



CITY OF SAINT ANTHONY VILLAGE
**HOUSING AND REDEVELOPMENT AUTHORITY MEETING
AGENDA**

Tuesday, June 27, 2023 at 7:00PM

[Join Meeting via Zoom](#)

There is also a dial-in option available. Members of the public who wish to attend the meeting may do so in person.

- I. Call To Order
- II. Roll Call
- III. Approval Of Agenda
- IV. Consent Agenda
 - A. Approval Of HRA Meeting Minutes

Documents:
[HRA 05-23-2023.PDF](#)
 - B. Claims

Documents:
[6-27-23 HRA.PDF](#)
- V. Public Hearings
- VI. General Policy Of Business Of The H.R.A.
 - A. HRA Resolution 23-01

Charlie Yunker, City Manager, presenting.

Documents:
[COVER MEMO.PDF](#)
[LETTER OF INTENT.PDF](#)
[HRA RESOLUTION 23-01.PDF](#)
- VII. Staff Reports

VIII. H.R.A. Commissioner Comments

IX. Information And Announcements

X. Adjournment

If you would like to request special accommodations or alternative formats, please contact the City Clerk at 612-782-3313 or email city@savmn.com. People who are deaf or hard of hearing can contact us by using 711 Relay.

Our mission is to promote a high quality of life to those we serve through outstanding city services.

CITY OF ST. ANTHONY
HOUSING AND REDEVELOPMENT AUTHORITY MEETING
MAY 23, 2023

CALL TO ORDER.

Chair Stille called the meeting to order at 7:48 p.m.

ROLL CALL.

Present: Chair Stille, Commissioners Jenson, Randle, Walker and Webster.

Absent: None.

Also Present: Executive Director Charlie Yunker.

I. APPROVAL OF MAY 23, 2023 H.R.A. AGENDA.

Motion by Commissioner Walker, seconded by Commissioner Webster, to approve the May 23, 2023 Housing and Redevelopment Authority Agenda as presented.

Motion carried 5-0.

II. CONSENT AGENDA.

A. H.R.A. Meeting Minutes of April 25, 2023.

B. Claims.

Motion by Commissioner Jenson, seconded by Commissioner Walker, to approve the Consent Agenda as presented.

Motion carried 5-0.

III. PUBLIC HEARINGS – NONE.

IV. GENERAL POLICY BUSINESS OF THE H.R.A. – NONE.

V. STAFF REPORTS – NONE.

VI. H.R.A. COMMISSIONER COMMENTS – NONE.

VII. INFORMATION AND ANNOUNCEMENTS – NONE.

VIII. ADJOURNMENT.

Chair Stille adjourned the meeting at 7:50 p.m.

Respectfully submitted,
Debbie Wolfe
TimeSaver Off Site Secretarial, Inc.

ATTEST: _____
City Clerk

Chair

<u>Vendor Number</u>	<u>Payee</u>	<u>Check Issue Date</u>	<u>Amount</u>
10461	EHLERS & ASSOCIATES, INC.	06/27/2023	1,020.00
13282	METCO	06/27/2023	850.00
11812	URBAN LAND INSTITUTE	06/27/2023	2,500.00
Grand Totals:			<u><u>4,370.00</u></u>



MEMORANDUM

To: Saint Anthony Village Housing & Redevelopment Authority
From: Charlie Yunker, Executive Director
Date: Jun 27, 2023 Saint Anthony HRA Meeting
Resolution: Approval of Resolution to Authorize Staff to Sign Letter Of Intent to Purchase the City-Owned Property at 3803 Stinson Blvd NE, St. Anthony, MN 55421

OVERVIEW

On June 20, 2023 staff received the attached Letter of Intent to Purchase the city-owned property at 3803 Stinson Blvd NE, St. Anthony, MN 55421.

The letter was reviewed by the City Attorney and no concerns were identified.

Should the HRA approve staff to sign the letter, staff would recommend arranging for a work session with the HRA and prospective buyer and their representatives, to discuss the intended use.

RECOMMENDATION

Staff recommends approval of the resolution.

ATTACHMENTS:

Letter of Intent

COMMERCIAL PURCHASE LETTER OF INTENT

Saint Anthony Village
3301 Silver Lake Road
St. Anthony, MN 55418

Effective Date: 6/19/2023

David Hernandez
6012 Oakland Ave
Minneapolis, MN 55417

RE: Intent to Purchase Commercial Property

This commercial purchase letter of intent (the "Letter of Intent") represents the basic terms for an agreement between the Buyer and Seller. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

I. The Buyer: David Hernandez (the "Buyer").

II. The Seller: Saint Anthony Village (the "Seller").

III. Property Address: 3803 Stinson Blvd NE St. Anthony, MN (the "Property").

Additional Description: **PID# 31-30-23-33-0003** Legally Described as: **APACHE PLAZA LOT 6 BLK 1.**

IV. Purchase Price: The Buyer shall purchase the Property for **Three Hundred Thousand Dollars (\$300,000)** (the "Purchase Price").

V. Purchase Terms: Payment of the Purchase Price shall be made in the following manner: **Bank Financing (See attached pre-approval letter).**

VI. Bank Financing: The Buyer has made it known that their ability to purchase the Property is
 conditional not conditional on their ability to obtain financing.

If the purchase is conditional on financing, it shall be under the following terms: **In the event the Buyer is not able to obtain financing, the Buyer will not be bound by this Letter of Intent and any monies paid to Seller by Buyer will be refunded to the Buyer.**

VII. Closing: The Closing shall occur on **TBD₁** or earlier by mutual agreement (the "Closing"). Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.

VIII. Closing Costs: All costs associated with the Closing shall be the responsibility of
 the Buyer the Seller both Parties bearing their own expenses.

IX. Possession: Possession of the Property shall be given on **TBD₁** or earlier by mutual agreement (the "Possession"). Any extension to the Possession must be agreed upon in writing by the Buyer and Seller.




X. Property Inspection: After a binding Purchase Agreement has been made, the Buyer shall hold the right to have the condition of the Property inspected by a person of their choosing. The inspection shall occur no later than **14 days** after a Purchase Agreement has been made.

After the Property has been inspected, the Buyer shall have an additional **7 days** to report any new disclosures to the Seller in writing. If the Buyer and Seller cannot reach a mutual agreement within **7 days** after delivery of the written disclosures, the Purchase Agreement shall be terminated with any earnest money being returned to the Buyer.

XI. Binding Effect: This Letter of Intent shall be considered: (Initial and Check)

 - **Binding** – Therefore, the Parties acknowledge that remedies at law will be inadequate for any breach of this Letter of Intent and consequently agree that this Letter of Intent shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights at law or in equity of the Parties under this Letter of Intent.

 **DH** - **Non-Binding** – Therefore, the Parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching an agreement in the future, of which the Buyer and Seller are not bound.

XII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Seller shall not engage in negotiations for the sale of the Property with any other party unless either the Buyer and Seller agree in writing to terminate this Letter of Intent, or the Buyer and Seller fail to sign a Purchase Agreement by **8/31/2023**.

XIII. Additional Provisions: Saint Anthony Village will be responsible for any/all environmental testing and remediation due to the known presence of environmental hazards relating to the former use of the property as a gas station.

XIV. Currency: All mentions of currency or the usage of the “\$” icon shall be known as referring to the US Dollar.

XV. Governing Law: This Letter of Intent shall be governed under the laws of the State of **Minnesota**.

XVI. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Intent by no later than **7/31/2023**.

BUYER

Buyer’s Signature  David Hernandez Date 06/19/23

Print Name David Hernandez

SELLER

Seller’s Signature _____ Date _____

Print Name _____





V I S I O N B A N K

June 16, 2023

David Hernandez
Greenhouse, LLC

Re: Pre-Approval Letter

Dear Mr. Hernandez,

Based on the information furnished by you, we are pleased to inform you that you have been pre-approved for a commercial real estate loan with the following parameters:

Property: 3803 Stinson Blvd, St. Anthony, MN

In order to obtain final approval of the loan, the following conditions will have to be met:

- Satisfactory Purchase Agreement
- Sufficient Evaluation for the purchase property
- Marketable Title of the property

Please note that your loan will need to be officially underwritten and given official approval before funding of the property can take place. This is not a commitment to lend and you are not required to obtain a loan simply because you have received this letter. No fees were charged in providing this letter.

Please call me at 952.548.9876 if you have any questions or need immediate assistance. A follow-up letter can be provided upon request after receipt of the executed purchase agreement.

Thank you,

Susan M. Anderson
Senior Vice President
Sue@bankwithvision.com

It's possible here.

**HOUSING AND REDEVELOPMENT AUTHORITY
OF THE
CITY OF SAINT ANTHONY VILLAGE
RESOLUTION 23-01**

**A RESOLUTION AUTHORIZING STAFF TO SIGN LETTER OF INTENT TO
PURCHASE THE CITY-OWNED PROPERTY AT 3803 STINSON BLVD NE, ST.
ANTHONY, MN 55421**

WHEREAS, the City of St. Anthony, is the owner of property located at 3803 Stinson Blvd NE, ST. Anthony, MN 55421: and

WHEREAS, a Letter of Intent to Purchase said property was received on June 20, 2023:

WHEREAS, the Housing and Redevelopment Authority authorizes staff to sign the non-binding agreement.

NOW, THEREFORE, BE IT RESOLVED the Housing and Redevelopment Authority of the City of Saint Anthony Village the follows:

Authorize staff to sign the Letter of Intent to purchase the city owned property at 3803 Stinson Blvd NE, St. Anthony, MN 55421

Adopted by the Housing and Redevelopment Authority of the City of Saint Anthony Village on this 27th day of June, 2023.

ATTEST: _____
City Clerk

Randy Stille, Chair

Review for Administration: _____
Charlie Yunker, Executive Director