

**City of Ramsey**  
**Agenda**  
**Economic Development Authority (EDA)**  
**Thursday, March 14, 2024**  
**7:30 am**  
**Council Chambers, 7550 Sunwood Drive NW**

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

1. **Call to Order**
  
2. **Approve Agenda**
  
3. **Approve Minutes**
  1. Approve EDA Meeting Minutes for February 8, 2024
  
4. **EDA Business**
  1. Consider Approval of Purchase Agreement and Right of Re-Entry Agreement for 6591 141st Avenue NW; Case of Blanery LLC (portions of the meeting may be closed to the public)
  2. Consider Recommendation to approve Bossman Inc. Sign and Awning Program request.
  
5. **Member/Staff Input**
  
6. **Adjournment**

**Economic Development Authority (EDA)**

**Meeting Date:** 03/14/2024

**Primary Strategic Plan Initiative:** Enhance City’s communication through transparency and accountability.

**Title:**

Approve EDA Meeting Minutes for February 8, 2024

**Purpose/Background:**

Purpose: The purpose is to approve the meeting minutes for the EDA meeting held the prior month.

Background: The meeting minutes are attached for review and approval.

**Recommendation:**

Approval of February 8, 2024 meeting minutes.

**Outcome/Action:**

Motion to approve February 8, 2024 EDA meeting minutes.

**Attachments**

EDA Minutes

**Form Review**

Inbox	Reviewed By	Date
Sean Sullivan	Wendy Schlueter	02/16/2024 01:01 PM
Sean Sullivan	Sean Sullivan	02/16/2024 02:11 PM
Brian Hagen	Brian Hagen	03/05/2024 08:55 AM
Form Started By: Wendy Schlueter		Started On: 02/13/2024 01:06 PM
Final Approval Date: 03/05/2024		

**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, February 8, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:     Chairperson Scott Winyinger  
                          Member Chelsee Howell  
                          Member Rachal Johnson  
                          Member Brittany Lindahl  
                          Member William MacLennan  
                          Member Chris Riley  
                          Member Shanna Stewart

Members Absent:     None

Also Present:         Sean Sullivan, Economic Development Manager

**1.     CALL TO ORDER**

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

**2.     APPROVE AGENDA**

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

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

**3.     CONSENT AGENDA**

**3.01:   Approve Meeting Minutes Dated January 11, 2024**

Motion by Member Johnson, seconded by Member Lindahl, to approve the January 11, 2024, minutes as presented.

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

**4.     EDA BUSINESS**

**4.01:   Consider Provision of Tax Increment Financing Assistance to Medart, Inc.**

Economic Development Manager Sullivan presented the staff report.

Jason Aarsvold, Ehlers, provided details on the analysis completed by Ehlers. He explained that the requested \$1,500,000 in TIF cannot be reached without the A-Election and provided additional details relating to Fiscal Disparities. He also explained the difference between the A-Election and B-Election as well as the potential impact, or no impact, to taxpayers. He then provided details on the additional analysis that was completed to ensure that the requested assistance would not unduly enrich the project. He commented that the assistance requested does meet the but-for test.

Member Stewart asked for clarification on the rating of 29.

Economic Development Manager Sullivan commented that the scoring system for the application with the City is not tied to the Ehlers analysis. He explained that the higher the score, the better the project and a score of 29 is high on the moderate range.

Member Stewart commented that A - Election would have an impact on the Ramsey taxpayers and asked if there would be an impact to someone as a result of B - Election.

Mr. Aarsvold replied that the premise is that the project would not be in Ramsey but-for the assistance, therefore without the TIF assistance the City would not capture any of those taxes. He stated that if the project is built in Ramsey, there would be benefit to the City. B-Election does not have the impact on the taxpayer that A – Election would.

Member Riley asked if the B-Election would also be the same period of nine years.

Mr. Aarsvold confirmed that the duration would be nine year regardless of whether option A or B is chosen.

Economic Development Manager Sullivan completed presentation of the staff report.

Dave Strubberg, Medart, introduced himself stating that the company is based in Arnold, Missouri with additional distribution facilities, one of which is in Anoka. He stated that the business is family owned and has been so since 1912, providing details on the culture of the business and its employees. He stated that Medart is currently reviewing two options as mentioned by staff. He stated that if \$1,500,000 in TIF were offered by Ramsey, the cost of the project in Ramsey would still be \$500,000 higher than the other location option. He noted that they are still refining construction costs in Wright County and will be meeting next week to decide which location they would move forward on. He was very appreciative that Ramsey is considering the request for assistance.

Chairperson Wyingner asked why the business was attracted to Ramsey.

Mr. Strubberg replied that proximity is a consideration for the staff currently working in Anoka as it would provide a similar commute for those employees. He stated that the industrial park also has quality buildings, which is important for our company and personnel.

Member Riley asked if he understood it correctly that the decision is still being considered, even if Ramsey says yes to the requested assistance.

Mr. Strubberg replied that is correct as the final decision is intended to be made next week.

Economic Development Manager Sullivan replied that from a timing perspective, if project assistance is recommended by EDA, it would move forward to City Council at the February 27<sup>th</sup> meeting. He stated that there was a recommendation in the staff report to potentially include a range of assistance. He stated that perhaps the Wright County costs come in higher than anticipated and therefore the delta between the two is not quite as large.

Member Johnson asked if there would be a comparison of previous funding requests that would be similar to the A-Election. She noted that the median value of impact of about \$2 is not large, but if that tool is used often, that could accumulate.

Economic Development Manager Sullivan replied that the City does not do this often. He commented that the A-Election has been done within the COR TIF 14. He stated that this project is unique in that it is competitive. He stated that his intention was to present all of the options that could be considered, along with all available information. He stated that he likes the project and while it is good, he would not classify it as excellent.

Member Stewart asked the number of A-Elections that have been done in the last three years.

Mr. Aarsvold commented that only the COR-TIF 14 has utilized A-Election. He stated that housing projects would not be impacted by A or B Election.

Economic Development Manager Sullivan stated that TIF was provided for Hilton Home2Suites under A-Election. He noted that all commercial properties within the TIF District 14 are subject to that, and the other TIF Districts have chosen not to Opt-in for A-Election.

Mr. Aarsvold commented that it is a decision for the district itself, not each individual deal.

Member Stewart asked the cost to homeowners on TIF 14 A-Election.

Mr. Aarsvold replied that would vary each year based on different factors.

Economic Development Manager Sullivan replied that analysis and calculation was not completed as the district was already A-Election.

Member Riley commented that decision was made in 2011 when the district was established, therefore the question is not being asked for the development. He stated that the EDA has never considered A-Election and should consider both what is good for business but also what is good for the residents. He commented that under that reasoning he would not want to bring in a business at a cost to residents.

Member Howell stated that it would have been nice to know the cost to residents for the Hilton project, even though the A-Election choice was made in the past.

Member Stewart asked and received confirmation that the \$1,100,000 in assistance would not have impact to residents and therefore would lean towards that option.

Chairperson Wiyninger thanked Mr. Strubberg for his time this morning.

Motion by Member Johnson, seconded by Member Lindahl, to recommend to City Council for \$1,100,000 (0% interest) in TIF Pay-GO Assistance and requirement for the creation of 30 jobs with a minimum wage of \$18.50/hr or higher by Medart, Inc.; subject to TIF Attorney review.

Further discussion: Member Riley commented that when TIF is considered you must consider what the City is getting versus what it is giving. He stated that this would provide development now with a good building and good jobs in return for the loss of tax revenue for nine years. He stated that this would accelerate development and therefore would find this decision appropriate from the EDA. Member Stewart agreed that it would be a benefit for the business to come to Ramsey and hoped that this location and its benefit to the employees would be considered by Medart in addition to the costs. Chairperson Wiyninger commented that the role of the EDA is to promote and attract business and stated that he would have a hard time getting to the \$1,500,000 but would support the \$1,100,000.

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

Mr. Strubberg thanked the EDA and appreciated the approach of its members and the concept that the group would not want to impact the taxpayers of Ramsey.

**4.02: Consider Approval of Purchase Agreement Lot 2, Block 1, COR FOUR; (Portions may be closed to the public)**

Economic Development Manager Sullivan presented the staff report.

Tim Eaton, Take 5, introduced himself and recognized that this is not a well-known concept in this market. He stated that the Take 5 business is the third largest oil change company in the country and identified how the business sets itself apart. He also presented a concept plan that they developed that would include this business with room for a 3,000 square foot restaurant/drive-thru concept.

Economic Development Manager Sullivan noted the location of the building on the eastern side of the lot which would leave room for another user.

Mr. Eaton stated that in conversations with staff there was discussion about the building location, whether the business should be on the east or west side of the lot. He noted that Take 5 is a skinnier concept which is why this location was chosen, but noted that they could swap those locations if desired.

Economic Development Manager Sullivan commented that it would be challenging to figure out parking if there is a building on the east side. He noted that generally those types of details are worked out more with the Planning Commission but recognized that the business is flexible. He asked the business to speak about their potential timeline.

Mr. Eaton commented that once they reach due diligence, they will attempt to gain all City approvals so they can move forward with construction within a week or two following closing. He stated that the Coon Rapids location was open 90 days after closing. He stated that if all approvals were granted, they would be open later this year in 2024.

Chairperson Winyinger asked if an oil change business in the COR would be the right location.

Mr. Eaton commented that an oil change is a convenience item, and they attempt to locate with weekly needs businesses, so that it is convenient for the customer to get an oil change while running errands. He stated that this is a premium service, and they want it to feel like a better experience than the typical oil change. He commented that they work with higher finish buildings and want the business to look nice. He stated that they did look at other sites and typically they look at more established communities, but they recognize that Ramsey is growing, and they can grow with Ramsey.

Economic Development Manager Sullivan continued his presentation with the Valvoline proposed site plan and the remainder of his staff report.

Member Stewart asked for clarification on the net purchase price between the two offers.

Economic Development Manager Sullivan replied that the information in the staff report is correct, noting that the difference in the purchase price is based off construction of the additional parking stalls. He noted that the Valvoline price to construct the parking was slightly less than the Take 5 parking construction costs. He stated that the Take 5 concept provides a connection between the developments, whereas the Valvoline plan does not provide that connection. He commented that Take 5 has been very responsive to staff while it has been more difficult to get information from Valvoline but anticipated that if Valvoline was asked to provide that same connection, that cost would increase as well.

Commissioner MacLennan referenced the remnant space that would be left and asked if there would be an agreement for the party to construct the other business within a certain length of time. He also asked what type of business would be anticipated.

Economic Development Manager Sullivan replied that the concept proposed a restaurant/drive-thru business, but it could also be a multi-tenant retail space. He stated that there would not be a requirement to build upon that part of the land, but the business would be purchasing the property at asking price and therefore there would be incentive for the business to develop that parcel.

Mr. Eaton commented that they are motivated from both a financial standpoint and increased traffic point of view. He stated that his retail broker has had initial discussions with some groups, and he has spoken with developers related to food, coffee, and dental users.

Economic Development Manager Sullivan commented that there is already a dental user in that area and therefore a dental user would not be preferred I such close proximity.

Mr. Eaton replied that would also not be their preference for users.

Member MacLennan asked if the business would be building and leasing the space.

Mr. Eaton commented that their preference would not be to sell, but there are different options to consider. He stated that they do have the capability to build for another user.

Member Riley referenced the requirement for the parking lot and asked where that would be located.

Economic Development Manager Sullivan identified the parking stalls that would be built as part of the requirement the City would have upon development of that area. He stated that the idea was to provide additional parking for the employees and/or customers of the building south of that area.

Member Riley commented that he is supportive of this use and would like to see the lots connected as proposed.

Member MacLennan commented that he was in that southern building, and it can be tough to get in and out. He wanted to ensure that the parking is available to all users and that there is a good flow for traffic. He commented that this is an odd shape lot, and it is great to see a proposed use.

Motion by Member Stewart, seconded by Member Johnson, to recommend to City Council to approve Purchase Agreement and Right of Re-Entry Agreement with Garage RE LLC (Take 5); subject to City Attorney review.

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

#### **4.03: Consider Refund of Earnest Money and Project Costs to COR Trust Bank N.A.**

Economic Development Manager Sullivan presented the staff report.

Dean Suchy, COR Trust Bank, commented that he worked with City staff throughout the process noting that the purchase agreement was completed in August of 2022 and with the recommendations from staff the business redesigned their plans to match that input. He stated that the Planning Commission provided a recommendation of support, but the City Council ultimately did not approve the project. He explained that they redesigned their plans based on the input of City staff which had an additional cost, and yet the project was still denied.

Member Johnson commented that she does have empathy for the business and would favor the refund as the business went through all the steps and attempted to make things work only to have the rug pulled out at the end. She stated that this could be a cautionary tale for others in spending this level of money only to not move forward.

Economic Development Manager Sullivan stated that one of the missteps with the earnest money standpoint is that the business could have waited for the Council approval to issue the notice to proceed, as that is what triggered the earnest money to be nonrefundable but recognized the timing constraints. He stated that there were a lot of issues with timing, with a lot of time put in for both City staff and the bank. He noted that the Planning Commission is only a recommending body and therefore the notice to proceed should have been delayed until after the Council decision. He stated that he does support the refunding of that earnest money for that reason, and this will be a learning experience for Cor Trust. He stated that there are project costs, and some projects move forward while others do not. He believed that refunding project costs would set a negative precedent moving forward. He commented on changes that have been made to the City process moving forward when presenting a purchase agreement to the City Council.

Mr. Suchy stated that it was frustrating that it felt that there was not communication between the City Council and staff. He stated that their design was based on the recommendation of staff and some of those elements then seemed to be penalized by the Council.

Chairperson Wyingner stated that he is empathetic to the business and is fully supportive of returning the earnest money but could not support reimbursement of development costs.

Member Riley commented that he also supports the return of the earnest money as that was unfortunate with the issue of timing. He stated that he does not support reimbursement of other costs and there are projects that are regularly reviewed that do not move forward. He stated that the City Council stated that they did like the project, but not in this location. He stated that if the business chose a different location, they could take into consideration the development costs when considering the cost of land in that alternate location.

Member Howell agreed with the comments of Member Riley.

Member Wyingner recognized that there are costs a business spends without knowing whether a project would be approved. He stated that he likes the comments of Member Riley related to potentially finding another location in Ramsey.

Mr. Suchy stated that this time the business is not interested in Ramsey based on their experience and the review of other sites that they completed prior to submitting the application.

Chairperson Wyingner appreciated the pain of site selection and welcomed the opportunity to potentially work together in the future, should the business be interested.

Motion by Member Johnson, seconded by Member MacLennan, to recommend to City Council to return \$10,000 in Earnest Money to COR Trust Bank, N.A.

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

**4.04: Receive 2023 Business Retention and Expansion Presentation**

Economic Development Manager Sullivan presented the staff report.

Member Riley asked if a brewery should be called out.

Economic Development Manager Sullivan commented that is a known priority and once the water treatment facility is completed, we will be able to market that to a brewery.

Member Johnson commended the economic development staff and the work that they put in to attract and support businesses.

Motion by Member Johnson, seconded by Member Lindahl, to accept the 2023 Business Retention Report and adopt the plan for 2024 as presented.

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

**5. MEMBER / STAFF UPDATE**

Economic Development Manager Sullivan provided a brief development update.

**6. ADJOURNMENT**

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

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

The regular meeting of the Economic Development Authority adjourned at 9:20 a.m.

Respectfully submitted,

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Sean Sullivan  
Economic Development Manager

ATTEST:

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Wendy Schlueter  
Economic Development Administrative Assistant

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

DRAFT

**Economic Development Authority (EDA)**

**Meeting Date:** 03/14/2024

**Primary Strategic Plan Initiative:** {@!@ud\_pd8@!@}

**Title:**

Consider Approval of Purchase Agreement and Right of Re-Entry Agreement for 6591 141st Avenue NW; Case of Blanery LLC (portions of the meeting may be closed to the public)

**Purpose/Background:**

The purpose of this case is to consider an EDA recommendation to the City Council to sell 6591 141st Avenue NW (Tax ID 27-32-25-44-0003) (approximately 0.95 acres) to Blanery LLC (the "Developer") to construct a minimum 8,500 SF, two level auto body shop with offices above. The EDA may choose to go into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the EDA chooses to enter into closed session, the statute and reason above needs to be referenced along with the address (6591 141st Avenue NW Ramsey, MN 55303), legal description (a portion of the N 200 feet of the South Half of Southeast Quarter of Section 27, Township 32, Range 25) and the Anoka County Tax ID number 27-32-25-44-0003.

This property was acquired by TIF/CDBG Funds for redevelopment in 2006 for \$211,200. CDBG funds were used to demolish the building and grub trees in 2008. The property is listed for \$105,000 and the Buyer's offer is for the full sale price. It should be noted that there is a monitoring well on the SW corner of the property that cannot be moved (from St. Paul Terminal remediation project) which also factors into the sales price of \$2.54/SF. The proposed 8,500 SF, two level building will maximize the development of the site. The proposed use of auto body repair and office is allowed in the I-1 zoning district with a conditional use permit. Planning Staff has reviewed the preliminary site plan and generally supports the site layout. The purchase price is at the top of the "Deal Range" which is the full asking price for this parcel.

**Notification:**

None required

**Time Frame/Observations/Alternatives:**

This site has been marketed since the demolition of the building in 2007. Staff has received interest from adjacent land-owners and others over the past 15 years but nothing has moved forward to the level of a purchase agreement. Staff is supportive of this business use in this location and the developer is committed to screening the site.

The sale of this property will bring this property back onto the tax rolls. Staff has estimated the tax-assessed value to be approximately 1.4M when completed, which results in approximately \$36,000 in annual total property taxes, \$10,000 being collected by the City. Expected job creation on the site is estimated to be 6 FT employees at the body shop and an additional 15 PT employees utilizing the offices upstairs. This is a solid project that results in the creation of tax base and jobs which is the mission of the EDA.

Aliaksandr Blashchanitsa from Blanery LLC will be in attendance to provide more details relating to the proposed project and to answer questions the EDA may have.

**Project Highlights**

**Project Description** - 8,500 SF Auto Body Shop / Office

**Job Creation** - 6 FT Employees at Body Shop up to 15 additional PT employees in the upstairs offices

**Tax Assessed Valuation (Estimate) - 1.4M**  
**Annual Property Tax (Estimate) - \$36,000**  
**Annual Property Tax - City Portion (Estimate) - \$10,000**  
**Zoning - I-1. Conditional Use Permit required.**

**Key Purchase Agreement Terms**

**Buyer -** Blanery LLC

**Seller -** City of Ramsey

**Property Address -** 6591 141st Avenue NW Ramsey, MN 55303

**Legal Description -** Unplatted

**PID# -** 27-32-25-44-0003

**Acres -** Approximately 0.95 acres

**Purchase Price -** \$2.54/SF

**Earnest Money -** Earnest Money of \$10,000.00 will be held by Land Title, Inc. upon full execution of Purchase Agreement. Said deposit would be refundable to Buyer in the event that a Notice to Proceed is not given by the Buyer at the end of the Inspection Period.

**Commission -** This was a City Generated lead from the City MNCAR Listing with ACRED. The City has negotiated a 3.5% commission (\$3,675) for the Buyer's Agent (Excelsior Realty)

**Inspection Period -** Buyer shall have one hundred eighty (180) days following Effective Date to investigate property.

**Right of Re-entry -** Within 12 months from the Closing Date, the Buyer shall have completed construction of a minimum 8,500 SF Auto Body Shop with Upstairs Offices and have obtained a Certificate of Occupancy. Zoning requirements to be further defined by an approved Site Plan. At Closing, a "Right of Re-Entry Agreement" shall be executed and recorded against the Property.

**Closing -** Closing shall take place 30 days after Buyer delivers Notice to Proceed to Seller. Two (2) additional Sixty (60) day extensions will be granted with each extension requiring a \$10,000 earnest money deposit that is nonrefundable but applicable to the purchase price.

**Alternatives include:**

- 1) Recommendation to the City Council Approval of Purchase Agreement and Right of Re-Entry Agreement with Blanery LLC (as presented); subject to City Attorney review.
- 2) Recommendation to the City Council Approval of Purchase Agreement and Right of Re-Entry Agreement with Blanery LLC (with changes); subject to City Attorney review.
- 3) Something else.

**Funding Source:**

N/A. There is no assistance being provided.

**Recommendation:**

Staff recommends and EDA recommendation to the City Council for approval of the Purchase Agreement and Right of Re-Entry Agreement with Blanery LLC (as presented); subject to City Attorney review.

**Outcome/Action:**

Motion for EDA recommendation to the City Council for approval of the Purchase Agreement and Right of Re-Entry Agreement with Blannery LLC (as presented); subject to City Attorney review. (Staff Recommendation)

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**Attachments**

Site Location Map

ACTION - Draft Purchase Agreement

ACTION - Draft RORE Blanery

LOI Blanery LLC - Auto Body

### Form Review

**Inbox**

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 03/06/2024

**Reviewed By**

Brian Hagen

**Date**

03/06/2024 01:18 PM

Started On: 02/21/2024 02:23 PM

# Site Location Map - Blanery LLC



**Parcel Information:**

27-32-25-44-0003  
 6591 141ST AVE NW  
 RAMSEY  
 MN 55303  
 Plat:

Approx. Acres: 0.95105487  
 Commissioner: MATT LOOK

**Owner Information:**

CITY OF RAMSEY  
 7550 SUNWOOD DR  
 RAMSEY  
 MN  
 55303

Sean Sullivan

1:1,200

Date: 2/21/2024

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





- b. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).
  - c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates, and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.
  - d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.
5. **SURVEY.** Seller to provide a copy of the Half Section Map that includes the lot dimensions for the Property. Buyer at own expense may arrange to obtain an ALTA/NSPS survey (Table A, items 1-4 and 6, 8, and 11) for the Property (the "Survey")

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception.**" Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 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 to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three (3) business days after Buyer's receipt of Seller's Title Notice, than Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the Closing, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
  - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
  - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
  - d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
  - e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without

limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.

- f. The cost of any test or additional survey work will be borne solely by Buyer.

**8. PROPERTY SOLD AS IS.** Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

**9. INSPECTION PERIOD.**

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to **INSERT date 180 Days After Effective Date** (the "Inspection Period") to investigate the Property and determine, in Buyer's sole judgment, whether (i) the condition of the Property is suitable to Buyer's intended use; and (ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property) and utilities necessary for Buyer's intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer's ability to obtain

governmental approvals from the City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.

- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer's determination, in Buyer's sole and absolute discretion, that the condition of the Property is not suitable for Buyer's intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer's intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer's intention to proceed (a "**Notice to Proceed**") to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

**10. DEFINITIONS.** As used in this Agreement:

**"Claim"** or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

**"Environmental Law"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

**"Hazardous Substance"** or **"Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- 11. RELEASE.** By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or

under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

**12. NOTICES.** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Central Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller: City Administrator  
City of Ramsey  
7550 Sunwood Drive N.W.  
Ramsey, MN 55303  
Email: bhagen@cityoframsey.com

Buyer: Blanery LLC  
Aliaksandr Blashchanitsa  
4764 Erickson Drive  
New Hope, MN 55428  
Email: 7565000@gmail.com

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

**13. CLOSING.** This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement; provided, however, Buyer may extend the Closing a total of two (2) times, each time for a period of sixty (60) days, by depositing an additional Ten Thousand and 00/100 Dollars (\$10,000.00) earnest money with Escrow Agent for each extension. Each \$10,000 extension payment shall be non-refundable, but applicable to the Purchase Price. The Closing shall take place at the offices of the Escrow Agent, or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid

the necessity for a Closing at which the Parties are present.

- a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:
  - i. A limited warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
  - ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer; and
  - iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.
- b. **Buyer's Obligations at Closing.** At Closing, Buyer must:
  - i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement; and
  - ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.
- c. **Closing Costs.**
  - i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
    1. Seller shall pay all outstanding property taxes, including but not limited to, Payable 2024 for the Property.
    2. Seller's own attorney's fees.
    3. One-half the cost of any closing fees.
    4. The cost of real estate broker commission fees as prescribed in Section 14.
    5. State Deed Tax

ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:

1. Buyer's portion of prorated property taxes.
2. Buyer's own attorney's fees.
3. One-half the cost of any closing fees.
4. Documentary and recording fees for the deed(s).
5. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.

d. **Possession**. Seller must deliver possession of the Property to Buyer at Closing.

**14. REAL ESTATE BROKERS.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction other than Excelsior Realty, ("Buyer's Broker"). Seller shall pay Buyer's Broker 3.5% of final gross sale price. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Buyer's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

**15. ASSIGNMENT.** This Agreement may not be assigned without the written consent of the non-assigning Party. The Seller recognizes the Buyer intends to assign this Agreement to an affiliated special purpose entity that will be registered officially with the State of Minnesota.

**16. THIRD PARTY BENEFICIARY.** There are no third-party beneficiaries of this Agreement, intended or otherwise.

**17. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.

**18. CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

**19. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.

- 20. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 21. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
- 22. REMEDIES.**
- a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 12 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.
  - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Disbursement and the Remaining Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.
- 23. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.
- 24. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.
- 25. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 26. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.

**27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.

**28. CONSTRUCTION DEADLINE.** Buyer shall obtain a certificate of occupancy from the City of Ramsey for the construction of a minimum 8,500 SF building as depicted on Exhibit B compliant with City Zoning requirements to be further defined by an approved Site Plan 12 months after closing. At Closing, a “Right of Re-Entry Agreement” must be executed and recorded to the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained.

**29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

**30. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must be in the process of obtaining Site Plan Approval and Development Agreement, and approved building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards.

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

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

Dated: \_\_\_\_\_, 2024

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

Dated: \_\_\_\_\_, 2024

**BUYER: BLANERY LLC**

By: \_\_\_\_\_  
Aliaksandr Blashchanitsa, President

Dated: \_\_\_\_\_, 2024

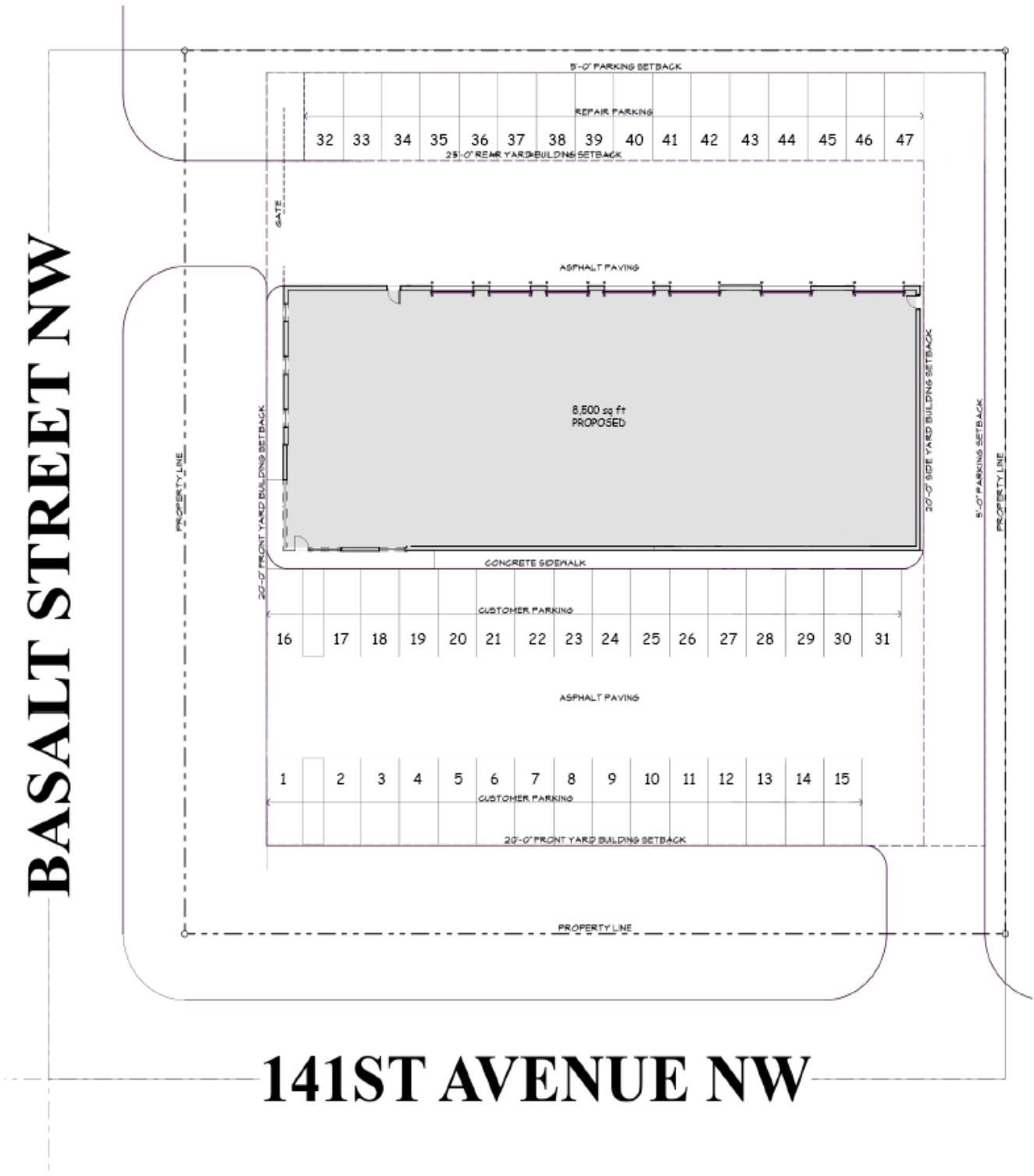
**Exhibit A**

All that part of the North 200 feet of the South 233 feet of the South Half of the Southeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying West of the East 1146 feet thereof, and lying East of a line parallel with the East line of said South Half of the Southeast Quarter drawn Northerly from a point on the South line of said South Half of the Southeast Quarter, a distance of 266.00 feet East of the Northwest corner of Lot 1, of the duly recorded plat of Auditor's Subdivision No. 30, said Anoka County said 266.00 feet measured at right angles to the West line of said Lot 1.

Anoka County PID Number: 27-32-25-44-0003

(the "Property")

**Exhibit B**  
**Proposed Site Plan**



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[Reserved for Recording Data]

## RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on \_\_\_\_\_, 2024, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Blanery LLC**, a Minnesota Limited Liability Company (“Buyer”).

### Recitals

A. On \_\_\_\_\_, 2024, Seller conveyed title of the following Property to Buyer:

All that part of the North 200 feet of the South 233 feet of the South Half of the Southeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying West of the East 1146 feet thereof, and lying East of a line parallel with the East line of said South Half of the Southeast Quarter drawn Northerly from a point on the South line of said South Half of the Southeast Quarter, a distance of 266.00 feet East of the Northwest corner of Lot 1, of the duly recorded plat of Auditor's Subdivision No. 30, said Anoka County said 266.00 feet measured at right angles to the West line of said Lot 1.

Anoka County PID Number: 27-32-25-44-0003

(the “Property”)

B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.

C. As indicated in the Purchase Agreement between the City of Ramsey and **Blanery LLC**, with an Effective Date of \_\_\_\_\_, **2024**, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

## Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:
  - a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by (Insert date 12 months after closing date).

### Project Description:

- i. **Blanery LLC** Site Plan, approved by the City of Ramsey on \_\_\_\_\_, 2024 by Resolution #24-\_\_\_\_\_.
  - ii. Development Agreement for **Blanery LLC**, approved by the City of Ramsey on \_\_\_\_\_, 2024 by Resolution #24-\_\_\_\_\_.
3. Seller may impose a penalty of \$50,000.00 against the Property if the certificate of occupancy is not obtained, for the construction of a minimum 9,500 square foot building, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.
5. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

**CITY OF RAMSEY**

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2024,  
by Mark E. Kuzma and Brian Hagen as Mayor and City Administrator, respectively, of  
the City of Ramsey, a Minnesota municipal corporation on behalf of the Minnesota  
municipal corporation.

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

**BLANERY, LLC**

By: \_\_\_\_\_  
Aliaksandr Blashchanitsa, President

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Aliaksandr Blashchanitsa, President of Blanery, LLC, a Minnesota limited liability company on behalf of the limited liability company.

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

This instrument drafted by:  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303  
763-433-9868

**February 22, 2024**

**Sean Sullivan**

*Economic Development Manager*

763-433-9868 | Office

763-807-4339 | Cell

[SSullivan@cityoframsey.com](mailto:SSullivan@cityoframsey.com)

**RE:** Letter of intent to purchase the Land Property Located on the .95 acres, located at 6591 141st Avenue NW, Ramsey, MN 55303.

**Buyer:** Blanery LLC – Aliaksandr Blashchanitsa – president (with option assigned to)

**Address of the buyer:** 4764 Erickson Dr, New Hope, MN 55428

**Email:** 7565000@gmail.com

**Seller:** City of Ramsey

**Property Address:** 6591 141st Avenue NW, Ramsey, MN 55303 - Land

**PID:** All that part of the North 200 feet of the South 233 feet of the South Half of the Southeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying West of the East 1146 feet thereof, and lying East of a line parallel with the East line of said South Half of the Southeast Quarter drawn Northerly from a point on the South line of said South Half of the Southeast Quarter, a distance of 266.00 feet East of the Northwest corner of Lot 1, of the duly recorded plat of [Auditor's Subdivision No. 30](#), said Anoka County said 266.00 feet measured at right angles to the West line of said Lot 1.

**Purchase Price:** \$105,000

**What the buyer is going to build:** 8,500 SF Auto Body Shop. The shop will be on the first floor, and on the second floor will be offices, approximately 15+ rooms. Rooms will be arranged/rented for professional services in which workers for different companies share an office space. The Auto Body business anticipates having 6 FT employees and the upstairs offices could support an additional 15 PT workers

**Description of Activity on site:**

Auto body repair

Collision Repair

Alignment

Tinting

Detailing

Tires repair (not replacement)

Mechanical repair

Electrical Repair

**Earnest Money:** Earnest Money of \$10,000 will be held by an agreed upon Title Company upon complete execution of the Purchase Agreement. A held deposit would be refundable to the buyer if the escrow does not close unless failure to close is the result of default by the buyer under the Purchase Agreement (in which event the deposit would be released to the seller as liquidated damages).

**Site Delivery:** The seller will deliver the property in its current condition. The City of Ramsey requires a Right of Re-Entry Agreement for the land if a Certificate of Occupancy is not issued within 12 months of closing. The terms and conditions outlined in this proposal are by no means legally binding upon either party. Rather, they are for discussion purposes only. No language contained within this should be construed as a legal commitment. The parties can change or withdraw any terms within this Letter of

Intent. If the above terms and conditions are acceptable, please execute this Letter of Intent and return it to me.

**Real Estate Broker fee:** The seller will pay a market real estate commission of 3.5% of the final sale price to the Buyer Broker, Excelsior Realty, 386 Oak Street, Excelsior, MN 55331.

Sincerely,

Aliaksandr Blashchanitsa  
Blanery LLC

***Agreed to and Accepted:***

**Buyer:**

**Blanery LLC**

By:  02/22/24

Its: \_\_\_\_\_ President \_\_\_\_\_

Date: 02/22/2024 \_\_\_\_\_

**Seller:**

**City of Ramsey**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**Economic Development Authority (EDA)****Meeting Date:** 03/14/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Title:**

Consider Recommendation to approve Bossman Inc. Sign and Awning Program request.

**Purpose/Background:**

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

Staff has been working with Bossman Inc. (Chanticlear Grill) this year to renovate and open up a new full service, sit-down restaurant at 7900 Sunwood Drive NW, Unit 100A (Former Anytime Fitness Location at Northstar Marketplace).

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

**Time Frame/Observations/Alternatives:**

Bossman Inc. dba Chanticlear Pizza Anoka has signed a seven-year lease in Northstar Marketplace at 7900 Sunwood Drive NW, Unit 100A. The proposed restaurant use meets the criteria of the Restaurant Sign Awning program. The applicant has received two bids (\$20,868.62 and \$26,100) for the onsite signage included as attachments to this case. Staff is looking for a recommendation of support by the EDA of the grant request of \$1,500.

**Alternatives Include:**

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

**Funding Source:**

Funding would come from the EDA 9230.6246 (marketing). The Applicant is requesting a \$1,500 grant from the City Sign and Awning Program. This is the maximum allowable amount proposed under the program guidelines. The total estimated cost of the project is approximately \$26,100. Bossman Inc. would be responsible for the balance.

**Recommendation:**

Staff recommends approving a \$1,500 grant from the Sign and Awning Program for Bossman Inc.

**Outcome/Action:**

Motion to recommend that the City Council approve a \$1,500 grant from the Sign and Awning Program for Bossman Inc.

**Attachments**

Site Location Map

Signed Application

Quality Signs Quote and Graphics

Demars Signs Quote

# Restaurant Awning Program Policy

## Form Review

**Inbox**

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 03/06/2024

**Reviewed By**

Brian Hagen

**Date**

03/06/2024 01:19 PM

Started On: 02/29/2024 02:16 PM

# Chanti Grill Site



**Parcel Information:**

Approx. Acres:

Commissioner:

7678 Sunwood Drive NW Unit 100

RAMSEY

MN 55303

Plat:

**Owner Information:**

Northstar Marketplace



Sean Sullivan

1:2,400

Date: 11/27/2023

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

# Restaurant Subsidy: Sign and Awning Program Application

Business Owner: Nicholas D. Swanson

Property Owner/Management Contact Name: Andy Schneider/Michelle Nichols

Business Name: Bossman Inc.

Address to be improved: 7876 Sunwood Dr NW #100A Ramsey, MN

Phone(s): 715 497-4574

Email: nswanson@chanticlearpizza.com

Short Project Description:

Total Improvement Cost: \$26,100.00 Grant Request: \$1500.00

Contractor Name	Bid Amount
1. <u>Quality Sign Solutions</u>	<u>\$26,100.00</u>
2. <u>Demars Signs</u>	<u>\$20,868.62</u>

Your application is not complete if you do not include:

1. Minimum two bids

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

1. Sketch/Image of Project
2. Sign Permit

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

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

I AGREE with and UNDERSTAND the following:

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

Prop. Owner/Mgmt Name: Northstar Marketplace Station, LLC c/o Phillips Edison Company

Signature: Nicholas Nichols, as agent

Date: 3/4/24

Applicant Name: Nicholas D. Swanson

Signature: N.D.S.

Date: 3/4/24

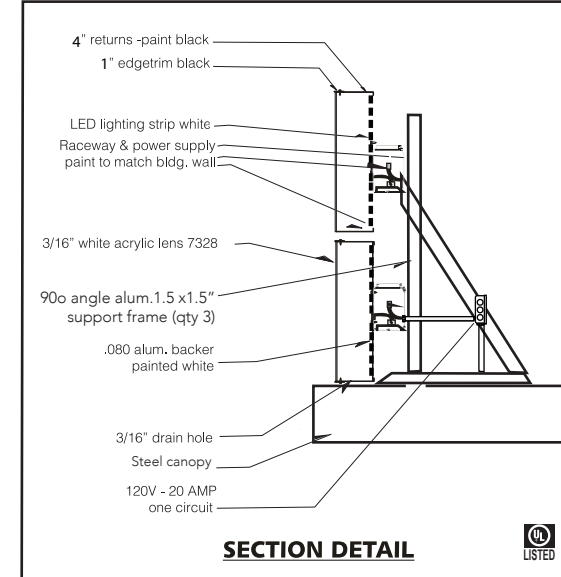
Applications will be reviewed in the order they are received.





Heat transfer vinyl logo & letters on awning





## SPECIFICATIONS

- 4" Deep channel letters
- White acrylic face
- vinyl graphic overlay on logo
- White LEDs
- Black 1" edgetrim
- Black 4" returns
- Mounted to raceways
- Raceway painted to match background
- Scale 1/4" = 1'-0"

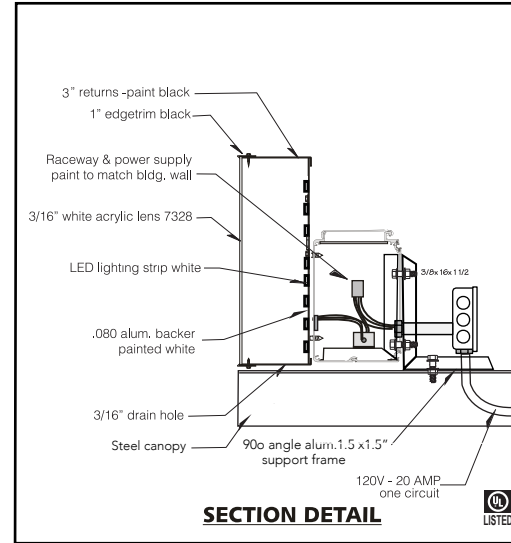


Quality Sign Solutions

IDENTITY • INFORM • IMPACT

Channel LED letters on raceways

ChantiClear Pizza Grill



## SPECIFICATIONS

- 16" Chanticlear letters
  - 11" PIZZA GRILL
  - White acrylic face
  - White LEDs
  - Black 1" edgetrim
  - Black 4" returns
  - All units mounted to raceways  
Raceway painted black
- Scale 3/16" = 1'-0"



Quality Sign Solutions

IDENTITY • INFORM • IMPACT

Channel LED letters & logos

Chanticlear Pizza & Grill



**SHOP ADDRESS**

410 93<sup>rd</sup> Avenue NW  
 Coon Rapids, MN 55433  
 Phone: (763) 786-5545  
 Fax: (763) 786-5520

# Estimate

**Sales Person:** Tim Olson

**CUSTOMER** | Date 02/08/24  
 Name Chanticlear Pizza Grill  
 Address \_\_\_\_\_  
 City, State, ZIP Ramsey Mn  
 Phone number 763-553-0247  
 Fax number \_\_\_\_\_  
 Attn Jordan

BALLAST AND TRANSFORMERS CONTAINED IN SIGNAGE CARRY A ONE YEAR WARRANTY FROM MANUFACTURERS STAMPED DATE. LABOR FOR REPAIR AND INSTALLATION OF THESE BALLASTS AND TRANSFORMERS IS NOT INCLUDED IN THIS WARRANTY. WARRANTY FOR LED ILLUMINATION SYSTEM AND ITS COMPONENTS, AND DIGITAL MESSAGE CENTERS AND ITS COMPONENTS IS A MANUFACTURERS WARRANTY

Qty	Description	Total
1	14" x 22' raceway channel letters to say Logo Chanticlear Pizza Grill Logo White faces, black trim, black returns Internally lit with white LED's Mounted on a curved raceway, raceway mounted to the I beam	
1	Reskin 3' x 20' Awning with black Sunbrella material With Chanticlear logo in the middle of the raceway Remove awning reskin reinstall awning on the wall	
1	Build a Chanticlear logo style cabinet sign 5' tall by 7' internally lit with LED Install on the I beam above the main entrance of the facility	
<b>Terms are 1/2 down and remaining balance due net 30 from invoice date</b> <b>City permits and fees will be additional</b> <b>Electrical connection to primary service is responsibility of client</b> <b>Minnesota state and local sales tax, if applicable, will be added to final invoice</b>		<b>BID PRICE</b> <b>\$20,868.62</b>

SEE INDIVIDUAL MANUFACTURERS WARRANTY FOR DETAILS

Initial: \_\_\_\_\_



**SHOP ADDRESS**

410 93<sup>rd</sup> Avenue NW  
Coon Rapids, MN 55433  
Phone: (763) 786-5545  
Fax: (763) 786-5520

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I agree to pay as required by the above stated terms until the balance has been entirely paid. I agree that title to and right to the possession of the merchandise shall remain in seller until balance is paid in full. Buyer will not sell, remove, or encumber the merchandise without sellers' written consent until balance is paid in full. I assume and shall be responsible for all loss or damage to said goods, and that upon any absence of payment or payments to above terms, seller may take back the merchandise or affirm the sales and hold me liable for the full unpaid balance. If buyer fails the payment terms of this contract, buyer agrees to pay filing, collection, and attorney fees incurred in the collection or prosecution of debt.

Prices subject to revision when unforeseen obstructions in ground, or other unforeseeable foundation or wall conditions are encountered. This includes, but is not limited to, steel wall beams, wall block, access to building effuse, cement, ground water, excess ground rock, frozen ground, utility lines, or unforeseen underground structure that prevents or delays the ground excavation to be done in a timely and safe manner. In addition if a Son a tube, steel ground support pole, or other structure related materials are needed you will be notified and a charge for these additions will be added on final invoice. Certified engineered drawings, if required by the city where structure is installed, will be an additional charge.

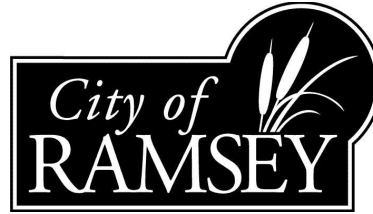
Any physical changes or alterations made to original sign after installation by seller, at the request of buyer or buyers representative, will be charged labor and materials in addition to original contract price. This contract is also considered a "personal guarantee of payment" in full of contract price and any added costs when signed.

I have read and understand and agree to all that is written.

BUYER \_\_\_\_\_

DATE \_\_\_\_\_

Approved 7.24.18



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

### **The Program**

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

### **Eligibility**

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

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

### **Application Process**

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

### **Contractor & Permits**

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

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

### **Work Completion**

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

**Disbursement Process**

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

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

# Restaurant Subsidy: Sign and Awning Program Application

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

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

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

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

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

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

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

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

Contractor Name Bid Amount

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

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

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

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

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

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

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

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

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

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

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

Applications will be reviewed in the order they are received.