seller, Buyer must deposit an additional \$5,000 Earnest Money with the Escrow Agent. The

additional Earnest Money is nonrefundable immediately, and will comply with terms outlined in Section 4 of this Agreement; specifically including Section 4(e), Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money, including additional Earnest Money. Buyer is granted a maximum two extensions.

Original PA Case

**SELLER: The City of Ramsey, Minnesota**

By: \_\_\_\_\_  
Sarah Strommen, Mayor

Dated: \_\_\_\_\_, 2017

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

Dated: \_\_\_\_\_, 2017

Original PA Case

**Riverstone Development, LLC.**

By: \_\_\_\_\_  
Stephen A. Bona, Vice President

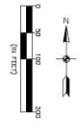
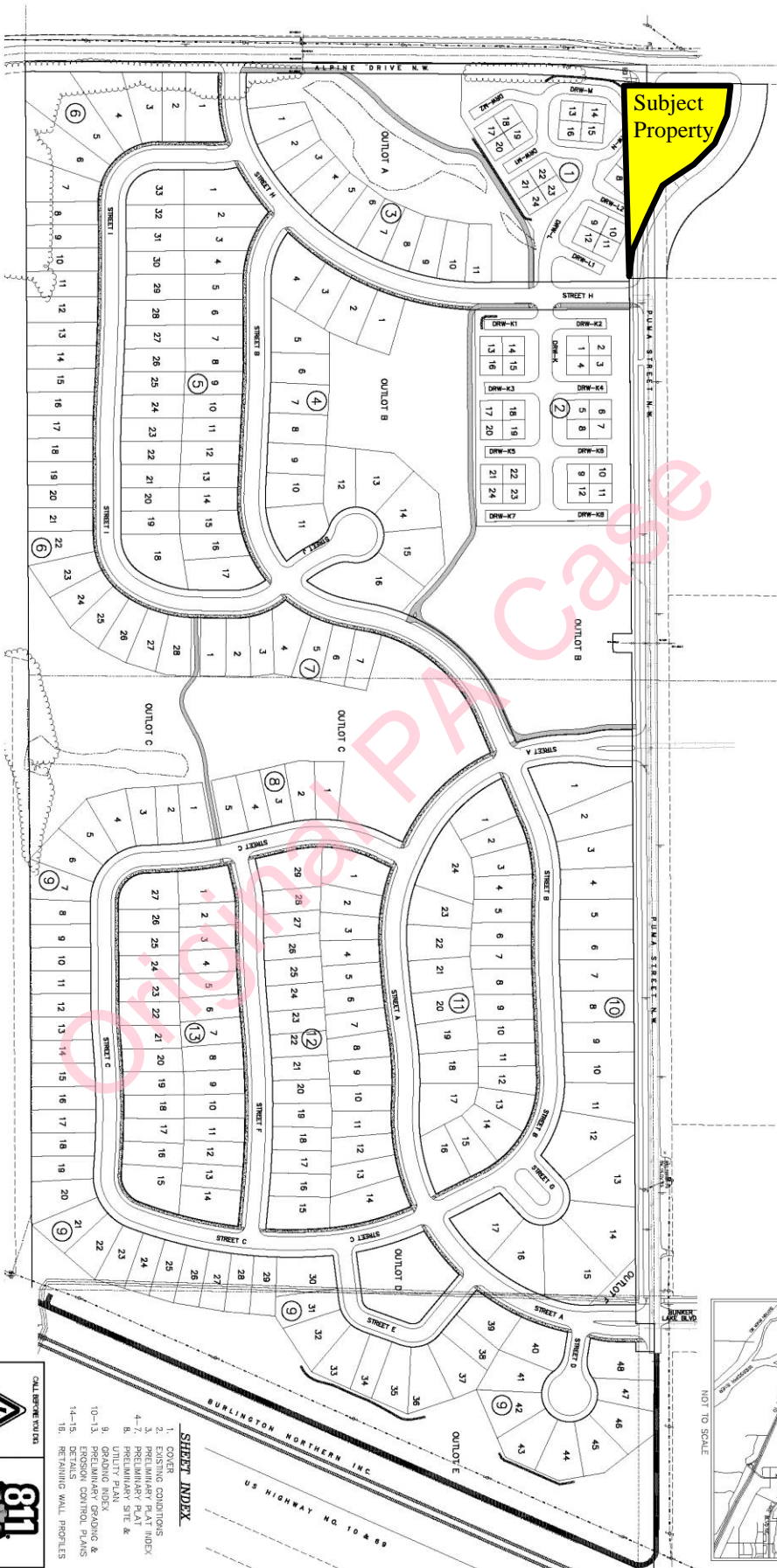
Dated: \_\_\_\_\_, 2017

Original PA Case

Original PA Case

# RIVERSTONE

## RAMSEY, MINNESOTA



**811**  
Know what's below.  
Call before you dig.

CALL BEFORE YOU DIG

This symbol is used to indicate the location of underground utilities. It is not to be used for any other purpose. For more information, visit [www.callbeforeyoudig.com](http://www.callbeforeyoudig.com).

**Carlson McCain**

14015 Sunfish Lake B, Suite 400  
Ramsey, MN 55303

**RIVERSTONE DEVELOPMENT, LLC.**

14015 Sunfish Lake B, Suite 400  
Ramsey, MN 55303

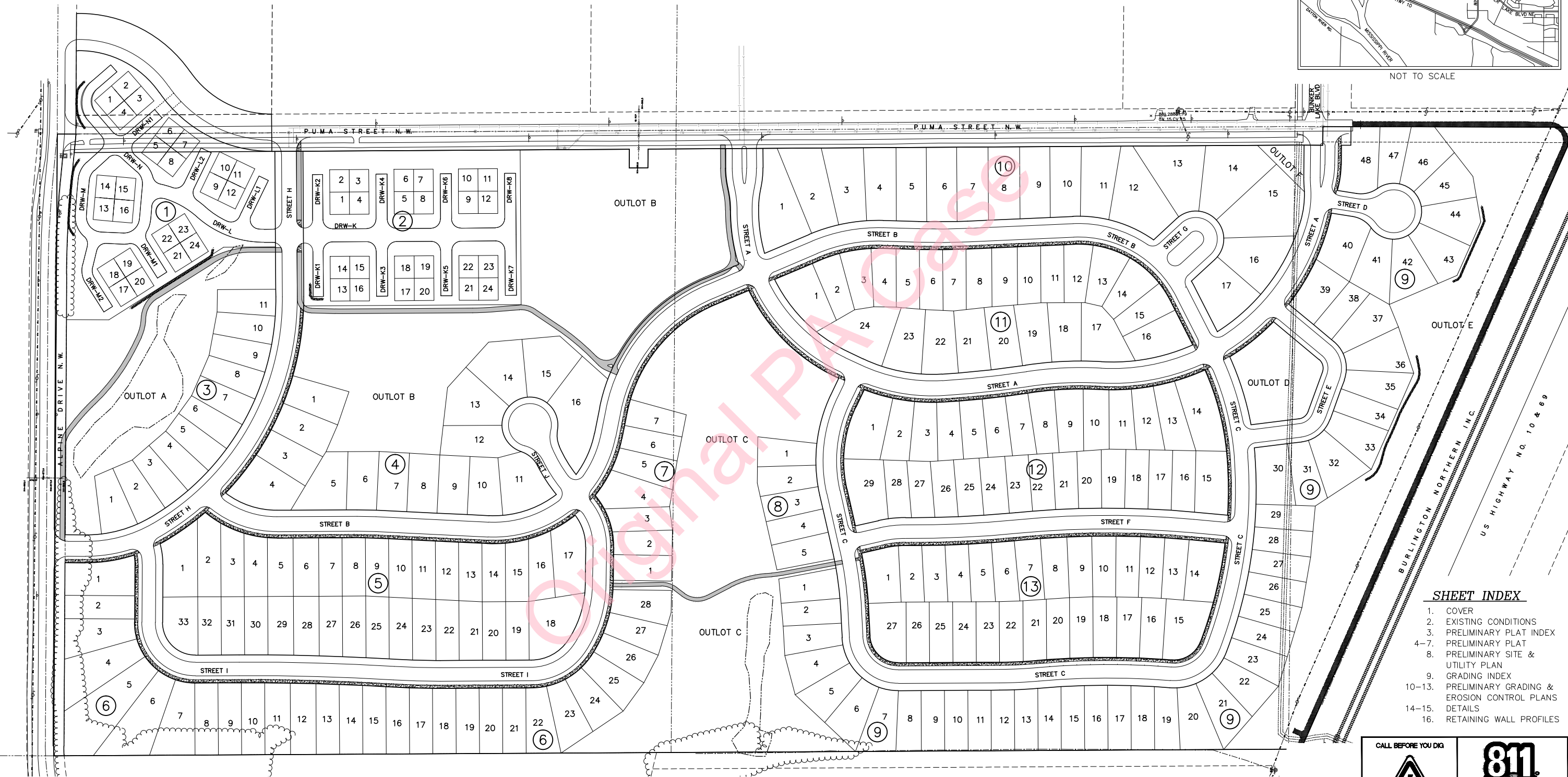
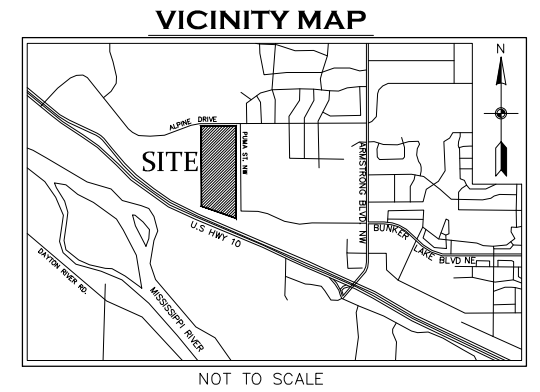
**RIVERSTONE**  
Ramsey, MN

**COVER SHEET**

1 of 16

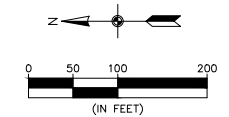
# RIVERSTONE

## RAMSEY, MINNESOTA



- SHEET INDEX**
1. COVER
  2. EXISTING CONDITIONS
  3. PRELIMINARY PLAT INDEX
  - 4-7. PRELIMINARY PLAT
  8. PRELIMINARY SITE & UTILITY PLAN
  9. GRADING INDEX
  - 10-13. PRELIMINARY GRADING & EROSION CONTROL PLANS
  - 14-15. DETAILS
  16. RETAINING WALL PROFILES

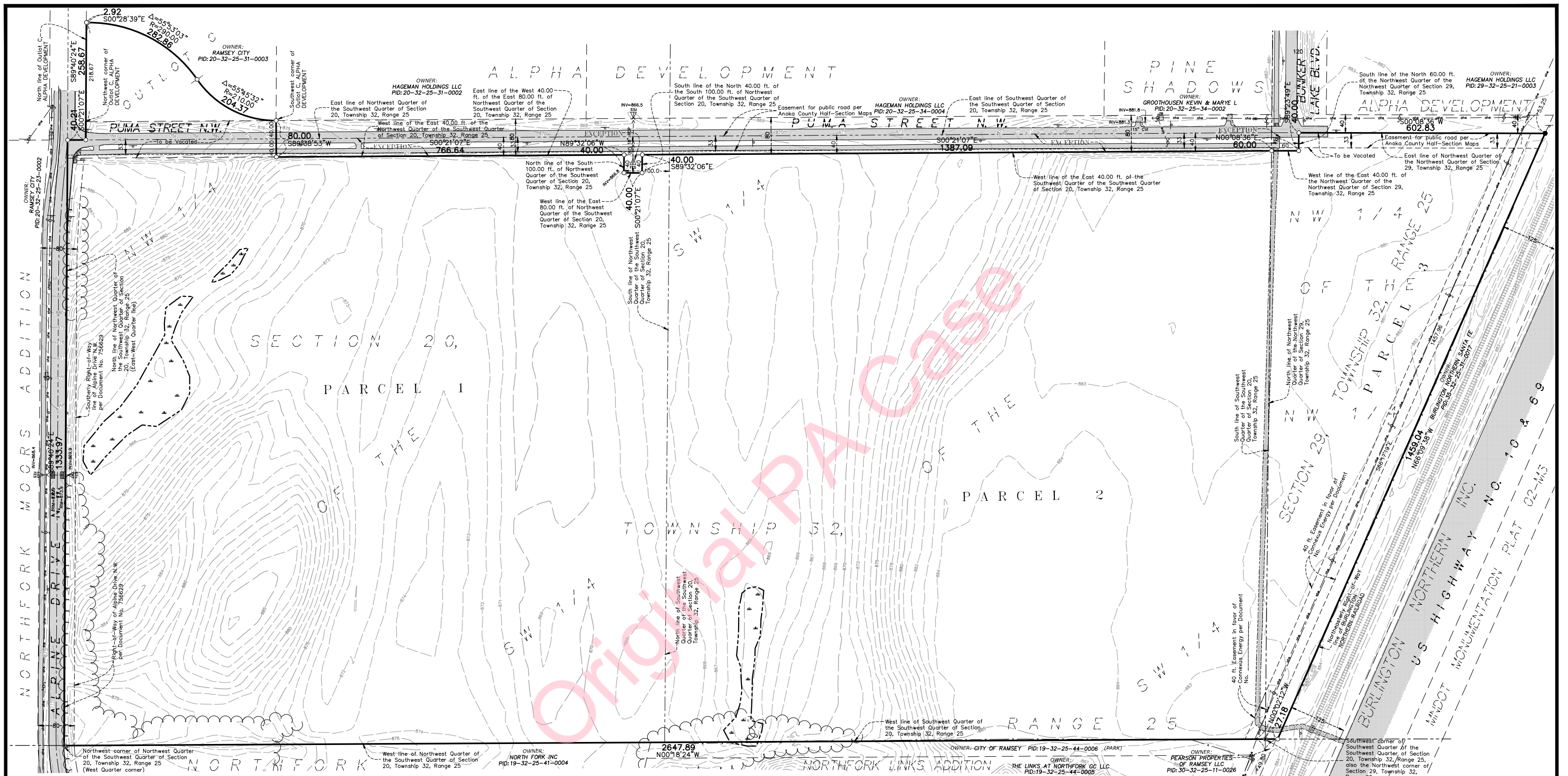
BENCHMARK	
1.	Anoka County Benchmark No. 3076 Elev. = 890.186 (NAVD 88)
2.	Anoka County Benchmark No. 2078 Elev. = 899.499 (NAVD 88)



CALL BEFORE YOU DIG

Know what's below.  
Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."



**Parcel Description:**  
 (Per Schedule A of Title Commitment No. 1273, with a commitment date of October 12th, 2016 at 7:30 A.M., prepared by Old Republic National Title Insurance Company)

**Parcel 1:**  
 The Northwest Quarter of Southwest Quarter of Section 20, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the East 40.00 feet of said Northwest Quarter of Southwest Quarter lying southerly of the southerly right of way line of Alpine Drive as described in Document No. 756629.  
 AND ALSO EXCEPT the North 40.00 feet of the South 100.00 feet of the West 40.00 feet of the East 80.00 feet of said Northwest Quarter of Southwest Quarter.

**Parcel 2:**  
 The Southwest Quarter of Southwest Quarter of Section 20, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the East 40.00 feet thereof.

**Parcel 3:**  
 The Northwest Quarter of Northwest Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota, lying northeasterly of the northeasterly right of way line of Burlington Northern Railroad, EXCEPT the North 60.00 feet of the East 40.00 feet of said Northwest Quarter of Northwest Quarter.

**(Proposed Legal Description, subject to City approved parcel subdivision)**  
 That part of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota lying westerly and northwesterly of the following described line:  
 Commencing at the Northwest corner of said Outlot C; thence South 89 degrees 40 minutes 24 seconds East, assumed bearing, along the North line of said Outlot C, a distance of 218.67 feet to the point of beginning of the line to be described; thence South 00 degrees 28 minutes 39 seconds East, 2.92 feet; thence southwesterly 282.86 feet along a tangential curve concave to the northwest, having a radius of 290.00 feet and a central angle of 55 degrees 53 minutes 03 seconds to a point of reverse curvature; thence continuing southwesterly 204.37 feet along a reverse curve concave to the southeast, having a radius of 210.00 feet and a central angle of 55 degrees 45 minutes 32 seconds to the Southwest corner of said Outlot C and said line there terminating.

**(Proposed Legal Description, subject to City approved Right-of-Way Vacation)**  
 That part of Puma Street Northwest, as created and dedicated in the plat of ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, lying southerly of the westerly extension of the north line of Outlot C, said plat, and lying northerly of the following described line:  
 Beginning at the southwest corner of said Outlot C; thence South 89 degrees 38 minutes 53 seconds West, 80.00 feet, assuming the North line of said Outlot C has a bearing of South 89 degrees 40 minutes 24 seconds East, and said line there terminating.

And  
 That part of the East 40.00 feet of the Northwest Quarter of the Southwest Quarter of Section 20, Township 32, Range 25, Anoka County, Minnesota, lying southerly of the southerly right of way line of Alpine Drive NW as described in Doc. No. 756629 and lying northerly of the following described line:  
 Beginning at the southwest corner of said Outlot C; thence South 89 degrees 38 minutes 53 seconds West, 80.00 feet, assuming the North line of said Outlot C has a bearing of South 89 degrees 40 minutes 24 seconds East, and said line there terminating.

**GENERAL NOTES:**

- The field work for this survey was completed on November 28th, 2016.
- Bearings shown hereon are based on the North line of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, which is assumed to bear South 89 degrees 40 minutes 24 seconds East.
- BENCHMARK: Anoka County Benchmark No. 3076 Elevation= 890.186 (NAVD 88)
- Surveyed property contains ±3,934,125 sq.ft. (±90.32 acres).
- Wetlands shown hereon were delineated by Kjolhaug Environmental Services Company in 2016.
- Above ground utilities have been field located as shown. Underground utilities shown hereon are those which were field marked by utility companies responding to Gopher State One Call, Ticket No. 162941258 and 162941314, dated 10/20/2016 or were taken from utility plans provided by the City of Ramsey. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002).

**Carlson McCain**  
 environmental engineering surveying  
 3890 Pheasant Ridge Drive NE, Suite 100  
 Blaine, MN 55449  
 Phone: (763) 489-7900  
 Fax: (763) 489-7959  
 www.carlsonmccain.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota  
 Print Name: Thomas R. BaLuff, L.S.  
 Signature: *DRAFT*  
 Date: 3/8/2017 License #: 40361

DRAWN BY: JAB  
 ISSUE DATE: 3/8/2017  
 Revisions:  
 FILE NO.: 1308

**RIVERSTONE DEVELOPMENT, LLC**  
 14015 Sunfish Lake B, Suite 400  
 Ramsey, MN, 55303

**RIVERSTONE**  
 Ramsey, Minnesota

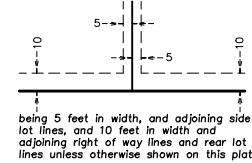
**EXISTING CONDITIONS**

**SITE DATA**

TOTAL SITE AREA	±190.32 AC.	TOTAL MULTI-FAMILY AREA	±17.38 AC.
TOTAL ROW AREA	±16.77 AC.	NUMBER OF LOTS	48
TOTAL OUTLOT AREA	±20.67 AC.	NUMBER OF COMMON AREA LOTS	2
OUTLOT A	±2.73 AC.	MULTI-FAMILY LOT SIZE	±2,016 S.F.
OUTLOT B	±6.20 AC.	TOTAL SINGLE FAMILY AREA	±45.50 AC.
OUTLOT C	±6.39 AC.	NUMBER OF LOTS	245
OUTLOT D	±0.86 AC.	SMALLEST LOT	±6,056 S.F.
OUTLOT E	±4.58 AC.	LARGEST LOT	±19,592 S.F.
OUTLOT F	±0.11 AC.	AVERAGE LOT	±8,090 S.F.
TOTAL LOT AREA	±52.88 AC.	EXISTING ZONING	R-1, R-2, R-3, B-2
TOTAL NUMBER OF LOTS	293	PROPOSED ZONING	PUD
(SINGLE FAMILY AND MULTI-FAMILY LOTS)		UTILITIES	AVAILABLE
		GROSS DENSITY	3.24
		(SINGLE FAMILY + MULTI-FAMILY LOTS/	
		TOTAL SITE AREA)	

# RIVERSTONE

PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

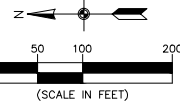


BENCHMARK	
1. Anoka County Benchmark No. 3076	Elev. = 890.186 (NAVD 88)
2. Anoka County Benchmark No. 2078	Elev. = 899.499 (NAVD 88)

Bearings shown hereon are based on the North line of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, which is assumed to bear South 89 degrees 40 minutes 24 seconds East.

**LEGEND**

- - Denotes Anoka County Monument
- - Denotes Found Iron Monument
- - Denotes 5/8 inch by 1/4 inch rebar, marked with RLS 40361



**LEGAL DESCRIPTION**

*Parcel Description:*  
(Per Schedule A of Title Commitment No. 1273, with a commitment date of October 12th, 2016 at 7:30 A.M., prepared by Old Republic National Title Insurance Company)

*(Proposed Legal Description, which may be subject to City approved parcel subdivision)*  
That part of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota lying westerly and northwesterly of the following described line:

*(Proposed Legal Description, which may be subject to City approved parcel subdivision)*  
That part of Puma Street Northwest, as created and dedicated in the plat of ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, lying southerly of the westerly extension of the north line of Outlot C, said plat, and lying northerly of the following described line:

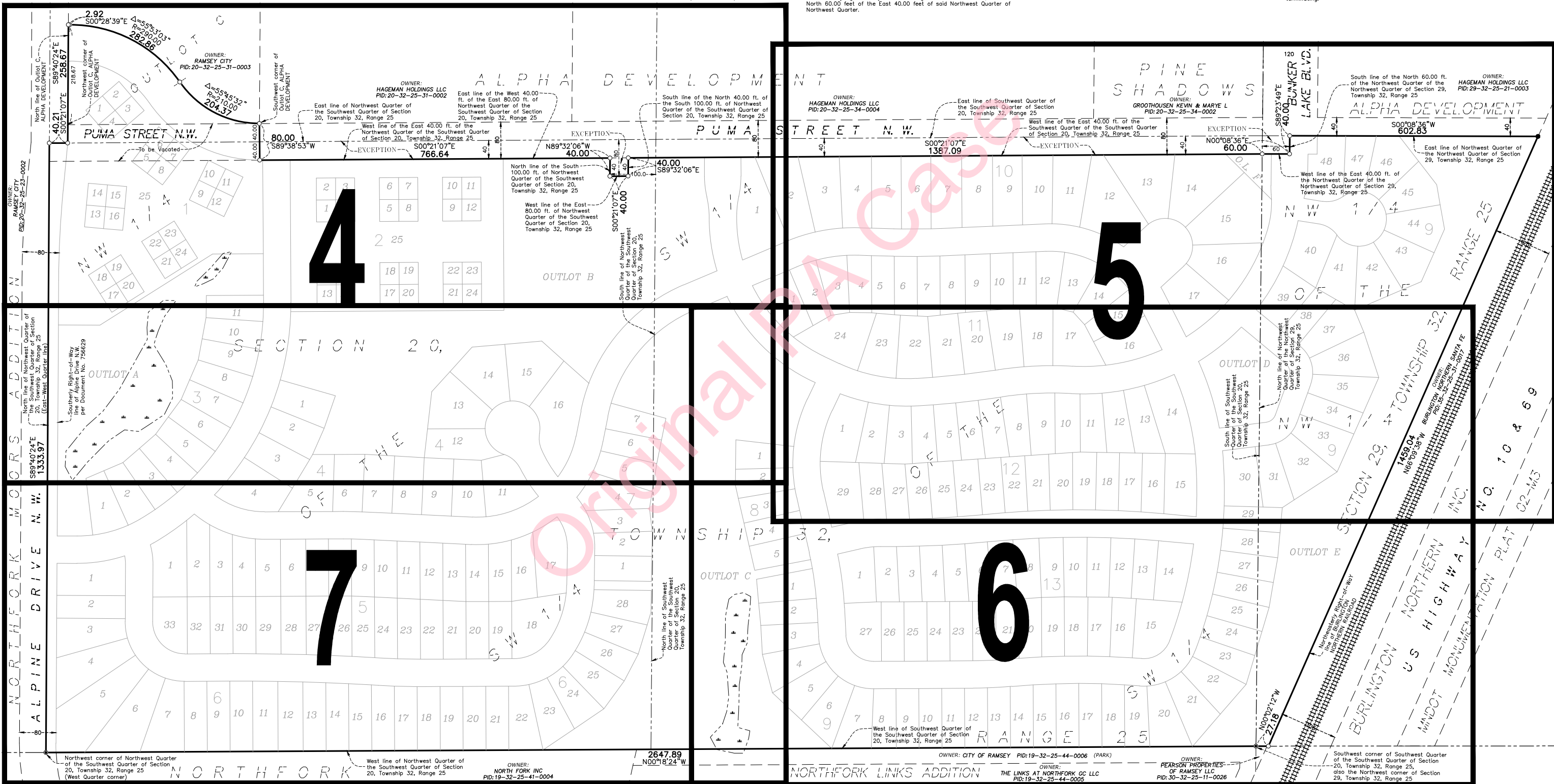
*Parcel 1:*  
The Northwest Quarter of Southwest Quarter of Section 20, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the East 40.00 feet of said Northwest Quarter of Southwest Quarter lying southerly of the southerly right of way line of Alpine Drive as described in Document No. 756629, AND ALSO EXCEPT the North 40.00 feet of the South 100.00 feet of the West 40.00 feet of the East 80.00 feet of said Northwest Quarter of Southwest Quarter.

Commencing at the Northwest corner of said Outlot C; thence South 89 degrees 40 minutes 24 seconds East, assumed bearing, along the North line of said Outlot C, a distance of 218.67 feet to the point of beginning of the line to be described; thence South 00 degrees 28 minutes 39 seconds East, 2.92 feet; thence southwesterly 282.86 feet along a tangential curve concave to the northwest, having a radius of 230.00 feet and a central angle of 55 degrees 53 minutes 03 seconds to a point of reverse curvature; thence continuing southwesterly 204.37 feet along a reverse curve concave to the southeast, having a radius of 210.00 feet and a central angle of 55 degrees 45 minutes 32 seconds to the Southwest corner of said Outlot C and said line there terminating.

Beginning at the southwest corner of said Outlot C; thence South 89 degrees 38 minutes 53 seconds West, 80.00 feet, assuming the North line of said Outlot C has a bearing of South 89 degrees 40 minutes 24 seconds East, and said line there terminating.

AND  
That part of the East 40.00 feet of the Northwest Quarter of the Southwest Quarter of Section 20, Township 32, Range 25, Anoka County, Minnesota, lying southerly of the southerly right of way line of Alpine Drive NW as described in Doc. No. 756629 and lying northerly of the following described line:

Beginning at the southwest corner of said Outlot C; thence South 89 degrees 38 minutes 53 seconds West, 80.00 feet, assuming the North line of said Outlot C has a bearing of South 89 degrees 40 minutes 24 seconds East, and said line there terminating.



**Carlson McCain**  
 3890 Pheasant Ridge Drive NE, Suite 100  
 Blaine, MN 55449  
 Phone: (763) 489-7900  
 Fax: (763) 489-7959  
 www.carlsonmccain.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota  
 Print Name: Thomas R. Balluff, L.S.  
 Signature: *DRAFT*  
 Date: 03/08/2017 License #: 40361

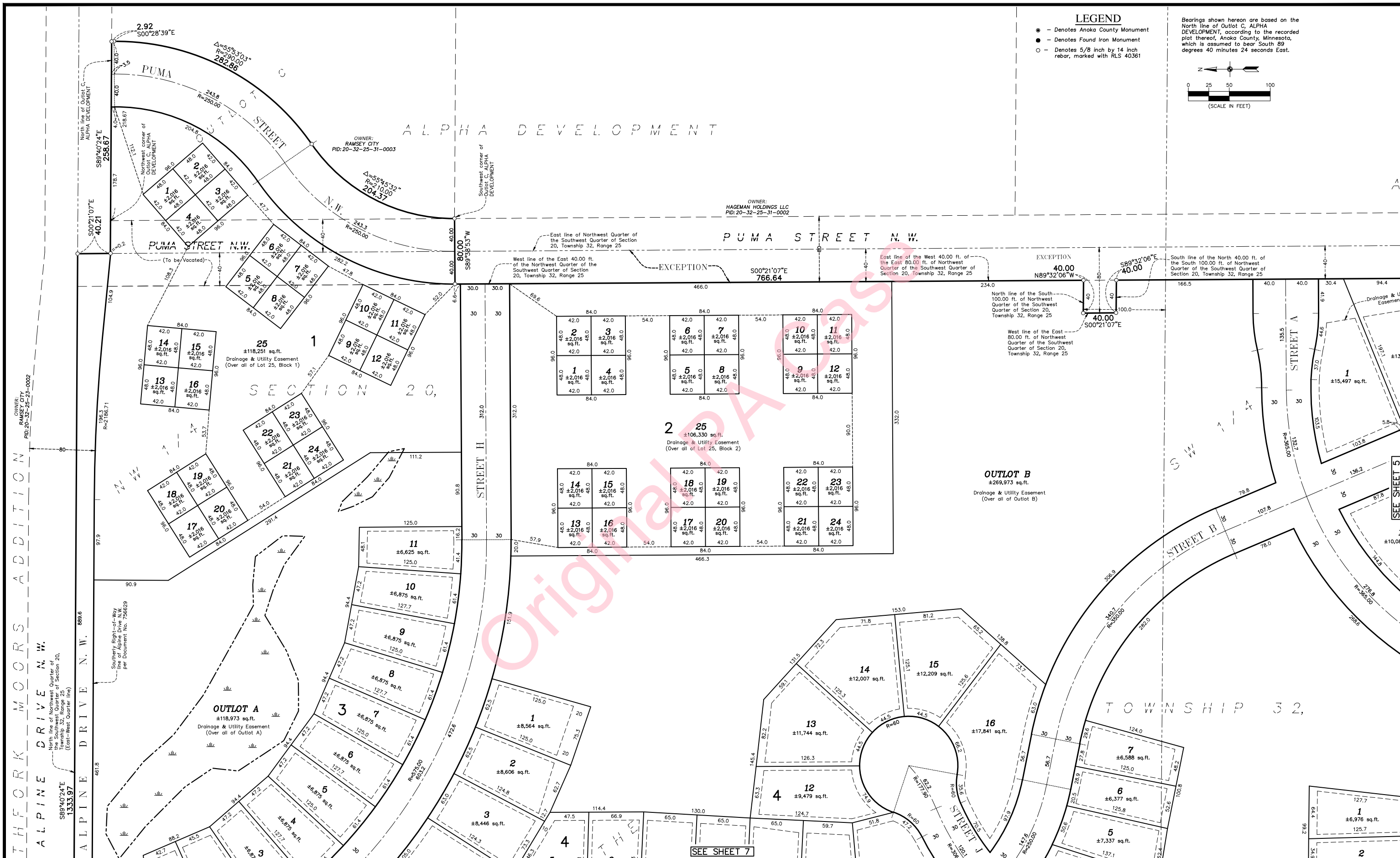
DRAWN BY: JAB  
 ISSUE DATE: 03/08/2017  
 FILE NO.: 1308

**RIVERSTONE DEVELOPMENT, LLC**  
 14015 Sunfish Lake B, Suite 400  
 Ramsey, MN, 55303

**RIVERSTONE**  
 Ramsey, MN

**PRELIMINARY PLAT INDEX**  
 3 of 16

Issue Date: 03/10/17 1:07 PM 6421 - 6440/6435 - ramsey site/cad c30/survey/6435\_ppr-indoc.docx



**LEGEND**

- - Denotes Anoka County Monument
- - Denotes Found Iron Monument
- - Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361

Bearings shown hereon are based on the North line of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, which is assumed to bear South 89 degrees 40 minutes 24 seconds East.

(SCALE IN FEET)

OWNER: RAMSEY CITY  
PID: 20-32-25-23-0002

ALPINE DRIVE N.W.  
S89°40'24"E  
1333.97

OWNER: HAGEMAN HOLDINGS LLC  
PID: 20-32-25-31-0002

PUMA STREET N.W.

**OUTLOT B**  
±269,973 sq.ft.  
Drainage & Utility Easement  
(Over all of Outlot B)

**OUTLOT A**  
±118,973 sq.ft.  
Drainage & Utility Easement  
(Over all of Outlot A)

**25**  
±106,330 sq.ft.  
Drainage & Utility Easement  
(Over all of Lot 25, Block 2)

**25**  
±118,251 sq.ft.  
Drainage & Utility Easement  
(Over all of Lot 25, Block 1)

SEE SHEET 7

SEE SHEET 5

**Carlson McCain**

- environmental
- engineering
- surveying

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Blaine, MN 55449  
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Date: 03/08/2017 License #: 40361

Print Name: Thomas R. Balluff, L.S.  
Signature: *DRAFT*

DRAWN BY: JAB  
ISSUE DATE: 03/08/2017  
FILE NO.: 1308

Revisions:

**RIVERSTONE DEVELOPMENT, LLC**  
14015 Sunfish Lake B, Suite 400  
Ramsey, MN, 55303

**RIVERSTONE**  
Ramsey, MN

**PRELIMINARY PLAT**

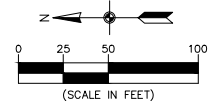
4 of 16

Issue Date: 03/10/17 1:00pm (4:21 - 6:44) (4:35 - Ramsey site) cad c3d/survey/0435\_rpd.dwg

ALPHA DEVELOPMENT

LEGEND

- Denotes Anoka County Monument
- Denotes Found Iron Monument
- Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361



Bearings shown hereon are based on the North line of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, which is assumed to bear South 89 degrees 40 minutes 24 seconds East.

PINE SHADOWS

OWNER: GROOHOUSE KEVIN & MARYE L  
PID: 20-32-25-34-0002

BUNKER LAKE BLVD.

ALPHA DEVELOPMENT

OWNER: HAGEMAN HOLDINGS LLC  
PID: 29-32-25-21-0003

OWNER: HAGEMAN HOLDINGS LLC  
PID: 20-32-25-34-0004

PUMA STREET N.W.

West line of the East 40.00 ft. of the Southwest Quarter of the Southwest Quarter of Section 20, Township 32, Range 25

EXCEPTION

West line of the East 40.00 ft. of the Northwest Quarter of the Northwest Quarter of Section 29, Township 32, Range 25

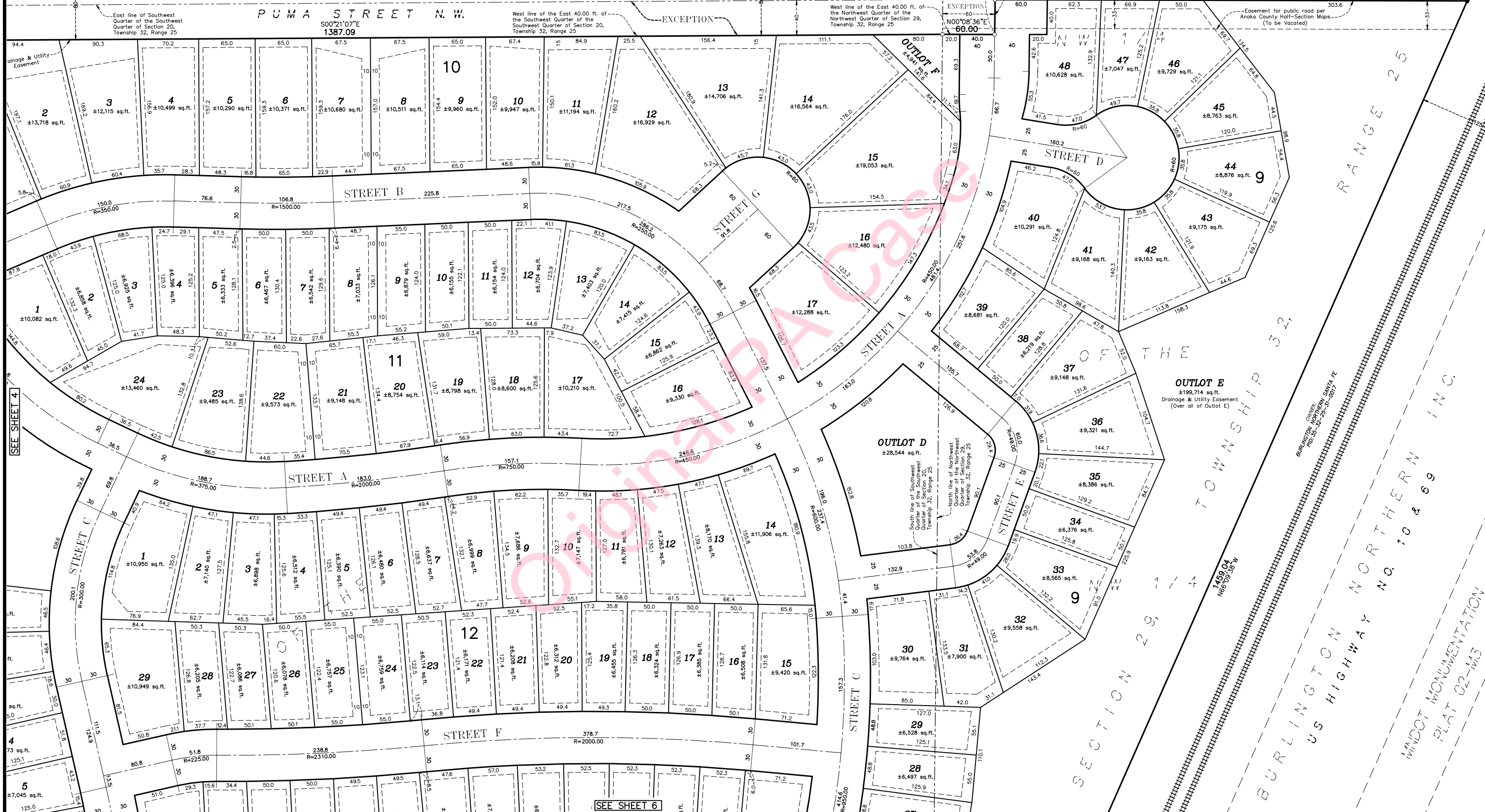
EXCEPTION  
N00°08'36"E  
60.00'

South line of the North 60.00 ft. of the Northwest Quarter of the Northwest Quarter of Section 29, Township 32, Range 25

PUMA STREET N.W.

S00°08'36"W  
602.83'

East line of Northwest Quarter of Section 29, Township 32, Range 25



SEE SHEET 4

SEE SHEET 6



3990 Phasant Ridge Drive NE, Suite 100  
Blaine, MN 55449  
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Print Name: Thomas R. Balluff, L.S.  
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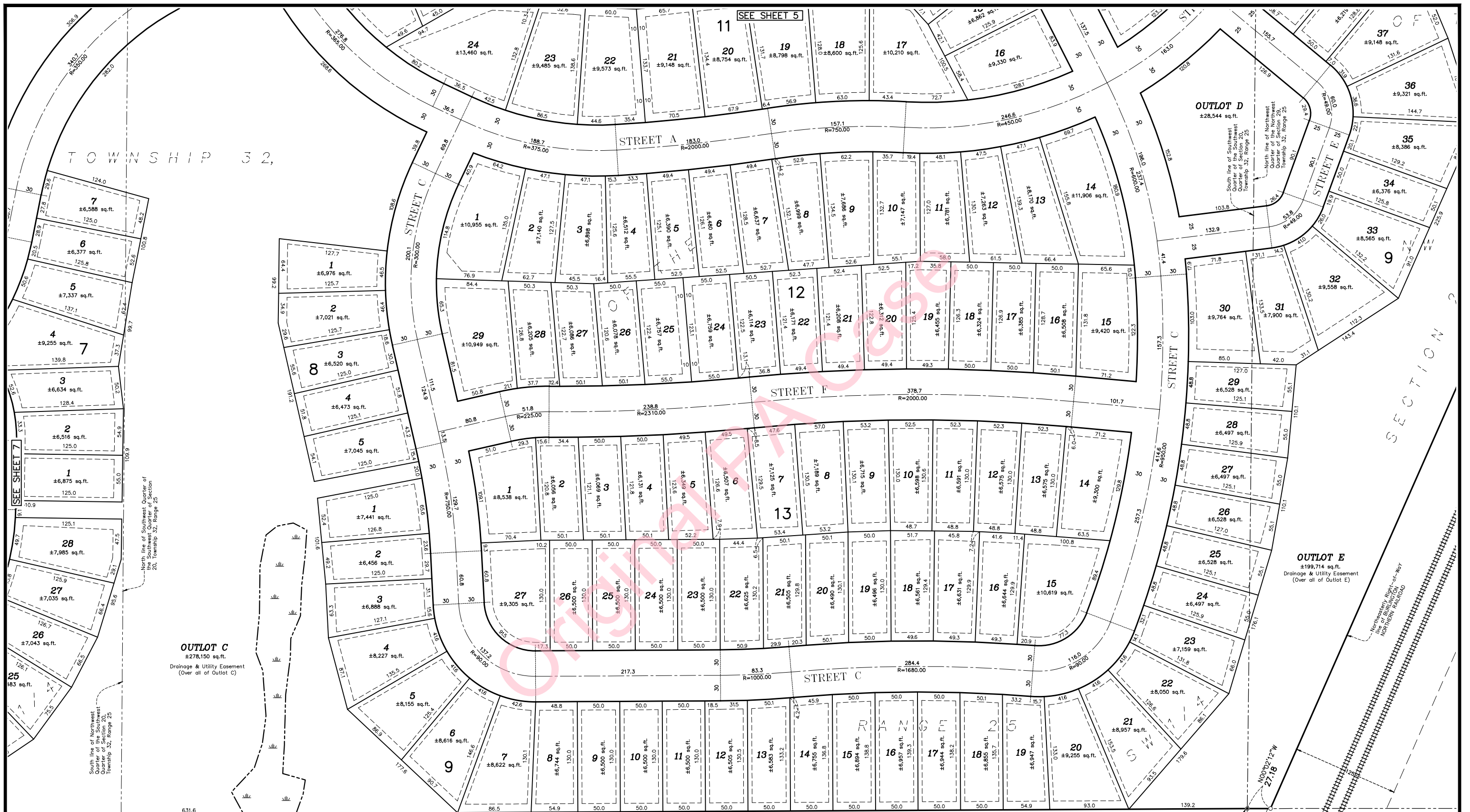
DRAWN BY: JAB  
ISSUE DATE: 03/08/2017  
FILE NO.: 1308

Revisions:

RIVERSTONE DEVELOPMENT, LLC  
14015 Sunfish Lake B, Suite 400  
Ramsey, MN, 55303

RIVERSTONE  
Ramsey, MN

PRELIMINARY PLAT



TOWNSHIP 32,

SECTION 20

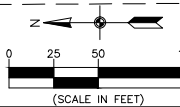
**OUTLOT C**  
±278,150 sq.ft.  
Drainage & Utility Easement  
(Over all of Outlot C)

**OUTLOT D**  
±28,544 sq.ft.  
North line of Northwest Quarter of the Southwest Quarter of Section 29, Township 32, Range 25

**OUTLOT E**  
±199,714 sq.ft.  
Drainage & Utility Easement  
(Over all of Outlot E)

**LEGEND**

- - Denotes Anoka County Monument
- - Denotes Found Iron Monument
- - Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361



Bearings shown hereon are based on the North line of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, which is assumed to bear South 89 degrees 40 minutes 24 seconds East.

OWNER: CITY OF RAMSEY (PARK)  
PID:19-32-25-44-0006

OWNER: THE LINKS AT NORTHFORK GC LLC  
PID:19-32-25-44-0005

Southwest corner of Southwest Quarter of the Southwest Quarter of Section 20, Township 32, Range 25, also the Northwest corner of Section 29, Township 32, Range 25

**Carlson McCain**  
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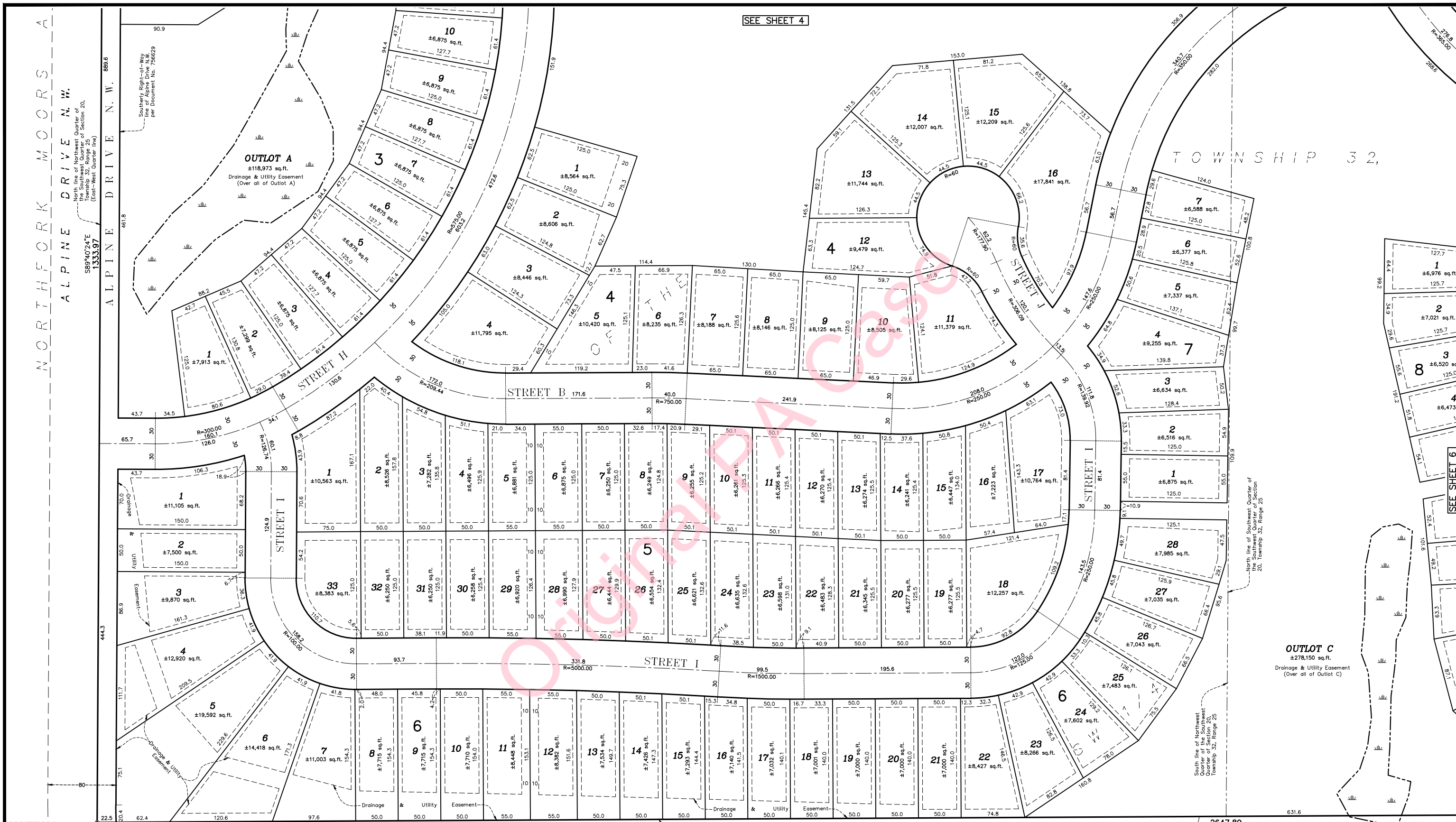
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota  
Print Name: Thomas R. Balluff, L.S.  
Signature: *DRAFT*  
Date: 03/08/2017 License #: 40361

DRAWN BY: JAB  
ISSUE DATE: 03/08/2017  
FILE NO.: 1308

**RIVERSTONE DEVELOPMENT, LLC**  
14015 Sunfish Lake B, Suite 400  
Ramsey, MN, 55303

**RIVERSTONE**  
Ramsey, MN

**PRELIMINARY PLAT**



SEE SHEET 4

TOWNSHIP 32,

SEE SHEET 6

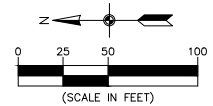
NORTH FORK MOORS A  
ALPINE DRIVE N.W.  
888.6

**OUTLOT A**  
±118,973 sq.ft.  
Drainage & Utility Easement  
(Over all of Outlot A)

**OUTLOT C**  
±278,150 sq.ft.  
Drainage & Utility Easement  
(Over all of Outlot C)

**LEGEND**

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- - Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361



Bearings shown hereon are based on the North line of Outlot C, ALPHA DEVELOPMENT, according to the recorded plat thereof, Anoka County, Minnesota, which is assumed to bear South 89 degrees 40 minutes 24 seconds East.

Northwest corner of Northwest Quarter of the Southwest Quarter of Section 20, Township 32, Range 25 (West Quarter corner)

West line of Northwest Quarter of the Southwest Quarter of Section 20, Township 32, Range 25

2647.89  
N00°18'24"W

OWNER:  
NORTH FORK INC  
PID:19-32-25-41-0004

**Carlson McCain**  
 • environmental  
 • engineering  
 • surveying  
 3890 Pheasant Ridge Drive NE,  
 Suite 100  
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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

Print Name: Thomas R. Balluff, L.S.  
 Signature: *DRAFT*  
 Date: 03/08/2017 License #: 40361

DRAWN BY: JAB  
 ISSUE DATE: 03/08/2017  
 FILE NO.: 1308

Revisions:

**RIVERSTONE DEVELOPMENT, LLC**  
 14015 Sunfish Lake B, Suite 400  
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 Ramsey, MN

**PRELIMINARY PLAT**

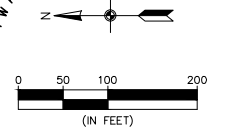
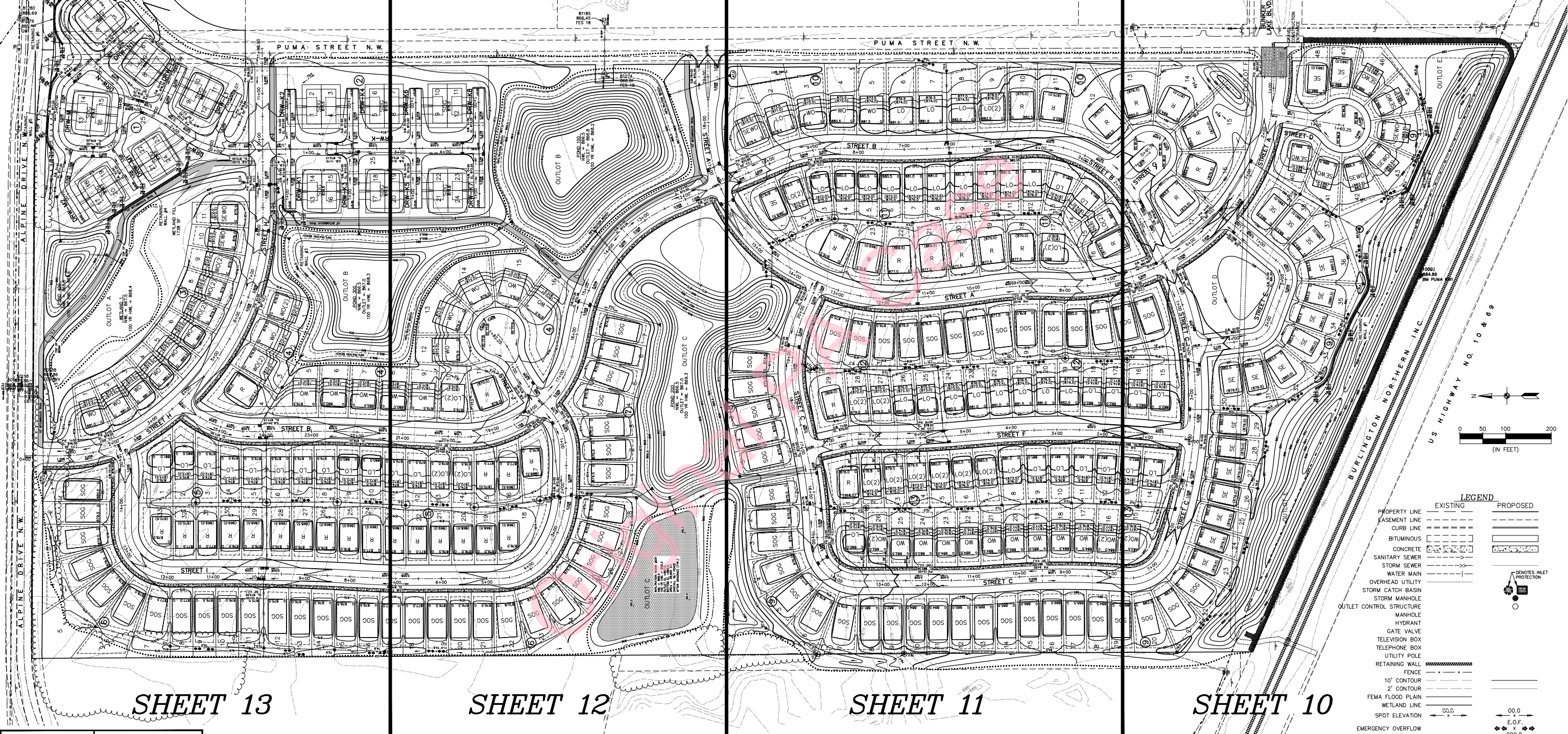


SHEET 13

SHEET 12

SHEET 11

SHEET 10



**LEGEND**

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS	---	---
CONCRETE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
WATER MAIN	---	---
OVERHEAD UTILITY	---	---
STORM CATCH BASIN	---	---
STORM MANHOLE	---	---
OUTLET CONTROL STRUCTURE	---	---
MANHOLE	---	---
HYDRANT	---	---
GATE VALVE	---	---
TELEVISION BOX	---	---
TELEPHONE BOX	---	---
UTILITY POLE	---	---
RETAINING WALL	---	---
FENCE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
FEMA FLOOD PLAIN	---	---
WETLAND LINE	---	---
SPOT ELEVATION	---	---
EMERGENCY OVERFLOW	---	---
SILT FENCE	---	---
TREE FENCE	---	---
TREELINE	---	---
SOIL BORING	---	---
GRADING LIMITS	---	---
STORM CATCH BASIN	---	---
WETLAND BUFFER SIGN	---	---

DENOTES INLET PROTECTION  
 DENOTES SIGN  
 DENOTES POST

**WETLAND SUMMARY**

WETLAND FILL = 1738 SF

NOTE: WETLAND FILL TOTAL IS LESS THAN THE DEMINIMUS AMOUNT; NO WETLAND REPLACEMENT WILL BE REQUIRED

**CALL BEFORE YOU DIG**

Know what's below.  
Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of G/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

**Carlson McCain**

environmental  
engineering  
surveying

3890 Pheasant Ridge Drive NE,  
Suite 100  
Blaine, MN 55449  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: **Brian J. Krystofak, P.E.**  
Signature: **DRAFT**  
Date: 3/08/17 License #: 25063

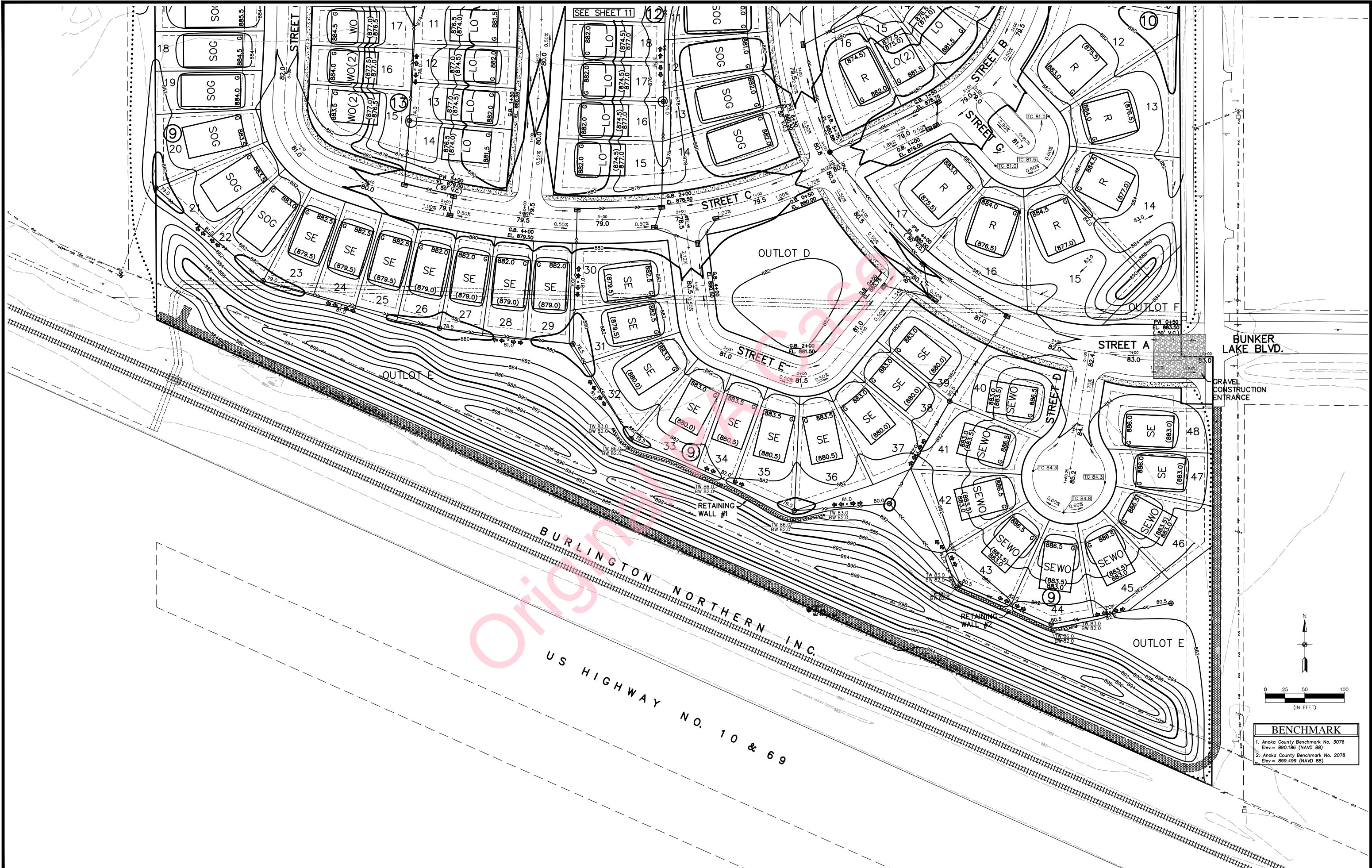
Drawn: **BJK**  
Designed: **BJK**  
Date: 3/08/17

Revisions:  
1.

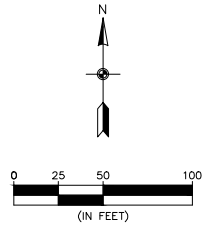
**RIVERSTONE DEVELOPMENT, LLC.**  
14015 Sunfish Lake B, Suite 400  
Ramsey, MN 55303

**RIVERSTONE**  
Ramsey, MN

**GRADING INDEX**



BUNKER LAKE BLVD.  
GRAVEL CONSTRUCTION ENTRANCE



BENCHMARK	
1.	Anoka County Benchmark No. 3078 Elev. = 890.186 (NAVD 88)
2.	Anoka County Benchmark No. 2078 Elev. = 899.499 (NAVD 88)

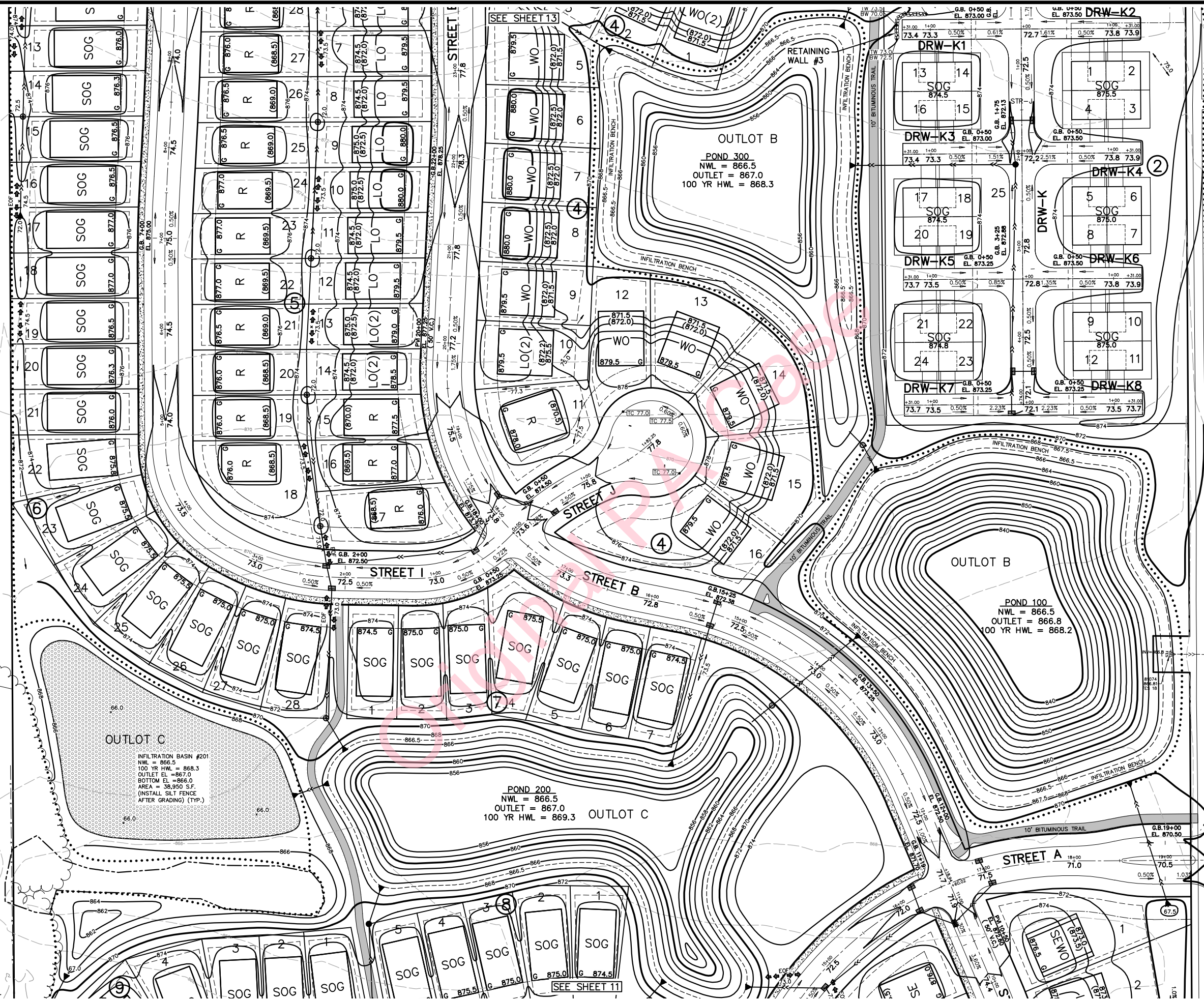
NWL = 866.5  
 OUTLET = 867.0  
 100 YR HWL = 869.3 OUTLOT C

SEE SHEET 12

SEE SHEET 10



BENCHMARK	
1.	Anoka County Benchmark No. 3076 Elev. = 890.186 (NAVD 88)
2.	Anoka County Benchmark No. 2078 Elev. = 899.499 (NAVD 88)



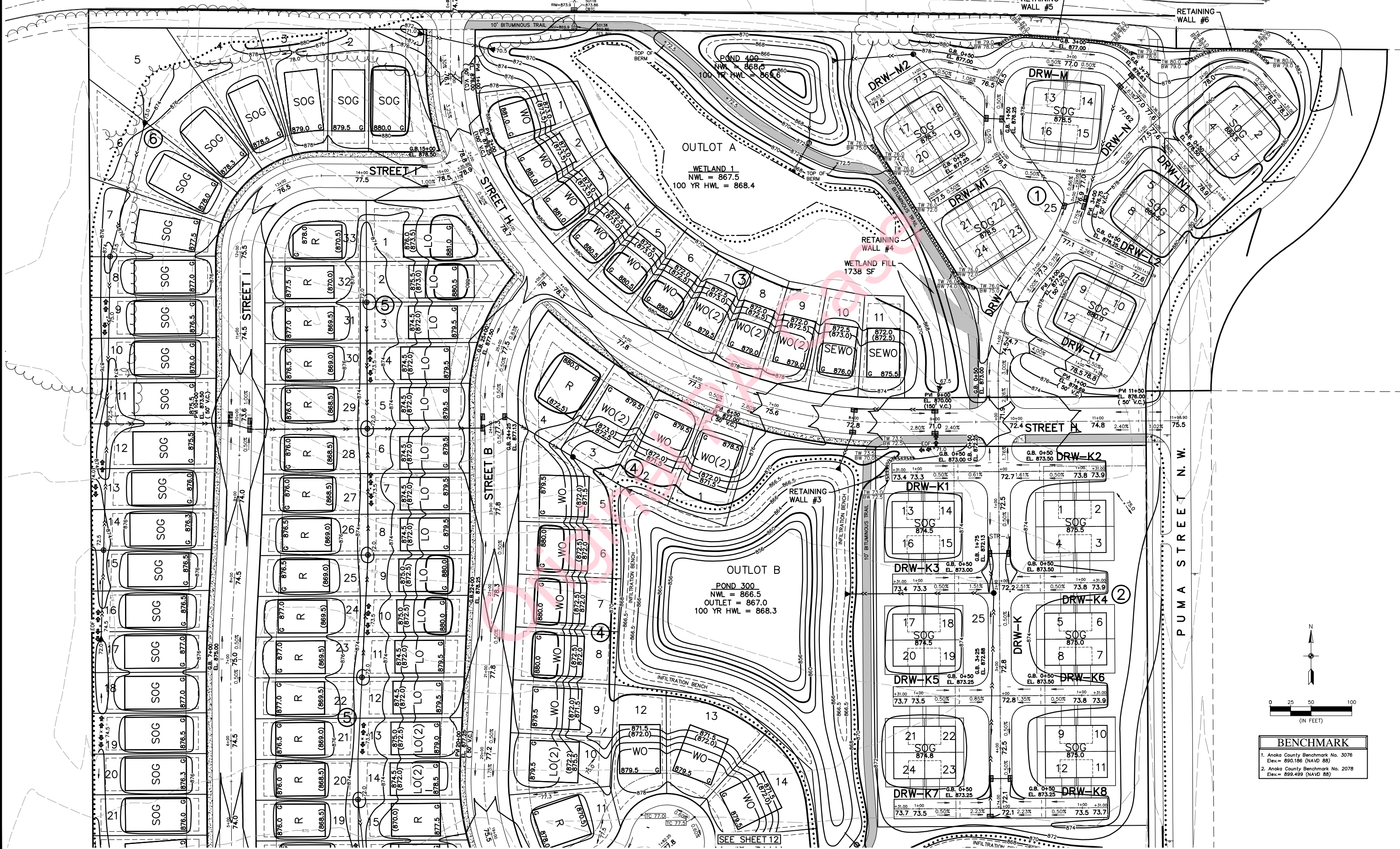
**OUTLOT C**  
 INFILTRATION BASIN #201  
 NWL = 866.5  
 100 YR HWL = 868.3  
 OUTLET EL = 867.0  
 BOTTOM EL = 866.0  
 AREA = 38,950 S.F.  
 (INSTALL SILT FENCE  
 AFTER GRADING) (TYP.)

**POND 200**  
 NWL = 866.5  
 OUTLET = 867.0  
 100 YR HWL = 869.3

**POND 100**  
 NWL = 866.5  
 OUTLET = 866.8  
 100 YR HWL = 868.2

**OUTLET B**  
 POND 300  
 NWL = 866.5  
 OUTLET = 867.0  
 100 YR HWL = 868.3

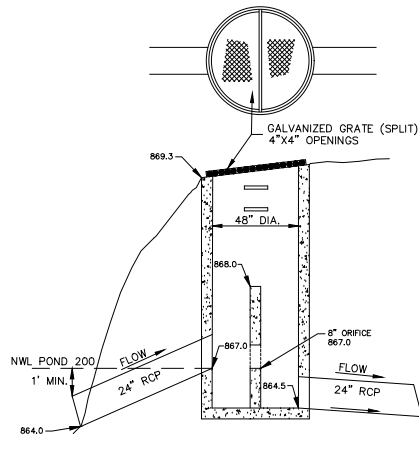
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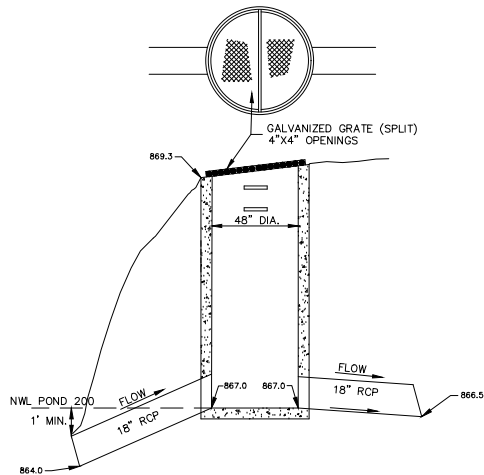
**BENCHMARK**

1. Anoka County Benchmark No. 3076 Elev = 890.186 (NAVD 88)
2. Anoka County Benchmark No. 2078 Elev = 899.499 (NAVD 88)

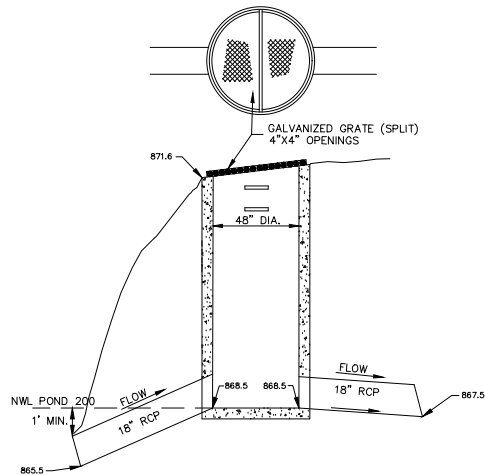
OUTLET CONTROL STRUCTURE POND 200



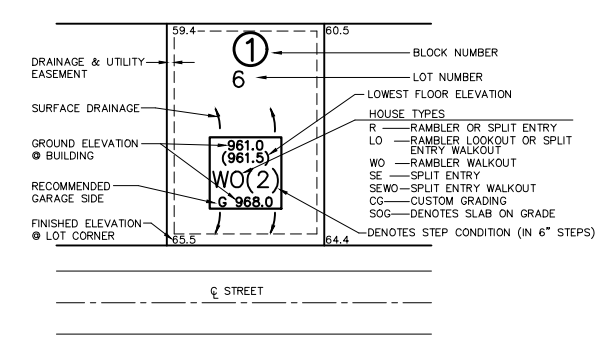
OUTLET CONTROL STRUCTURE POND 300



OUTLET CONTROL STRUCTURE POND 400



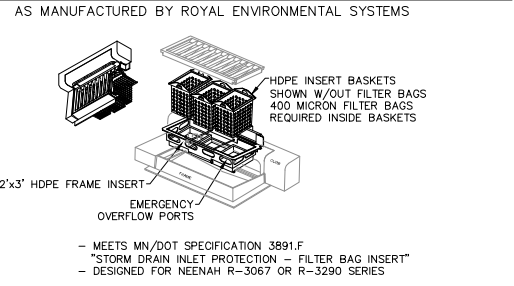
GRADING PLAN LOT KEY



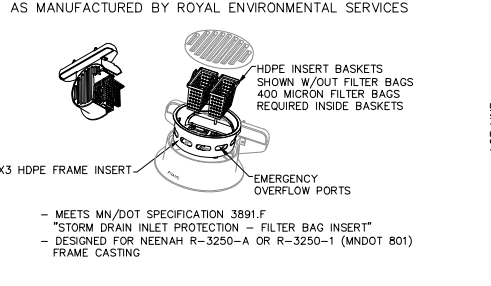
LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS	---	---
CONCRETE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
WATER MAIN	---	---
OVERHEAD UTILITY	---	---
STORM CATCH BASIN	---	---
STORM MANHOLE	---	---
OUTLET CONTROL STRUCTURE	---	---
MANHOLE	---	---
HYDRANT	---	---
GATE VALVE	---	---
TELEVISION BOX	---	---
TELEPHONE BOX	---	---
UTILITY POLE	---	---
RETAINING WALL	---	---
FENCE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
FEMA FLOOD PLAIN	---	---
WETLAND LINE	---	---
SPOT ELEVATION	---	---
EMERGENCY OVERFLOW	---	---
SILT FENCE	---	---
TREE FENCE	---	---
TREELINE	---	---
SOIL BORING	---	---

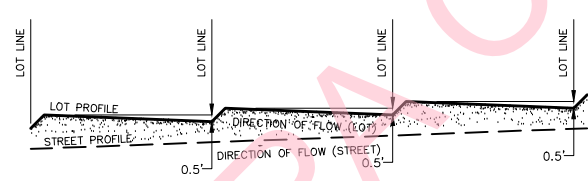
INFRASAFE - 2'x3' DEBRIS COLLECTION DEVICE



INFRASAFE - 27" DEBRIS COLLECTION DEVICE



LOT BENCHING DETAIL



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2005) EXCEPT AS MODIFIED BELOW.

TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE MORE THAN 14 DAYS.

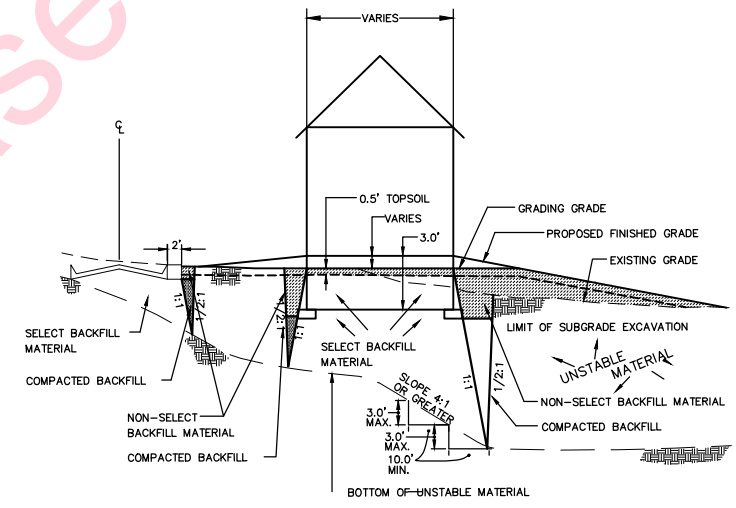
SEED: MNDOT MIXTURE 250 AT 70 POUNDS PER ACRE.

DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.

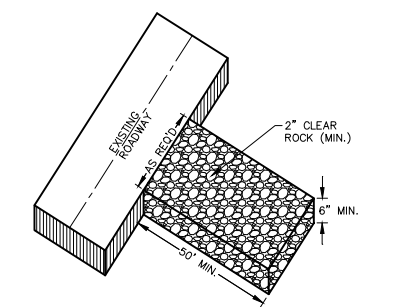
MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).

FERTILIZER: TYPE 24-12-24 AT 300 POUNDS PER ACRE.

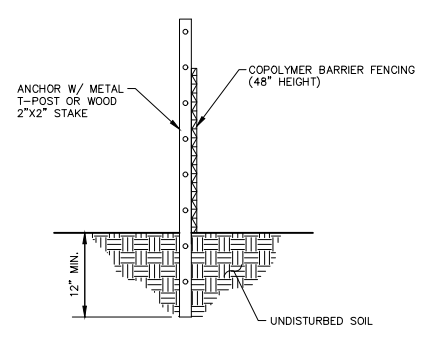
SUBGRADE CORRECTION



ROCK CONSTRUCTION ENTRANCE

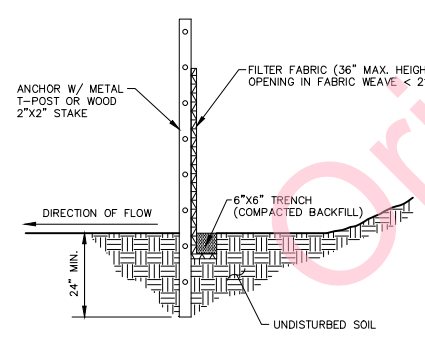


TREE FENCE



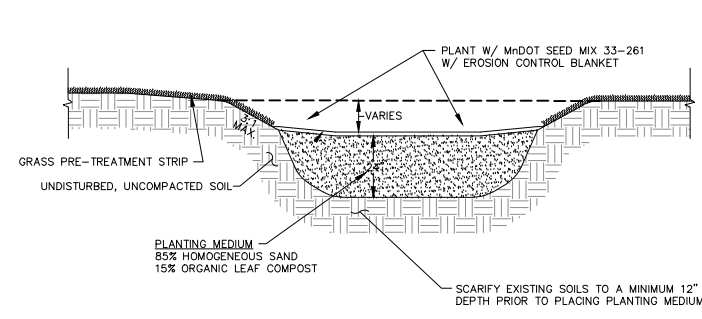
- NOTES:
1. TREE FENCING SHALL BE PLACED A MINIMUM OF 1 FOOT PER CALIPER INCH OF TREE DIAMETER FROM TREE(S) THAT IS/ARE TO BE SAVED.
  2. ANCHOR POST MAY BE SPACED UP TO 10 FEET APART.
  3. SECURELY ATTACH TREE FENCE TO ANCHOR POSTS W/ MINIMUM OF TWO ATTACHMENTS PER POST.
  4. SEE MNDOT SPECIFICATION 2572.

SILT FENCE

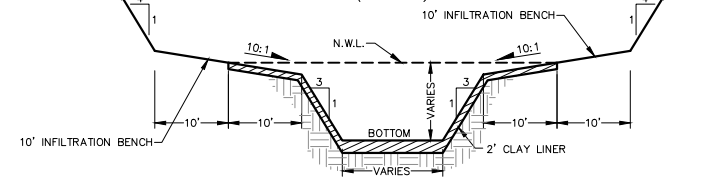


- NOTES:
1. DIG A 6\"/>
  - 2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
  - 3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
  - 4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6\"/>
  - 5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
  - 6. SEE MNDOT SPECIFICATIONS 2573 & 3886.

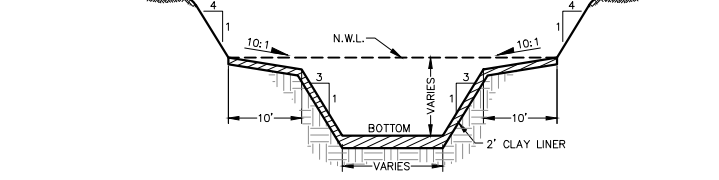
INFILTRATION BASIN



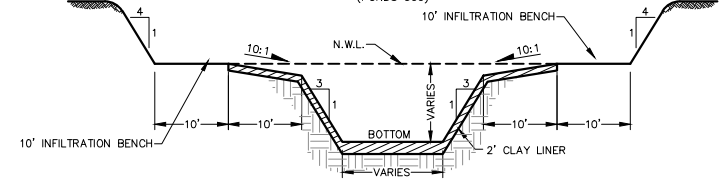
TYPICAL POND SECTION (PONDS 100)



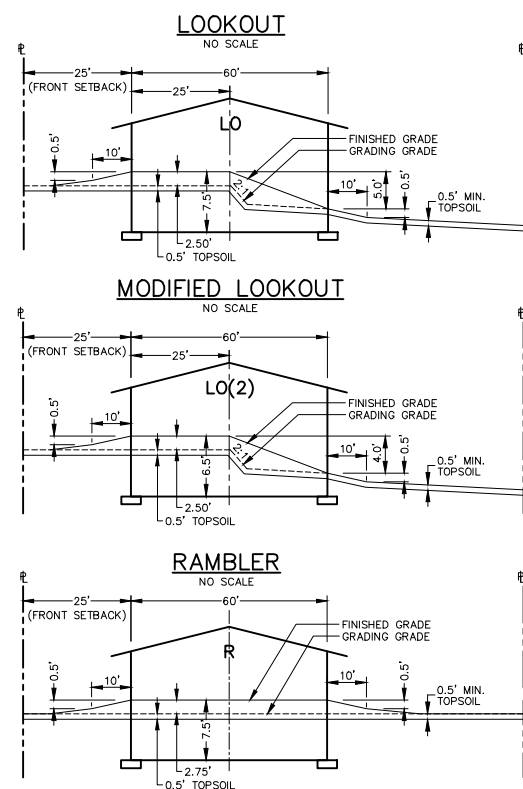
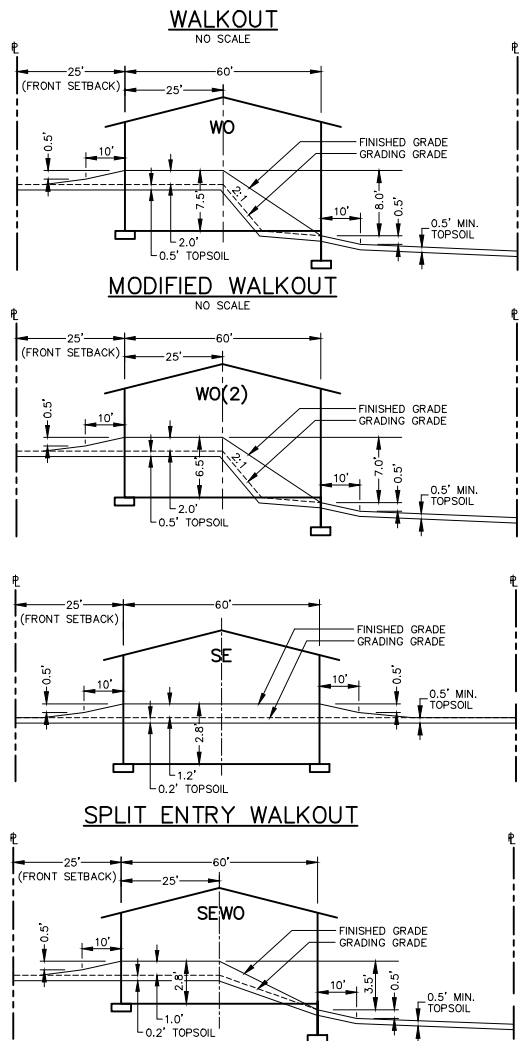
TYPICAL POND SECTION (PONDS 200)



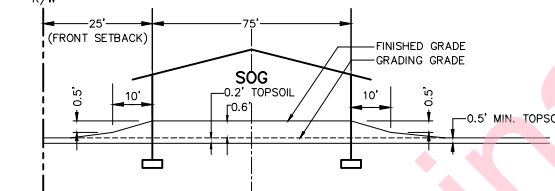
TYPICAL POND SECTION (PONDS 300)



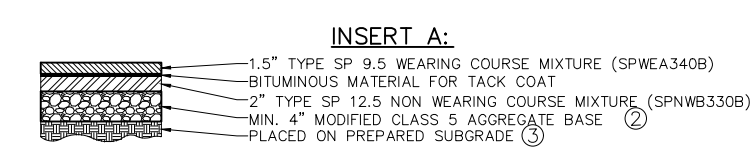
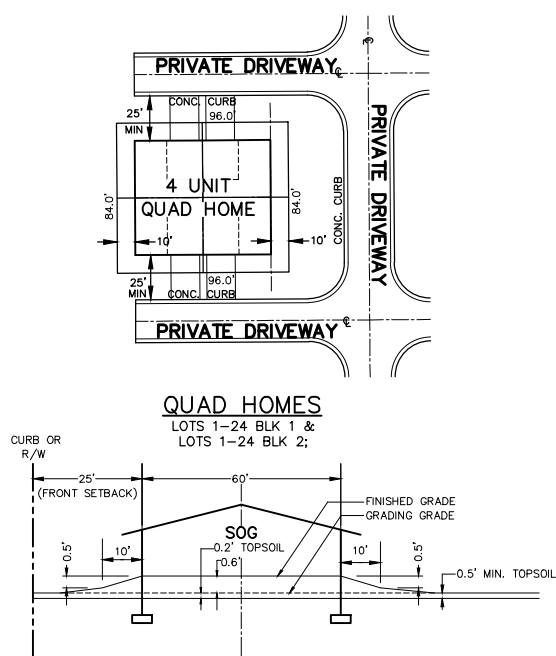
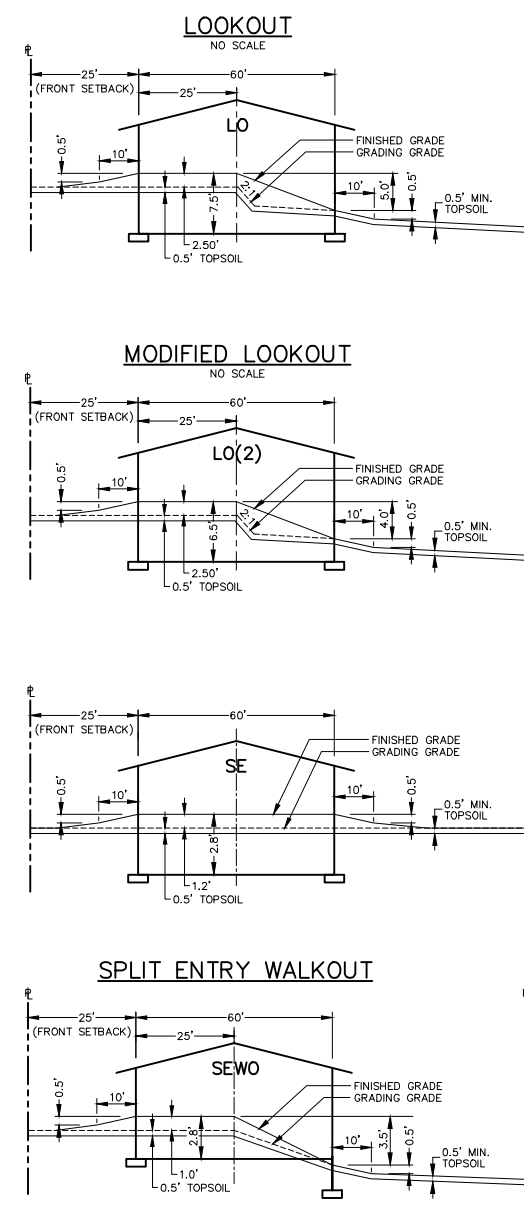
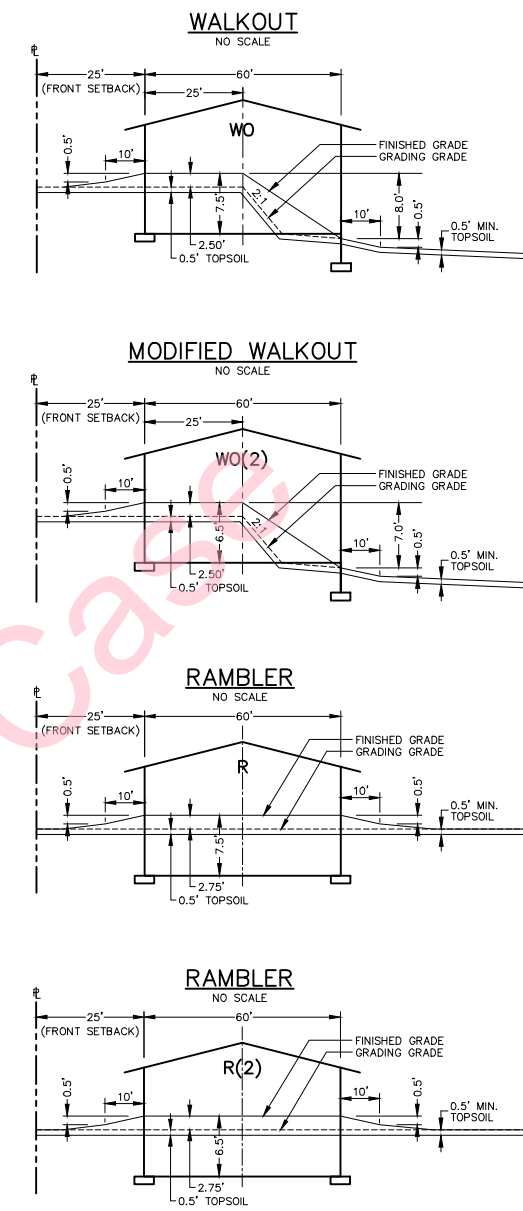
65' LOTS



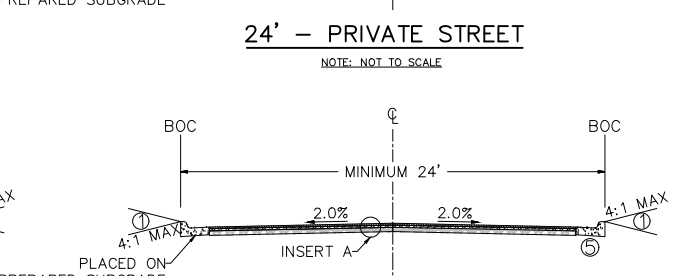
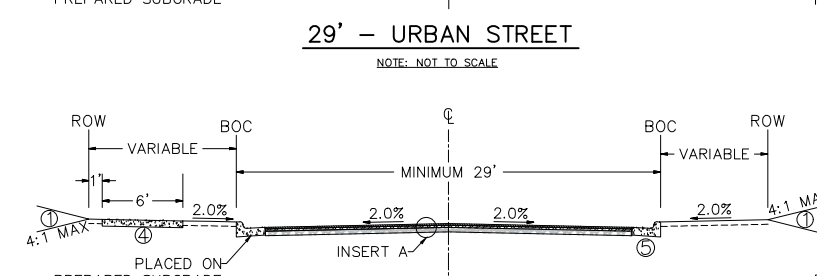
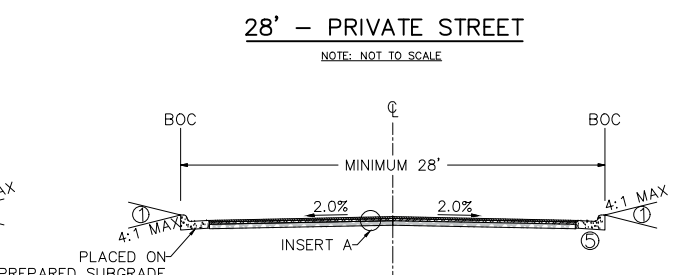
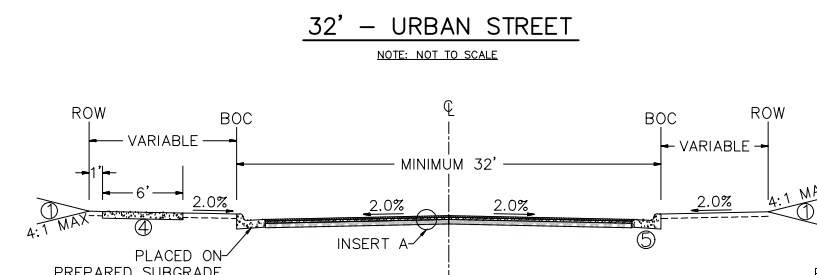
50' VILLAS  
SINGLE FAMILY HOLDOWNS  
LOTS 1-28, BLK 6; LOTS 1-7, BLK 7;  
LOTS 1-5 BLK 8; & LOTS 1-22 BLK 9



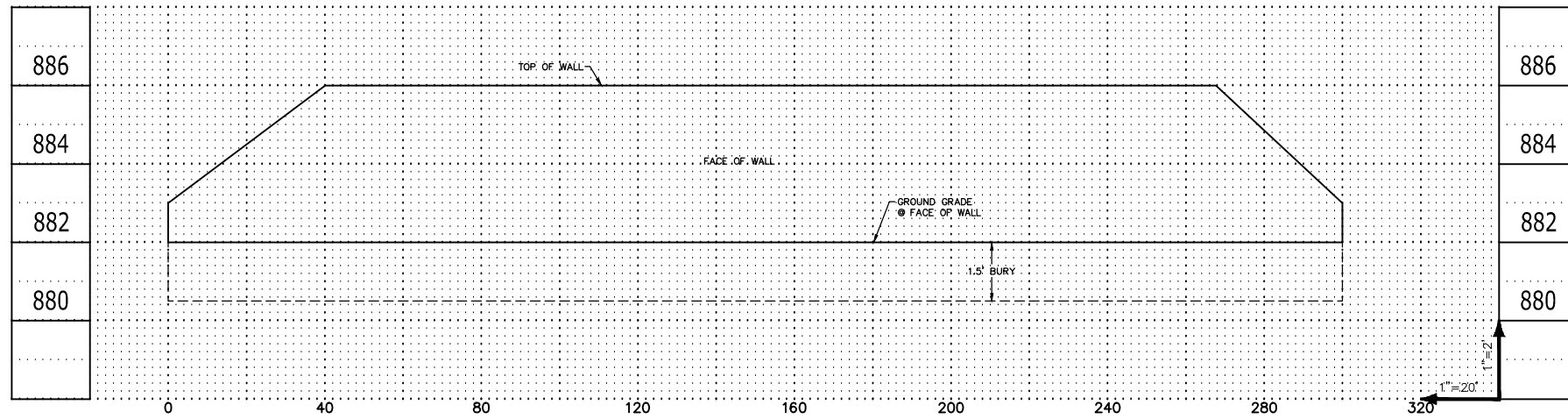
50' LOTS



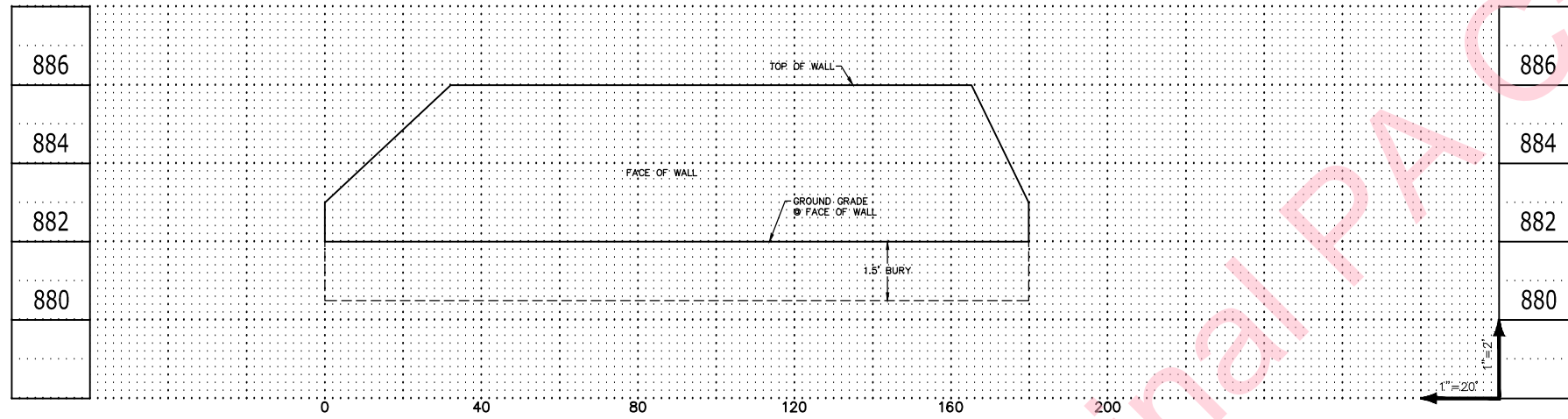
- REFERENCE NOTES:**
- GRADE TO MATCH EXISTING SURFACE MINIMUM 4" COMMON TOPSOIL BORROW IN BOULEVARDS. SEE CITY PLATE No. ERO-6
  - CLASS 5 GRADATION IS MODIFIED PER CITY PLATE No. STR-26
  - CONTRACTOR SHALL SCARIFY AND COMPACT, ACCORDING TO THE SPECIFIED DENSITY METHOD, THE TOP 12 INCHES OF MATERIAL PRIOR TO PLACING ANY FILL MATERIALS OR CLASS 5 AGGREGATE BASE.
  - ALL SIDEWALKS SHALL BE 6" THICK, 6" WIDE, PLACED ON PREPARED SUBGRADE.
  - CONCRETE CURB AND GUTTER PER PLAN. SEE CITY PLATE No. STR-1.



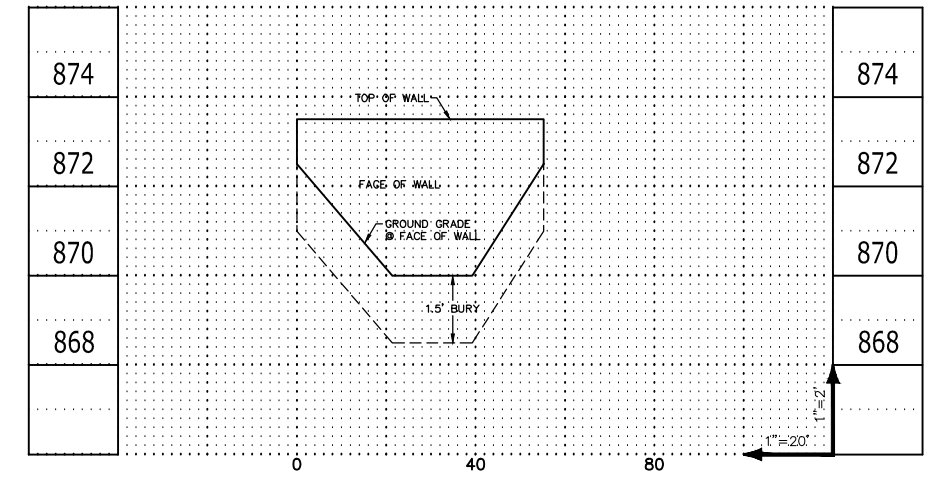
MODULAR RETAINING WALL #1  
(1542 SF)



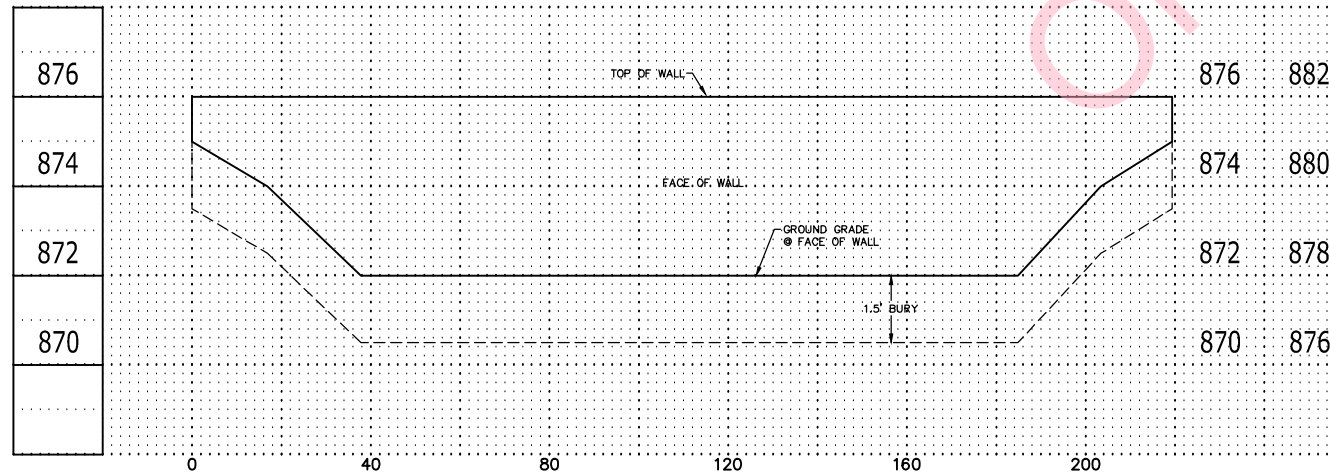
MODULAR RETAINING WALL #2  
(919 SF)



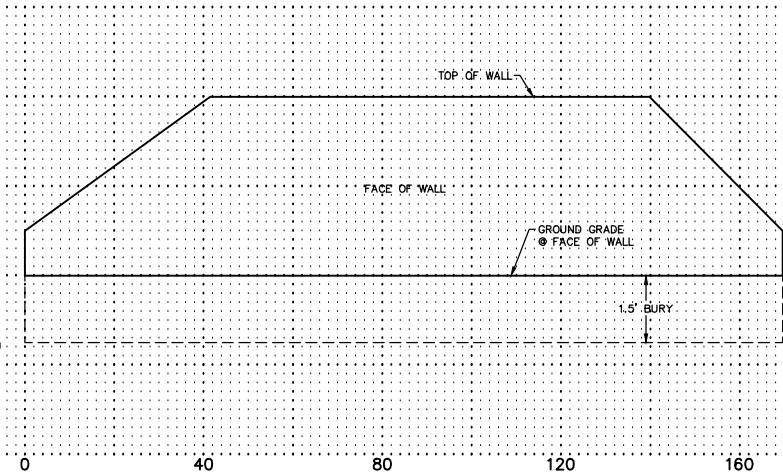
MODULAR RETAINING WALL #3  
(235 SF)



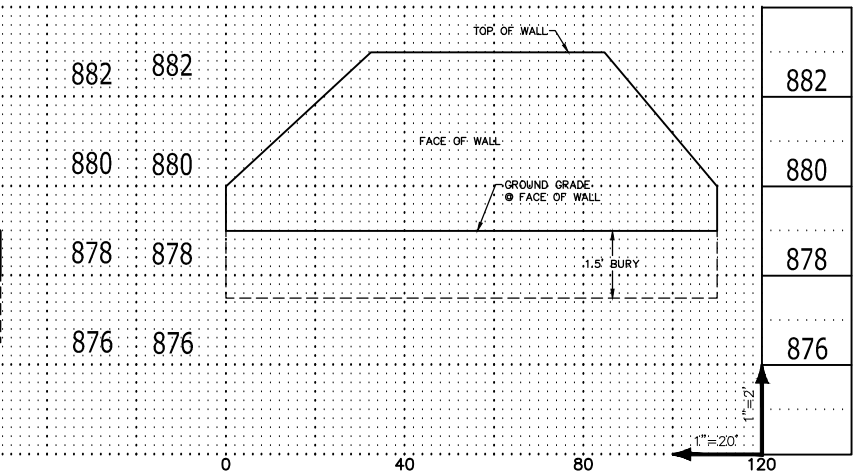
MODULAR RETAINING WALL #4  
(1085 SF)



MODULAR RETAINING WALL #5  
(830 SF)



MODULAR RETAINING WALL #6  
(525 SF)



Original P.A. Case

**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, July 13, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:     Chairperson Jim Steffen  
                            Member Brian Burandt  
                            Member Glen Hardin  
                            Member Chris Riley  
                            Member Wayne Skaff  
                            Member Kristine Williams (arrived at 7:32 a.m.)

Members Absent:     Member Philip Brunt

Also Present:         Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator  
                            Kurt Ulrich, City Administrator  
                            Brian Pankratz, CBRE  
                            Jim Deal, PSD  
                            Matt Kuker, PSD  
                            Mike Mulrooney, CMDC

**1.     CALL TO ORDER**

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

**2.     APPROVE AGENDA**

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley.  
Voting No: None. Absent: Members Brunt and Williams.

**3.     APPROVE MINUTES**

**3.01:   Approve Meeting Minutes Dated June 8, 2017**

Motion by Member Hardin, seconded by Member Skaff, to approve the June 8, 2017, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Skaff, Burandt, and Riley.  
Voting No: None. Absent: Members Brunt and Williams.

Member Williams arrived.

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

##### **4.01: Strategy for Marketing and Selling City Owned Land**

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked Mr. Pankratz for his input on not working with a broker long-term.

Brian Pankratz stated that if the City were to sell the remaining land in a bulk sale, the developer would have the carry costs and maintenance on their hands, which will take the land price down. He noted that the developer would also want certainty on what can and cannot be developed in each location. He stated that the unknown road alignment for Ramsey Parkway has come into play in some discussions. He stated that another question would be if the amenities will be put into place, such as Lake Ramsey. He stated that another issue is the visibility or lack thereof, from Highway 10, and therefore signage should be considered. He noted that zoning would be another component to consider. He stated that there is a lot of activity and once that is in place and the press releases go out, that will continue to build interest. He stated that a full restaurant is very expensive to build and there are not second and third generation restaurant buildings for a restaurant to come into.

Chairperson Steffen asked if Mr. Deal had input.

Jim Deal stated that the activity has picked up substantially and the industrial side of things is starting to pick-up, which is why PSD thinks there is opportunity for a business park. He noted that the increased industrial business would bring in additional traffic to The COR, which can bring in additional interest for businesses. He stated that the more rooftops you gain, the more interest you will get from commercial and retail. He identified an area (the old Diamonds parcel) that would be perfect for a large anchor, such as a Menards or Fleet Farm, which will then attract additional retailers.

Matt Kuker stated that signage is a huge issue because businesses want to be visible from Highway 10. He stated that people do not want to buy land if they do not know what can be done on it. He stated that rather than master plan the development, they will almost have to piece it together as it comes. He noted that the interest turned down for the Diamonds parcel was another RV dealer and they felt the City did not need another RV dealer.

Chairperson Steffen agreed that the City should probably follow the wait and see approach because there are so many projects in the hopper.

Economic Dev. Mgr/Assistant City Administrator Brama stated staff and the City is not taking the position of not doing anything and waiting, because there are several initiatives currently underway, and there will be more moving forward. He noted that this would be more of an interim approach to allow the market to adjust.

Member Riley stated that doing nothing is not an approach he will support, but stated that he does understand that there is a lot going on right now that could attract additional interest. He stated that the City should be prepared to say what they want when the time is right.

Chairperson Steffen stated that the City is doing all of the things outlined in the case under the recommendation and confirmed the consensus of the EDA to follow the steps of the interim route.

City Administrator Ulrich stated that the recommendation was to stay the course identified and let the pieces get into place in order to reassess the situation and identify a long-term strategy. He stated the recommended approach was not to wait and do nothing.

Member Riley stated that Mr. Pankratz has knowledge of where the City has been in the past, to where they are now, and where they may end up in the future and asked for his opinion.

Mr. Pankratz stated that perhaps there is a happy medium in between that involves the City, a broker, and developer. He stated that the RFP process is unknown, noting that Shakopee is selling their old City Hall for \$2, plus incentives through TIF. He stated that from where the City was three years ago to where they are now has changed the perception of the City in a positive manner. He stated that the City is creating a positive momentum. He explained that the retail market has changed so dramatically in the past year that retailers are gun shy. He stated that the housing market continues to boom. He stated that the City could probably get a master developer but he was unsure how much skin those developers would be willing to put in the game. He stated that the unknown with an RFP is how much the developer is willing to put into the game and what they are going to do.

Mr. Kuker stated that ISD #11 is looking for a bond and identified Ramsey as one of their biggest areas. He noted that another school would bring additional interest. He agreed that the perception of Ramsey has changed in the past few years in a positive measure.

Member Riley stated that although there are projects to be excited about, these are not the projects that residents have been asking for.

Member Williams stated that the City does not know the cost to engage a developer, and what the deliverables would specifically be. She stated that this interim plan maintains the status quo but the EDA still needs to identify what they want and what they are willing to pay for.

Mr. Deal noted that restaurants are a tough market and will be a tough sell. He noted that hotels have also been a discussion but those developers are also shy because they are unsure that the traffic flow would support that development. He stated that those projects will come once the City has more activity.

Mr. Pankratz stated that if residents want restaurants they should email those businesses to tell them they would like to see their business in Ramsey.

Member Williams encouraged the group to continue to discuss the vision, because if the EDA does not provide input, they will become reactive to someone else's vision rather than being a part of that voice. She provided additional input on the vision statement and the groups that have been involved.

Economic Dev. Mgr/Assistant City Administrator Brama stated that he can add language that the EDA would like to continue to be a part of the visioning process.

Member Williams suggested that the EDA take the vision statement and make their recommended changes; considering what the statement is today and whether the robust statement is what they want to put forward to developers. She stated that she has thoughts on the plan from an EDA perspective, noting that the momentum of the document is going to represent the vision of The COR, although it reads more like a working document from one group (Planning Commission). She did not believe it is representative of what the EDA or the City as a whole would like to see.

Economic Dev. Mgr/Assistant City Administrator Brama stated that he can bring that document back to the EDA to review and provide input.

Chairperson Steffen agreed that the EDA should be involved rather than simply reviewing the work of the Planning Commission. He stated that it would be helpful for the EDA to jump on board before the train gets too far out of the station.

The consensus of the EDA is to stay the course and reassess in the future, while continuing to participate in the vision discussion.

#### **4.02: 2018 EDA Workplan**

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked for clarification on business incubators.

Economic Dev. Mgr/Assistant City Administrator Brama provided additional details on flexible workspaces, noting that many microbusinesses start in that manner because they do not have the capacity to lease space.

Chairperson Steffen stated that he would support having business incubators within the Workplan. He stated that RALF moved from secondary to primary and asked if there were any other shifts.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that was the only shift.

Member Riley stated that the City is only looking at strategic RALF properties. He noted that in the past the City was too aggressive and is now being more strategic in acquiring properties, rather than simply acquiring the properties and removing them from the tax roll.

City Administrator Ulrich stated that as the road alignment is known, the City will be able to resell some of the properties that will not be needed that were purchased through RALF.

Member Riley asked for additional clarification on the infrastructure.

Economic Dev. Mgr/Assistant City Administrator Brama stated that there is infrastructure in place, but there is no plan for future infrastructure that will be needed.

Member Riley stated that the City has a few plats that are pending and asked if that would be a good time to redo work and attempt to gain a separate zip code for Ramsey.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the City is able to reapply once per year at minimum for its own zip code. He stated that there are items beyond number of mailing addresses or population that dictate where post offices are placed. He stated that the other items outside of population and addresses are what is keeping the City from that step.

Member Riley asked if the old municipal center should be removed.

Economic Dev. Mgr/Assistant City Administrator Brama stated that there is not much left on that project and the City will continue to progress whether the item is on the Workplan or not.

It was the consensus of the EDA to remove the old municipal center from the Workplan as the EDA's work on that item has been completed.

#### **4.03: CBRE Real Estate Listing Contract, Amendment #2, 1-Year Extension w/Month to Month Termination Option**

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked if Mr. Pankratz is comfortable with this proposal.

Mr. Pankratz stated that he is comfortable with this agreement.

Motion by Member Skaff, seconded by Member Hardin, to recommend to City Council to approve the 1-year contract extension for broker services with CBRE, subject to final review and amendments by the City Attorney.

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

#### **4.04: Riverstone Development Purchase Agreement (Portions may be closed to the public)**

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Member Riley asked why the road was incorrectly aligned to begin with.

Economic Dev. Mgr/Assistant City Administrator Brama replied that the road was historically aligned incorrectly.

Member Riley asked, and received confirmation, that the purchase price includes the right-of-way.

Member Williams stated that she would like to consider discussing the purchase price, as the development has a higher density than the other parcels and is on a major road. She believed that the City should carefully consider the purchase price.

Economic Dev. Mgr/Assistant City Administrator Brama replied that the EDA can go into closed session to discuss the purchase price. He noted that the discussion can also occur in open session if the EDA is comfortable with that. He stated that this deal is on the bottom of the range and therefore the EDA could negotiate for a higher price.

Chairperson Steffen stated that discussion could occur in open session.

Member Williams stated that the 1.5 acres has a higher density, has more visibility and is closer to the major road than the section in the middle of the development. She explained that higher density equals higher prices for the developer. She believed that parcel is worth more than 1.5 acres in other areas. She stated that perhaps negotiation should occur on that parcel. She stated that it is not lost on her that the difference is not worth the effort of renegotiating when this supports a development that supports a lot of the goals of the community. She asked for the input of the EDA on whether that is the right price for the right project.

Economic Dev. Mgr/Assistant City Administrator Brama replied that the property is listed at \$40,000 per acre and the offer was at \$25,000 per acre. He stated that the next step could be for staff to counter and ask for \$5,000 to \$10,000 more before this moves forward to the City Council.

Chairperson Steffen asked if the road has to be realigned.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that the Preliminary Plat has already been approved, and therefore the realignment of the road will occur. He confirmed that the realignment does allow approximately four additional lots to be built.

Chairperson Steffen agreed that it would be justified to bring the counteroffer to Capstone for \$5,000 to \$10,000 more per acre.

Motion by Member Skaff, seconded by Member Burandt, to recommend to City Council to adopt the purchase agreement between the City of Ramsey and Riverstone Development for roughly 1.9 acres of City owned land, and direct staff to counteroffer an additional \$5,000 to \$10,000 per acre for the sale price.

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

Member Hardin left the meeting at 8:46 a.m.

#### **4.05: Request from Ramsey Business for Use of EDA Revolving Loan Fund: Case of Stone Brook Children's Academy**

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Mike Mulrooney, CMDC, stated that when they reviewed the request they believed that it would be helpful for the owners to reserve as much capital for working purposes. He stated that the borrowers are highly educated with excellent track records and have jobs outside of this endeavor, which lends additional support for the repayment ability for the loan long-term. He explained that this is a start-up business and therefore additional equity is required, moving the line from ten percent to 15 percent. He noted that the revolving loan fund could fill that equity gap. He explained the difference between the note rate and effective rate.

Chairperson Steffen asked if the construction costs have risen in the past few months.

Michael Johnson, representing the applicant, replied that the construction costs have risen with the comments and requirements of the Planning Commission. He noted that the increased brick and glass will have a positive impact on the aesthetics of the project, but do have a higher cost.

Member Riley asked if the landowner and business operated are separate entities or whether the two are one in the same.

Mr. Mulrooney replied that the landowner will be separate for the operator but noted that both parties will be signed onto the loan as co-borrowers.

Chairperson Steffen asked if it is necessary to go out 15 years on the term of the loan.

Mr. Mulrooney stated that he believes that it is necessary because the loan will be secured with the same assets and therefore the SBA policy is to match the same term as the SBA. He stated that the SBA term is 20 years but he feels that they will be able to gain approval from the SBA on the 15-year term to match the requirements of the City.

Chairperson Steffen asked for input on the process from the applicant.

Mr. Johnson stated that they are in the final stages of the approvals from the City and are awaiting the finishing touches on the loan processes. He stated that once approval is gained from the City, they would finalize the purchase of the property and would hope to break ground soon after. He stated that they are ready and are about three months behind their original schedule.

Motion by Chairperson Steffen, seconded by Member Burandt, to recommend to City Council to approve a Ramsey EDA Loan to MK Johnson LLC consistent with the terms and conditions outlined in this case and to direct staff to draft proper loan agreements and loan documents for approval by the City Council.

Motion carried. Voting Yes: Chairperson Steffen, Members Burandt, Riley, Skaff, and Williams. Voting No: None. Absent: Members Brunt and Hardin.

#### **4.06: PSD LLC Business Park, Building B, Adrenaline Sports Center, Public Financing Agreement**

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked and received confirmation that the developer has closed on the land since the last meeting.

Mr. Kuker stated that once approval is gained on the 25<sup>th</sup> they will order the wall panels. He believed that on the 25<sup>th</sup> they will also be approved to move dirt on the site. He noted that the tree clearing and mass grading was approved subject to the approval of the LRRWMO permit.

Jason Arsvold, Ehlers, stated that the numbers are very similar to the TIF building, noting that this building is a bit larger than the TIF building and there is already a tenant for this building. He stated that with the assistance, after year five there would be a cash on cost return of eight percent; noting that year five would be the year the City assistance runs out. He stated that is within the acceptable range and is not being over subsidized by any means.

Chairperson Steffen asked when the first payment would begin.

Mr. Arsvold replied that the payments would begin one year after completion and would continue for three years, beginning in 2019 and then in 2020 and 2021.

Mr. Kuker stated that he appreciates the quick work of staff to change the parcels. He recognized that changing the plans made things a bit scrambled and wanted to express his appreciation to City staff and the Council.

Motion by Member Skaff, seconded by Member Burandt, to recommend to City Council to approve Resolution #17-07-177 awarding a business subsidy to PSD LLC.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Riley, and Williams. Voting No: None. Absent: Members Brunt and Hardin.

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

The EDA reviewed the Staff Update.

Economic Dev. Mgr/Assistant City Administrator Brama provided an update.

City Administrator Ulrich reported that the City is in the process of attempting to obtain the land back from McDonald's. He noted that the City met with the Game Fair the previous day and provided a flyer for this year's event.

Member Riley stated that the Council reviewed the preliminary budget, noting that there was no change to the EDA portion. He stated that the EDA might be interested in reviewing the preliminary budget to provide input.

## 6. ADJOURNMENT

Motion by Chairperson Steffen, seconded by Member Skaff, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Riley, and Williams. Voting No: None. Absent: Members Brunt and Hardin.

The regular meeting of the Economic Development Authority adjourned at 9:13 a.m.

Respectfully submitted,

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Kurtis G. Ulrich  
City Administrator

ATTEST:

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Patrick Brama  
Econ. Dev. Mgr/Assistant City Administrator

Draft by Amanda Staple  
*TimeSaver Off Site Secretarial, Inc.*