



**ECONOMIC DEVELOPMENT AUTHORITY
MEETING AGENDA
APRIL 12 @5:30 P.M.
Arlington Community Center - Council Chambers**

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

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+1(623)4049000

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Meeting ID: 149 996 8067

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

1. Call to Order
2. Pledge of Allegiance
- 3. Public Hearing on the Sale of Land Owned by the EDA**
4. Approval of Agenda
5. Approval of Minutes
 - A. March 8, 2021
6. Approval of Financial Reports
 - A. February 2021
 - B. March 2021
7. New Business

- A. Approve/Deny Purchase Agreement with AJH Properties, LLC
- B. Approve/Deny Purchase Agreement with AJH Properties, LLC
- C. Approve/Deny allowing Bolton & Menk to move forward with BDPI application for AJH Properties, LLC
- D. Discussion on Hemp Heaven

- 8. Old Business
 - A. Dog Park

- 9. Planning and Zoning update

- 10. EDA Director update on businesses and housing

- 11. Director and Board Comments

- 12. 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, April 12, 2021. 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 March 29, 2021

Post: April 1, 2021



**ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
MARCH 8 @5:30 P.M.
Arlington Community Center - Council Chambers**

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

<https://meetings.ringcentral.com/j/1491721782?pwd=cGtvdHQ1Umh5NHFUVDfiQjF3eGdMdz09>

Password: 005845

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Or Telephone:

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

US: +1(646)3573664

+1(773)2319226

+1(312)2630281

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+1(213)2505700

+1(346)9804201

+1(469)4450100

+1(623)4049000

+1(650)2424929

+1(720)9027700

Meeting ID: 149 172 1782

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

1. Call to Order – Meeting called to order at 5:30 pm by President Kurt Menk.
Present: Kurt Menk, Dean Bergersen, Howard Brinkman, Tim Kloeckl, Craig Buss.
Matt Scharpe arrived at 5:32 pm.
Absent: Larry Sorenson
Staff Present: EDA Director Amy Newsom, Intern Haile Tegegne
Guests Present: Tony Hoff, Mayor Rich Nagel
2. Pledge of Allegiance – All stood for the Pledge of Allegiance.
3. Approval of Agenda – Newsom requested by remove the February Financial Report. Motion by Bergersen to approve the agenda with one change, second by Brinkman. Motion carried.
4. Approval of Minutes – Motion by Bergersen to approve the minutes, second by Brinkman. Motion carried.
A. February 8, 2021
5. Approval of Financial Reports

~~A. February 2021~~

6. New Business

- A. Consider proposal from Tony Hoff to purchase the Nickel Property- Tony Hoff voiced concerns over the depth of the sewer lines at the Nickel property. He stated that they were 26 feet deep. Hoff asked about a septic system. Newsom will contact Lee Ortloff from PeopleService and have them meet with Hoff. Hoff also voiced concerns over the high taxes and asked about tax abatement or TIF.

Motion by Kloeckl to recess the EDA meeting at 5:54 pm, second by Bergersen.

Motion carried.

Motion by Kloeckl to reopen the meeting at 6:39 pm, second by Bergersen.

Motion carried.

- B. Discussion on Hennen land – Motion by Brinkman not to purchase the Hennen land, second by Bergersen. Motion carried 6-0.

- C. RESOLUTION 1-2021 A RESOLUTION APPROVING A SIGN LOAN TO BRANDON BRINKMAN d.b.a. GRAND K I I C, LOCATED AT 229 WEST MAIN STREET

Motion by Kloeckl to approve resolution 1-2021, second by Bergersen. Kloeckl, Bergersen, Buss and Menk voted in favor. None against. Sorenson was absent. Brinkman and Scharpe abstained.

- D. Tractor Pull Event in Arlington – Craig Buss

Buss reported on the work he has done to bring a tractor pull to Arlington. Newsom stated that neither the EDA nor the City could donate or sponsor the event. She suggested speaking to the Chamber as they were interested in sponsoring the event.

7. Old Business -none.

8. Public Hearing regarding the proposed Dog Park – 6 pm. Public hearing was called to order at 6 pm by President Kurt Menk.

Guests present at the public hearing: Ed Tully, Shane Olson, Ethan Henke, Neil Holmquist, Denyse Aldrich, Charles Aldrich, Lyle Braun, Denise Swenson, Mage Kloeckl, Jim Klingelhutz, Amy Berger, Rich Nagel.

Some comments from the public included:

Email from Colleen Evans in favor of the project, email from Teresa Collins in favor of the project. Neil Holmquist, would like to see dog park, preferably in the center of the city, likes smaller size. Amy Berger goes to other towns to utilize their dog parks, would be nice to have one in town. Agrees with the smaller size. Denise Swenson agrees to start with a smaller size, she has an apartment and no yard for her dog. Ed Tully also agrees with the smaller size and would donate labor for fence. Lyle Braun committed \$1,000 to the project. Denyse Aldrich said she is excited about the project. Several comments that a double entry system will be needed so the dogs do not escape when the door is opened. Denise Swenson also committed \$1,000 to the project and asked about advertising on the fences.

Newsom and Menk will look at other locations in town and bring the information back to the next EDA meeting. Menk invited those in attendance to the EDA meeting on April 12 at 5:30 pm.

Public hearing was closed at 6:34 pm.

9. Planning and Zoning update

- I. Comprehensive Plan (binders) -Newsom handed out the Comp Plan binders and asked the EDA members to review Chapter 1.

- II. Orderly Annexation (binders) – Newsom handed out Orderly Annexation binders and asked the EDA Board members to review.
- III. Scott Equipment expansion - Newsom reported on the expansion at Scott Equipment. Everything is ok from the City Zoning perspective, but there are some concerns from MnDOT regarding the amount of traffic and MVRRA with the amount of water runoff and the holding pond. Jason Femrite will have to address those issues with MnDOT and MVRRA.

10. EDA Director update on businesses and housing – none.

11. Director and Board Comments - none.

12. Adjourn – Motion by Scharpe to adjourn the meeting at 7:18 pm, second by Buss. Motion carried.

EDA Director Amy Newsom

EDA President Kurt Menk

BARE LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on _____ 2021, 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) _____ 2021, 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 on or before June 1, 2021.
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 2021 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: Kurt Menk
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, 2021. 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, 2021, 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 2021 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: _____, 2021

For Arlington Economic Development Authority:

Kurt Menk
Its President

For AJH Properties, LLC:

Anthony Hoff
Its President

STATE OF MINNESOTA
COUNTY OF SIBLEY

This instrument was acknowledged before me on _____, 2021, by Kurt Menk, 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 _____, 2021, by Anthony Hoff, president, on behalf of AJH Properties, LLC, a Minnesota limited liability company.

NOTARIAL STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Amy Newsom

From: Jason Femrite <Jason.Femrite@bolton-menk.com>
Sent: Monday, March 15, 2021 4:48 PM
To: Amy Newsom
Subject: FW: BDPI application

Here is an estimate from our funding team. I would be happy to setup a meeting with you and them (virtually or in person) to discuss any questions you may have.

Jason L Femrite P.E.
Principal Engineer
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001-5900
Phone: 507-625-4171 ext. 2288
Mobile: 507-380-2464
Bolton-Menk.com

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From: Nancy Thorkelson <Nancy.Thorkelson@bolton-menk.com>
Sent: Monday, March 15, 2021 4:39 PM
To: Jason Femrite <Jason.Femrite@bolton-menk.com>; Teresa Burgess <Teresa.Burgess@bolton-menk.com>; Chelsea Alger <Chelsea.Alger@bolton-menk.com>
Subject: RE: BDPI application

Jason

Here is what we have for an estimate to prepare a BDPI Application for the City of Arlington:

Meet with Staff/Gather Background Information – 2 Hours
Grant Development & Submittal - - 24 Hours
Contact & Coordinate with DEED Program Staff – 2 Hours

Estimate: \$4,000

Let me know if you need additional information.

Nancy

From: Nancy Thorkelson
Sent: Monday, March 15, 2021 3:42 PM
To: Jason Femrite <Jason.Femrite@bolton-menk.com>; Teresa Burgess <Teresa.Burgess@bolton-menk.com>; Chelsea Alger <Chelsea.Alger@bolton-menk.com>
Subject: RE: BDPI application

Jason

Let me chat with Chelsea and get back to you.

Nancy

From: Jason Femrite <Jason.Femrite@bolton-menk.com>

Sent: Monday, March 15, 2021 3:42 PM

To: Nancy Thorkelson <Nancy.Thorkelson@bolton-menk.com>; Teresa Burgess <Teresa.Burgess@bolton-menk.com>

Subject: FW: BDPI application

Can you help estimate this for me?

Jason L Femrite P.E.

Principal Engineer

Bolton & Menk, Inc.

1960 Premier Drive

Mankato, MN 56001-5900

Phone: 507-625-4171 ext. 2288

Mobile: 507-380-2464

Bolton-Menk.com

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From: Amy Newsom <anewsom@arlingtonmn.com>

Sent: Monday, March 15, 2021 3:40 PM

To: Jason Femrite <Jason.Femrite@bolton-menk.com>

Subject: BDPI application

Jason –

Can you give me an idea what Bolton and Menkwould charge us to work on submitting a BDPI grant. (Proposed industrial park on the Nickel property.) We have someone interested, but I want EDA/Council approval to move forward. Thanks, Amy

Amy R. Newsom

City Administrator



204 Shamrock Drive

Arlington, MN 55307

Office: 507-964-2378

Cell: 507-720-8586

Email: anewsom@arlingtonmn.com

www.arlingtonmn.com

Amy Newsom

From: Jason Femrite <Jason.Femrite@bolton-menk.com>
Sent: Thursday, April 1, 2021 8:33 AM
To: Amy Newsom
Subject: RE: BDPI grant for Nickel property

I don't think it matters.

Jason L Femrite P.E.
Principal Engineer
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001-5900
Phone: 507-625-4171 ext. 2288
Mobile: 507-380-2464
Bolton-Menk.com

[Click to Send a Large File - Newforma](#)

From: Amy Newsom <anewsom@arlingtonmn.com>
Sent: Wednesday, March 31, 2021 5:03 PM
To: Jason Femrite <Jason.Femrite@bolton-menk.com>
Subject: BDPI grant for Nickel property

Jason –

When we apply for the BDPI grant should the land be City owned or privately owned?

Amy R. Newsom
City Administrator



204 Shamrock Drive
Arlington, MN 55307
Office: 507-964-2378
Cell: 507-720-8586
Email: anewsom@arlingtonmn.com
www.arlingtonmn.com

DEVELOPMENT AGREEMENT AMENDMENT

The Arlington Economic Development Authority, an agency of the City of Arlington, a Minnesota municipal corporation, hereafter "City" and Hemp Heaven, LLC, a Wisconsin Limited Liability Company, hereafter "Buyer", hereby agree as follows:

1. City and Buyer entered into a Development Agreement dated February 7, 2020, recorded May 4, 2020 as Document A – 250118, Office of the Sibley County Recorder, in relation to the sale of the following described parcel by city to Buyer:

Part of the NW 1/4 of Section 16, Township 113 North, Range 27 West, Sibley County, Minnesota, described as follows: Beginning at the northeast corner of said NW 1/4 of Section 16; thence on an assumed bearing of South 00 degrees 14 minutes 21 seconds west along the east line of said NW 1/4, a distance of 866.40 feet; thence South 89 degrees 36 minutes 32 seconds west 869.89 feet; thence South 00 degrees 14 minutes 21 seconds west 94.78 feet; thence South 89 degrees 36 minutes 32 seconds west 307.57 feet; thence North 00 degrees 14 minutes 21 seconds east 928.03 feet to the northerly right-of-way of Minnesota Trunk Highway Number 5; thence North 57 degrees 39 minutes 01 seconds east along said northerly right-of-way line 43.20 feet to the north line of said NW 1/4; thence North 89 degrees 05 minutes 33 seconds east along said north line 1141.22 feet, to the point of beginning, and excepting therefrom the existing railroad right-of-way contained therein.

2. Due to economic factors related to the Coronavirus, the parties have agreed to extend the completion deadline dates set out in said Development Agreement as follows:
 - A. The starting date for construction of the first phase as described at paragraph 2 of the Development Agreement shall be changed to October 31, 2021. Completion date of the first phase shall be changed to December 31, 2021.
 - B. There was no start date required in the original Development Agreement for the second phase of construction as described at paragraph 2 of the Development Agreement. The completion date for said second phase of construction is hereby extended to December 31, 2022.

C. Under paragraph 5 of the original Development Agreement, Buyer agreed to employ at least 15 full-time equivalent employees working primarily on the premises, no later than January 1, 2022. This completion date is hereby extended to January 1, 2023.

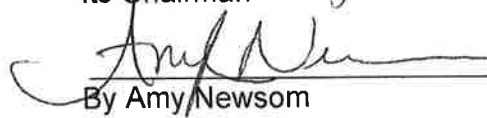
All other terms and conditions of the original Development Agreement not specifically amended herein, shall remain in full force and effect.

Dated: September 4, 2020

**For City of Arlington Economic
Development Authority:**



By Dean Bergersen
Its Chairman



By Amy Newsom
Its Executive Director

For Hemp Heaven, LLC:



Derrick Bushman
Its Member

STATE OF MINNESOTA
COUNTY OF SIBLEY


The foregoing instrument was acknowledged before me on November 4, 2020, by Dean Bergersen, Chairman and Amy Newsom, Executive Director, on behalf of the Arlington Economic Development Authority, an agency of the City of Arlington, a Minnesota municipal corporation.



Vicki L. Pomplun
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF Sibley

The foregoing instrument was acknowledged before me on November 4, 2020, by Derrick Bushman, its Member, on behalf of Hemp Heaven, LLC, a Wisconsin Limited Liability Company.

NOTARIAL STAMP

THIS INSTRUMENT WAS DRAFTED BY:
Ross R. Arneson Attorney At Law, (Lic. 313X) 302 West Main, Box 529 Arlington, MN 55307 (507) 964-5753

Vicki L. Pomplun
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Commercial Buildings & Lots Policy

The City of Arlington has acquired buildings and lots for the purpose of economic development. The intention of this policy is to set the price of commercial buildings and lots. The goal of the City of Arlington is to increase the tax base for the City. It is the purpose of this policy to outline the terms and conditions of the sale of buildings and lots with an assessed value of less than \$250,000.

1. Sale of buildings and lots will be approved by the Arlington Council.
2. Commercial Buildings and Lots will be sold for \$1 per lot when the business meets the following criteria:
 - A. Will create at least 15 full-time equivalent (FTE) positions based in the City of Arlington.
3. Commercial Buildings and Lots will be sold for \$5,000 when the business meets the following criteria:
 - A. Will create at least 10 full-time equivalent (FTE) positions.
4. Commercial Buildings and Lots will be sold for \$10,000 when the business meets the following criteria:
 - A. Will create at least 5 full-time equivalent (FTE) positions.
5. If a lot(s) is purchased for \$1 or \$10,000 and construction is not started within 180 days of closing, the lot(s) will be returned to the City of Arlington. Purchase price will be refunded, minus closing costs.
6. Commercial Buildings and Lots that do not meet any of the above criteria will be sold at the Market Rate Value.
7. Closing will occur within 4 months of signing the purchase agreement.
8. A Development Agreement must be approved by City Council and both parties must adhere to the terms of the agreement.

