



**ECONOMIC DEVELOPMENT AUTHORITY  
MEETING AGENDA  
MONDAY, May 11 @ 5:30 P.M.  
Arlington Community Center - Council Chambers**

Join from PC, Mac, Linux, iOS or Android:

<https://meetings.ringcentral.com/j/1497701964>

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1(470)8692200 (US East)

+1(623)4049000 (US West)

+1(720)9027700 (US Central)

+1(773)2319226 (US North)

+1(469)4450100 (US South)

Meeting ID: 149 770 1964

International numbers available: <https://meetings.ringcentral.com/teleconference>

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Hearing – Sale of Land Owned by the EDA parcel 31.0874.000
  - I. Letter from Alex Fredin, Tim Haggemiller, Spencer Haggemiller
5. Approve/Deny Purchase Agreement with AJH Properties, LLC
6. Approve/Deny Development Agreement with AJH Properties, LLC
7. Approval of Minutes
  - A. April 13, 2020
8. Approval of Financial Reports
  - A. April 2020
9. New Business
  - A. Letter from Matt Johnson regarding Siduri Hops project
  - B. Approve/Deny Resolution No. 06-2020 A RESOLUTION APPROVING THE TERMS OF A LOAN UNDER THE SIGN LOAN PROGRAM TO ARLINGTON ANIMAL CLINIC LOCATED AT 402 WEST ALDEN
  - C. Discussion on request from Matt Nelson of Northland for City to assist with fire suppression
  - D. Capital Improvement budget request

E. Discussion on trailer park(s)

10. Old Business

A. Marketing Ideas

B. One Million Cups – October 14, 2020

11. Planning and Zoning update – Michael Kedrowski

12. EDA Director update on businesses and housing

13. Director and Board Comments

14. Adjourn

**STATE OF MINNESOTA**

**CITY OF ARLINGTON**

**COUNTY OF SIBLEY**

**ECONOMIC DEVELOPMENT AUTHORITY**

**NOTICE OF PUBLIC HEARING  
ON THE SALE OF LAND OWNED BY ARLINGTON EDA**

NOTICE IS HEREBY GIVEN that the Arlington Economic Development Authority will hold a public hearing at 5:30 p.m. on Monday, May 11, 2020. The meeting will be held at Arlington Community Center Chambers, 204 Shamrock Drive, Arlington, Minnesota, 55307 to consider the sale of land owned by the Arlington Economic Development Authority. The land is located on:

Parcel Identification Number: 31.0874.000

Legal Description: Sect-09 Twp -113 Range -027 14.37 Ac, 8.00 Ac of Tract 1 & 6.37 Ac of Tract 2

At this meeting, the Economic Development Authority will decide if it is advisable to sell the property under the City's Commercial Buildings and Lots Policy to Tony's Outdoor Services.

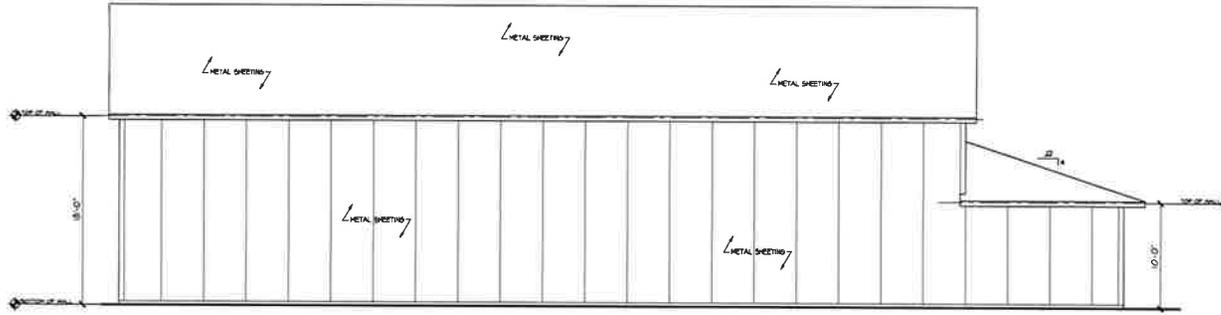
Copies of the Commercial Buildings & Lots Policy as well as the proposed purchase agreement will be on file and available for public inspection at the Arlington City Office located at the Arlington Community Center.

All interested persons may appear at the public hearing and present their views orally or in writing.

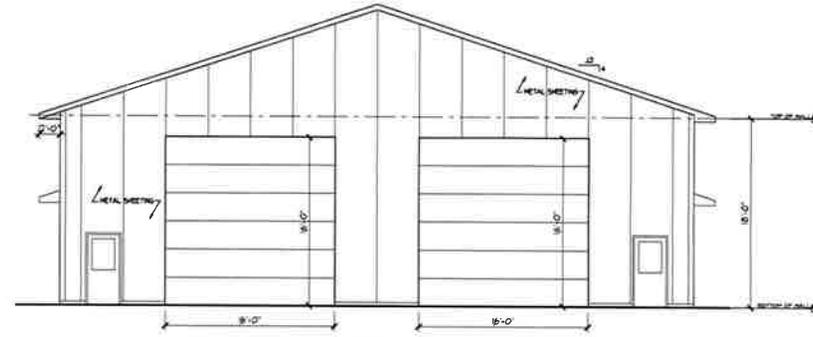
Amy Newsom  
Arlington EDA Director  
204 Shamrock Drive  
Arlington, MN 55307

Publish: Week of April 27, 2020

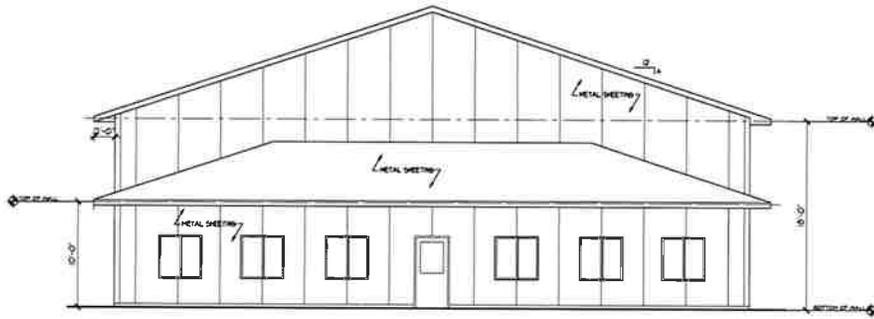
Post: April 27, 2020



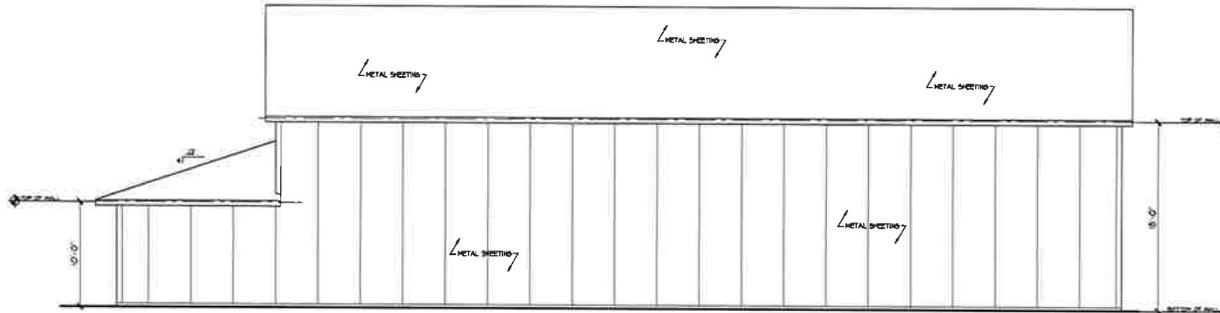
1  
A1 SIDE WALL ELEVATION  
SCALE: 1/8" = 1'-0"



2  
A1 END WALL ELEVATION  
SCALE: 1/8" = 1'-0"



3  
A1 END WALL ELEVATION  
SCALE: 1/8" = 1'-0"



4  
A1 SIDE WALL ELEVATION  
SCALE: 1/8" = 1'-0"

**SHEET INDEX**  
A1 - EXT ELEVATIONS  
A2 - FLOOR PLAN & SECTION

**NOTES**  
1. ALL HEADERS AND LINTELS THIS PLAN.  
(2) - 2x6 UNLESS NOTED OTHERWISE

**LOAD DATA**  
A. CONSTRUCTION GROUP - S-1  
B. FLOOR AREA - 5100 SF.  
C. CONSTRUCTION TYPE - V-N  
D. SNOW LOAD - 35 PSF  
E. WIND LOAD - 20 PSF  
F. SOIL BEARINGS - ASSUMED 1500 PSF

**STRUCTURAL DATA**  
A. CONCRETE PIERS - 3000 PSI  
B. CONCRETE FLOOR - 4000 PSI, 6% AIR ENTR.  
C. POSTS - TRTD, 1200F MIN, dFI NO. 1  
D. GIRTS & RURLINS - #2 HEM-FIR  
E. ENGINEERED TRUSSES - 10 PSF DL + 35 PSF SL.

THIS BUILDING MEETS OR EXCEEDS ALL CURRENT MINNESOTA BUILDING CODES

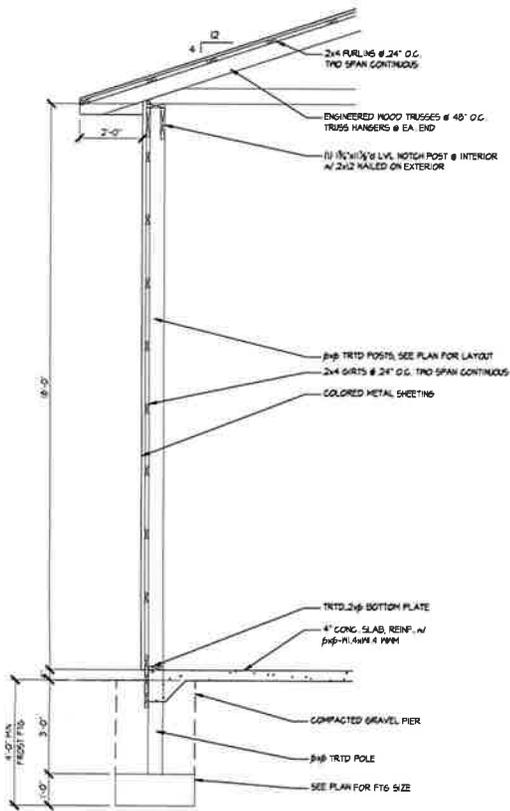


BEHR DESIGN INC. IS AN EQUAL OPPORTUNITY EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, OR HANDICAP. WE DO NOT DISCRIMINATE ON THE BASIS OF SEXUAL ORIENTATION OR GENDER IDENTIFICATION. WE DO NOT DISCRIMINATE ON THE BASIS OF MARRITAL STATUS. WE DO NOT DISCRIMINATE ON THE BASIS OF POLITICAL AFFILIATION. WE DO NOT DISCRIMINATE ON THE BASIS OF GENETIC INFORMATION. WE DO NOT DISCRIMINATE ON THE BASIS OF MATERNITY OR PATERNITY. WE DO NOT DISCRIMINATE ON THE BASIS OF PREGNANCY. WE DO NOT DISCRIMINATE ON THE BASIS OF BREASTFEEDING. WE DO NOT DISCRIMINATE ON THE BASIS OF VETERAN STATUS. WE DO NOT DISCRIMINATE ON THE BASIS OF MILITARY SERVICE. WE DO NOT DISCRIMINATE ON THE BASIS OF NATIONAL ORIGIN. WE DO NOT DISCRIMINATE ON THE BASIS OF ANCESTRY. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE. WE DO NOT DISCRIMINATE ON THE BASIS OF COLOR. WE DO NOT DISCRIMINATE ON THE BASIS OF SEX. WE DO NOT DISCRIMINATE ON THE BASIS OF RELIGION. WE DO NOT DISCRIMINATE ON THE BASIS OF NATIONAL ORIGIN. WE DO NOT DISCRIMINATE ON THE BASIS OF ANCESTRY. WE DO NOT DISCRIMINATE ON THE BASIS OF AGE. WE DO NOT DISCRIMINATE ON THE BASIS OF HANDICAP. WE DO NOT DISCRIMINATE ON THE BASIS OF SEXUAL ORIENTATION OR GENDER IDENTIFICATION. WE DO NOT DISCRIMINATE ON THE BASIS OF MARRITAL STATUS. WE DO NOT DISCRIMINATE ON THE BASIS OF POLITICAL AFFILIATION. WE DO NOT DISCRIMINATE ON THE BASIS OF GENETIC INFORMATION. WE DO NOT DISCRIMINATE ON THE BASIS OF MATERNITY OR PATERNITY. WE DO NOT DISCRIMINATE ON THE BASIS OF PREGNANCY. WE DO NOT DISCRIMINATE ON THE BASIS OF BREASTFEEDING. WE DO NOT DISCRIMINATE ON THE BASIS OF VETERAN STATUS. WE DO NOT DISCRIMINATE ON THE BASIS OF MILITARY SERVICE.

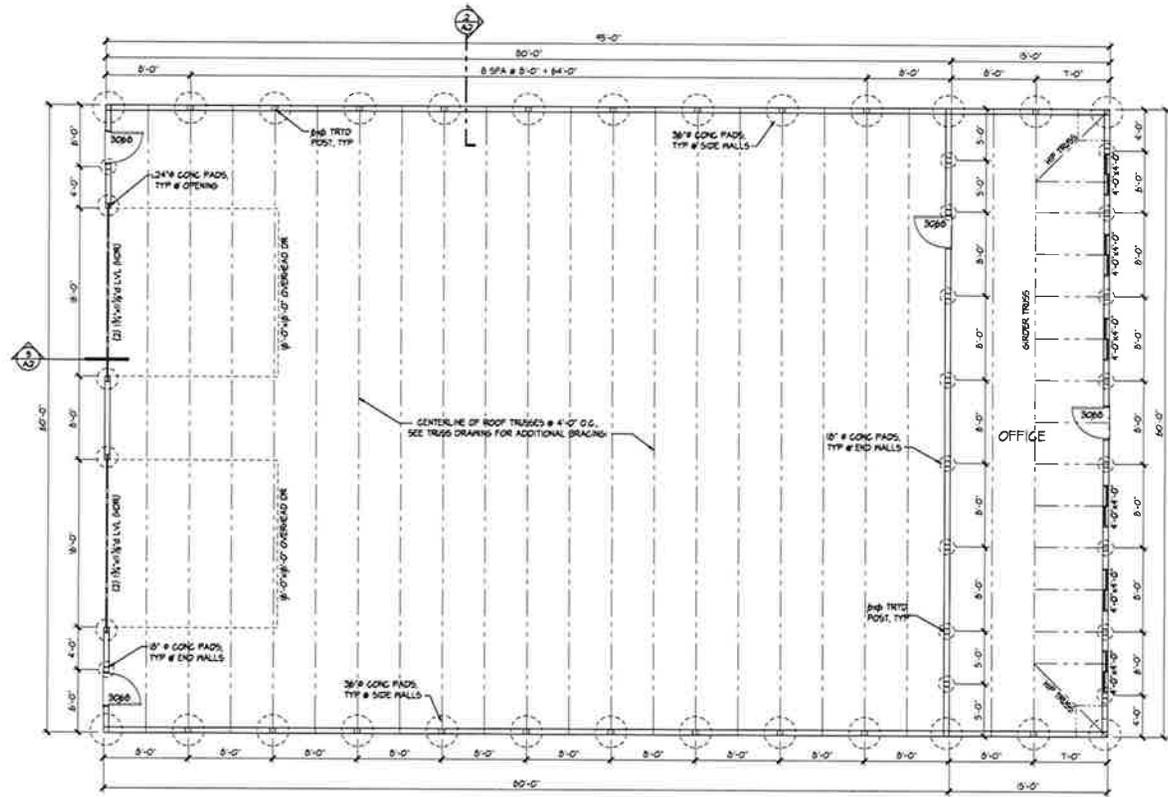
SIWEK LUMBER & MILLWORK  
Tony Hoff  
Arlington, MN

BEHR DESIGN INC.  
10000 15th Ave S  
Burnsville, MN 55337  
(952) 746-7707  
mick@behr-design.com

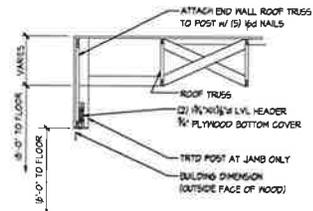
SHEET NO.  
A1  
EXTENSION ELEVATIONS



2  
A2  
SIDEWALL SECTION  
SCALE: 3/8" = 1'-0"



1  
A2  
FLOOR PLAN  
SCALE: 1/8" = 1'-0"



3  
A2  
GABLE END DOOR SECTION  
SCALE: 1/4" = 1'-0"

NOT TO SCALE. ALL DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND SUPPLIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORERS AND WORKERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EQUIPMENT AND TOOLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND SUPPLIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABORERS AND WORKERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EQUIPMENT AND TOOLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS.

**SIWEK LUMBER & MILLWORK**  
Tony Hoff  
Arlington, MN

BEHR DESIGN INC.  
10000 BEHR BLVD  
MILWAUKEE, WI 53222  
OFFICE: (92) 746-7701  
FAX: (92) 746-7703  
E-MAIL: mick@behr-design.com

SHEET NO.  
**A2**  
FLOOR PLAN

## Amy Newsom

---

**From:** Laura Hacker <lauraw@co.sibley.mn.us>  
**Sent:** Monday, April 13, 2020 2:07 PM  
**To:** Amy Newsom; Mike Kedrowski  
**Subject:** Estimated EMV and Tax Amount - Hoff Project (Old Nickel)

Michael & Amy:

Below is a rough estimate of the Estimated Market Value and Tax Amount for the proposed Hoff project (old Nickel property 31.0874.000).

This estimate is based upon the information provided and is subject to change if or when the project is built.

The tax amount is based upon the rates for payable 2020.

If you have any questions, let me know.

Estimated EMV \$290,200

Estimated Total Tax \$9,628

Laura Hacker, SAMA

County Assessor - Director

Sibley County Assessor's Office

Property Assessing & Zoning Department

(507) 237-4075

[lauraw@co.sibley.mn.us](mailto:lauraw@co.sibley.mn.us)



*Sibley County: Providing quality public service in a cost effective manner through innovation, leadership and cooperation.*

"This e-mail (including any attachments) may contain information which is confidential. This e-mail (including any attachments) is intended only for the use of the person or entity to whom it is addressed. If you have received this e-mail in error, do not distribute, copy or disseminate. Return the e-mail to the sender, delete the e-mail, and notify the sender by telephone at (507) 237-4075."

May 5, 2020

Arlington Economic Development Authority  
204 Shamrock Drive  
Arlington, MN 55307

Dear Arlington EDA,

We are business owners of a small business in Arlington, MN and want to express our concerns with the sale of land (Parcel Id # 31.0874.000) owned by the Arlington Economic Development Authority. Our concerns with the sale to the business Tony's Outdoor Services is mostly the financial stability of that company. We have heard from local community business owners that the City of Arlington should look into this sale with extreme caution with Tony's Outdoor Services as many businesses have had issues with insufficient funds and we ourselves have had credit issues with the company. A quick search on the court records online can show there has been history and recent history on insufficient funds and funding judgement issues. Being taxpayers to the community we want to see businesses come to the community that has things to bring to the community and not try to take advantage of an incentive for a parcel.

We are not individuals that like to deter businesses from coming to Arlington MN but we want the best interest of Arlington and its community taken into consideration.

We have read Top Notch Construction's proposal and have done business with this individual and feel this party would be a better fit for this property and be a citizen who will give back to the community in a positive way.

Thanks

Alex Fredin



Tim Haggemiller



Spencer Haggemiller



## BARE LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on \_\_\_\_\_ 2020, by and between the following parties:

**Seller name(s) and address:** Arlington Economic Development Authority  
204 Shamrock Drive  
Arlington, MN 55307

**Buyer name(s) and address:** AJH Properties, LLC  
P.O. Box 275  
Henderson, MN 56044

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property legally described as:

Part of the Northwest Quarter of Section 9, Township 113 North, Range 27 West, Sibley County, Minnesota, consisting of 14.37 acres, survey description to control. This is also described as Tax Parcel 31.0874.000.

Located at County Highway 9 (street address) City of Arlington, County of Sibley, State of Minnesota.

3. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be null and void at

11:59 P.M. on (date) \_\_\_\_\_ 2020, and in such event, all earnest money shall be refunded to Buyer.

4. **PERSONAL PROPERTY AND FIXTURES INCLUDED IN SALE.** There are no fixtures or personal property included in this sale.

5. **PRICE AND TERMS.** The price for the real property included in this sale is \$10,000.00, which Buyer shall pay as follows:

Payable at closing, which shall take place June 1, 2020.

6. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed, joined in by spouse, if any, conveying marketable title, subject to:

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- C. Reservation of any mineral rights by the State of Minnesota;
- D. Utility and drainage easements which do not interfere with existing improvements;
- E. Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer in the Purchase Agreement;

**Buyer shall be responsible for either arranging to share the existing driveway approach to County Highway 9 with the Sibley County Fairgrounds, or the alternative, obtain a separate access from Sibley County.**

7. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable in and for the year of closing shall be paid as follows:

**Real estate taxes shall be prorated, with seller paying the tax for that portion of the year prior to the sale, and buyer paying all taxes thereafter.**

Seller represents that the taxes due and payable in the year 2020 will be non-homestead classification, unless Buyer changes the tax classification for taxes payable in the year following closing by taking possession of the property as Buyer's homestead and filing a new homestead declaration within the time required by law.

Installments of Special Assessments certified for payment with the real estate taxes due and payable in the year of closing shall be paid as follows:

- By Seller.
- By Buyer.
- Prorated between seller and buyer as of the date of closing.

As of the date of this Agreement, Seller represents that Seller has not received a Notice of Hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the property. If a special assessment becomes pending **after** the date of this agreement and **before** the date of closing, Buyer may, at Buyer's option:

- A. Assume payment of the pending special assessment without adjustment to the purchase agreement price of the property; or,
- B. Require Seller to pay the pending special assessment (or escrow for payment of same as provided above) and Buyer shall pay a commensurate increase in the purchase price of the property, which increases shall be the same as the estimated amount of the assessment; or,
- C. Declare this Agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer.

**SELLER SHALL PAY ON DATE OF CLOSING** any deferred real estate taxes or special assessments payment of which is required as a result of the closing of this sale.

Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided for herein. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

8. **DAMAGES TO REAL PROPERTY.** If the real property is substantially damaged prior to closing, this Agreement shall terminate and the earnest money shall be refunded to Buyer. If the real property is damaged materially but less than substantially prior to closing, Buyer may rescind this Agreement by notice to Seller within 21 days after Seller notifies Buyer of such damage, during which 21-day period Buyer may inspect the real property, and in the event of such rescission, the earnest money shall be refunded to Buyer.

9. **SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that there is a right of access to the real property from a public right of way. Seller warrants that there has been no labor or material furnished to the property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed or contract for deed.

10. **CONDITION OF PROPERTY.** Seller has not received any notice from any governmental authority as to the existence of any dutch elm disease, oak wilt, or other disease of any trees on the property. To the best of Seller's knowledge no hazardous substances or petroleum products have been placed, stored, or released from or on the property by any party in violation of any law, nor have any underground storage tanks been located on the property at any time, except as follows:

**NONE**

Seller's warranties and representations contained in this paragraph 10 shall survive the delivery of the Deed or Contract for Deed, provided that any notice of a defect or claim or breach of warranty must be in writing and given by Buyer to Seller within one year of the date of closing or be deemed waived.

Buyer shall have the right to have inspections of the property conducted prior to closing. Unless required by local ordinance or lending regulations, seller does not plan to have the property inspected. Other than the representations made in this paragraph 10, the property is being sold "**AS IS**" with no express or implied representation or warranties by seller as to physical conditions, quality of construction, workmanship, or fitness for any particular purpose. (This paragraph is not intended to waive or modify any provisions of Minn. Stat., Chapter 327A.)

11. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation affecting the property. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

12. **POSSESSION.** Seller shall deliver possession of the property not later than closing date. All interest, fuel oil, liquid petroleum gas, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between the parties as of closing date.

13. **EXAMINATION OF TITLE.** Within a reasonable time after acceptance of this Agreement, Seller shall furnish Buyer with an Abstract of Title or a Registered Property Abstract certified to date including proper searches covering bankruptcies and State and Federal judgments, liens, and levied and pending special assessments. Buyer shall have ten (10) business days after receipt of the Abstract of Title or Registered Property Abstract either to have Buyer's attorney examine the title and provide Seller with written objections or, at Buyer's own expense, to make an application for a Title Insurance Policy and notify Seller of the application. Buyer shall have (10) business days after receipt of the Commitment for Title Insurance to provide Seller with a copy of the Commitment and written objections. Buyer shall be deemed to have waived any title objection not made within the (10) day period, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory Warranty Deed, unless a Warranty Deed is not specified above.

- 14. TITLE CORRECTIONS AND REMEDIES.** Seller shall have 120 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.
- A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
  - B. If notice is given and Seller proceeds in good faith to make title marketable but the 120 day period expires without title being made marketable, Buyer may declare this Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.
  - C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 120 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:
    - 1. Proceed to closing without waiver or merger in the deed of the objections to title and without waiver of any remedies, and may:
      - (a) seek damages, costs, and reasonable attorneys' fees from Seller as permitted by law (damages under this subparagraph (a) shall be limited to the costs of curing objections to title, and consequential damages are excluded); or
      - (b) Undertake proceedings to correct the objections to title;
    - 2. Rescission of the Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be null and void and all earnest money paid hereunder shall be refunded to Buyer.
    - 3. Damages from Seller together with costs and reasonable attorneys' fees, as permitted by law;
    - 4. Specific performance within six months after such right of action arises.
  - D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
    - 1. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
    - 2. Seek specific performance of this Agreement within six months after such right of action arises, including costs and reasonable attorneys' fees, as permitted by law.
  - E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
    - 1. Seek damages from Seller including costs and reasonable attorneys' fees;
    - 2. Seek specific performance within six months after such right of action arises.

**TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS AGREEMENT.**

- 15. NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1, above and, if mailed, are effective as of the date of mailing.

- 16. AGENCY DISCLOSURE NOTICE:** No agent represents the seller.

17. **SURVEY OF LAND.** The parties agree:

- That no boundary survey of the property shall be conducted.
- That a boundary survey of the property shall be conducted as soon as possible. The cost of said survey shall be paid as follows:

**Seller shall pay the cost of survey.**

18. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

19. **WELL DISCLOSURE.** Check one of the following:

- Seller certifies that Seller does not know of any wells on the described real property.
- Wells on the subject real property are disclosed by Seller on the attached Well Disclosure form.

20. **ADDITIONAL TERMS.**

**This sale shall also be subject to the terms and conditions set-out in the development agreement between the parties, a copy of which is attached to this purchase agreement.**

21. **ATTACHMENTS.** Attached are 3 Attachment page(s), made a part of this Agreement.

I agree to sell the property for the price and terms and conditions set forth above.

I agree to purchase the property for the price and terms and conditions set forth above.

**For Arlington Economic Development Authority:**

**For AJH Properties, LLC:**

**SELLER:** \_\_\_\_\_  
**Printed Name:** Dean Bergersen  
Its President

**BUYER:** \_\_\_\_\_  
**Printed Name:** Anthony Hoff  
Its President

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

## DEVELOPMENT AGREEMENT

Arlington Economic Development Authority, an agency of the City of Arlington, a Minnesota municipal corporation, hereafter "City" and AJH Properties, LLC, a Minnesota corporation, "Buyer," hereby agree as follows:

1. City has agreed to sell to Buyer the following described real estate, hereafter "premises":

**Part of the Northwest Quarter of Section 9, Township 113 North, Range 27 West, Sibley County, Minnesota, consisting of 14.37 acres, survey description to control. This is also described as Tax Parcel 31.0874.000.**

2. Consideration for this purchase is \$10,000.00 and the agreement of the Buyer that Buyer will construct a business building on the premises to be substantially completed by November 30, 2020. It is the understanding and intent of this agreement that Buyer is constructing said buildings in order to provide a place of operation for Buyer's excavation and construction business.
3. If through no fault of Buyer, weather conditions, non-availability of building materials, or any other cause beyond Buyer's control, prevents Buyer from completing the structure on the premises by November 30, 2020, Buyer may be granted an extension of completion date in the sole discretion of city.
4. As further consideration for this purchase, Buyer agrees that the business building to be constructed by Buyer on the premises shall be of a construction cost of at least \$100,000.00.
5. If Buyer does not begin construction of the business building on the premises within 90 days after the premises purchase has been closed, then at the option of the city, the city can require Buyer to deed back the property to the city for \$10,000.00, immediately upon demand.
6. As further consideration for this purchase, Buyer agrees that Buyer, or any tenant of Buyer, shall employ at least 5 full-time equivalent employees working primarily on the premises, within 6 months after the completion of the business building to be constructed on the premises. Upon sufficient showing of the hiring of 5 full-time employees, the city shall record partial satisfaction releasing Buyer from the obligation. If this condition is not fulfilled, then at the option of the city, the city can require Buyer to pay an amended purchase price in accordance with the city's development land sale policy as adopted by the Arlington City Council on May 21, 2018. For purposes of this agreement, the Sibley County Assessor's estimated market value for 2020 will be considered the "Market Rate Value" as set out in said development land sale policy. Such amended purchase price shall be paid by Buyer to the city within 30 days after written demand by the city for such payment, following the failure of Buyer to meet the employment goals as set out in this paragraph.

7. Municipal sewer and water service are not available to the premises at this time. Buyer will undertake construction of city sewer and water service infrastructure to the premises at the Buyer's cost.
8. Buyer's operation of the business on the premises shall at all times comply with government regulations, to include, but not limited to, sound suppression and dust control standards.

Dated: \_\_\_\_\_, 2020

For Arlington Economic Development Authority:

\_\_\_\_\_  
Dean Bergersen  
Its President

For AJH Properties, LLC:

\_\_\_\_\_  
Anthony Hoff  
Its President

STATE OF MINNESOTA  
COUNTY OF SIBLEY

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Dean Bergersen, President, on behalf of Arlington Economic Development Authority, an agency of the City of Arlington, a Minnesota municipal corporation.

NOTARIAL STAMP

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA  
COUNTY OF SIBLEY

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Anthony Hoff, president, on behalf of AJH Properties, LLC, a Minnesota limited liability company.

NOTARIAL STAMP

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



**ECONOMIC DEVELOPMENT AUTHORITY  
MEETING MINTUES**

**MONDAY, APRIL 13 @ 5:30 P.M.**

Arlington Community Center - Council Chambers

Join from PC, Mac, Linux, iOS or Android:

<https://meetings.ringcentral.com/j/1496992763>

Or iPhone one-tap :

US: +1(623)4049000,,1496992763# (US West)  
+1(720)9027700,,1496992763# (US Central)  
+1(773)2319226,,1496992763# (US North)  
+1(469)4450100,,1496992763# (US South)  
+1(470)8692200,,1496992763# (US East)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1(623)4049000 (US West)  
+1(720)9027700 (US Central)  
+1(773)2319226 (US North)  
+1(469)4450100 (US South)  
+1(470)8692200 (US East)

Meeting ID: 149 699 2763

International numbers available:

<https://meetings.ringcentral.com/teleconference>

1. Call to Order – The meeting was called to order at 5:33 pm by President Dean Bergersen.  
EDA members present: Howard Brinkman, Kurt Menk. By RingCentral: Dean Bergersen, Larry Sorenson, Tim Kloeckl, Tom Hatlestad  
EDA members absent: Laura Gilman  
Guests present: Tony Hoff. By RingCentral: Justin Horstman  
Staff present: EDA Director Amy Newsom. By RingCentral: Michael Kedrowski, P&Z Administrator
2. Pledge of Allegiance
3. Approval of Agenda – Motion by Sorenson to approve the agenda with the addition of an updated 2019 Loan Summary, second by Kloeckl. Motion carried.
4. Approval of Minutes
  - a. March 9, 2020 – Motion by Kloeckl to approve the March 9, 2020 minutes, second by Brinkman. Motion carried.

5. Approval of Financial Reports

- a. January 2020
- b. February 2020
- c. March 2020
- d. 2019 Loan Summary

The reports were reviewed by the Committee. Lisa Tesch provided the EDA with an updated 2019 Loan Summary because she noticed that she had forgotten to add the Hip Hop Family Shop loan. Motion by Sorenson, second by Brinkman. Motion carried.

6. New Business

- a. Approve/Deny Resolution No. 05-2020 A RESOLUTION APPROVING TERMS OF A LOAN TO LINSDAY SJOSTROM REAL ESTATE LLC. FROM THE ARLINGTON EDA FACADE IMPROVEMENT LOAN PROGRAM FOR A PROJECT AT 108 5TH AVENUE
- b. There was discussion as to details of the loan and whether it could be requested to take out another loan if additional work was to be done. It was discussed that perhaps more language could be added to the application to define what is a facade as well make some modifications to the language on the resolution. **Kloeckl** introduced Resolution No. 05-2020 A RESOLUTION APPROVING TERMS OF A LOAN TO LINSDAY SJOSTROM REAL ESTATE LLC. FROM THE ARLINGTON EDA FACADE IMPROVEMENT LOAN PROGRAM FOR A PROJECT AT 108 5TH AVENUE, **Hatlestad** seconded it. And upon poll being taken the following voted in favor of Kloeckl, Hatlestad, Sorenson, Menk, Brinkman, and none against. Nobody abstained and Councilmember Gillman was absent.
- c. Proposal to purchase parcel 31.0874.000 (former Nickel property) from Top Notch Construction.  
Justin Horstman was present at the meeting and presented his proposal to purchase parcel 31.0874.000 (former Nickel property). A letter was provided to the Committee, and he explained details of his company and how the land would be used. The company would operate year-round and store equipment used for construction and development projects. A berm would be created on the property between existing neighbors on the north, east and south sides. A building would be erected on the property housing equipment and an office space that would be roughly 50x100 feet. The land would also be used to store aggregate materials that are hauled out of the city during projects like street repairs. The Committee discussed his proposal after presentation and may consider it or find another lot of land to house his company at a later point in time.  
  
Horstman left the meeting.
- d. Letter from Sarah Callahan  
A letter was presented to the Committee from a resident bordering 31.0874.000 (former Nickel property). The letter addressed her concern about a commercial business being housed near her property. It was noted by the Committee to keep it in mind. It was also noted that Hoff had talked with her about his business and assured that he would work with her as well as not be too much of an inconvenience to her and her family.

- e. Discussion on what the EDA can do to help businesses during COVID-19  
It was discussed among the Committee members that they would like to do something to assist businesses affected by COVID-19. Gilman spoke with Newsom asking what we can do to maintain our businesses, maintain the level of shopping local. Consensus of the Board to come up with ideas and wait to act until after the virus has peaked.

## 7. Old Business

- a. Proposal to purchase parcel 31.0874.000 (former Nickel property) from Tony's Outdoor Services

- i. Public Hearing planned for May 11, 2020

Hoff was in attendance to address the Committee if they had any further questions at this time. It was brought into consideration by Council and recommended to have a Public Hearing scheduled at the next EDA meeting. Many of the questions asked by the Committee members could be written into the purchase agreement as stipulations on receiving the land. The Committee agreed unanimously to move on with the proposal and bring it to a Public Hearing scheduled for the next EDA Meeting May 11<sup>th</sup>.

Hoff left the meeting.

- b. Update on Hemp Heaven

- i. Notice of Assessments from High Island Creek Watershed District  
Newsom presented the proposed assessments to the parcel which was sold to Hemp Heaven. Arneson has not filed the deed yet because Hemp Heaven has not provided proper site plans. Newsom will work with Arneson to see who will be responsible for the assessments.

- c. Marketing Ideas

Consensus of the group to wait on this topic until Gilman is at a meeting.

- d. City Fee comparison/incentives

- i. WAC/SAC \$4,825 City Council waives on case-by-case basis

A comparison between cities fees was presented before the Committee and it was decided that at some point the EDA would like to review fees and incentives before the end of 2020. Kedrowski mentioned he is working with Planning and Zoning to do so as well and will be presenting new permits that are more user friendly and easy to fill out.

- e. One Million Cups — October 14, 2020

Still planned for October 14, but Newsom reported that they are currently being held virtually. Consensus of the group was not to host if held electronically.

## 8. Planning and Zoning update — Michael Kedrowski

- New permits/process – permits have been redesigned and simplified, will present to Planning and Zoning Committee and then have on agenda for Council Approval

- Scott Equipment – While preparing the land for the next stage in their expansion, they dug up into Hutch Co-Op's property. The damage will be repaired as their drainage plan comes into fruition in oncoming weeks.
- Building permits/projects – There have been 28 permits so far this year ranging from windows and siding to new construction and remodeling of homes. So far permits have totaled \$6,913.62 in fees and over \$773,000 in evaluations
- Scanning/digitizing previous years' resolutions and minutes – There are not digital copies of many of the files in the resolution and minute binders. Kedrowski has been looking to work on scanning, digitizing and converting to pdf and word files.
- Revisions to city code and comp plan – there are updates needed to be made both to city code and the comprehensive plan. Kedrowski has begun reviewing both the code and comp plan and will be working with Planning and Zoning Committee to suggest those revisions.

9. EDA Director update on businesses and housing

Newsom reported that Siduri Hops must build by this summer according to their development agreement and the grant extension from DEED for their BDPI grant. The group discussed what to do if Siduri does not plan to build. Newsom to check with Attorney Arneson when we can take action to get the land back. The Board also discussed making the business pay for their own infrastructure to the site if they still plan to build.

10. Director and Board Comments

11. Adjourn – Motion by Menk, second by Sorenson to adjourn the meeting at 7:20 pm. Motion carried.

---

EDA Director Amy Newsom

---

EDA President Dean Bergersen

April 22, 2020

Amy Newsom  
City of Arlington  
204 Shamrock Drive  
Arlington, MN 55307

Dear Amy:

The purpose of my letter is regarding the future of our indoor farming project in Arlington. When we last spoke, I indicated we would not be ready to break ground this spring as planned and would need to seek another extension to our Developer's Agreement with the City. Since then, we have been evaluating different strategies for commercializing our hops business and concluded that building an indoor growing facility like the one we proposed in Arlington is no longer a viable option going forward. Therefore, we will not be requesting an extension as we discussed and are planning to deed the property back to the City instead. I will be contacting Ross Arneson about starting this process. Hopefully, it can be completed in time for the City to rent the property during the 2020 crop season.

We carefully considered multiple factors before making this decision. We have several trials scheduled at our demonstration grow room that must be completed before we can move ahead. These trials have been delayed due to the coronavirus outbreak. This has made it difficult to estimate when we will be able to finish them but being able to start construction this year is unlikely. In addition, the shelter in place orders across the country have disrupted the craft beer industry. It is unclear right now what the knock-on effects of this disruption will be on the hop market beginning this fall and into the future. Given this uncertainty about hop demand, we no longer think building an indoor growing facility like we proposed is feasible.

We appreciated the opportunity to propose building our indoor growing facility in Arlington and the support we received from the EDA and Council. Even though we will not be joining the business community, we would recommend any business looking to relocate consider moving to Arlington.

Sincerely,



Matt Johnson  
Managing Member  
Caravel Ventures, LLC



**Arlington EDA Sign Loan Program: Application**

Property Owner Name: ARLINGTON ANIMAL CLINIC / SUSAN JONES

Property Owners Address: 318 WEST MAIN ST

Address to be improved: 402 WEST ALDEN

Phone: 507 964 2248 Date: 3/31/2020

Short Project Description: NEW LETTERING & GRAPHICS

AT 402 WEST ALDEN  
Total Improvement Cost: \$3,675.00 Loan Request: \$1,000.00  
*The amount of the loan cannot be more than \$1,000. Limit of one per business.*

Contractor Name	Bid Amount
1. <u>G.D. PRODUCTS</u>	<u>\$3,675</u>
2. <u>Indigo Signworks</u>	<u>\$4,995</u>

Have you received a loan from the Sign Loan Program in the past? NO

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

- 1. Bid/Quote**  
*(If you are doing the work yourself, attach a copy of the material costs on letterhead from the material supplier)*
- 2. Sketch/Image of Project**
- 3. Sign Permit**  
*(You may apply without permit; EDA needs it before you receive funds.)*

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

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

SIGNATURE: [Signature] DATE: 3/31/2020

LYLE BROWN PRACTICE MANAGER

Applications will be reviewed in the order they are received.

Contact Person: LYLE BRAUN Phone: 952-412-7731

Address: ARLINGTON ANIMAL CLINIC 318 WEST MAIN ST

***I hereby certify that I have completed, read and examined this application and know the same to be true and correct, I accept responsibility for compliance with all applicable laws, notifications, and city provisions. The granting of this permit does not presume to give authority to violate or cancel the provision of any other state or local law regarding construction or the performance of construction.***

Applicant Signature:  Date: 4/6/2020

Applicant's Name Printed: LYLE BRAUN

Approved       Denied

Authorized Approval Signature:  Date: 4/14/2020



204 SHAMROCK DRIVE ARLINGTON, MN 55307 Phone: 507-964-2378

# Sign Permit

Return all Applications to: City of Arlington, Building Department

204 Shamrock Drive, Arlington, MN 55307

Phone: 507-964-2378 fax: 507-964-5973

Zoning Official: Michael Kedrowski—Planning and Zoning Administrator

Phone: 320-226-5189 fax: 651-846-5973

Office Use Only	
Permit Number:	<u>A-2020-35</u>
Date Received:	<u>4/14/15</u>
Sign Permit fee:	\$25
Plan Review:	Based on Value
Total: \$	_____

Site Address or Location: 402 WEST ALDEN

Zoning District: \_\_\_\_\_ Number of Sides: 2 SIDES OF BUILDING

Square Footage of Sign: 30 Front Footage of Property: 60' WIDE LOT

Type of Sign: LETTERS ON WALL Height (above ground): 6 FEET

Will the Sign be Lighted: NO  YES, How So: \_\_\_\_\_

ALSO WINDOW GRAPHIC

The applicant must also supply with this Permit Application the following:

- An explanation or drawing showing location of existing and proposed buildings on site
- The location of existing buildings within 100 feet of the site
- Location and Height of all existing and proposed signs on the site, complete with route of electrical signs if needed
- All specifications and dimensions of signs including the lettering size and graphics
- Description of sign and frame materials and colors, including supports
- If it is a wall sign, include the anchorage details

More information required on next page:

# CD PRODUCTS<sup>inc.</sup>

1330 MILL LANE WACONIA, MN 55387  
phone 952-442-7481  
fax 952-442-7491  
sales@cdproductsinc.com

## INVOICE

**Invoice Number** 75485  
**Invoice Date** 3/24/2020  
**Due Date** 4/3/2020

**Bill To:**

MN VALLEY VETERINARY SERVICES  
C/O COUNTRYSIDE VET CLINIC  
13950 HIGHWAY 5  
YOUNG AMERICA, MN 55397-

**Ship To:**

ARLINGTON ANIMAL CLINIC  
402 WEST ALDEN  
ARLINGTON, MN 55307-

<b>PO</b>	LYLE	<b>Ship Via</b>	INSTALL	<b>Ship To:</b>	ARLINGTO
<b>Order Date</b>	3/24/2020	<b>Sales Rep</b>	Cathy	<b>Terms</b>	Net-10 days

<b>Product</b>	<b>Description</b>	<b>Ordered</b>	<b>Shipped</b>	<b>Unit Price</b>	<b>Line Total</b>
GEM	BUILDING LETTERING SETS, INSTALLED	2	2	\$1,680.00	\$3,360.00
DG	WINDOW GRAPHIC, INSTALLED	1	1	\$315.00	\$315.00
INSTALL	REMOVAL OF OLD TO BE BILLED LATER	1	1	\$0.00	\$0.00

*Thank you for your order! We appreciate your business!*

<b>Subtotal</b>	<b>Freight</b>	<b>Taxable Total</b>	<b>Sales Tax</b>	<b>Order Total</b>	<b>Payments</b>	<b>TOTAL DUE</b>
\$3,675.00	\$0.00	\$0.00	\$0.00	\$3,675.00		<b>\$3,675.00</b>

**Please detach this portion and return with your payment by: 4/3/2020**

<b>Invoice Date</b>	3/24/2020	<b>Customer ID</b>	MNVALLEYVE	<b>Ship To:</b>	ARLINGTON
<b>Invoice</b>	75485	<b>Terms</b>	Net-10 days	<b>PO Number</b>	LYLE
<b>Order Date</b>	3/24/2020	<b>Ship Via</b>	INSTALL		

<b>Subtotal</b>	<b>Freight</b>	<b>Taxable Tot</b>	<b>Sales Tax</b>	<b>Order Total</b>	<b>Payments</b>	<b>TOTAL DUE</b>
\$3,675.00	\$0.00	\$0.00	\$0.00	\$3,675.00		<b>\$3,675.00</b>

CD PRODUCTS, INC. 1330 MILL LANE WACONIA, MN 55387

**CD PRODUCTS Inc.**  
FULL SERVICE GRAPHICS PRODUCTION

1330 MILL LANE • WAGONIA, MN 55387  
phone 952-442-7481 fax 952-442-7491  
email cathy@cdproductsinc.com

Pricing shown is for product only and does not include design, installation, shipping or sales tax charges, which are additional.

**PROOF DATE 3/11/20**

Job Description  
Front Wall Lettering

Customer  
Arlington Animal Clinic

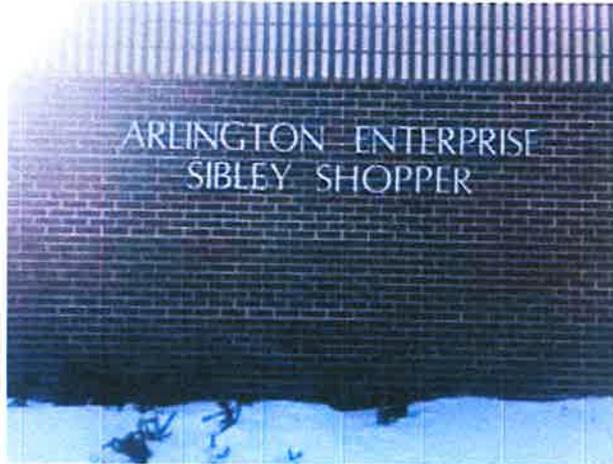
Sales Person  
Catherine Nielsen

Notes  
see --->

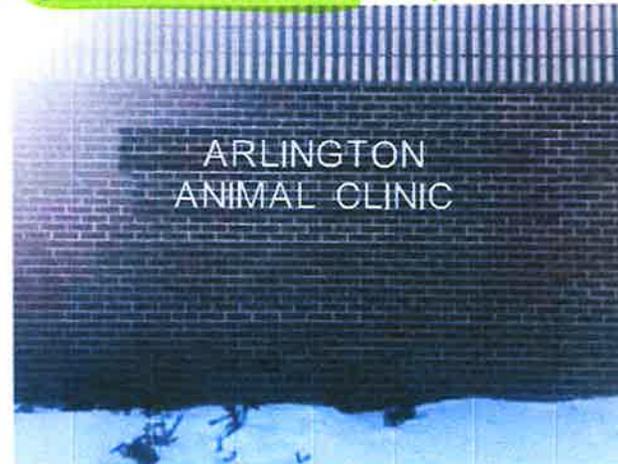
file:

This design is the property of CD Products, Inc and may not be reproduced or manufactured without written permission from CD Products.

Existing



Option A - Arial font



Option B - Roman font



Option C - Times Bold



Cast Metal Letters  
8" tall  
Brushed Aluminum  
Stud Mount  
Quantity - 1 set  
Price - \$ 1680 installed, + removal/disposal of old letters

# INDIGO SIGNWORKS, INC

4133 Iowa Street | Suite 100 | Alexandria, MN 56308

tel: 320.846.9697 | fax: 320.846.9698

[www.indigosignworks.com](http://www.indigosignworks.com)

## PROPOSAL

Proposal #: 64828

Proposal Date: 04/30/20  
 Customer #: CRM032651  
 Page: 1 of 5

<b>SOLD TO:</b>	<b>JOB LOCATION:</b>
Arlington Animal Clinic 402 West Alden Arlington MN 55307	Arlington Animal Clinic 402 West Alden Arlington MN 55307  REQUESTED BY: Lyle Braun

INDIGO SIGNWORKS - Sauk Rapids (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF ONE OF THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #66465                      Provide &amp; Install: Exterior Flat Cut Aluminum Letters                      Supplier: Gemini                      Quantity (Sets): (2)                      Material: Flat Cut Aluminum                      Material Thickness: 0.25-inch thick                      Letter Size: 8 inches high                      Letter Color/Finish: Brushed Aluminum                      Font: Arial Bold                      Copy:                      ARLINGTON                      ANIMAL CLINIC</p> <p>INSTALL: Yes                      Mounting: Stud-mounted Flush                      Overall Height: TBD                      Wall Type: Dark brown solid-colored brick</p> <p>Sketch #: 66465_Rev1                      Sales Representative #2: None                      Project Manager: Sarah Gerads                      Signed Contract: PO or signed contract required                      Downpayment: 50% down; balance due upon completion                      Permit: Indigo Signworks' responsibility                      Landlord Approval: Client's responsibility                      Photos: completion                      Completion Form attached: TBD                      Signoff Form attached: TBD                      PO Form attached: TBD                      PO #                      NTE Amount:                      Special instructions:                      Installation/Service Date requests:</p> <p>QUOTED PRICE: \$4,995.00</p>	\$4,995.00	\$4,995.00
1	<p>QUOTE #66529                      Provide &amp; Install: Exterior Cast Aluminum Letters</p>	\$4,995.00	\$4,995.00

COMPANY INITIALS KM

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

# INDIGO SIGNWORKS, INC

4133 Iowa Street | Suite 100 | Alexandria, MN 56308

tel: 320.846.9697 | fax: 320.846.9698

[www.indigosignworks.com](http://www.indigosignworks.com)

## PROPOSAL

Proposal #: 64828

Proposal Date: 04/30/20  
Customer #: CRM032651  
Page: 2 of 5

Supplier: Gemini  
Quantity (Sets): (2)  
Material: Cast Aluminum  
Material Thickness: 0.75-inch thick  
Letter Size: 8 inches high  
Letter Color/Finish: Brushed Aluminum  
Font: Arial Bold  
Copy:  
ARLINGTON  
ANIMAL CLINIC

INSTALL: Yes  
Mounting: Stud-mounted Flush  
Overall Height: TBD  
Wall Type: Dark brown solid-colored brick

Sketch #:  
Sales Representative #2: None  
Project Manager: Sarah Gerads  
Signed Contract: PO or signed contract required  
Downpayment: 50% down; balance due upon completion  
Permit: Indigo Signworks' responsibility  
Landlord Approval: Client's responsibility  
Photos: completion  
Completion Form attached: TBD  
Signoff Form attached: TBD  
PO Form attached: TBD  
PO #  
NTE Amount:  
Special instructions:  
Installation/Service Date requests:

QUOTED PRICE: \$4,995.00

Arlington Animal Clinic WILL INDICTATE WHICH OF THE ABOVE SIGNS IS THEIR CHOICE.

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

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

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit Card Transactions of \$500.00 and over will be charged a 2% Transaction Fee.  
Indigo Signworks accepts Checks, ACH, and Debit Cards without a Transaction Fee.

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

PROGRESS PAYMENTS MAY BE REQUIRED FOR PROJECTS THAT REQUIRE AN EXTENDED DELIVERY TIME

COMPANY INITIALS KM

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

# INDIGO SIGNWORKS, INC

4133 Iowa Street | Suite 100 | Alexandria, MN 56308

tel: 320.846.9697 | fax: 320.846.9698

[www.indigosignworks.com](http://www.indigosignworks.com)

## PROPOSAL

**Proposal #: 64828**

Proposal Date: 04/30/20  
Customer #: CRM032651  
Page: 3 of 5

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

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

COMPANY INITIALS KM

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

### TERMS AND CONDITIONS - Indigo Signworks, Inc. (" Company" ) and responsible party (" Customer" )

1. PAYMENT IN FULL IS REQUIRED UPON COMPLETION FOR PROJECTS INVOICED AT LESS THAN \$1,000. PROJECTS EXCEEDING \$1,000 REQUIRE A 50% DEPOSIT WITH THE BALANCE DUE ON COMPLETION. NET-30 TERMS REQUIRE PRE-APPROVAL FROM INDIGO SIGNWORKS, INC.
2. YOUR INITIAL INVESTMENT OF 50% IS REQUIRED ON PROJECTS EXCEEDING \$1000.00. THE RECEIPT OF YOUR DEPOSIT REPRESENTS A COMMITMENT BY INDIGO SIGNWORKS, INC. TO BEGIN YOUR PROJECT AND AN AGREEMENT FROM YOU TO REMAIN COMMITTED TO THE PROJECT THROUGH COMPLETION. AT THE TIME OF PROJECT COMPLETION, YOUR FINAL 50% PAYMENT WILL BE DUE.
3. PROGRESS PAYMENTS MAY BE REQUIRED FOR PROJECTS REQUIRING EXTENDED DELIVERY TIME.
4. INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS.
5. CREDIT CARD TRANSACTIONS GREATER THAN \$2,000 WILL BE CHARGED A 3.5% TRANSACTION FEE.
6. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNWORKS MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
7. BOTH PARTIES HERETO AGREE THAT THE CUSTOMER SHALL TAKE POSSESSION OF THE SIGN AT THE TIME OF DELIVERY OR INSTALL AND THAT ANY DAMAGE OCCURRING AFTER DELIVERY OR INSTALL SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF THE COMPANY TO ENFORCE COLLECTION OF THE PURCHASE PRICE THEN UNPAID.
8. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
9. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING BY THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
10. INDIGO SIGNWORKS SHALL SECURE ALL NECESSARY PERMITS FROM THE CITY. PERMIT FEES, IF NOT INCLUDED IN PROPOSAL ARE ADDITIONAL. THE CUSTOMER IS RESPONSIBLE FOR OBTAINING PERMISSION FROM BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN(S).  
IF THE CUSTOMER EXECUTES THIS CONTRACT WITHOUT OBTAINING PERMISSION FROM NECESSARY PARTIES FOR THE INSTALLATION OF SAID SIGN(S), THE CUSTOMER IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN(S).
11. ENGINEERING (WHEN REQUESTED OR REQUIRED) WILL BE PROCURED WITH A CERTIFIED ENGINEERING COMPANY AND BILLED TO THE CUSTOMER AT AN ADDITIONAL FEE.
12. ANY INCURRED DISPOSAL FEES AND/OR HAZARDOUS WASTE FEES WILL BE ADDED TO THE FINAL INVOICE.
13. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE UNFORESEEABLE CONDITIONS ARE ENCOUNTERED.
14. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY TO WITHIN FIVE FEET OF CONNECTION POINT TO SIGN PRIOR TO INSTALLATION OF THE SIGN. SERVICE FEED MUST MEET ANY/ALL CITY ELECTRICAL CODES AND REGULATIONS. FINAL ELECTRICAL CONNECTION IS THE RESPONSIBILITY OF THE CUSTOMER. SHOULD THE CUSTOMER CHOOSE TO HIRE INDIGO SIGNWORKS FOR THIS SERVICE, INDIGO SIGNWORKS SHALL ASSUME RESPONSIBILITY OF THIS COMPONENT AND EXECUTE THE PROVISIONS, INSTALLATIONS AND CONNECTIONS TO THE DISPLAY INCLUDING PERMITTING AND INSPECTION AS PER THE CONTRACT TERMS SPECIFIC TO THIS COMPONENT OF THE WORK.
15. WHEN DIGGING/DRILLING IS NECESSARY, INDIGO SIGNWORKS WILL CONTACT STATE LOCATE FACILITY TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK, OR UNFORESEEN CIRCUMSTANCES CREATING ADDITIONAL RESOURCES ARE ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT AND/OR SIGNIFICANT LABOR IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.

#### WARRANTY

16. INDIGO SIGNWORKS, INC. WILL REPAIR OR REPLACE ANY PRODUCT THAT FAILS DUE TO FAULTY MATERIAL OR WORKMANSHIP FOR TWO YEARS FROM DATE OF INVOICE. THIS WARRANTY IMPLIES ALL SIGNAGE PROVIDED BY INDIGO SIGNWORKS WILL BE FREE OF DEFECTS DUE TO WORKMANSHIP AND MATERIALS, INCLUDING, BUT NOT LIMITED TO PEELING, DELAMINATION AND INSTALLATION. INDIGO SIGNWORKS, INC. AGREES TO REPAIR ALL DEFECTS THAT DEVELOP DURING THE WARRANTY PERIOD AT NO COST TO OWNER, INCLUDING ALL LABOR AND MATERIALS. ANY PART FOUND TO BE DEFECTIVE DUE TO FAULTY MATERIALS AND/OR WORKMANSHIP WITHIN TWO YEARS SHALL BE REPLACED BY INDIGO SIGNWORKS, INC. IN CASES WHERE A MANUFACTURED PART HAS A WARRANTY LONGER THAN TWO YEARS, INDIGO SIGNWORKS, INC. WILL STAND BEHIND MANUFACTURER'S WARRANTY PERIOD FOR THE PART(S), HOWEVER LABOR FEES WILL BE INCURRED.  
BANNERS AS WELL AS PAINTING PERFORMED IN THE FIELD ARE CONSIDERED TEMPORARY AND ARE EXCLUDED FROM THIS WARRANTY. IN ADDITION, INDIGO SIGNWORKS, INC. WILL NOT ASSUME RESPONSIBILITY FOR DAMAGE CAUSED BY CARELESS HANDLING, IMPROPER INSTALLATION TECHNIQUES BY OTHERS, MISUSE, VANDALISM, SEVERE WEATHER, NORMAL FADING OR WHERE REPAIRS OR ALTERATIONS HAVE BEEN ATTEMPTED BY OTHERS.
17. VEHICLES - PROPER CARE IS EXTREMELY IMPORTANT TO PROTECT AND PROLONG THE LIFE OF YOUR GRAPHICS. INDIGO SIGNWORKS WILL NOT WARRANTY GRAPHICS APPLIED TO VEHICLES THAT HAVE GONE THROUGH TOUCHLESS OR SOFT TOUCH CAR WASHES. HAND WASHING IS ALWAYS THE BEST METHOD OF CLEANING YOUR LETTERED VEHICLE.
18. RETURNS MUST BE PREAUTHORIZED BY AN INDIGO SIGNWORKS, INC. REPRESENTATIVE, SHIPPED TO INDIGO SIGNWORKS AND ACCOMPANIED BY A COPY OF THE ORIGINAL INVOICE. PRODUCT RETURNED FOR REASONS OTHER THAN FAILURE WILL INCUR A 15% RESTOCKING FEE.

# INDIGO SIGNWORKS, INC

4133 Iowa Street | Suite 100 | Alexandria, MN 56308

tel: 320.846.9697 | fax: 320.846.9698

[www.indigosignworks.com](http://www.indigosignworks.com)

## PROPOSAL

Proposal #: 64828

Proposal Date: 04/30/20  
Customer #: CRM032651  
Page: 5 of 5

- 19. UPON AGREEMENT BY BOTH PARTIES, INDIGO SIGNWORKS, INC. MAY ALLOW A DISCOUNTED PRICE FOR DEFECTIVE MERCHANDISE SHOULD CUSTOMER ELECT TO ACCEPT PRODUCT AS-IS OR REPAIR PRODUCT AT THEIR OWN EXPENSE.

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

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

SALESPERSON: Kathy McMillan

DATE: 4/30/2020

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

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

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

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

COMPANY INITIALS KM

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

Arlington Animal Clinic

Arlington, MN  
Quote # 66465\_Rev1

Date: 4/28/2020  
Revised Date:

Sales Representative:  
Kathy McMillan

Drawn by: BDK

Page Scale: 1.5" = 1'-0"  
Page Size: 11x17

X

Non-Illuminated Letters

Material: Flat Cut Aluminum (Gemini)  
Font: Arial Bold  
Letter Height: 8 inches  
Finish: Brushed Aluminum  
Mounting: Stud Mount

1632 Main Avenue | Fargo, ND 58103  
p. 701.297.9696 | f. 701.297.9697

MN | alexandria | ft. raven | minneapolis  
ND | fargo | bismarck | grand fork | miral

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

8.008

ARLINGTON

ANIMAL CLINIC

83.175"



NOTE: SCALING IS APPROXIMATE

File location: G:\A\Arlington Animal Clinic\Working Sketch Files\Arlington\_Dimensional\_66465\_Rev1

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



Committee Member [NAME] introduced the following resolution and moved for its adoption:

**RESOLUTION 06-2020**

**A RESOLUTION APPROVING THE TERMS OF A LOAN UNDER THE SIGN LOAN PROGRAM TO ARLINGTON ANIMAL CLINIC LOCATED AT 402 WEST ALDEN STREET**

WHEREAS the Arlington Animal Clinic has applied for a Sign Loan available through the City of Arlington Economic Development Authority; and

WHEREAS, the Applicant requests a forgivable loan in the amount of \$1,000.00 or fifty percent (50%) of the actual project costs, whichever is less; and

WHEREAS, the purpose of the loan is to add a sign to the business, the Arlington Animal Clinic, located at 402 West Alden Street; and

WHEREAS, the EDA has reviewed the application to determine compliance with the loan policies and procedures; and

NOW THEREFORE, BE IT RESOLVED, that the Arlington Economic Development Authority hereby approves a Sign Program loan in the amount of \$1,000.00 to the Arlington Animal Clinic as follows:

1. The City and EDA approved the Sign Program, which is administered by the Arlington EDA.
2. The Arlington Animal Clinic has submitted an official application form requesting financial assistance from the EDA Sign Program in the amount of \$1,000.00 or fifty percent (50%) of the actual project costs, whichever is less, in order to: obtain new lettering and graphics for a sign at 402 West Alden Street.
3. The loan is to be made from the EDA Fund #204 (Façade Improvement Loan Program) and will be forgiven three years following the disbursement of the loan and the project is completed within a reasonable period defined at 180 days.
4. The EDA hereby approves the loan proposed to be provided to the Arlington Animal Clinic contingent on:
  - a. Obtaining a sign permit, if needed.
  - b. Following the City's Zoning Ordinance.

The motion for the adoption of the foregoing resolution was duly seconded by Committee Member [SECOND] and upon poll being taken thereon the following voted in favor thereof: [VOTED IN FAVOR]; and the following voted against the same: [VOTED AGAINST]; and the following abstained: [ABSTAIN] and the following were absent: [ABSENT].

**RESOLUTION 06-2020**

*MOTIONED BY:*

*SECONDED BY:*

<b>COMMITTEE MEMBER</b>	<b>YEA</b>	<b>NAY</b>	<b>ABSTN</b>	<b>ABSNT</b>
<i>Bergersen</i>				
<i>Brinkman</i>				
<i>Gilman</i>				
<i>Hatlestad</i>				
<i>Kloeckl</i>				
<i>Menk</i>				
<i>Sorenson</i>				

The foregoing resolution was adopted by the Economic Development Authority of the City of Arlington this [DATE].

Signed:

\_\_\_\_\_  
 [NAME]  
 [TITLE]

Attest:

\_\_\_\_\_  
 [NAME]  
 [TITLE]

Whereupon the resolution was declared duly passed and adopted and was signed by the EDA President whose signature was attested by the EDA Director.

## NOTE

For Valuable Consideration, I, hereafter "Borrower", promise to pay to Arlington Economic Development Authority, an agency of the City of Arlington, a Minnesota Municipal Corporation, hereafter "Note Holder", at the Note Holder's address, 204 Shamrock Drive, Arlington, Minnesota 55307, the sum of \$1,000.00, as follows:

The above described loan is given as a business subsidy under the City Economic Development Authority sign program policy, to aid the borrower in funding the cost in improving or replacing signage at the borrower's place of business. This is a no-interest, forgivable loan. If borrower retains borrower's existing business for a term of three years, next following the date of this Note, the loan will be forgiven. If borrower closes borrower's business, or sells borrower's building before the end of said three-year term, the Principal Amount of this loan will become immediately due and payable.

I may prepay this note at any time without penalty.

This Note is unsecured.

I will be in default if I do not make the full amount of each payment called for on the date it is due. I will be in default if I fail to observe any other terms of this note.

If I am in default, the Note Holder may require me to pay the entire remaining balance of principal and interest due under this note upon 30 days written notice to me, unless within said 30 days I have cured all aspects of default, including any additional payments and other obligations which have accrued within said 30 day notice period. The notice must be mailed to me by certified mail to the last address that I have provided to the Note Holder. The 30 days' notice term shall begin to run from delivery of such notice, or from the date the notice is post marked if it is unclaimed at the post office.

I further agree that if I default, I shall pay, in addition to all other sums due under this note, the Note Holder's reasonable attorney fees, Court costs, and Sheriff's fees and any other expenses incurred to collect this note.

I give up the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

I also agree that you may, without notice to me, release any and all other parties or collateral securing this note, waive any right you have against any of us, extend new credit to any of us, or all of the above, without affecting my unconditional obligation to pay this note.

I agree to pay this note according to its terms and acknowledge receipt of a copy of this note on today's date.

Dated: \_\_\_\_\_

**For Borrower:**

\_\_\_\_\_  
**Signature of Borrower**

By \_\_\_\_\_  
*Please print name above*

\_\_\_\_\_  
**Signature of Borrower**

By \_\_\_\_\_  
*Please print name above*

## Amy Newsom

---

**From:** Matt Nelson <matt.nelson@northlanddrying.com>  
**Sent:** Wednesday, May 6, 2020 8:54 AM  
**To:** Amy Newsom  
**Subject:** Fire Suppression bonding

Amy,

Have you had a chance to look into the bonding capabilities the city can assist with for Fire Suppression? This is something Darrin mentioned yesterday again. He believes the city has the ability to assist with this. We would like to explore these and more forward with it if feasible. Please let me know what you need from me.

Thank you,

--  
***Matt Nelson***  
**Business Development Director**  
**EHS Coordinator**  
**952-393-6255**  
Northland Drying, LLC  
100 Henderson Rd  
Arlington, MN 55307

2021-2026

**REQUEST FORM FOR CAPITAL IMPROVEMENT PROJECTS/EQUIPMENT PURCHASES**

*In an effort to provide for capital needs and manage the budget, the City Council has requested staff create a capital improvement program (CIP). The CIP will be a five year plan updated annually. Please fill in the following information for each item over \$5,000 you anticipate needing in the next **five** years.*

Title of the project/purchase: \_\_\_\_\_

**Project Category: Please circle below. Please complete a separate form for each project/purchase.**

- |                                   |                             |
|-----------------------------------|-----------------------------|
| Water Projects                    | Public Safety Project       |
| Sanitary Sewer Projects           | Equipment Purchase          |
| Storm Sewer Projects              | Park and Recreation Project |
| Street or transportation projects | Public Facilities           |

Description of capital item and/or project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Why item/project is needed (e.g. mandated by law, necessary to perform duties, advisable to provide better service, desirable to be more efficient, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Year anticipated for improvement/expenditure: \_\_\_\_\_

Estimated cost of the project: \_\_\_\_\_

Proposed source(s) of funding: \_\_\_\_\_

\_\_\_\_\_

Project Alternatives: \_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

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

**Please return to City Administrator Amy Newsom by May 29, 2020**

## Amy Newsom

---

**From:** Gary Schott <glschott14@gmail.com>  
**Sent:** Friday, May 8, 2020 1:38 PM  
**To:** Amy Newsom  
**Subject:** Re: One Million Cups- Arlington October

Hi Amy,

Thanks for sharing this feedback.

At the beginning of the pandemic, my initial thought for On The Road communities was to wait to host until it was over. Build awareness of 1MC and have the powerful in-person experience. Now, who knows when it will be back to that type of event.

We are early on, but the Zoom meetings have been going well. Around mid-20's to lower 30's in number participating. Good discussions. People are getting more comfortable & skilled in using Zoom.

Small business people are under a lot of stress. Having interactions with others in the same boat can be very beneficial. ... from just getting support to discovering new ideas or resources. In addition, they can see how Zoom works and get comfortable with it. They will be better positioned to apply in their businesses.

So, my advice...small business people need to get in the game now. Learn to take advantage of the technology tool that 1MC is bringing to them. I would think just about every business will be looking to use technology to serve their customers and/or running their business, e.g., employee & vendor interactions.

I would encourage your Board members to join one of our meetings prior to October to experience the Zoom approach. At this time, we don't know if we will be still even need to use Zoom and return to in-person; however, if Zoom is used, "hosting" does not cost your EDA anything to do. Yes, there won't be people in the community center, but they will have the opportunity to introduce smart, innovative Arlington businesses to a bigger area. In addition, Arlington people will connect with other people/resources outside or their community. Or are they more comfortable keeping what is happening in Arlington, in Arlington?

What else am I missing about their concerns?

'Hope this helps. Let me know if you have any further questions or if I can help in any other way.

Thanks for your interest and involvement.

Gary

**Gary Schott**  
Business Consultant  
Small Business Development Center  
Minnesota State University, Mankato  
424 North Riverfront Drive, Suite 210 | Mankato, MN 56001  
574-453-6997  
[myminnesotabusiness.com](http://myminnesotabusiness.com)